THE JUICE HOUSE FRANCHISE, LLC
510 North Avenue
Garwood, New Jersey 07027
A New Jersey limited liability company
908-232-1377

FRANCHISE DISCLOSURE DOCUMENT

The franchise being offered is for the right to operate a JUICE HOUSE quick-serve restaurant. JUICE HOUSE franchises offer fresh pressed juices, smoothies, healthy bowls and other designated food and drink items prepared to order and served quickly for dine-in or carry-out customers under the franchisor's designated marks (each a "Restaurant").

The total investment necessary to begin operation of a Restaurant ranges from $185,100 to $369,500. This includes $38,500 that must be paid to the franchisor or affiliate.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all 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 disclosures in different formats, contact Arielle Cassidy, 510 North Avenue, Garwood, New Jersey 07027, 908-232-1377.

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

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

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

Date of Issuance: April 10, 2023

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 provide 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 C and D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Juice House 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 House franchisee?	Item 20 or Exhibits C and D 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.

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.

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 the franchisor by mediation, arbitration and/or litigation only in New Jersey. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New Jersey than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

TABLE OF CONTENTS

EXHIBITS

ITEM 1.

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is The Juice House Franchise, LLC, which will be referred to as "The Juice House", "we," "our," or "us." The terms "you," and "your," refer to the person, corporation, limited liability company, partnership or other legal entity that is granted a franchise. If you are a legal entity, your direct and indirect owners must sign our form of personal guaranty agreement, which means that some or all of our franchise agreement provisions will also apply to your owners.

The Franchisor

We are a New Jersey limited liability company formed on November 13, 2018. Our principal place of business is located at 510 North Avenue, Garwood, New Jersey 07027. We conduct business as The Juice House Franchise, LLC, The Juice House, and no other business name. We first began offering *The Juice House* franchise opportunities in May 2019. We have not conducted business in any other line of business and we have not offered franchises in any other line of business. We have never operated a *The Juice House* restaurant (although certain of our affiliates do).

Our Parents, Predecessors and Affiliates

Our affiliate, The Juice House, LLC, owns and operates *The Juice House* in Garwood, New Jersey. Another affiliate, 1280 Springfield Ave, LLC, owns and operates *The Juice House* in New Providence, New Jersey.

We are party to an intellectual property license agreement with our affiliate, The Juice House IP Holdings LLC ("**Juice House IP**"), a New Jersey limited liability company formed on January 31, 2019 solely to be the holder of The Juice House Franchise, LLC's intellectual property. Juice House IP's principal business address is 510 North Avenue, Garwood, New Jersey 07027.

Other than what is set forth here, we do not have any parent companies, predecessors, or other affiliates that have ever offered franchises in this or any line of business, nor do we have any parent companies, predecessors, or other affiliates that offer, sell or provide products or services to our franchisees.

The Franchised Business

We offer franchise rights to develop and operate casual restaurants offering fresh pressed juices, smoothies, and healthy bowls prepared to order and served quickly for dine-in or carry-out customers, as well as certain designated catering services for on-premises pick up and off-premises delivery and setup, and such other products and services as we may designate under the trademarks, service marks, trade names and commercial symbols ("Mark") we designate, currently including the mark *The Juice House* (each a "Restaurant"). We have the right to change, substitute, alter, modify and/or supplement any of the Marks at any time, in our sole discretion. There is no limitation on our right to do so.

For reference purposes in this franchise disclosure document, we refer to all businesses using the System and the Marks as The Juice House Businesses or "System Restaurants", and we call The Juice House business that you will operate the "Restaurant" or the "Business."

Franchisees operating The Juice House Businesses provide the goods and services we designate or approve in writing, and use our business formats, methods, procedures, signs, designs, layouts, standards, specifications and Marks (the "System"). We may change, improve, modify and further develop the System in our discretion. If you are awarded a franchise, you must operate your Restaurant in accordance with the System.

You must sign a Franchise Agreement for each Restaurant you develop and open. The Franchise Agreement grants you the right to operate a Restaurant at a specific location and licenses you the right to use the designated Marks. The typical System Restaurant will be in retail mall properties and consist of approximately 1,000 to 2,000 square feet in size. You must operate your Restaurant in accordance with the Franchise Agreement, System and standards and specifications we may designate including through our confidential operations manual.

We may, at our sole discretion, periodically make changes to the system and brand standards, including, without limitation, changes to: the products and services Restaurants are required to offer; standards; facility requirements; signage; equipment; and fixture requirements. You may have to make additional investments in the franchised business periodically during the term of the franchise if changes are made, or if your Restaurant's equipment or facilities wear out or become obsolete, or for other reasons, including changes in the system and/or brand standards. All Restaurants must be developed and operated to our mandatory and suggested specifications, standards, operating procedures and rules that we periodically specify for Restaurants (the "Brand Standards", "System", or the "System Standards"). You have no discretion in the types of products or services you sell.

The typical Restaurants will be "in-line" stores or pad sites, meaning they are developed in strip malls or a retail lot adjacent to businesses, office buildings, schools and/or fitness facilities. We prefer the Restaurant to be located in a space with ample parking, good visibility, and visible signage.

System Restaurants are to feature our standards, specifications and procedures for operations; distinctive exterior and interior design, signage, decor, color scheme, fixtures and furnishings; proprietary recipes and methods of preparation and cooking; training and assistance; and marketing programs; all of which we may change, improve upon, further develop or discontinue at our sole discretion at any time.

General Description of the Market and Competition

The restaurant business is mature and competitive. You will compete with independent, franchised, national and local restaurants. The market for the types of goods and services offered by Restaurants is well established and competitive. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply, cost of and demand for products, new technologies and competition that provide related products or services.

Regulations Specific to the Industry

We know of no trade or license regulations which specifically affect only the restaurant industry apart from other segments of the food service industry. You must, however, comply with all local, state, and federal laws and licensing requirements that apply to your Restaurant operations, including EEOC, OSHA, discrimination, employment and sexual harassment laws. The regulations and requirements concern, among other things: the fitness and adequacy of buildings and equipment; the appropriateness of materials and supplies; qualifications of staff members; staff training and licensing; record-keeping; health, fire and safety standards; disabilities of your employees and customers. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. For example, you must obtain real estate permits (such as zoning permits), real estate licenses and operational licenses. There are also regulations that pertain to sanitation, labeling, food preparation, food handling and food service. You are required to investigate and comply with all applicable laws, rules and regulations, including local zoning requirements, which vary from jurisdiction to jurisdiction. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you. You are strongly encouraged to consult with an attorney concerning these and other local laws and ordinances that may affect your Restaurant's construction and operation.

Agents for Service of Process

Our agents for service of process are listed on Exhibit A to this Disclosure Document.

ITEM 2.

BUSINESS EXPERIENCE

Founder and CEO: Arielle Cassidy

Our founder, Arielle Cassidy, serves as our CEO, a position she has held since our inception in November 2018. Since January of 2014, Ms. Cassidy has been the owner and operator of The Juice House, LLC which operates *The Juice House* locations in Garwood and New Providence, New Jersey (as well as a seasonal location in Beach Haven, NJ during the summers of 2017 and 2018).

Director of Operations: Ryne Boyle

Mr. Boyle will serve as Director of Operations. Mr. Boyle has served as the Director of Operations of The Juice House since November 2018. He also serves as the supervising security officer with GBK Security & Consulting in New York, New York since September of 2013.

ITEM 3.

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4.

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5.

INITIAL FEES

Initial Franchise Fee

If we award you a franchise, you must pay an Initial Franchise Fee of $35,000 to us when you sign the Franchise Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee is due in full upon signing and is non-refundable upon payment. The Initial Franchise Fee is uniform for all franchisees purchasing a franchise for The Juice House Business under this disclosure document.

Lease Review Fee

You must pay us a lease review fee of $1,500 when you submit your proposed lease to us for our review and approval before you may sign the lease for the Restaurant location. The Lease Review Fee is not refundable under any circumstances.

Construction Oversight Fee

You must pay us a construction oversight fee of $2,000 prior to commencing construction of your Franchised Restaurant. We shall provide you with such advice and oversight, as we deem necessary in our sole discretion, during the construction of your Franchised Restaurant to ensure that your Restaurant conforms to required specifications. The Construction Oversight Fee is not refundable under any circumstances.

Except as disclosed in this Item, you are not required to pay any other fees to us and/or our affiliates before you open your Restaurant.

ITEM 6.

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of gross sales	Payable monthly on or before the 15th day of each month	You must pay the monthly royalty fee directly to us. See definition of gross sales[1.]
Advertising Fee	Up to 2% of gross sales	Payable monthly on the 15th day of the subsequent month	You pay the monthly Advertising Fee to us.
Audit	Cost of audit, plus 18% interest on the	Immediately upon receipt of invoice.	We will have the right, at any time, to audit or to have an independent audit made of your books and records. If an

Type of Fee	Amount	Due Date	Remarks
	underpayment from the date of the underpayment		inspection shows that any payments have been understated by you in any report to us, then you must pay to us the amount understated plus interest in the amount of 18% per annum, or the maximum rate permitted by law, whichever is less. Audits are conducted at our expense, however, if an audit shows an underpayment by you of 2% or more, then, in addition to repayment of monies owed, with interest, you must reimburse us for all costs and expenses we incur by for the audit, including travel, lodging and wage expenses, and reasonable accounting and legal costs.
Interest on Past Due Amounts	18% per year or the highest amount allowed by applicable law, whichever is less.	Upon invoice.	Charges will be uniformly imposed on a state-by-state basis in conformance with applicable state laws regulating interest rates.
Bank Charges and Fees	Charges and Fees assessed by banks and third parties as a result of default in EFT payments	When assessed	If any EFT payment is not honored by your bank for any reason, you are responsible for the dishonored payment plus any bank or other charges incurred by or assessed upon us.
Costs of enforcement	All costs, including total amount of attorney's fees incurred as a result of any act or omission as well as fees	Upon invoice.	You are obligated to reimburse us for costs and attorney's fees incurred as a result of any act or omission as well as for fees incurred for enforcing this agreement.

Type of Fee	Amount	Due Date	Remarks
	incurred for enforcing this agreement.		
Approval of Products or Suppliers[4]	Approximately $500 - $1,500	Time of evaluation	Applies to the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase.
Product, Equipment and Services Purchases	See Item 8	See Item 8	You must buy products, equipment and services from our designated and approved suppliers whose items meet our standards and specifications. We reserve the right to be the sole supplier of any product, equipment and/or service. If we exercise this right, you must purchase the designated product, equipment, and/or services from us at the prices we specify, which may include a mark-up.
Insurance Policies	Amount of unpaid premiums plus 10% of the cost of the insurance procured to reimburse us for our time and expense in obtaining the policies	Upon demand	Payable to us only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Transfer Fee	$20,000	Prior to consummation of the transfer.	Payable to us when you transfer your franchise. There is a $5,000 charge if you submit a proposed transfer to us for our approval, but do not affect the transfer. No charge if your franchise is

Type of Fee	Amount	Due Date	Remarks
			transferred to an entity that you wholly own and control during the first six months of the Term. A $1,500 charge if you transfer your franchise to any entity in which you own an interest, but less than a 100% interest.
Successor Franchise Fee	$20,000, non-refundable	Upon signing Successor Franchise Agreement.	Payable upon signing of your successor franchise agreement.
Local Advertising Deficiency Fee	2% of Gross Sales	Monthly expenditures required to be spent by you on local advertising.	Uniformly Imposed. If you fail to expend the local advertising requirement as directed, we have the right to require you to pay us any unexpended amounts to be used for advertising and marketing in your local area.
System Modifications	Cost of implementation, unlimited.	As required	If we make changes to our System, you must adapt your business to conform to the changes. Some examples of changes include new equipment, fixtures, hardware, software or incorporation of new Marks.
Offset Fee	$5,000	Upon receipt of our approval to relocate.	If you request the right to relocate your Restaurant, and we approved the relocation, you must pay us an offset fee of $5,000.

Type of Fee	Amount	Due Date	Remarks
Additional Hourly Training Fee[2]	You shall pay us our designated hourly rate and reimburse us for all out-of-pocket expenses incurred by our training instructor, including travel expenses, food, lodging and auto rental. (currently $150 per hour)	Additional Training – as incurred before beginning of program.	Members of your Franchisee Training Team in excess of those we require to attend must pay our then-current training fees. You are responsible for all travel and living expenses for you and your Franchisee Training Team. We may require you to attend or undergo additional training during the term of your franchise and we may charge you additional training fees for this additional training.
Temporary Management Assistance	Currently, $150 per hour, plus our expenses and costs	Each day that it applies	If you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, we may temporarily manage your franchised restaurant.
Indemnification	All costs including actual attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the franchised restaurant. We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks.
Liquidated Damages	Aggregate Royalty Fees and Continuing Advertising Fees due to us during the 36 month period immediately preceding termination	Upon termination	If the Franchise Agreement is terminated as a result of your default prior to the expiration of the Term, you must pay us liquidated damages equal to the aggregate Royalty Fees and Continuing Advertising Fees accrued under your Franchise Agreement during the 36 full calendar months during which the Restaurant was open and operating immediately before the termination date. If the Restaurant has not been open and operating for 36 months before the termination date, liquidated damages shall be equal to

Type of Fee	Amount	Due Date	Remarks
			the average monthly Royalty Fees and Continuing Advertising Fees accrued under the Franchise Agreement for all months during which the Restaurant was open and operating multiplied by 36. If there are less than 36 months remaining on the Term, the liquidated damages shall be calculated by multiplying the amount calculated above by a fraction, the numerator of which is the number of calendar months (including partial months) remaining on the Term, and the denominator of which is 36.
Taxes	Amount of tax or fee	When assessed	If any tax or fee (other than federal or state income tax) is imposed on us by any government or governmental agency due to our receipt of fees you pay to us under the Franchise Agreement, you must pay us the amount of such tax or fee as an additional franchise fee. [3]

NOTES

GENERAL NOTE: Unless otherwise stated, all fees imposed by, paid to and collected by us are non-refundable. Except as otherwise disclosed in this Item, for all franchises offered pursuant to this disclosure document, all fees described in this Item 6 are uniformly imposed, however, in some circumstances under which we deem appropriate, we reserve the right to waive or reduce some or all of these fees for a particular franchisee. No such reduction or waiver of a single fee shall imply that any other fee or fees be waived. We require that all fees payable to us be paid through an electronic fund transfer, including automatic debits from your bank account(s), unless we specify otherwise.

Note 1: "Gross Sales" shall mean all revenue derived from the sale of any and all products and services, and all other income of every kind and nature, related in any way to the Franchised Business, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the Franchised Business; *provided, however*, that you may deduct any sales taxes which were collected by you as required by law and paid to the appropriate taxing authority.

We reserve the right to, in writing, approve granting franchises with lower royalty fees in certain limited circumstances. Before varying from standard fees, we will take into account many factors, including prior experience and financial capabilities. We may offer incentives in new or developing markets. Incentives may be offered to new and/or existing franchisees. We anticipate that any reduced fees will only apply to franchisees who are in compliance with all of our agreements and requirements. We are not currently offering an incentive program, but may do so in the future. We reserve the right to cancel or modify any future incentive program we may offer. You will not be entitled to receive the benefits of any such incentive programs unless agreed by us in writing.

Note 2: You must pay all personal expenses incurred by your Franchise Training Team in attending and providing the Initial Training Program, and for you and your employees in connection with attendance at additional training programs or sessions, including, without limitation, costs and expenses of transportation, lodging, meals, wages and employee benefits. The Juice House will not charge for the attendance of your Franchise Training Team at the initial training program. Additional attendees and additional training programs are at your cost and expense.

Note 3: If your state, or any governmental body in your state, charges a tax on the royalty we receive from you, then you are required to pay an additional earned service fee equal to the amount of this tax. This does not apply to any federal or income taxes we have to pay.

<u>Note 4</u>: We currently require you to pay all fees and sums due to us by electronic funds transfer (EFT). You must provide us all of the bank and other forms we need to set up or change EFT authorization. We will also require you to report your Gross Sales to us in the manner we designate. Currently, you must report your Gross Sales electronically over the Internet via e-mail. You must have computer equipment capable to accessing and using the electronic form. We reserve the right to withdraw the electronic payment form at any time and designate another form and payment procedure that you will be required to follow.

[The remainder of this page is intentionally left blank.]

ITEM 7.

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	$35,000	Lump Sum	At the Signing of the Franchise Agreement	Us
Leasehold Improvements (Note 2)	$25,000 - $150,000	Lump Sum	As Incurred	Vendors/Designated Suppliers/Service Providers
Grand Opening Advertising	$7,500- $12,500	As Incurred	As Incurred/Before Opening	Vendors/Designated Service Providers
Licenses & Permits (Note 3)	$2,000- $3,000	Lump Sum	Before Opening	Third Parties
Lease Review Fee	$1,500	Lump Sum	Before Opening	Us
Construction Oversight Fee (Note 4)	$2,000	Lump Sum	Before Opening	Us
Legal Expenses & Accounting	$4,000 - $6,000	As Incurred	Before Opening	Third Parties
Insurance (Note 5)	$1,100 - $2,500	As Incurred	Before Opening	Third Parties
Travel and Living Expenses while Training (Note 6)	$1,000 - $5,000	As Incurred	During Training	Airlines, Hotels, Restaurants, Etc.
Pre-paid Rent / Real Estate Fees (first 3 months) (Note 7)	$3,000 - $15,000	As Incurred	Before Opening	Per agreement with Landlord

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Opening Inventory (Note 8)	$10,000 - $20,000	Lump Sum	As Incurred	Designated Vendors
Utility Deposits	$500 - $1,500	As Arranged	Before Beginning Operations	Utility Company
Office Equipment & Supplies	$500 - $2,000	As Arranged	Before Beginning Operations	Suppliers
Signage	$2,000 - $10,000	As Arranged	Before Beginning Operations	Designated Suppliers
Furniture, Fixtures & Equipment (Note 9)	$22,000 - $50,000	As Arranged	Before Beginning Operations	Suppliers
Computer System, POS & Camera System (Note 10)	$2,500 - $3,500	As Arranged	Before Beginning Operations	Designated Suppliers
Additional Funds (first 3 months) (Note 11)	$15,000 – $50,000	Lump Sum	As Incurred	Service Providers; Vendors; Suppliers; Third Parties
TOTAL	$185,100 to $369,500			

NOTES

GENERAL NOTE: The above chart lists estimates of the initial investment funds necessary to open a *The Juice House* Restaurant. These are estimates only, as most costs are not within our control and may change at frequent intervals. We cannot, and do not, guarantee that your costs will fall within the stated ranges. These estimated ranges are based on market research and our affiliate's experience in developing the affiliate-owned Restaurants. Accordingly, these estimates are likely to vary based on a number of factors, including your specific location and market. Costs are constantly changing and your costs may be higher. You are strongly advised to diligently investigate all potential costs with a qualified business advisor before proceeding with this investment to gain a better understanding of your expected individual costs and expenses.

Note 1. The Initial Franchise Fee for a Restaurant is $35,000. The Initial Franchise Fee is due and payable in full when you sign the Franchise Agreement and is non-refundable under any circumstances. See Item 5 for more details regarding the Initial Franchise Fee.

Note 2. The construction, leasehold improvements and real estate rental fees vary depending on a number of factors including the size, location, existing leasehold improvements and costs of construction in the area of the Restaurant. Your location must conform to our specifications. Costs are influenced by local building standards and labor rates. If the premises are leased, the lessor's contribution toward the cost of construction, if any, may be a factor that will affect initial costs as well as on-going rent. These costs will vary based on building size, configuration and condition of the premises, material costs, construction costs, labor costs, installation costs, geographic location, requirements imposed by government and distance from suppliers. Payments for building or leasehold improvements are made to third party contractors and suppliers not related to us. Payments to these contractors and suppliers are typically made as the services are received or when the stages of work are completed. These payments are usually not refundable. Real estate/space development costs vary considerably. Your costs can be higher depending on the site and code requirements, and other factors.

Note 3. You are solely responsible for obtaining all necessary permits required for the development, opening and operation of the Restaurant. The costs for permitting vary from location to location.

Note 4. You must pay us a Construction Oversight Fee of $2000. We will provide such advice and oversight, as we deem appropriate in our sole discretion, during the construction and build-out of your Restaurant to ensure that your Restaurant conforms to our specifications.

Note 5. You must obtain insurance policies protecting both yourself and us, and your and its respective officers, directors, partners, and employees, against any demand or claim for personal injury, death, or property damage, or any loss, liability, or expense arising from the operation of your Restaurant. These policies must be written by a responsible carrier or carriers acceptable to us, and must include, at a minimum (unless we required additional coverage and higher policy limits), the following:

1. Comprehensive General Liability Insurance, including broad from contractual liability, broad form property damage, personal injury, completed operations and products liability, in the amount of $2,000,000 combined single limit, and fire damage coverage in the amount of $50,000.00, and naming us as an additional insured; and

2. "All Risks" coverage for the full cost of replacement of the Restaurant and the leasehold improvements and all other property in which we have an interest, with no coinsurance clause, a replacement cost clause attached, agreed amount endorsement equal to 100% of the value of the property; and

3. Employer's Liability, Workers' Compensation and any other insurance required by statute or rule of the state or locality in which your Store is located; and

4. Business interruption insurance, including coverage for royalty payment obligations, for a minimum of 24 months of Gross Sales, excluding ordinary payroll expenses, and naming us as an additional insured; and

5. If we require you to provide delivery services, you may be required to purchase or lease a vehicle, in which event you must also obtain and maintain "automobile liability" insurance, including coverage of vehicles owned by you, vehicles used in the business, and vehicles owned by the business, with a combination of primary and excess limits of at least $1,000,000. Your vehicle insurance coverage requirements will be specified in more detail in the manual. You must carry minimums higher than those imposed under applicable law. Your policy must include the amendment for hired non-owned auto for vehicles you do not own.

6. We recommend that you obtain and maintain cyber coverage, and umbrella coverage, the amount of which will vary depending on the number of Restaurants you open and operate.

You may, with our consent, have reasonable deductibles for the coverages described in sub-paragraphs 1 and 2 above. If you perform any construction, renovation, refurbishment or remodeling of your Restaurant, you must also obtain Builder's All Risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to us. You must provide us with a Certificate of Insurance evidencing these insurance coverages on an ongoing basis. You acknowledge that these obligations are self executing and you are required to submit copies of the Certificates of Insurance naming us as an additional insured automatically on an ongoing basis, regardless of whether we request them from you, which we are not obligated to do.

Note 6. The range in the chart is based upon three persons attending the training program. This range increases if additional persons attend the training program.

Note 7. The estimate provided in the chart is based on our affiliate's experience in operating the affiliate-owned Restaurants in New Jersey. Rent may vary extensively depending upon your area and specific location. You are strongly advised to consult with a business advisor to determine a more appropriate estimate of the real estate rental fees, costs and expenses you are likely to incur in the area in which you wish to open a Restaurant before signing the franchise agreement.

Note 8. The range in this chart represents an estimate for opening inventory requirements. Your costs may vary depending on factors such as the size of the location and any upgrades or changes in the specifications.

Note 9. The range includes an estimate of costs for kitchen equipment, cooking equipment, tables, chairs, countertops, counters, decor and lighting. Your costs may vary and will depend upon, among other things, the location and size of your Restaurant.

Note 10. You must purchase our designated POS System and Camera System. We have independent, unlimited access to both systems.

Note 11. The "Additional Funds" category includes estimated start-up costs calculated for a period of three months, with additional operating capital to be available as may be needed during the initial phase. These expenses do not include owner's salary or draw. We cannot and do not estimate when, or whether any franchisee will achieve a positive cash flow or profits during this period, or any period. These amounts are estimates only and specific amounts will vary.

Note 11. This chart provides estimates of your initial start-up expenses and does not include ongoing marketing and advertising expenses or percentage rent payable under the terms of your lease. Depending on the size of the Store, these estimates may vary. These figures are estimates only based upon our affiliate's experience in developing and operating one affiliate-owned location. We cannot and do not guarantee that you will not have different or additional expenses starting your business. Your costs will depend on your management skill, experience and business acumen; local economic conditions; the local market for the Restaurant's goods and services; competition; and the sales level reached during the initial period. You are strongly advised to review these figures carefully with a business advisor before making any decision to purchase the franchise. All fees payable to us are non-refundable. The terms you negotiate with outside suppliers or third parties govern the refundability of all payments to them. We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8.

RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

We have spent considerable time, effort and financial resources to develop the *The Juice House* System. We have established standards and specifications to be used in the operation of the Restaurant. The System is subject to modification, change and improvement going forward. You must conform to our brand standards, including high standards of quality, safety, cleanliness, appearance and service. We anticipate that our standards will change over time. You must adhere to these changes. Our requirements are critical to assure the quality, safety and consistency of the goods and services provided by Restaurants in the System, and to protect and enhance the image of the Marks.

You must, at your expense, construct, improve and operate the Restaurant under the System and in accordance with our standards and specifications, as set forth in our Manual and other publications we issue from time to time. You must, at your expense, purchase or lease, install and use all fixtures, signage, equipment, furnishings, improvements, supplies, décor, and other products and items (including, but not limited to, all technologies we specify such as point of sale, computer hardware and software, third-party app/platform services, security systems), and other related items and services we require, all of which must conform to the Manual and our standards, specifications and other publications we issue from time to time. You may not install or utilize, or permit to be installed or utilized, at the Restaurant any fixtures, furnishings, equipment, decor items, signs, games, vending machines or other items or technological products or applications that we have not approved or designated without our prior written consent.

You must maintain in sufficient supply, use and sell at all times only the services, items, products, materials, supplies and goods designated by us. You may not deviate from our standards and specifications in any way without obtaining our written consent first, which we are not required to give. You must sell and offer for sale only those items, products and services that we expressly approve for sale in writing. You must offer for sale all programs, products and services we require in the manner and style we require. You must immediately discontinue offering for sale any items, products and/or services we may disapprove in writing at any time.

We have the right to, and expect to, supplement or modify the Manual and our standards, specifications and other publications we issue in our sole discretion, at any time. We will provide written notice to you of any charges.

We require you to purchase certain products, services, signs, furnishings, supplies, fixtures, inventory, computer hardware and software, and equipment from distributors we have approved (collectively, "suppliers"). You must purchase all goods, items and services required for the development and operation of the Restaurant from our approved or designated suppliers. You may be required to pay monthly fees for certain required technologies that we require you to use including, but not limited to, the POS system and an app to enhance the customer experience (online ordering/loyalty program). We will provide you with a list of suppliers, which list may change over time.

We restrict your sources of items and services to protect trade secrets and other intellectual property rights, help assure quality, help assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service, control third parties' use of the Marks, and monitor the manufacture, packaging, processing and sale of these items.

Currently Required Purchase from Us or our Affiliates

As of the issuance date of this Disclosure Document, you currently are required to purchase the following items from us: Grawnola, Bark, baked goods, Energy Bites and all other Grab and Go items.

There are minimum lead times for order fulfillment on many of these items and while we may currently stock some or all of these items, there is no obligation on our part to ensure that they are always in-stock and on-hand. There may be delays in delivery. You are required to maintain an inventory of some or all of these items, as we specify. The pricing for these items may vary over time, including variations based on volume orders. As of the issuance date of this Disclosure Document, you are not required to purchase any other goods or services from us or our affiliates, however we reserve the right to require you to purchase any item, good or service from us, our affiliates, and/or our designated supplier, as we specify, in the future at any time.

We and/or our affiliates will derive revenue and other material consideration, including through mark-ups on your purchases, on account of these and other purchases. We may also derive revenue on account of your purchases from us, our affiliates and any other supplier without limitation. The amount of markup and pricing for required purchases is subject to the absolute discretion of The Juice House.

System Modifications

We have the right to supplement, improve and otherwise change the System at any time, including in response to the opportunity to offer new services and products to customers of Restaurants operating under the System, the experience of Restaurants over time and other factors. We will have full control and discretion over any of these developments and you must comply with all reasonable requirements, including offering and selling new or different products or services specified by us. System modifications may be transmitted via the Internet, mail or through modifications to the Manual. You may incur additional expenses and may be required to make additional investments to comply changes and modifications.

Authorized Suppliers

We provide you with a list of all then-current approved suppliers and distributors during the training program, or before you open your Restaurant. We may designate additional suppliers or remove any supplier from our approved list at any time. We reserve the right to purchase items from us and/or our affiliates in the future. Currently, you must purchase the POS and Camera System, paper products, kitchen equipment (i.e. knives, containers, cutting supplies, scoops, blenders, juicers, refrigerators and freezers), cleaning equipment, marketing items, signage and most food and beverage items (including, but not limited to, produce, dairy, proteins, and superfoods) from our designated suppliers. As of the issuance date hereof, none of our officers have any ownership interest in any of our suppliers.

Products/Items Bearing the Marks

If you wish to purchase any items bearing the Proprietary Marks, you must submit a sample of the items bearing the Proprietary Marks to us for approval before purchasing them from a third-party supplier. We reserve the right to require you to purchase these and other items from us or a designated supplier in the future.

Derived Revenue

We and our affiliates may derive revenue on account of your purchases and/or leases of any and all items, products and services. We and/or our affiliates may charge you markups on products and services sold to you by us and/or our affiliates and there is no limitation on the amount of any such markups. In the year ending December 31, 2022, The Juice House LLC's revenue from the sale of Grawnola, Bark, baked goods and Energy Bites to franchisees was $11,225.53, or 1.015% of The Juice House LLC's total revenues of $1,105,199.11, as reported in our most recent audited financial statements for the period from January 1, 2022 to December 31, 2022.

As of the issuance date of this Disclosure Document, we have not negotiated arrangements with system suppliers, but we may do so at any time. We are not obligated to negotiate or maintain these relationships and we are not required to pass discounts on to our franchisees. Our negotiated terms do not necessary indicate that the prices we negotiate are lower than pricing available from other suppliers.

Except as disclosed in this Item, as of the issuance date of this Disclosure Document, we have not established any purchasing arrangements with designated suppliers and do not receive any payments on the basis of required franchisee purchases. We reserve the right to establish purchasing arrangements with designated suppliers and to receive payments and other consideration on the basis of required franchisee purchases at any time in the future.

Furniture, Fixtures and Equipment

You must purchase furniture, fixtures, equipment, including point of sale and computer hardware, software, security systems, inventory, signage, decor and services we require under specifications set forth in the Confidential Operations Manual (the "Manual").

You must, at your expense, construct, improve and operate the Restaurant under the System and in accordance with our standards and specifications as set forth in the Manual and other publications we may issue from time to time. These specifications include standards and specifications for the appearance, quality, price, performance and functionality. These standards and specifications will be based on our affiliates' experience in operating an educational Restaurant of the type we are franchising and through research and testing. We may communicate our standards and specifications directly to suppliers who wish to supply you with furniture, fixtures, equipment, inventory and signage under specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the franchised Restaurant during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices. While we have created standards and specifications for the development of your franchised Restaurant, we have not designated any vendors and suppliers.

New Products and Services, Review Criteria

If you would like to purchase any goods or services in establishing and operating the Restaurant that we have not approved, (for goods and services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approver supplier criteria. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services or from the supplier. Our criteria for approving or revoking approval of suppliers include: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production delivery and capability; and dependability and general reputation. Our decision, however, to approve or revoke approval of suppliers is subject to our sole and absolute discretion, without regard to any standard of reasonableness or other standards of care limiting our rights.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier. Additionally, we may, but are not required to, negotiate pricing arrangements, including volume discounts on behalf of our franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume. Presently, there are no purchase or supply agreements in effect and no purchasing or distribution cooperatives that you must join.

We estimate that the cost of the equipment, supplies, services and goods for resale that must be purchased from designated or approved suppliers, or in accordance with our specifications will represent approximately 90% to 100% of your expenditures in connection with the establishment of your franchised Restaurant, and will represent between 5% and 35% of your ongoing expenses.

We do not guarantee the availability of independent sources of supply for any particular item, product or service require to established or operate your Restaurant. We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve. We have no purchasing or distribution cooperatives serving our franchise System.

We must approve your Restaurant location and your lease agreement. The terms of the lease agreement which you may be required to enter into for your Restaurant are described in Item 11 below.

At our request, you must sign a Security Agreement which creates a security interest for our benefit in your inventory items, fixtures and equipment and other assets owned by you and used for the operation of, or related to, your Restaurant, in order to secure your obligations to us. The Security Agreement is included in Item 22 below of this Disclosure Document. You must sign a Collateral Assignment of Lease agreement assigning all of your rights under your lease agreement to us, at our option, if your Franchise Agreement is terminated or expires. The Collateral Assignment is included in Item 22 of this Disclosure Document.

You must purchase and use the computer software services and electronic cash register system designated by us from our designated supplier. See item 11 for additional disclosures relating to the POS system. We reserve the right to change our supplier of software services and electronic cash register system at any time. You must comply with all such changes at your sole cost and expense.

Insurance

You must obtain and maintain insurance, at your expense, as we require. See Item 11 for more information on insurance requirements. You are also required to expend certain amounts on your grand opening advertising and ongoing local advertising. All advertisements must be approved by us in writing before use. You must provide us with proof of these expenditures.

Pricing and Promotion Requirements

We reserve the right, subject to restrictions imposed under applicable law, to require Restaurants in the System to offer all products, items and services at prices not to exceed the prices we publish from time to time. We currently do not prohibit our franchisees from charging prices lower than our suggested prices for any item and service; however, we reserve the right to do so in the future, to the maximum extent allowed by applicable law.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to franchise owners (for example, renewal or granting of additional franchises) based on their purchase of particular products or services or use of particular suppliers.

Except as stated in this Item 8, there are no goods, services, supplies, equipment, computer hardware and software or real estate which you must purchase or lease from us or our designee or from suppliers approved by us.

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	Article 2 of the Franchise Agreement	Item 7 and 11

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
b.	Pre-Opening Purchases/Leases	Sections 4.03 and 8.04, 9.01 of the Franchise Agreement	Item 6, 7 and 8
c.	Site Development And Other Pre-Opening Requirements	Article 2, and 4 of the Franchise Agreement	Items 6, 7 and 11
d.	Initial And Ongoing Training	Article 7 of the Franchise Agreement	Item 11
e.	Opening	Sections 4.01.10 of the Franchise Agreement	Item 7, 8 and 11
f.	Fees	Article 5 of the Franchise Agreement	Items 5, 6 and 11
g.	Compliance With Standards And Policies/Operating Manual	Article 8 of the Franchise Agreement	Item 8, 11, 14 and 16
h.	Trademarks And Proprietary Information	Article 10 of the Franchise Agreement	Items 13 and 14
i.	Restrictions On Products/Services Offered	Article 9 of the Franchise Agreement	Item 16
j.	Warranty And Customer Service Requirements	None	Item 11
k.	Territorial Development And Sales Quotas	None	Item 12
l.	Ongoing Product/ Service Purchases	Article 9 of the Franchise Agreement	Item 8 and 16

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
m.	Maintenance, Appearance And Remodeling Requirements	Articles 4 and 8 of the Franchise Agreement	Item 8 and 11
n.	Insurance	Article 15 of the Franchise Agreement	Items 7 and 8
o.	Advertising	Article 14 of the Franchise Agreement	Items 6 and 11
p.	Indemnification	Section 22.03 of the Franchise Agreement	Item 6
q.	Owner's participation/ Management/ Staffing	Article 8 of the Franchise Agreement	Items 11 and 15
r.	Records/Reports	Article 13 of the Franchise Agreement	Item 6
s.	Inspections/Audits	Sections 13.05 of the Franchise Agreement	Items 6 and 11
t.	Transfer	Article 16 of the Franchise Agreement	Item 17
u.	Renewal	Section 3.02 of the Franchise Agreement	Item 6 and 17
v.	Post-Termination Obligations	Article 18 of the Franchise Agreement	Item 6 and 17
w.	Non-Competition Covenants	Article 19 of the Franchise Agreement	Item 12, 15 and 17

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
x.	Dispute Resolution	Article 25 of the Franchise Agreement	Item 17
y.	Security Interest	Exhibit H to the the Franchise Agreement	Item 8

ITEM 10. FINANCING

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

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

A. Before you open your Restaurant, we will do the following:

1. We will make available to you, at no charge, standard specifications for the construction of a prototypical Restaurant, including exterior and interior design and layout, display requirements, fixtures, equipment and signage. You shall, at your expense, adapt the standard specifications to the Restaurant. (Franchise Agreement Section 6.01.1).

2. We will provide an initial training program prior to the opening of the Franchised Business for your Initial Training Team at your Restaurant, or place we designate. (Franchise Agreement, Section 6.01.2).

3. We will provide to you, on loan, one copy of the Manual. (Franchise Agreement, Section 6.01.4).

4. We will give you information and the identification of source from which you may purchase certain products, signage and location collateral material. (Franchise Agreement, Section 6.01.5).

B. Although not obligated to do so, we may also:

1. Provide such other training programs, after the opening of the Restaurant as we, in our sole discretion, deem appropriate. (Franchise Agreement, Section 6.02.1).

2. Provide such continuing advisory assistance to you in the operation of the Franchised Business, after the opening of the Restaurant, as we, in our sole discretion, deem advisable. (Franchise Agreement, Section 6.02.2).

3. Provide to you, periodically, as we, in our sole discretion, deem appropriate, advice and written materials concerning techniques of managing and operating the Franchised Business, including required and suggested inventory and sales instructions, new developments and improvements in Restaurant layout and design, and new developments in services, merchandising and packaging of products and services, however, we are not obligated to assist you in obtaining your inventory. (Franchise Agreement, section 6.02.3).

Site Selection

A. You must find an approved location and secure a lease for the Restaurant within 90 days after you sign your Franchise Agreement. We do not select your site, however your location must be approved by us. In approving your site, we consider the general location, size of your proposed space, neighborhood, traffic patterns, area demographics, parking, physical characteristics and lease terms. Once you find an approved location and secure a lease for the location, you will have 180 days to open your Restaurant. If you do not find a site (or if we are unable to agree on an acceptable site) and open your Restaurant within the time periods required under your Franchise Agreement, we have the right to terminate your Franchise Agreement. The Franchise Agreement requires you to open for business no later than (a) 270 days after you sign the Franchise Agreement, or (b) 180 days after you enter into a lease agreement for the Restaurant. (Franchise Agreement, Section 17.02.1).

We do not currently own any premises that we lease to our franchisees; although, we reserve the right to do so in the future. At your request, we may assist you in finding an approved location, however, our assistance will in no way constitute an assurance, representation or warranty of any kind as to the suitability of the location, however, our assistance will in no way constitute an assurance, representation or warranty of any kind as to the suitability of the location, or for any other purpose. (Franchise Agreement, Section 2.02).

B. You must negotiate and obtain a lease agreement for the approved location at your expense and sign and deliver to us a Collateral Assignment of your rights under the lease agreement in order to secure your obligations and our rights under your Franchise Agreement. You must submit to us a copy of your lease before signing and pay to us a Lease Review Fee. We will require you to include certain provisions in your lease agreement, including the provision outlined in C below. Any assistance we may provide in negotiating your lease agreement, will in no way constitute an assurance, representation or warranty of any kind as to the suitability for the lease agreement for the operation of the Restaurant or for any other purpose. (Franchise Agreement, Section 2.02).

C. We require the inclusion of the following provisions in the lease agreement: (Franchise Agreement, Section 2.02)

1. A provision that restricts the use of the premises solely to the operation of your Franchise;

2. A provision that, if you fail to timely pay all amounts due to us, or the landlord, we have the right to charge and collect from you all resulting costs and expenses incurred by and penalties imposed on us;

3. A provision that prohibits you from subleasing or assigning all or any part of your rights or extending the term of or renewing the lease agreement without our prior written consent;

4. A provision giving us the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under your Franchise Agreement or the lease agreement;

5. A provision reserving to us the right to receive an assignment of the leasehold interest upon the termination or expiration of the lease agreement or your Franchise Agreement;

6. A provision requiring the landlord to provide The Juice House with written notices of any defaults issued to you under the lease; and

7. Any other provision that The Juice House believes is necessary to protect its interests.

<u>Plans and Specifications for your Restaurant</u>

We provide to you, at no charge, standard, generic, prototypical plans and specifications for the construction of your Restaurant, including design and layout, display requirements, fixtures, equipment and signage. (Franchise Agreement, Section 6.01). You will then, at your expense, have specific plans and specifications for construction or conversion of the space for the Restaurant prepared by a licensed architect. You may request our assistance with the design layout for the Restaurant, which we may provide at our discretion. We are not contractually obligated to assist you with the design layout. Before you may begin construction, these plans and specifications must be approved by us in writing. Any changes or modifications must also be approved by us in writing. All construction and build-out costs will be at your sole expense.

You must ensure, before opening, that your Restaurant is accessible to, and useable by, persons with disabilities, meets the Standards for Accessible Design for new construction in the ADA Accessibility Guidelines ("ADAAG") as may be amended from time to time, or any more stringent accessibility standard under federal, state or local law. It is your responsibility to ensure that your Restaurant is constructed in compliance with all applicable laws, rules and regulations.

You must perform all necessary construction of your Restaurant, and you must purchase and install all fixtures, equipment and signs designated by us, at your expense. You must completely remodel or refurbish your Restaurant, at our request, no more frequently than every 5 years unless you are required by your lease or applicable law to do so more frequently. We are a start-up franchisor and, as of the issuance date of this Disclosure Document, we have not imposed any remodeling or refurbishment requirements. We cannot predict the range of costs and expenses associated with any remodeling or refurbishment requirements. There are no limits on the costs and expenses you may incur in complying with any remodeling or refurbishment requirements. We do not expect that your costs and expenses you will incur in remodeling or refurbishing your Restaurant will exceed the cost you incur in initially building out your Restaurant.

Estimated Opening Time Period

We expect that franchisees will typically open their Restaurants within 9 months after they sign their franchise agreements and typically two to five months after they find an approved location and secure a lease for the location. The factors that affect this time are the ability to locate a suitable site and obtain a lease, financing or building permits, zoning and local ordinances, construction schedules, obtaining licenses and permits, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

Computer System

You must use all computer hardware and software applications that meet our specifications. You must purchase our designated computer system. The current computer system includes the following components: Computer, Clover ("POS"), Printers. If required by our designated POS system, you will also be required to pay third-party monthly subscription fees (currently, $50/month). Currently, we do not require you to purchase tech support services from a designated supplier; however, we reserve the right to require you to do so in the future. from our designated supplier. The POS software was not manufactured or produced specifically for our franchise system. We anticipate that the cost of annual updates to your computer system will not exceed $2,000.; however, there are no contractual limitations on the frequency and cost of upgrading or updating your computer system. Such updates and upgrades shall be done as necessary and are to be done solely at your expense.

You use the computer to, among other things, keep sales, inventory and customer information. We may independently access the information in your computer system to audit your sales or analyze your operations. There are no contractual limitations on our rights to access your computer information.

You must make reasonable upgrades and updates to your computer system, at our request and at your expense. We need not assist you to obtain your computer hardware, software or related services, i.e. maintenance, upgrades or repairs. Except as provided by the manufacturer's warranties, neither we nor any third party has a contractual obligation to provide ongoing repairs, upgrades or updates to your hardware or software.

If we change or modify our electronic point of sale system or computer system used in Stores, you are required to change or modify your electronic point of sale or computer system to conform to our new standards.

Operations Manual

We provide to you, on loan, one copy of the Manual, which contains mandatory and suggested specifications, standards and procedures. (Franchise Agreement, Section 6.01.4). As of the issuance date of this disclosure document, there were 174pages in the Manual. This Manual is confidential, contains our trade secrets and remains our property. You are not permitted to disclose any part of the Manual to any person other than to employees of yours who need to know the specific information in the Manual in connection with the performance of their duties in operating the Restaurant and who agree to maintain the Manual’s confidentiality by signing a confidentiality agreement. You may not, at any time, copy, duplicate, record or otherwise reproduce any part of the Manual. We may designate the form of confidentiality agreement you must use with employees who may have access to any of our confidential information to ensure adequate protection of our confidential information, including the contents of the Manual. We do not, however, control the forms or terms of your employment agreements with your employees. You are solely responsible for these forms and for your employment and labor relations. You understand that if the Manual includes any suggestions or optional forms relating to any security policies or personnel policies, it is your responsibility to determine to what extent, if any, these policies or procedures might apply to your operation at the Restaurant. We do not mandate, dictate or otherwise directly or indirectly control labor or employment matters for franchisees of the System and their employees. You are solely responsible for the safety and security of your employees and customers. It is your responsibility to hire and train all of your employees.

We may modify the Manual, but the modification will not alter your status and rights under your Franchise Agreement. (Franchise Agreement, Article 11). The Table of Contents to our Operations Manual as of the issuance date of this Disclosure Document is attached as Exhibit H. You are permitted to view the Manual at our offices before signing the Franchise Agreement, but you must sign a confidentiality agreement before doing so.

We give you advice as to products and supplies, however, we are not required to assist you in obtaining any products or supplies. (Franchise Agreement, Article 6)

We have no obligation to develop new products or services to be offered by you to your customers, hire or train employees, improve or develop the franchised business, establish prices, establish or use administrative, bookkeeping, accounting or inventory control procedures, or to resolve operating problems encountered by you in the operation of your Restaurant. We need not provide you with any other service or assistance before you open your Restaurant.

Ongoing Support

During your operation of the Restaurant, we provide you with advice regarding the management and operation of your Franchise, to the extent that we deem necessary and desirable.

As we deem appropriate, we also issue updated information and revisions to the Manual as new and improved methods, systems and procedures for the operation of your Franchise are developed or adopted by us. (Franchise Agreement, Article 11).

Advertising Funds

Currently, you must contribute up to 2% of your Gross Sales ("Advertising Fee") to our Brand Marketing Fund ("Brand Marketing Fund") on a monthly basis on the 15th day of each month. The Brand Marketing Fund is the only marketing fund established as of the issuance date of this Disclosure Document; however, we reserve the right in the future to create other advertising or marketing funds and to direct a portion of your Advertising Fee towards those new funds (collectively with the Brand Marketing Fund, the "Funds"). We have no obligation to conduct advertising for the franchise system; we may change, dissolve or merge the Funds at any time, in our sole discretion.

Payments shall be made via ACH, electronic funds transfer, or, if we designate, by separate checks made payable to the Fund(s). As of the issuance date of this Disclosure Document, we did not collect Advertising Fees for the 2022 calendar year, or for any prior years.

Administration of Funds

We may administer the Brand Ad Fund or one or more Regional Ad Funds (the "Funds") ourselves, or designate or license a third party to do so. We may change, dissolve or merge any of the Funds at any time, in our sole discretion. We have sole discretion over the creative concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout and content of all national, regional, and local advertising paid out of the Funds; and the Funds will be maintained and administered by us, or our designee, as follows:

The Funds are intended to maximize general public recognition and acceptance of the Marks for the benefit of the System, and neither we, nor the Funds, are obligated to make expenditures for you that are equivalent or proportionate to your contributions. We are not required to ensure that you benefit directly or pro rata from the placement of advertising; we are not required to spend any amount on advertising in your Protected Territory.

The Funds, all Advertising Fees and contributions to the Funds, and any earnings by the Funds, may pay for creating, producing, maintaining, administering, directing, conducting, printing and preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including the costs of preparing and conducting television, radio, Internet, mobile applications, magazine, newspaper and other media advertising campaigns; developing and/or hosting an Internet web page or similar activities; conducting market research; providing other marketing materials to franchisees; direct mail advertising; on-line Internet advertising and marketing including click-through charges paid to search engines, sources of banner advertising and host sites; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; printing and production costs; purchasing promotional items, conducting and administering visual merchandising, promotions and merchandising programs; and providing promotional and other marketing materials and services. Without limiting this broad discretion, we may use Advertising Fees for the preparation, production and circulation of video, audio and written materials and electronic media; costs associated with inbound marketing channels and providers (including Google, Facebook, Instagram, TikTok etc.); and developing, implementing and maintaining an electronic commerce Website and/or related strategies. Advertising may be local, regional or national, in any type of media, including Internet, print, radio and/or television. We may handle advertising in-house or may utilize, in our sole discretion, a local, regional or national third party agency to do so.

Advertising Fees contributed to the Funds may also be used to provide rebates or reimbursements to you for local expenditures on products, services or improvements, approved in advance by us, which we believe will promote general public awareness and favorable support for the System. We have no obligation to segregate Advertising Fee payments or maintain accounts separate from our other funds. Advertising Fees may be commingled with funds in our general accounts. We expect to use an amount equal to all contributions made in any fiscal year, but any monies remaining in any Funds at the end of any year will carry over to the next year. We expect to use any interest or other earnings of the Funds before using current contributions, but are not required to do so.

We are not required to prepare or provide you with any statements relating to the Advertising Fee, the Funds or expenditures of the Funds, although we may do so at our option. The Funds will not be audited, unless we decide, in our sole discretion, to require an audit. If we choose to require an audit, all expenses for the audit will be paid out of Advertising Fees contributed to the Funds. Any findings from such an audit may only be disclosed to you if we, in our sole and absolute discretion, permit such a disclosure. We may, but are not required to, create internally prepared, periodic statements of operations for the Funds. These statements, if created, may be made available to you, upon your reasonable prior written request.

We have the right to terminate any one or more of the Funds at any time. If a Fund is terminated, we are not required to return any Advertising Fee contributed to any such terminated Fund by you and will expend any retained contributions for the terminated Fund for System advertising purposes. None of the Advertising Fees paid to us are refundable at any time, including upon termination or expiration of the Franchise Agreement.

We may use the Advertising Fees and Fund contributions to pay: the salaries and benefits of personnel who manage, administer and/or work the Fund(s) and its activities; administrative costs, travel expenses, meeting costs, overhead costs and expenses; a management fee payable to us, an affiliate and/or our designee; taxes on Advertising Fees and contributions; market research; public relations; and the creation, preparation and production of advertising, promotions and marketing materials.

The Fund is not a trust. We have no fiduciary obligation to you for administering the Fund or for any other reason. We do not expect to use Advertising Fees specifically to develop materials and programs that will be used principally to solicit franchisees. Media, materials and programs, including our Website and social media pages (which may be prepared using Advertising Fees) may describe our franchise program, reference availability of franchises and related information, and process franchise leads. We may, at any time, defer or reduce a franchise owner's Advertising Fee requirements.

We may structure the Fund(s) organization and administration in any way that we determine. We may organize or reorganize the Fund into a separate entity as we deem appropriate and we may transfer all Advertising Fees and Fund contributions and assets to the entity. We may require you to pay the Advertising Fees directly to the entity.

We currently do not have a franchise owner advisory council that advises us on advertising policies.

Local Advertising Requirement

You must expend 2% of Gross Sales each month on local advertising, marketing, sponsorships, public relations and promotions specifically identifying or featuring your Restaurant in your local area (your "Local Advertising Expenditure Requirement"). You must follow our guidelines in your local marketing and advertising activities. Expenses for employee salaries, wages, travel expenses, and menu printing and/or distribution do not count towards your Local Advertising Expenditure Requirement. We reserve the right to require you to submit to us, on a quarterly or monthly basis as we designate, a local advertising and marketing plan specifically describing how you propose to spend Local Advertising Expenditure Requirement.

If you do not meet your Local Advertising Expenditure Requirement, or if you fail to otherwise comply with your local marketing and advertising obligations, we have the right, in addition to any and all other rights and remedies available to us under the Franchise Agreement and applicable law, to (a) require you to immediately pay all sums you were required to, but failed to expend ("Local Advertising Deficiency"), to the Fund, (b) require you to spend the Local Advertising Deficiency in the manner designated or approved by us for local marketing purposes, or (c) require you to immediately pay the Local Advertising Deficiency to us to be expended by us or our designee in our sole discretion in a way that may or may not directly or indirectly benefit your Restaurant.

You may be required to participate in promotional programs or offers that require your donation to a charity.

Promotional Programs

We have the right to create national, regional and/or local promotional programs that involve giveaways and/or sales at specified prices, and other incentives or benefits for the time periods we designate. We are not required to compensate you for participation in such programs. We may develop digital promotions, social media promotions, customer loyalty programs, gift card programs, coupons and similar programs for the time period we designate. We may require you to utilize designated third party vendors who provide customer experience apps that allow for online ordering and customer rewards (currently, TapMango).

Grand Opening Advertising Campaign

You must conduct a Grand Opening Advertising Campaign for your Restaurant and expend between $7,500 and $12,500 in the manner we specify or approve (the "Grand Opening Advertising Expenditure"). We may designate an approved supplier of local advertising and marketing services and may require you to engage that supplier's services in connection with the Grand Opening of your Restaurant. We may require you to expend the Grand Opening Advertising Expenditure in accordance with any approved or designated supplier's Grand Opening advertising program. You are required to prepare and submit to us a written plan detailing the grand opening advertising campaign no later than 30 days before the Restaurant's scheduled grand opening. Within four months following the date the Restaurant opens for business, you must furnish us evidence as we may reasonably require to verify your compliance with the Grand Opening Expenditure requirements.

Cooperative Advertising

We encourage the formation and operation of franchisee cooperative advertising associations (each a "Co-op"). If formed, each Co-op will coordinate advertising, marketing efforts and programs, and attempt to maximize the efficient use of local advertising media. If a Co-op is formed for your region, you must participate in the Co-op or lose your right to vote as to decisions regarding advertising and marketing efforts and programs. In no event will you be required to be a member of more than one Co-op. We have the right to require any Co-op to be organized and governed (a) in a form and manner approved in advance by us in writing, and (b) for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized promotional materials for use by the members in local advertising. Since the cooperative has not yet been formed there are no governing documents with respect to its administration of the cooperative and we reserve the right to have our corporate owned locations either not contribute to the cooperative or contribute at a lower rate than franchised businesses.

No advertising or promotional plans or materials may be used by any Co-op, or furnished to its members, without our prior approval. We, in our sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Co-op, and/or from the obligation to contribute to the Co-op (including a reduction, deferral or waiver of such contribution), on written request of the franchisee stating reasons supporting the exemption. Our decision concerning such request for exemption shall be final.

As of the issuance date of this Disclosure Document, no advertising cooperatives have been formed. Accordingly, you are not required to participate in any local or regional advertising cooperatives at this time; however, we reserve the right to require your participation in the future and any future Co-op will be formed in accordance with the process set forth above.

Use of Your Own Advertising Material including Electronic Media

You may develop advertising and promotional materials for your own use, however, we must approve all advertising promotional materials before you use them. If we do not approve or disapprove your proposed materials within 15 days of your submission, they will be deemed approved. We may require that a "tag line", stating that franchise and/or career opportunities are available, be included in any advertising.

You are prohibited from using the Marks and listing, marketing, advertising, or otherwise promoting your Franchised Business on or through the Internet, any social media site, mobile application, networking website, electronic media, or any emerging or future developed media outlet or platform, including Facebook™, Snap Chat, Twitter™, LinkedIn™, Living Social™, Instagram™, TikTok™, Groupon™, MySpace™, YouTube, Pinterest, Foursquare, Yelp, Google, Yahoo, or any similar sites, without our prior written consent in each instance. We may withhold our consent for any reason and we may condition our consent on your compliance with our designated guidelines, methods, procedures, rules and regulations. You may not post any content on the Internet, electronic media, mobile applications, social media or any future developed media outlet relating to the Restaurant or the System without first (a) obtaining our prior written consent (which we may grant or refuse in our sole and absolute discretion) and (b) complying with any and all restrictions, terms and conditions we impose. You must comply with any and all policies, terms and conditions we designate, including those related to privacy and security. We have the right to establish any requirement we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our website.

We have the right to establish a website or other electronic system providing private and secure communications between us, our franchisees and other persons and entities that we deem appropriate. If we require, you must establish and maintain access to the extranet in the manner we designate. We may periodically prepare agreements and policies concerning use of any extranet that you must acknowledge and sign. If we include information about your Restaurant on any site, you must give us the information and materials we request and otherwise participate in the manner we specify. If you post any information or materials, or provide us with any information or materials to post, you are representing that the information and materials are accurate and not misleading and do not infringe on any third party's rights.

We own all of the intellectual property and other rights in any website, application or other site for the brand and /or the System and all information it contains, including domain names, URLs, visitor data and information (including information relating to visitor "hits") and any and all other data that any visitor to any such site or application may supply either by entering such information or by virtue of visiting the site or using the application.

Training

The training program we currently offer, which is subject to modification in our sole discretion at any time, consists of the following:

We provide you an initial training program that covers material aspects of the operation of the Restaurant. The topics covered are listed in the chart below. The following persons are required to attend and complete the initial training program: you (or one of your owners if you are a legal entity) and your designated manager (you may serve as the designated manager) (collectively, your "Training Team" or "Franchisee Trainees").

We provide the initial training program to your Training Team. Your Training Team must complete the initial training program to our satisfaction. Your Training Team must satisfactorily complete the initial training no later than 15 days before the opening of the franchised Restaurant. We expect that the Training Team will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the chart are an estimate of the time it will take to complete training. Except as otherwise disclosed in this Item, we do not charge for initial training. You must pay for all travel costs, salaries (if applicable) and living expenses for yourself and the Training Team. These costs (not inclusive of salaries) are estimated in ITEM 7. If you replace your designated manager, your new designated manager must attend our training program. You may be charged fees for additional training. You must pay us for all additional training that we provide; additional training will be charged to you at our designated hourly rate (currently, $150/hour) plus the cost of any out-of-pocket costs incurred by our trainers in providing the additional training. You are responsible for training your own employees and other management personnel.

For the opening of the Restaurant, we will provide you with one of our trained representatives. The trained representative will provide on-site pre-opening and opening training, supervision, and assistance to you for up to 5 days around your Restaurant opening. You must reimburse the expenses our representative incurs while providing opening assistance, such as travel, lodging and meals.

Your franchised Restaurant must at all times be under the day-to-day supervision of a designated manager who has satisfactorily completed our training program. After a replacement of the designated manager, he or she has 30 days to complete initial training to our satisfaction. We may permit the replacement manager to complete the initial training at your Restaurant, in which case, you must pay our trainer(s) on an hourly basis at a rate of $150 per hour.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Discussion/Lecture	15 hours		Cranford, NJ
On-The-Job/Hands On Training		80 hours	Garwood/New Providence, NJ
On-site/Pre-grand-opening Training		45 hours	Franchisee location
	15 hours	125 hours	

Training will be conducted by Arielle Cassidy and Ryne Boyle.

Arielle Cassidy

Ms. Cassidy has owned and operated "The Juice House" locations for nine years. She has trained all staff members during that time.

Ryne Boyle

Mr. Boyle has co-owned "The Juice House" locations for nine years. He has assisted with training all staff members during that time.

We may use various materials during the training program, which may include PowerPoint presentations, informational packets, the operations manual and/or other materials. If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers, or remove any trainer at any time. There are no limits on our right to assign a substitute trainer to provide training, or to remove one of the named trainers. We shall have the right to determine who is qualified to be a trainer in our sole discretion, there are no minimum qualifications that a trainer must have.

The training will occur in Garwood, New Jersey, and, at our discretion, at your Restaurant location. We reserve the right to change the location of training or to require training to be done virtually in our sole discretion. We will inform you of the dates and location of the training. Training sessions offered on an "as needed" basis.

Annually, you, and/or your managers must attend refresher-training programs to be conducted at our headquarters, another location or virtually as we designate in our sole discretion. Attendance at these programs will be at your expense. You do not have to attend more than 2 of these programs in any calendar year and these programs will not exceed 2 days during any calendar year.

You will be responsible for training your employees. We may make tools and/or recommendations for implementing such training, but we are not required to do so. We may require that employees be re-trained by you if during any inspection or review, we determine it is necessary for Brand protection and uniformity purposes. We may require you to attend an annual conference and to charge you a fee to attend.

ITEM 12.
TERRITORY

Your franchised Restaurant is to be located at a location to be approved by us. Once we approve your location, a "Protected Territory" will be assigned. We will not establish or license another to establish a Restaurant within a specified area (your "Protected Territory"), during the term of your Franchise Agreement, with the exception of Restaurants (including alternate business formats) located in Special Venues.

Minimum Protected Territory

We will describe your Protected Territory in your Franchise Agreement when we approve your site for the Restaurant. We will determine the size and boundaries of your Protected Territory in our discretion, based upon factors including geographic area, population density, character of neighborhood, location and number of competing business in the surrounding area, and other factors. While there is no minimum territory size and the exact size of each territory varies based on the applicable factors, a typical territory will cover an area that consists of (a) approximately a 1 mile radius surrounding your Restaurant if your Restaurant is located in a rural area; (b) a 4-block radius surrounding your Restaurant if your Restaurant is located in an urban area; (c) the boundaries of the shopping center or mall premises, if your Restaurant is located within a shopping center or mall.

You must comply with your royalty payment obligations in order to retain your Protected Territory. If you do not comply with your royalty payment obligations, subject to the notice and cure periods stated in your Franchise Agreement, we have the right to terminate your Franchise Agreement, which will eliminate all rights, including territorial protection. You are not required to achieve or maintain any given level of sales or to satisfy any other contingency in order to retain your Protected Territory and, provided that you are not otherwise in default under your Franchise Agreement, your Protected Territory will continue to apply even if the population in your Protected Territory increases, or you sell or transfer your Franchise.

Special Venues

We reserve the right to establish and operate, or license others to establish and operate, Restaurant(s) in "Special Venues", including Special Venues located in your Protected Territory. The term "Special Venues" shall mean travel centers, airports, schools, railroad/railway or bus stations, government institutions, hospitals, military installations, stadiums, sports arenas, casinos, amusement parks, theaters, "big box" retail stores, and other locations within institutional or public service operations.

Relocation of Your Restaurant

Under the terms of the Franchise Agreement, you do not have the right to relocate your Restaurant without our prior written consent. If you are not in default under your Franchise Agreement, your Protected Territory will continue to apply even if you sell or transfer your Franchise. Except for your Protected Territory, your Franchise is non-exclusive. You are not granted any options, rights of first refusal or similar rights to acquire additional Restaurants.

If the lease agreement for your Approved Location expires or is terminated before the expiration of your Franchise Agreement, other than because of your default under the lease agreement or your Franchise Agreement, you have up to 180 days within which to: (i) find a new location for your Franchise which is acceptable to us and does not conflict with any rights granted by us to others; and (ii) secure a lease for the premises. You must open your re-located Franchised Business within 180 days after you find your new location and obtain a lease for the premises.

If the lease agreement for your Approved Location expires or is terminated before the expiration of your Franchise Agreement, you must use best efforts to secure a renewal of the existing lease. If you are unable to secure a renewal of the existing lease, you must find a new location which meets our then current site-selection criteria and which does not conflict with any rights granted to third parties, and secure a lease for this location within 180 days after the termination or expiration of the lease agreement. You must open your Restaurant for business at the new Approved Location within 180 days after you secure the lease for the Approved Location. If you are unable to secure a renewal of your existing lease, and/or you do not find an Approved Location and open your Franchised Business, then your Protected Territory terminates and we may elect to terminate your Franchise Agreement.

If you are unable to secure a renewal of your existing lease (despite using best efforts), you must secure a new location approved by us. Your Franchise Agreement will remain in effect following the expiration or termination of the lease; provided, however, that you do not have to make royalty payments to us until the earlier of: (i) the date you find an Approved Location and secure a lease for the premises; or (ii) the expiration of 180 days from the date your lease expires or is terminated.

Non-Competition

If we terminate your Franchise Agreement, you may not, for a period of two years thereafter, operate, engage in, provide assistance to, or have any interest in any Competitive Business that is located, or is intended to be located: (a) at the Approved Location; (b) within a 25-mile radius of the Approved Location; (c) within a 25 mile radius any other Restaurant; or (d) anywhere in the state of New Jersey. You further covenant that you shall not engage in unfair competition with The Juice House or any of its System Restaurants. The term "Competitive Business" means any business operating, or granting franchises or licenses to others to operate: any store, restaurant or foodservice business that offers, as a primary offering, fresh or bottled juices, smoothies, fruit and/or vegetable-based beverage items or healthy food bowls.

Reservation of Rights

We, or our affiliate(s), may: (i) establish and license others to establish *The Juice House* Restaurants under the System at any location outside of your Protected Territory; (ii) establish and license others to establish retail stores, kiosks or the like under other systems, using other proprietary marks, which offer or sell other products or services which are located either within or outside of your Protected Territory; (iii) market, distribute and sell, directly or indirectly, or license others to market, distribute or sell, directly or indirectly, any products from any location or to any purchaser (whether the purchaser is located within or outside your Protected Territory) under any proprietary mark, including "*The Juice House*" through alternative channels of distribution, within or outside your Protected Territory, including through the Internet and wholesale distribution centers; (iv) establish or operate and license others to establish or operate a *The Juice House* restaurant or kiosk at any location outside the Protected Territory, regardless of the restaurant's proximity to your Protected Territory; and (v) acquire, be acquired by, merge or affiliate with, or engage in any transaction with other businesses (whether or not those businesses are competitive), including competing franchise systems with units operating in your Protected Territory. If we acquire a competitive business or a competitive franchise system with units operating in your Protected Territory, we have the right to operate the business under the Proprietary Marks in your Protected Territory without affording any rights to you or providing any compensation to you.

Restrictions on Solicitations

You are not permitted to solicit customers or advertise outside of your Protected Territory without our prior written approval. We may condition its approval on your agreement to offer other *The Juice House* franchisees who are operating Restaurants in territories encompassed by the circulation base of the proposed advertising, the opportunity to participate in, and share the expense of your solicitation and/or advertising. You are not permitted to use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales outside of your Protected Territory without our prior written approval. We have the right to condition our approval on the terms that we determine necessary, such as requiring that your domain name and home page belong to us and be licensed to you for your use during the term of your agreement.

While we will not establish or license another to establish a Restaurant within your Protected Territory, nothing in the Franchise Agreement prohibits us from soliciting or accepting business within your Protected Territory through alternative channels of distribution (e.g. the Internet, catalog sales, telemarketing or other direct marketing). We are not under any obligation to pay you compensation for any business we solicit or accept inside your Protected Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You do not have any right of first refusal, first offer or similar to purchase any additional franchises we propose to sell near your Protected Territory.

Other than as described above, neither we nor any affiliate of ours currently operate or franchise, or have present plans to operate or franchise, a business under a different trademark that sells goods and services similar to those being offered at The Juice House; however we reserve the right to do so in the future.

ITEM 13.

TRADEMARKS

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the "**Marks**") as are designated by us in writing for use in connection with the System. Our right to use and license others to use the Marks is exercised pursuant to a long-term intellectual property license agreement with our affiliate, The Juice House IP Holdings, LLC (the "**IP Agreement**") which, if not renewed, ends on May 1, 2119, and which can be terminated upon thirty days' notice for a material breach. Under the IP Agreement, we are granted the right to use and to permit others to use the Marks. We have the right to license the use of the Marks to you for the term of the Franchise Agreement, including any extensions or renewals.

The following trade names, trademarks, service marks, logotypes and other commercial symbols are registered (or pending registration) with the United States Patent and Trademark Office principal register:
:

Mark	Serial Number/Registration Number	Registration Date
	Serial Number: 88411234	Filed May 1, 2019; Registration pending
The Juice House	88411301/6406157	July 6, 2021
	88411462/5981284	February 11, 2020
	88411355/6182689	Oct. 27, 2020
badandjuicy	88411560/6056619	May 19, 2020

We do not have a federal registration for one of our principal trademarks. Therefore, that trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits and renewals (if any) pertaining to the above registrations have been filed.

We may require you to use other current or future developed trademarks to operate your Restaurant. The term trademarks means trade names, trademarks, service marks and logos used to identify the Restaurant. We are not restricted in the way we use these trademarks, and we have all the rights to license or franchise others to use these trademarks. Throughout this Disclosure Document, our trademarks, including those developed in the future and licensed to you for use in connection with the operation of your Restaurant, may be referred to as the "Proprietary Marks."

You are required to follow our rules when using our trademarks. You are not permitted to use any of our trademarks as part of a corporate, limited liability company, or other entity name, email address, electronic identifier or Internet domain name. You cannot use any of our trademarks, except for those we license to you. You may not use any of our trademarks for the sale of any unauthorized product or service, or in any manner we have not authorized in writing. The trademarks licensed to you may only be used by you for the purpose of operating a Restaurant in accordance with the Franchise Agreement, Manual and System.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

We know of no infringing or prior superior uses that could materially affect the use of the Marks in the State of or any other state in which the franchised Restaurant is to be located. We know of no currently effective material determinations of the PTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks. We know of no infringing or prior superior uses that could materially affect the use of the Marks in this state or any other state in which the Restaurant is to be located.

You do not receive any rights to the Marks other than the non-exclusive right to use them in the operation of your franchised Restaurant. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the franchised Restaurant. You cannot use a name or Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Marks in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. You must not use the Marks as part of any email address. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Marks, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Marks. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Marks, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Marks. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Marks and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Marks or for substituting another trademark or service mark for a discontinued Marks. If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your franchised Restaurant for the new or modified Marks. There is no limitation on the costs you may be required to incur in complying with any designated changes or modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Marks.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the word "The Juice House" or any variation thereof without our prior written consent.

ITEM 14.

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own copyrights in the Confidential Operations Manual, textbooks, our website, our social media pages, our marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the franchised Restaurant and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Officeor any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We may develop certain trade secrets and other confidential information, including methods of business management, recipes (including our juice, smoothie, and bowl recipes), sales and promotion techniques, and know-how, knowledge of, and experience in, operating a *The Juice House* restaurant. We may provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your franchised Restaurant. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised Restaurant. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Non-disclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the franchised Restaurant and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED RESTAURANT

While we do not require you to operate the franchised Restaurant, we strongly encourage the owner-operator model. The franchised Restaurant must always be under the direct, full-time, day-to-day supervision of a designated manager. If you are an individual, we may require you to be the designated manager of the franchise. If we require you to be the designated manager, you must request our consent to select another individual to replace you as the designated manager. If you are a corporation or other business entity, you will select a designated manager for the franchise and we may require that the individual you select be an owner of the franchise. The designated manager must attend and satisfactorily complete our initial training program before opening the franchised Restaurant. You must keep us informed at all times of the identity of your designated manager. If you must replace the designated manager, your replacement must attend and satisfactorily complete our initial training program. You must, at all times, faithfully, honestly and diligently perform your contractual obligations and use best efforts to promote and enhance the franchised business.

As described in ITEM 14, certain individuals associated with your franchised Restaurant, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Non-disclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a corporation, limited liability company or other business entity, anyone who owns an interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Personal Guarantee attached to the Franchise Agreement. Your spouses and your owners' spouses may be required to sign the Personal Guarantee and confidentiality agreement.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the products, services and items we specify. You may not sell any products or services that we have not authorized and you must discontinue offering any services or products that we disapprove. We will not compensate you for products or materials that you are unable to sell. We may take action, including terminating your franchise if you purchase or sell unapproved products or services, or if you make purchases from unapproved suppliers. We may periodically change required or authorized services or products. There are no limits on our right to do so.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

We do not place restrictions on you with respect to who may be a customer of your franchised business.

ITEM 17.

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this Disclosure Document.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of the Franchise Term	Section 3.01	The term is 10 years.
b.	Renewal Or Extension Of The Term	Section 3.02	We will grant you a successor Franchise Agreement for a successor term of 10 years, subject to your eligibility and compliance with certain obligations.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
c.	Requirements For You To Renew Or Extend	Sections 3.02.1 through 3.02.9	If you wish to obtain a successor franchise, you must pay a successor franchise fee equal to $20,000, sign new agreement with materially different terms or conditions than your original contract, replace, upgrade or update equipment, sign a release, notify us in advance, not less than 180 days prior to the expiration of your then-current term of your desire to obtain a successor franchise, be in compliance with all terms and conditions of your existing Franchise Agreement, and complete any refresher training programs we may require.
d.	Termination By You.	Not applicable.	
e.	Termination By Us Without Cause	Not applicable.	
f.	Termination By Us With Cause	Article 17	We can terminate if you default.
g.	"Cause" Defined - Curable Defaults	Section 17.02, 17.03	You have a designated time period within which to cure certain defaults, i.e., non-payment of fees (10 days) , non-submission of reports (5 days), default under other agreements between you and us, and other defaults under the Franchise Agreement (30 days).

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
h.	"Cause" Defined - Non-Curable Defaults	Sections 17.02.1-17.02.26	Non-curable defaults include: failure to timely obtain an approved location and all licenses, permits and approvals; failure to open the Restaurant timely; failure to complete training; if you file for bankruptcy, seek reorganization, liquidation or dissolution; abandonment of your Restaurant; conviction of felony, repeated defaults even if cured, loss or suspension of your business license, abandonment, trademark misuse, unapproved transfers; termination of other franchise agreements between you and us; and other defaults listed in Section 16.2.
i.	Your Obligations On Termination/Non-Renewal	Article 18	Obligations include complete de-identification and payment of all amounts due (see also r. below).
j.	Assignment Of Contract by Us	Article 16	There is no restriction on our right to assign.
k.	"Transfer" By You – Defined	Sections 16.02 and 16.03	Includes transfer of contract or assets or ownership change.
l.	Our Approval Of Transfer By You	Section 16.02	We have the right to approve all transfers but will not unreasonably withhold our approval.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
m.	Conditions For Our Approval Of Transfer By You	Section 16.04	New franchisee qualifies, transfer fee paid, training arranged, release signed by you and current agreement signed by new franchisee (also see r. below).
n.	Our Right Of First Refusal To Acquire Your Franchise	Section 16.05	We can match any offer for your franchise.
o.	Our Option To Purchase Your Franchise	Section 18.02.	We have the option to purchase your franchise upon expiration or termination of the Franchise Agreement.
p.	Your Death Or Disability	Section 16.07	Franchise must be assigned by your estate to an approved buyer within 6 months.
q.	Non-Competition Covenants During The Term Of The Franchise	Section 19.02	No involvement in a competing business.
r.	Non-Competition Covenants After The Franchise Is Terminated Or Expires	Section 19.03	No involvement in a competing business for 2 years at the Approved Restaurant Location, within a 25 mile radius of the Approved Restaurant Location, within a 25 mile radius of any other Restaurant (including after assignment), or within the state of New Jersey.
s.	Modification Of The Agreement	Section 26.05	No modifications to the Franchise Agreement unless the modifications are in writing and signed by both parties. We may change the Operations Manual and System Standards at any time.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
t.	Integration/ Merger Clause	Section 26.05	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.
u.	Dispute Resolution By Arbitration Or Mediation	Section 25.02 and 25.03	With the exception of actions by The Juice House under Section 24.4 of the Franchise Agreement, all claims must first be mediated prior to arbitration or litigation. Except for certain claims, all disputes must be arbitrated in Union, New Jersey. The arbitration will occur with each respective party paying their own costs.
v.	Choice Of Forum	Section 25.01	Litigation must be in the state or Federal courts in the State of New Jersey. (Subject to applicable state law. See the state specific addenda attached to this Disclosure Document)
w.	Choice Of Law	Section 25.01	New Jersey law. (Subject to applicable state law. See the state specific addenda attached to this Disclosure Document)

ITEM 18.

PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 19.

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised 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 be given 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Arielle Cassidy, CEO, 510 North Avenue, Garwood, New Jersey 07027, 908-232-1377, the Federal Trade Commission, and the appropriate state regulatory agencies.

[The remainder of this page is intentionally left blank.]

ITEM 20.

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2020	0	0	0
	2021	0	1	+1
	2022	1	1	0
Company-Owned*	2020	2	2	0
	2021	2	2	0
	2022	2	2	0
Total Outlets	2020	2	2	0
	2021	2	3	+1
	2022	3	3	0

- The company-owned outlets are owned and operated by our affiliates at the following locations:
  The Juice House, Garwood, NJ
  The Juice House, New Providence, NJ

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
All States	2020	0
	2021	0
	2022	0
Total*	2020	0
	2021	0
	2022	0

Table No. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2020TO 2022								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End of the Year**
New Jersey	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1

Table No. 4

STATUS OF COMPANY-OWNED* OUTLETS FOR YEARS 2020 TO 2022							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
New Jersey	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
Total	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2

* The company-owned outlets are owned and operated by our affiliates.

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2021			
State	**Franchise Agreements Signed But Outlet Not Yet Opened**	**Projected New Franchised Outlets In The Next Fiscal Year**	**Projected New Company-Owned Outlet in the Next Fiscal Year**
New Jersey	2	2	0
Total	2	2	0

During the last three fiscal years, no former franchisees have signed confidentiality clauses.

Current franchisee information, including store addresses and telephone numbers, is disclosed in Exhibit C to this Disclosure Document. Franchisees who had their franchised business terminated, canceled, transferred, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during our last fiscal year, from our last fiscal year through the issuance date, or who have not communicated with us within ten weeks of this Disclosure Document's issuance date will be provided in Exhibit D.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the Issuance Date of this Disclosure Document, there were no trademark-specific franchisee organizations associated with the System that have either been created, sponsored or endorsed by us, or that have been incorporated or otherwise organized under state law and have requested us to be included in this Disclosure Document within the 60-day period following the close of our fiscal year.

[The remainder of this page is intentionally left blank.]

ITEM 21.
FINANCIAL STATEMENTS

THE FOLLOWING FINANCIAL STATEMENTS ARE ATTACHED TO THIS DISCLOSURE DOCUMENT AS EXHIBIT E:

Audited Financial Statements dated as of December 31, 2022, December 31, 2021, and December 31, 2020.

Our fiscal year end is December 31.

ITEM 22.
CONTRACTS

THE FOLLOWING AGREEMENTS PROPOSED FOR USE IN THIS STATE ARE ATTACHED AS EXHIBITS TO THIS DISCLOSURE DOCUMENT:

B Franchise Agreement
F Sample Release
G State Specific Addenda

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 made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 23.
RECEIPTS

Attached as **Exhibit I** of this disclosure document is a list of the State Effective Dates for each registration state. Attached as **Exhibit J** are duplicate Receipts to be signed by you. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to: Attention: Arielle Cassidy, CEO, 510 North Avenue, Garwood, New Jersey 07027, 908-232-1377.

EXHIBIT A
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS

We may register this disclosure document in some or all of the following states, if required by applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration an oversight of franchises in these states:

CALIFORNIA Commissioner Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505- 0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760

MINNESOTA Commissioner of Commerce Department of Commerce, Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Office of the Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

STATE AGENTS FOR SERVICE OF PROCESS

We may register this disclosure document in some or all of the following states, if required by applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505- 0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760

MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT B
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

THE JUICE HOUSE FRANCHISE LLC
FRANCHISE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _________ 20____, by and between THE JUICE HOUSE FRANCHISE, LLC, a New Jersey limited liability company with its principal place of business at 510 North Avenue, Garwood, New Jersey ("Franchisor," "The Juice House," "we," "us," or "our"), and __________ ___________________________________, a ________________________ with its principal address at ____________________________________) ("Franchisee," "you," or "your").

BACKGROUND

A. The Juice House, as the result of the expenditure of significant time, skill, effort, and money, owns and continues to develop the *The Juice House* franchise system (the "System"), which System involves the establishment and operation of quick service restaurants (each, a "System Restaurant") offering: fresh pressed juices, smoothies, and healthy bowls and other items, products and services The Juice House designates.

B. The characteristics of the System include, among others: sales and operating methods; interior and exterior design; décor; layout; fixtures and furnishings; food preparation and presentation techniques; customer service and development techniques; procedures for inventory and management control; standards and procedures for efficient business operations; training and assistance; marketing programs; and menu items and pricing, all of which may be changed, improved and further developed from time to time by The Juice House, as The Juice House deems appropriate.

C. The Juice House identifies the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, without limitation, the *The Juice House* mark and the *The Juice House* logo, and/or such other different and/or additional trade names, trademarks, and service marks as are now designated and may hereafter be designated by The Juice House in writing for use in connection with the System (collectively, the "Marks").

D. The Juice House has the right to establish System standards and specifications for various aspects of the System (as may be prescribed and/or modified by The Juice House from time to time, the "Standards and Specifications"), including, but not limited to, standards and specifications related to: location selection; the Restaurant's physical characteristics; operating procedures; products and services offered; supplier qualifications; training; marketing; and other aspects that affect and/or relate to the experience of System customers. As a franchisee, you are required to comply with the Standards and Specifications, which The Juice House has the right to change and modify over time. The Juice House's Standards and Specifications shall be communicated to you in writing through The Juice House's Operations Manual (as defined in Section 11.01 below) or in any other form that The Juice House may deem necessary or desirable from time to time. You acknowledge that complete uniformity may not be possible or practical throughout the System.

E. You desire to enter into the business of operating a Restaurant under the System and to obtain a franchise from The Juice House for such purpose.

F. You have had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement and have had sufficient time and opportunity to evaluate and investigate the business concept and the procedure and financial requirements associated with the business, as well as the competitive market in which the business franchised under this Agreement shall operate.

G. You understand and acknowledge the importance of The Juice House's high standards of quality, cleanliness, appearance, and service, and the necessity of operating the business franchised under this Agreement in conformity with The Juice House's Standards and Specifications.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1. GRANT OF LICENSE; RESERVATION OF RIGHTS

1.01 Grant of License. Subject to the terms and conditions contained in this Agreement, The Juice House hereby grants to you, and you hereby accept, the right and nonexclusive license to operate a single Restaurant (the "Franchised Restaurant") at the Approved Restaurant Location (as such term is defined in the Contract Data Sheet attached hereto as Exhibit A (the "Contract Data Sheet")), and to use the Marks and the System solely in connection with the operation of the Franchised Restaurant. You acknowledge and agree that you are obligated to operate the Franchised Restaurant for the duration of the Term (as defined in Section 3.01 below) and that you shall not engage in any other business at the Approved Restaurant Location during the Term. The background paragraphs A through G set forth at the beginning of this Agreement are hereby incorporated by reference as if set forth fully herein.

1.02 Protected Territory Rights. During the Term of this Agreement, so long as you are in compliance with your obligations under this Agreement, and subject to The Juice House's Reservations of Rights set forth in Sections 1.3 and 1.4 below, The Juice House shall not establish, nor license to any other person the right to establish, a Restaurant under the System at any location within the geographic area described in the Contract Data Sheet (the "Protected Territory"). The Juice House maintains the right to revoke your Protected Territory upon a material breach of this Agreement, including, without limitation, your failure to comply with your continuing obligation to pay the Royalty Fee.

1.03 Reservation of Rights. You expressly acknowledge that the license granted to you under this Agreement is nonexclusive and that any territorial protection afforded to you in connection therewith relates solely to your use of the Marks and the System in connection with the operation of the Franchised Restaurant at the Approved Restaurant

Location during the Term. The Juice House retains all other rights. Specifically, but not exclusively, and without limiting the generality of the foregoing, The Juice House, and/or its affiliates, has the right, without granting you any rights therein, to:

1.03.1 establish, and/or license to others the right to establish, restaurants and/or businesses under other systems, using other proprietary marks, which offer or sell other products and services within the Protected Territory;

1.03.2 market, sell and distribute, directly or indirectly, or license to others the right to market, sell and distribute, directly or indirectly, any products, from any location or to any purchaser (whether within or outside the Protected Territory), using the Marks or other trademarks or service marks through alternative channels of distribution, including through the Internet, supermarkets and wholesale distribution centers;

1.03.3 advertise and promote the System within the Protected Territory;

1.03.4 establish and/or operate, and/or license others to establish and/or operate, a Restaurant or business at any location outside the Protected Territory, notwithstanding such business's proximity to the Protected Territory; and

1.03.5 acquire, be acquired by, merge or affiliate with, or engage in any transaction with any other business (whether or not these businesses are competitive), including competing franchise systems with restaurants operating in the Protected Territory. You acknowledge that, in the event that The Juice House acquires a competitive business or a competitive franchise in the Protected Territory, The Juice House has the right to operate, or license to a third party the right to operate, such competitive business in the Protected Territory under the Marks without affording you any rights thereto or providing you with any compensation therefor.

1.04 Special Venue Accounts. The Juice House shall have the right to develop, open and operate, and to license to others the right to develop, open and operate, Restaurant(s) in any Special Venues, including any Special Venue located within the Protected Territory, without providing you any rights thereto or compensation therefor. The term "Special Venues" shall mean non-traditional venues, including, without limitation, travel centers, airports, schools, railroad/railway stations, bus stations, government institutions and facilities, hospitals, shopping mall food courts, military installations, stadiums, arenas, race tracks, convention centers, casinos, boardwalks, amusement parks, theaters, "big box" retail stores, and other locations within institutional or public facilities.

1.05 Modifications to the System.

1.05.1 You understand and agree that the System shall not remain static, even in the face of, among other things, unforeseen changes in technology, competitive circumstances, economic circumstances, demographics, populations, consumer trends, societal trends, regulations, and other marketplace variables. Accordingly, you expressly understand and agree that The Juice House may, in its sole and absolute discretion, supplement, improve, and otherwise modify the System at any time in the future. In the interest of preserving the integrity of the System, The Juice House shall have full control and discretion over such developments, and you shall comply with all The Juice House's requirements in that regard, including, without limitation, offering and selling new or different products or services, participating in specific promotions, including price-point promotions, or discontinuing the sale of certain products or the offering of certain services. Upon reasonable notice by The Juice House of any System modifications, you shall be required to comply with any such modifications within the time period specified in the notice. The Juice House shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby.

1.05.2 If you or any of your owners are a Legal Entity (as defined in Section 20.01 below), or any of your employees, develop any new modification, concept, process, improvement or slogan related to the operation or promotion of the Franchised Restaurant or the System, the same shall be deemed a work made for hire. You shall promptly notify The Juice House of, and provide The Juice House with all necessary information regarding, such modification, concept, process, improvement or slogan. You acknowledge that any such modification, concept, process, improvement or slogan shall become The Juice House's sole and exclusive property and that The Juice House may use, and allow other franchisees to use, the same in connection with the System and the operation of Restaurants, without compensation to you.

1.06 No Additional Rights. You acknowledge and agree that this Agreement relates solely to, and is limited to, the operation of the Franchised Restaurant at the Approved Restaurant Location, and affords you no right, title or interest in any additional franchises to be operated at any other location (subject to relocation of the Franchised Restaurant, if authorized, in accordance with the terms and conditions of this Agreement). You shall not, without the express written permission of The Juice House, which permission may be withheld in The Juice House's sole and absolute discretion, offer or sell products or services through any other means or locations, including, without limitation, retail or wholesale stores, supermarkets, grocery stores, convenience stores, temporary locations, portable carts, kiosks or trailers, catalogs, mail order or electronic means (including the Internet).

ARTICLE 2. APPROVED RESTAURANT LOCATION

2.01 Site Selection Process.

2.01.1 If you have not secured an Approved Restaurant Location as of the Effective Date (as such term is defined in the Contract Data Sheet), you shall at your sole cost and expense: (a) find a location within the Designated Area (as such term is defined in the Contract Data Sheet), which location shall be subject to The Juice House's prior approval in accordance with Section 2.01.2 below; (b) within ninety (90) days after signing this Agreement, enter into a binding lease agreement for the location in accordance with the terms and conditions set forth in Section 2.02 below; and (c) as soon as possible after execution of the lease agreement, begin constructing and equipping the Franchised Restaurant in strict accordance with Article 9 hereof and each of The Juice House's then-current standards, procedures, plans and specifications.

2.01.2 You shall submit a proposed location for the Franchised Restaurant in writing in advance to The Juice House for approval of the location, which approval may be granted or withheld in The Juice House's sole and absolute discretion. The Juice House shall approve or disapprove the proposed location within thirty (30) days after the date that The Juice House receives all information that The Juice House requests regarding the proposed location. If The Juice House does not approve or disapprove the proposed location within this 30-day period, the proposed location shall be deemed disapproved.

2.01.3 You acknowledge that the selection, procurement and development of the site for the Franchised Restaurant is your responsibility. You further acknowledge that The Juice House's approval of a site and/or rendering of assistance in the selection of any site does not constitute a representation, promise, warranty or guarantee, express or implied, by The Juice House, its officers, employees, directors or agents, as to the potential likelihood of you being approved for various permits, sales volume, profits, or success of the Franchised Restaurant to be developed, opened and operated by you at such location. The Juice House shall not be liable to you in any way with respect to any assistance that The Juice House provided to you during the site selection process, and/or in The Juice House's recommendation or approval of any site location.

2.01.4 If you do not secure an Approved Restaurant Location within ninety (90) days after signing this Agreement, The Juice House has the sole right to immediately terminate this Agreement.

2.01.5 Once the location for the Franchised Restaurant is secured in accordance with the terms of this Agreement, the parties shall amend the Contract Data Sheet to identify the approved location as the "Approved Restaurant Location."

2.02 Lease Requirements.

2.02.1 You shall acquire or lease the Approved Restaurant Location at your sole expense. If you lease the Approved Restaurant Location, you shall obtain The Juice House's prior written approval, which may be granted or withheld in The Juice House's sole and absolute discretion, before entering into a lease agreement. Before you sign any lease agreement, you shall provide a copy of the proposed lease agreement to The Juice House and pay to The Juice House, or its designated supplier, a lease review fee of Fifteen Hundred Dollars ($1,500) (the "Lease Review Fee"). The Lease Review Fee covers the expenses that The Juice House incurs to have the lease agreement reviewed on The Juice House's behalf. You are not a third party beneficiary of the lease review. You agree that The Juice House does not guarantee that the terms, including rent, shall represent the most favorable terms available in the market. If The Juice House is required to engage in more than one lease review for the proposed franchised location (or a different proposed franchised location), you shall pay The Juice House or its designated supplier a Lease Review Fee for each lease review The Juice House undertakes. The Juice House is not required and has no obligation to negotiate the terms of your lease. You shall provide The Juice House with a copy of your fully executed lease agreement immediately after signing.

2.02.2 At a minimum, The Juice House requires the inclusion of the following provisions in the lease:

(1) The requirement that you and the landlord execute and deliver to The Juice House a collateral assignment of your rights under the lease (in substantially the form attached hereto as Exhibit B, the "Collateral Assignment of Lease"), pursuant to which you shall, at The Juice House's option, assign all of your rights under the lease to The Juice House or its designee upon termination or expiration of this Agreement;

(2) A provision that if you fail to timely pay all amounts due to The Juice House or the lessor, The Juice House has the right to charge and collect from you all resulting costs and expenses incurred by, and penalties imposed on, The Juice House;

(3) A provision which restricts the use of the premises solely to the operation of the Franchised Restaurant;

(4) A provision which prohibits you from subleasing or assigning all or any part of your occupancy rights, or extending the term of or renewing the lease, without The Juice House's prior written consent, which The Juice House may withhold in its sole and absolute discretion;

(5) A provision giving The Juice House the right to enter the premises to make modifications necessary to protect the Marks and/or the System, or to cure any default under this Agreement, including the right to de-identify the Approved Restaurant Location as a Restaurant and to remove and/or destroy any objects or others materials bearing any of the Marks; and

(6) Any other provision which The Juice House deems necessary in its sole and absolute discretion.

2.03 Lease Renewal Efforts. If the term of the lease for the Franchised Restaurant is shorter than the Term, you agree to use your best efforts to negotiate for an additional option term, obtain a renewal of the existing lease of the Franchised Restaurant premises, or a new lease for the Franchised Restaurant premises, to enable you to continue to operate the Franchised Restaurant at the Approved Restaurant Location for the duration of the Term. You shall provide The Juice House with written notice of your lease expiration no later than eight (8) months prior to the expiration of your lease term.

2.04 Relocation. You may not relocate the Franchised Restaurant unless you: (1) obtain The Juice House's prior written consent, which may be granted or withheld in The Juice House's sole and absolute discretion; and (2) meet and satisfy each of the following conditions at the time of such relocation: (a) you are not in default under this Agreement or any other Agreement with The Juice House or any of its affiliates; (b) you and all persons and entities that have executed the personal guarantee (in substantially the form attached hereto as Exhibit C, the "Personal Guarantee") agreeing to be bound by your obligations under this Agreement (each a "Guarantor", collectively "Guarantors") have agreed to cancel this Agreement and to execute the then-current form of franchise agreement, which shall include a term equal to the then-remaining term of this Agreement; (c) you have secured a site which meets with The Juice House's then-current size and demographic requirements, and if you are leasing the space, you have submitted the proposed lease agreement for The

Juice House's review and have paid The Juice House's then-current Lease Review Fee; (d) you have agreed to equip and furnish your new Franchised Restaurant so that it meets the then-current standards, procedures, plans and specifications applicable to new Restaurants; (e) you and your Guarantors and owners have executed a general release, in a form satisfactory to The Juice House, of any and all claims against The Juice House, its affiliates, parents, subsidiaries and their respective members, managers, directors, officers, shareholders, partners, agents, representatives, servants, and employees, in both their corporate and individualized capacities, including, without limitation, claims arising under this Agreement, any other agreement between you and The Juice House or its affiliates, and all federal, state, and local laws and rules, to the fullest extent permitted by law; and (f) you have agreed that you shall require no more than one (1) day to move all equipment from the old Approved Restaurant Location to the new Approved Restaurant Location and shall not cease operations of the Franchised Restaurant for any period longer than such one (1)-day period. If The Juice House consents to the relocation, Franchisee shall pay to The Juice House an "Offset Fee" of Five Thousand Dollars ($5,000) immediately upon receipt of The Juice House's written consent, and shall timely comply with any and all conditions imposed by The Juice House in connection with any such approved relocation, including, without limitation, compliance with site selection criteria, construction and build-out requirements, lease requirements, and opening requirements.

ARTICLE 3. TERM & SUCCESSOR FRANCHISE

3.01 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall expire ten (10) years from the Effective Date, unless sooner terminated by The Juice House in accordance with the terms of this Agreement (the "Initial Term" or "Term").

3.02 Successor Franchise Agreement. Upon the expiration of the Initial Term, Franchisee shall have the option to obtain a Successor Franchise Agreement for an additional ten (10)-year term (the "Successor Term"), providing that this Agreement has not yet been terminated and you comply with each of the conditions set forth below:

3.02.1 You deliver written notice to The Juice House of your desire to obtain a Successor Franchise Agreement no later than one hundred eighty (180) days prior to the expiration of the Initial Term;

3.02.2 You are not in default of any provision of this Agreement, any amendments to this Agreement, or any other agreement between you (or any of your owners, Guarantors or affiliates) and The Juice House and/or its subsidiaries and affiliates at the time you deliver the notice required under Section 3.02.1 above, or on the date that the Initial Term expires;

3.02.3 You have not received more than three (3) written notices of default of this Agreement during the Initial Term, nor more than two (2) such notices during the five (5) years immediately preceding the expiration of the Initial Term;

3.02.4 You have satisfied all monetary obligations owed by you to The Juice House and The Juice House's subsidiaries and affiliates;

3.02.5 You agree to make any renovations and improvements to the Franchised Restaurant as The Juice House may deem necessary or advisable to modernize, renovate, equip, and decorate the Franchised Restaurant to reflect The Juice House's then-current System standards;

3.02.6 At least thirty (30) days before the Initial Term expires, you execute The Juice House's then-current form of franchise agreement (the "Successor Franchise Agreement"), which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement and may include increased fees (including an increased Royalty Fee and Advertising Fee); *provided*, *however*, that you shall not be required to pay another initial franchise fee;

3.02.7 You execute a general release, in a form prescribed by The Juice House, of any and all claims against The Juice House, its officers, directors, managers, employees and agents, as well as The Juice House's affiliates, parents and subsidiaries and their respective officers, directors, managers, employees and agents;

3.02.8 You comply with The Juice House's then-current qualification and training requirements; and

3.02.9 You pay to The Juice House a successor franchise fee equal to Twenty Thousand Dollars ($20,000).

For the avoidance of doubt, you understand and agree that the option to obtain a Successor Franchise Agreement shall be forfeited if you fail to comply with any one of the conditions set forth in this Section 3.02.

ARTICLE 4. CONSTRUCTION AND OPENING

4.01 Construction Requirements.

4.01.1 Plans and Specifications. The Juice House shall provide you with The Juice House's then-current generic, prototypical plans for a typical Restaurant, including a sample layout for the interior of a typical franchised location. You acknowledge that such plans and specifications shall not contain the requirements of any federal, state, or local law, code, or regulation (including, without limitation, those concerning the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities), nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build the Franchised Restaurant. It shall be your sole and absolute responsibility to construct the Franchised Restaurant in accordance with all applicable laws, including the ADA and the local laws, rules and regulations governing public accommodations.

4.01.2 Adaptation of Plans and Specifications. You shall, at your sole cost and expense, employ architects, designers, engineers, or others as may be necessary to complete, adapt, modify or substitute the sample plans and specifications of The Juice House prior to commencing construction of the Franchise Restaurant. The Juice House shall review such plans and specifications and shall either approve the plans and specifications, in the manner specified in Section 4.01.3 below, or disapprove them and provide comments thereon.

4.01.3 The Juice House Approval and Construction Oversight. You shall not commence construction of the Franchised Restaurant until The Juice House approves, in writing, the final plans and specifications to be used in constructing the Franchised Restaurant. Once the final plans are approved, you shall cause the Restaurant to be completed in full accordance therewith. We shall provide you with such advise and oversight, as we deem necessary in our sole discretion, during the construction of your Franchised Restaurant to ensure that your Restaurant conforms to required specifications. You shall pay us a Construction Oversight Fee, for this assistance. This fee shall be non-refundable and shall be due prior to commencing construction.

4.01.4 Alterations and Modifications. If The Juice House determines that the Franchised Restaurant is not being built, or was not built, in full accordance with the final plans, The Juice House shall have the right to require you to cause to be made all alterations or modifications of the Franchised Restaurant that The Juice House deems necessary. The Juice House may consult with you, to the extent The Juice House deems necessary, on the construction and equipping of the Franchised Restaurant, but it shall be and remain your sole responsibility to diligently design, construct, equip, and otherwise ready and open the Franchised Restaurant.

4.01.5 Zoning and Permits. You shall be responsible, at your sole expense, for obtaining all zoning classifications, permits, clearances, certificates of occupancy, and Franchised Restaurant clearances, which may be required by federal, state, and/or local governmental authorities for the Franchised Restaurant.

4.01.6 Insurance Coverage. You shall obtain and maintain in force, during the entire period of such construction, such insurance policies and for such amounts as set forth in this Agreement and as The Juice House may designate in its sole and absolute discretion.

4.01.7 Licensed Contractors. You shall only use licensed general contractors, designers and architects to perform any and all construction work at the Franchised Restaurant, including in connection with any remodeling or renovations. The Juice House expressly disclaims any warranty of the quality or merchantability of any goods or services provided by architects, contractors, or any other persons or entities to which The Juice House may refer to you. The Juice House is not responsible for delays in the construction, equipping, or decoration of any Franchised Restaurant or for any loss resulting from the Franchised Restaurant design or construction. You acknowledge that The Juice House has no control over the landlord or developer and numerous construction and/or any related problems that could occur and delay the opening of the Franchised Restaurant.

4.01.8 The Juice House Access to Restaurant and Progress Reports. The Juice House shall have access to the Franchised Restaurant at all times during the Term, including while work is in progress, and shall require alterations or modifications of the construction of the Franchised Restaurant as The Juice House may deem necessary or appropriate in its sole and absolute discretion.

4.01.9 Final Inspection; Approval. You shall promptly notify The Juice House of the date of completion of the construction of the Franchised Restaurant and, within ten (10) days thereafter, The Juice House shall have the right to conduct a final inspection of the Franchised Restaurant. You shall not open the Franchised Restaurant for business without the express written authorization of The Juice House, and The Juice House's authorization to open may be conditioned upon your strict compliance with the specifications of the approved final plans and with the standards of the System.

4.01.10 Completion and Opening Requirements. You shall complete construction of the Franchised Restaurant (including all exterior and interior carpentry, electrical, plumbing, painting, and finishing work, and installation of all furniture, fixtures, equipment, and signs) in accordance with the plans approved in writing by The Juice House, at your sole expense, and open the Franchised Restaurant no later than the earlier to occur of: (a) two hundred seventy (270) days after the Effective Date; or (b) one hundred eighty (180) days after the date on which you enter into a valid and binding lease agreement or purchase agreement, as applicable, for the Approved Restaurant Location (the "Required Opening Date").

4.02 Installation of Equipment, Furnishings, Fixtures and Signs / Decor.

4.02.1 You shall install and use in and about the Franchised Restaurant only such equipment, fixtures, furnishings, interior and exterior signage, and other personal property which strictly conforms to the appearance, uniform standards, specifications and procedures of The Juice House and the System, as may be revised from time to time in The Juice House's sole and absolute discretion. Such items are sometimes referred to herein collectively as the "Equipment and Furnishings". You shall purchase and install all Equipment and Furnishings only from those suppliers which The Juice House designates or approves in its sole and absolute discretion. The Juice House shall have the right to retain any rebates or incentives offered by such vendors or suppliers. The Juice House reserves the right to be one of the suppliers, or the sole supplier, of any Equipment and Furnishings and may derive revenue, benefits, or other material consideration from such purchases. The Juice House shall have the right to inspect and approve all Equipment and Furnishings and their installation to ensure your compliance with The Juice House's Standards and Specifications.

4.02.2 You agree that all décor of the Franchised Restaurant shall be previously approved by The Juice House and shall comply with The Juice House's Standards and Specifications, as described in the Operations Manual, this Agreement, or in such other written communications provided to you by The Juice House, which communications may be periodically revised. The Juice House owns all intellectual property rights, including, without limitation, all copyrights, in and to all forms of art or other visual media displayed in your Franchised Restaurant including pictures, drawings, photographs and all other items that The Juice House directs you to display (the "Art"). You shall not, without The Juice House's prior written consent, allow any of the Art to become a fixture of your Franchised Restaurant and you shall not display or use the Art in any other business, including any Competitive Business (as defined in Section 19.02.2 below). Your failure to maintain your Franchised Restaurant's décor in compliance with The Juice House's Standards and

Specifications, the Operations Manual, or any other policy of The Juice House constitutes a material breach of this Agreement.

4.03 Inventory Package, Equipment, Furniture and Supplies.

4.03.1 After you sign this Agreement, The Juice House shall give you a list of the start-up inventory, furniture, fixtures, software, equipment, and supplies that The Juice House requires you to obtain before you open your Franchise Restaurant (the "Initial Inventory Package"), together with a list of any designated or approved suppliers.

4.03.2 You shall purchase the Initial Inventory Package from The Juice House, or the supplier(s) designated by The Juice House, which supplier(s) may be an affiliate of The Juice House, before you open the Franchised Restaurant. The Juice House does not provide any warranty or service guaranty of any item, including

4.03.3 Unless The Juice House designates otherwise in writing, you shall establish independent commercial relationships with The Juice House's approved or designated suppliers for specific items. You shall establish independent commercial relationships with other suppliers for the goods and services for which The Juice House only provides specifications. The Juice House's list of approved suppliers and specifications for goods and services shall be set forth in the Operations Manual, the Initial Inventory Package, or in such other materials provided to you by The Juice House from time to time.

ARTICLE 5. FEES

5.01 Initial Fees.

5.01.1 Initial Franchise Fee. In consideration of the franchise granted under this Agreement, you shall pay to The Juice House, upon or prior to the execution of this Agreement, an initial franchise fee of Thirty-Five Thousand Dollars ($35,000) (the "Initial Franchise Fee"). The Initial Franchise Fee is deemed fully earned and non-refundable upon payment.

5.02 Continuing Fees.

5.02.1 Royalty Fee. During the Term, you shall pay to The Juice House, without offset, credit or deduction of any nature, a continuing nonrefundable royalty fee equal to six percent (6%) of Gross Sales (as defined in Section 5.06 below) (the "Royalty Fee"). The Royalty Fee shall be due and payable in accordance with Section 5.03 below.

5.02.2 Brand Fee. During the Term, you shall pay to The Juice House or its designee a continuing advertising fee of up to two percent (2%) of Gross Sales, as designated by The Juice House (the "Advertising Fee"). The Advertising Fee shall be due and payable in accordance with Section 5.03 below and the following provisions:

(1) You shall make the Advertising Fee payments as The Juice House directs, in sole and absolute discretion, to one or more Funds (as defined in Section 14.09

below) established or designated by The Juice House for advertising, marketing, promotion or other purposes (as defined in Section 14 below). Initially, the allocation of the Advertising Fee shall be such amounts as set forth in the Contract Data Sheet; however, The Juice House shall have the right to adjust and reallocate the Advertising Fee, at any time in The Juice House's sole and absolute discretion, by providing written notice to you, subject to the two percent (2%) limit.

(2) The Juice House reserves the right, at any time, to direct that you pay an amount less than the entire Advertising Fee for a period of time designated by The Juice House in its sole and absolute discretion.

(3) You acknowledge and agree that The Juice House shall have the right, at any time, to enforce your obligation to pay the entire Advertising Fee to the Funds in The Juice House's sole and absolute discretion.

5.03 Method of Payment. You shall pay all continuing fees, including the Royalty Fee and the continuing Advertising Fee, in the manner and on the date designated by The Juice House. The Juice House has the right to change the date and manner through which it requires you to pay any or all amounts due to The Juice House under this Agreement upon written notice to you at any time. You shall immediately comply with all such changes and sign any and all documents and agreements necessary to implement any such payment program or process. Unless otherwise designated by The Juice House in writing, you shall pay all continuing fees on a monthly basis by electronic funds transfer ("EFT"). The continuing fees, including the Royalty Fee and Advertising Fee shall be payable as follows:

5.03.1 Continuing Fee Pay Period: The Juice House shall automatically draft the continuing fees (including the Royalty Fee and Advertising Fee) on the fifteenth (15^{th}) day of each month. The Royalty Fee and Advertising Fee paid on the fifteenth (15^{th}) day of each month will be based on the Gross Sales for the previously concluded month. Unless otherwise designated by The Juice House, all continuing fees are to be paid via EFT on the fifteenth (15^{th}) day of each month. The Juice House may, in its sole and absolute discretion, permit or require you to pay any or all of the continuing fees to The Juice House via check, which check or such other payment method, which payment shall be due on the fifteenth (15^{th}) day of each.

5.04 EFT.

5.04.1 You shall, upon execution of this Agreement, and at any time thereafter at The Juice House's request, sign and deliver to The Juice House the EFT form (in substantially the form attached hereto as Exhibit D, the "Electronic Funds Transfer Form") and such other documents or forms as The Juice House may require to process EFT payments initiated by The Juice House pursuant to this Agreement, including, without limitation, the Royalty Fee and the Advertising Fee. In addition, from time to time at The Juice House's reasonable request, you shall sign and deliver such additional documents as The Juice House may require to enable The Juice House to draw drafts against your bank accounts for such purposes.

5.04.2 You shall report all Gross Sales to The Juice House in the form and manner designated by The Juice House. If any Gross Sales information obtained by or submitted to The Juice House is subsequently determined by The Juice House to be inaccurate, then: (a) if the actual amount of the Advertising Fee and Royalty Fee due was more than the amount of the EFT processed by The Juice House, then The Juice House shall be entitled to withdraw additional funds through EFT from your designated bank account for the difference; or (b) if the actual amount of the Advertising Fee and Royalty Fee due was less than the amount of the EFT by The Juice House, then The Juice House shall either return the excess amount to you, or credit the excess amount to the payment of your future Royalty Fee and/or Advertising Fee obligations.

5.04.3 Should any EFT payment not be honored by your bank for any reason, you agree that you shall be responsible for such payment plus any bank or other charges incurred by or assessed upon The Juice House, if any. You further agree that you shall at all times throughout the Term maintain a balance in your bank account against which such EFT payments are to be drawn sufficient to cover the continuing fees, including the Advertising Fee and the Royalty Fee. If any of the continuing fees are not received when due, interest may be charged by The Juice House in accordance with Section 5.10.

5.04.4 Upon written notice to you, and at The Juice House's sole discretion, The Juice House may require you to pay the Royalty Fee, the Advertising Fee and/or any other fees due under this Agreement directly to The Juice House in the form and manner designated by The Juice House, in lieu of an EFT.

5.05 Gross Sales Reporting. On or before the tenth (10^{th}) day of each month, you shall prepare and submit to The Juice House via electronic mail to the email address designated by The Juice House, or such other delivery method specified by The Juice House, a monthly Gross Sales report reflecting all Gross Sales for the previously concluded month. You hereby acknowledge that The Juice House has the unrestricted right to access your POS System (as defined in Section 8.04 below), which may include access to daily Gross Sales information. The Juice House reserves the right to require you to prepare and submit Gross Sales reports and/or statements in the form and manner designated by The Juice House at any time, in lieu of collecting written Gross Sales reports via electronic mail. You shall immediately comply with any and all such requirements upon your receipt of written notice from The Juice House. If, for any reason, The Juice House is unable to access your Gross Sales electronically, or if you fail to submit Gross Sales information in the form and manner designated by The Juice House for any given month, The Juice House shall have the right to deduct from your bank account an amount equal to the Royalty Fee and the Advertising Fee due to The Juice House for the immediately preceding month.

5.06 "Gross Sales" Defined. As used in this Agreement, "Gross Sales" shall mean all revenue derived from the sale of any and all products and services, and all other income of every kind and nature, related in any way to the Franchised Restaurant, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the Franchised Restaurant; *provided*, *however*, that you may deduct any sales taxes which were collected by you as required by law and paid to the applicable taxing authority. You shall retain and make available to The Juice House on ten (10) days' notice, copies of all tax reports and vendor invoices evidencing all sales tax payments.

5.07 Taxes. If any tax or fee (other than federal or state income tax) is imposed on The Juice House by any government or governmental agency due to The Juice House's receipt of fees owed to The Juice House under this Agreement, then you agree to pay The Juice House the amount of such tax as an additional franchise fee. The Juice House shall have no liability for any sales, use, excise, gross receipts, income, property or other taxes, whether levied upon you, the Franchised Restaurant or its assets, in connection with the sales made, services performed or business conducted by you.

5.08 No Offset or Withholding. You shall not offset or withhold payments owed to The Juice House for amounts purportedly due to you from The Juice House or its affiliates as a result of any dispute of any nature or otherwise; rather, you shall pay all amounts owed to The Juice House and seek reimbursement thereafter.

5.09 Allocation. The Juice House shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee to The Juice House or its affiliates, despite any other allocation by Franchisee.

5.10 Interest on Late Payments. All continuing fees, including the Royalty Fees, Advertising Fees, amounts due for purchases from The Juice House or its affiliates, and all other amounts owed to The Juice House or its affiliates shall bear interest after the due date at the lesser of the highest legal rate permissible or eighteen percent (18%) per annum. Notwithstanding the foregoing, you acknowledge that this Section 5.10 does not constitute an agreement by The Juice House to accept such payments after the due date or a commitment by The Juice House to extend credit to, or otherwise finance, your operation of the Franchised Restaurant.

ARTICLE 6. THE JUICE HOUSE'S DUTIES

6.01 Pre-Opening Obligations.

6.01.1 The Juice House shall make available to you, at no charge, generic, standard specifications for the construction of a prototypical *The Juice House™* Restaurant, including the exterior and interior design and layout, display requirements, fixtures, equipment and signage. You shall, at your expense, adapt the standard specifications for use at the Franchised Restaurant at your Approved Restaurant Location, as provided in this Agreement.

6.01.2 The Juice House shall provide your Franchisee Training Team (as defined in Section 7.01 below) with an initial training program prior to the opening of the Franchised Restaurant. All initial training provided by The Juice House shall be subject to the terms and conditions set forth in this Agreement.

6.01.3 The Juice House shall provide to you such on-site pre-opening and opening supervision and assistance as The Juice House, in its sole and absolute discretion, deems advisable, subject to the availability of The Juice House's personnel.

6.01.4 The Juice House shall provide to you access to one copy of the Operations Manual, which The Juice House may provide to you in either written or electronic format. From time to time in The Juice House's sole and absolute discretion, The Juice House shall make such modifications and additions to the Operations Manual as are necessary in order to, among other things, incorporate new developments or other changes in System standards, specifications, procedures, and techniques (including, to the fullest extent permitted by law, changes relating to the maximum, minimum, or other prices for products and services offered and sold by the Restaurants). You agree to pay the then-current replacement fee established by The Juice House for the replacement of the Operations Manual or other The Juice House materials.

6.01.5 The Juice House shall provide you with information and the identification of sources to purchase certain designated products, equipment, furnishings, fixtures, supplies, inventory, signage and Restaurant collateral materials.

6.02 Additional Discretionary Assistance. The Juice House may, in its sole and absolute discretion, provide the following to you:

6.02.1 Additional Training (as defined in Section 7.02 below), after the opening of the Franchised Restaurant, as The Juice House deems appropriate;

6.02.2 Continuing advisory assistance in the operation of the Franchised Restaurant, after the opening of the Franchised Restaurant, as The Juice House deems advisable; and

6.02.3 Advice and written materials concerning techniques of managing and operating the Franchised Restaurant, including required and suggested inventory and sales instructions, new developments and improvements in Restaurant layout and design, and new developments in services, merchandising, and packaging of services and products.

6.03 Outsourcing. The Juice House may, in its sole and absolute discretion, elect to outsource, and/or subcontract certain of The Juice House's obligations under this Agreement to subsidiaries, affiliates, contract employees, third-party vendors, and/or other third-party suppliers; provided that: (a) any such outsourcing and/or subcontracting shall not discharge The Juice House from its obligations under this Agreement; and (b) any such outsourced or subcontracted obligations shall be performed in accordance with the terms of this Agreement.

ARTICLE 7. TRAINING

7.01 Initial Training Program.

7.01.1 Franchisee Training Team. The "Franchisee Training Team" shall be comprised of each of the following "Franchisee Trainees": (a) Franchisee (or, if Franchisee is a Legal Entity, then at least one of Franchisee's owners) (the "Managing Owner") and (b) Franchisee's general manager (the "General Manager"). The General Manager of Franchisee shall be either: (i) the Franchisee (or, if Franchisee is a Legal Entity, one of its owners), or (ii) an individual that has been approved by The Juice House. Each of the Franchisee

Trainees shall attend and successfully complete, to The Juice House's satisfaction, an initial training program prescribed by The Juice House before the opening of the Franchised Restaurant (the "Initial Training"). Each member of the Franchisee Training Team who successfully completes the Initial Training in accordance with the foregoing shall be deemed a "Trained Manager". The Franchised Restaurant shall at all times be operated under the management and day to day supervision of a Trained Manager.

7.01.2 Training Completion Deadline. The Franchisee Training Team shall complete the Initial Training at the times designated by The Juice House, and unless otherwise approved by The Juice House, no later than fifteen (15) days before the Franchised Restaurant opens for business. Franchisee shall not be permitted to open the Franchised Restaurant until the Initial Training is completed in accordance with this Agreement. Any persons subsequently employed by Franchisee as a Managing Owner or General Manager (a "Replacement Manager")shall be required to attend and complete the Initial Training to The Juice House's satisfaction within thirty (30) days of commencing any management duties

7.01.3 Responsibility for Costs & Expenses. There is no fee payable to The Juice House for the Initial Training for the Franchisee Trainees; however, you shall be responsible for all of the costs set forth in Section 7.03 below. Notwithstanding the foregoing, Franchisee shall be required to pay The Juice House an hourly rate in accordance with the rate set forth below in Section 7.02.2 for any Initial Training of Replacement Managers in addition to all of the costs set forth in Section 7.03 below.

7.02 Additional Training.

7.02.1 Additional Training Required. Should you require additional training or retraining for any of the Franchisee Trainees any time after the Initial Training has been completed ("Franchisee-Requested Training"), upon request, The Juice House may, in its sole and absolute discretion, provide such training. Furthermore, The Juice House may require, in The Juice House's sole and absolute discretion, that one or more of the Franchisee Trainees, including any replacement trainees, attend and successfully complete a periodic refresher/retraining course ("The Juice House-Requested Training") in order to correct any problems or deficiencies that The Juice House becomes aware of in the operation of the Franchised Restaurant as it relates to protection of the *The Juice House* brand and/or the Marks. The Juice House requires that one or more of the Franchisee Trainees, including any replacement trainees, attend an annual refresher training program ("Annual Training Conference") that will be conducted at our headquarters or another location we designate. Franchisee-Requested Training, The Juice House-Requested Training and the Annual Training Conference shall collectively be deemed "Additional Training" for Purposes of this Agreement.

7.02.2 Responsibility for Costs & Expenses. Any person who is required to attend the Additional Training shall do so at your expense. You shall be responsible for all of the costs set forth in Section 7.03 below. In addition, you shall pay to The Juice House in advance a One Hundred and Fifty Dollar ($150.00) hourly fee (the "Hourly Training Fee"); The Juice House reserves the right to increase the Hourly Training Fee in its sole discretion.

7.02.3 Form of Training. The Juice House reserves the right in its sole and absolute discretion to provide elements of any training required or contemplated under this Agreement via the Internet or any online source, remotely, via audio or video conferencing, or in any other manner that may be reasonable or appropriate under the circumstances.

7.03 Location of Training; Associated Costs/Expenses of Training. All training programs shall be held at such times and places as may be designated by The Juice House in its sole discretion. If The Juice House elects to conduct such training at the Franchised Restaurant or at another franchised restaurant not owned or operated by The Juice House, Franchisee shall reimburse The Juice House for the reasonable out-of-pocket expenses incurred by The Juice House's training instructor(s), including, without limitation, all travel expenses, food, and lodging. If The Juice House elects to provide such training at The Juice House's facilities, Franchisee shall reimburse The Juice House for all reasonable costs of attendance for The Juice House and its personnel, including, without limitation, all travel expenses, food, and lodging. In addition to the foregoing, Franchisee is responsible for any and all additional costs and expenses incurred in connection with such training, including expenses related to any required courses, seminars, and/or programs.

ARTICLE 8. GENERAL OPERATING STANDARDS AND DUTIES OF FRANCHISEE

8.01 Franchisee Performance Obligations. You understand and acknowledge that every detail of the Franchised Restaurant is important to you, The Juice House, and the other franchisees in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect the reputation and goodwill of The Juice House and the System. You shall maintain The Juice House's high standards with respect to facilities, services, products, and quality. Without limiting the generality of the foregoing, you shall construct, open, maintain and operate the Franchised Restaurant for the Term pursuant to and in accordance with the System, the Standards and Specifications set forth in this Agreement, the requirements of the Operations Manual, and any other written publication or policy issued by The Juice House. You agree to operate the Franchised Restaurant in accordance with the System and only for the purpose(s) designated in this Agreement, the Operations Manual, and such other publications or policies issued by The Juice House from time to time.

8.02 General Operational Obligations.

8.02.1 Quality Standards. All goods (including food and beverage products, equipment, supplies, materials and other items) used or offered for sale at the Franchised Restaurant shall meet The Juice House's then-current standards of quality, good taste, suitability, and conformity with the System's image and consumer expectations. You shall maintain all products, refrigeration equipment and other equipment in the Franchised Restaurant in excellent working condition. You shall replace such items with either the same or substantially the same types and kinds of equipment approved by The Juice House at the time replacement becomes necessary.

8.02.2 Hours of Operation. You shall keep the Franchised Restaurant open and in normal operation for such minimum hours and days as The Juice House may specify in its sole and absolute discretion. You shall use the Approved Restaurant Location solely for the operation of the Franchised Restaurant and no portion of the premises may be assigned, subleased, or otherwise transferred except as part of a sale of the Franchised Restaurant that is approved by The Juice House in writing. You shall refrain from using or permitting the use of the Franchised Restaurant premises for any purpose or activity other than the operation of a restaurant at any time, and shall operate in strict conformity with such methods, Standards and Specifications as The Juice House may prescribe from time to time.

8.02.3 Direct Supervision. The Franchised Restaurant shall always be under the direct, on-premises supervision of a Trained Manager, unless you have received The Juice House's prior written consent to operate otherwise. Franchisee's Managing Owner shall devote his / her entire work time to the management of the Franchised Restaurant. You shall have exclusive control over, and assume full responsibility for, all labor relations, including, without limitation, the hiring, firing, and disciplining of employees, setting employee compensation, and determining employee work schedules.

8.02.4 Staff. You shall employ and maintain a competent, conscientious, and trained staff. You acknowledge that it is your responsibility to ensure that all managers and employees follow The Juice House's Standards and Specifications. Except as set forth in this Agreement with respect to the Franchisee Training Team, you are responsible for training your own employees and other management personnel. You shall ensure that all employees, managers, and you comply with the dress code as may be prescribed by The Juice House from time to time. We do not direct or control labor or employment matters for you or your employees, or for any of our franchisees and/or their employees. We may make suggestions and may provide guidance relating to such matters, however it is entirely your responsibility to determine whether to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures, including as set forth in any manual, do not include the terms or conditions of employment for any of your employees, nor do they include mandated or required personnel policies or procedures.

8.02.5 Customer Relations. You shall take such steps as are necessary to ensure that you and your employees preserve good customer relations and render competent, prompt, courteous and knowledgeable service. You shall handle all customer complaints, gift certificates, refunds and other adjustments in the manner prescribed in writing by The Juice House and in a manner that shall not detract from the name and goodwill of The Juice House.

8.02.6 Telephone Number. You shall maintain a telephone number for the operation of the Franchised Restaurant and shall execute a conditional assignment of all telephone numbers used in connection with the Franchised Restaurant (in substantially the form attached hereto as Exhibit E, the "Conditional Assignment of Telephone Numbers and Listings").

8.02.7 Inspections. In an effort to advance the protection and enhancement of the *The Juice House* brand and the Marks, you shall permit The Juice House and its agents to enter the Franchised Restaurant premises at any time for the purpose of conducting inspections of your operations and shall cooperate with The Juice House's representatives in such inspections by rendering such assistance as may reasonably be requested. Upon notice from The Juice House or its agents, and without limiting The Juice House's other rights under this Agreement, you shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by The Juice House, The Juice House shall have the right and authority (but not the obligation), in addition to any other rights or remedies available to The Juice House under this Agreement or applicable law, to correct such deficiencies and to charge you a reasonable fee for The Juice House's expenses in so acting, payable by Franchisee upon demand.

8.03 Maintenance, Repairs, Renovations and Refurbishment.

8.03.1 Repairs and Maintenance of the Franchised Restaurant. You shall repair and maintain the Franchised Restaurant (including adjacent public areas and parking lots) in a clean, orderly condition and in good repair and in accordance with the System standards, the Operations Manual and this Agreement.

8.03.2 Remodeling of Franchised Restaurant.

(1) The Juice House may require you to renovate or remodel the Franchised Restaurant ("Remodeling") in order to, among other things, improve the appearance and efficient operation of the Franchised Restaurant, comply with the prevailing brand image of the Restaurants in the System, or comply with System Standards and Specifications. Without limiting the generality of the foregoing, any such Remodeling may include: (a) the incorporation of an updated design, Trade Dress (as defined in Section 10.02), color scheme and/or presentation of the Marks in a manner that is consistent with the then-current image for new Restaurants in the System; (b) the replacement of worn out or obsolete equipment, fixtures, furniture and signs; (c) the substitution or addition of new or improved equipment, fixtures, furniture and supplies; (d) the redecorating of the interior of the Franchised Restaurant; and (e) any reasonable structural modifications to the premises. You shall complete all required Remodeling within the time period prescribed by The Juice House. Notwithstanding the foregoing, The Juice House shall not require you to complete a Remodeling of the Franchised Restaurant during the two (2)-year period after the Effective Date, during the last year of the Term (except as required in order to qualify for a Successor Franchise Agreement), or more than once every five (5) years.

(2) The Juice House may, without any limitation, require you to: (a) purchase or lease additional equipment that is required in a majority of the Restaurants in the System, such as new food preparation or service methods or products (e.g., a new computer and point of sale system); (b) make any and all repairs necessary, including repainting, in order to maintain the interior and exterior of the Franchised Restaurant in a clean and orderly condition satisfactory to The Juice House as required by Section 8.03.1; (c) complete any required renovations upon any transfer of the Franchised Restaurant; (d) make any changes related to the modification of the Marks; and/or (e) make any changes to the menus and menu boards, as required by The Juice House.

8.04 Computer System. You shall purchase and maintain the computer and point of sale system designated by The Juice House (the "POS System"), which shall be used in the operation of the Franchised Restaurant and for reporting purposes and purchased from a supplier designed by The Juice House. You shall comply with the following provisions relating to the POS System:

8.04.1 You shall update and upgrade the POS System as designated by The Juice House. The Juice House may require you to enter into a separate maintenance and/or support agreement for your POS System at any time, at your sole cost and expense.

8.04.2 You shall record all sales at or from the Franchised Restaurant at the time of sale on the POS System, in accordance with The Juice House's procedures.

8.04.3 You shall comply with such requirements determined by The Juice House from time to time regarding maintenance, training, storage and safeguarding of data, records, reports and other matters relative to the POS System.

8.04.4 The Juice House has the right to independently access any and all information on your POS System at any time without prior notice to you. Without limiting the generality of the foregoing, you shall, at your sole cost and expense, permit The Juice House immediate access to your POS System, electronically or otherwise, at all times. The Juice House shall have the right to use the information accessed on the POS System in any manner that The Juice House determines, including, without limitation, using any and all such information in The Juice House's Franchise Disclosure Document and/or sharing your financial statements, including profit and loss statements, with other System franchisees.

8.05 Security System. The Juice House recommends that you purchase and install a video security and surveillance system as designated by The Juice House. The Juice House may require that the security and surveillance system provide The Juice House with continuous real-time visibility via the Internet or such other method as The Juice House may require from time to time; the purpose of providing The Juice House with access to the system is to verify your compliance with the terms and conditions of this Agreement, to maintain the integrity of the Marks, and to confirm whether you are maintaining the quality of service and products that The Juice House requires. All expenses related to the Security System shall be the responsibility of the Franchisee. You shall remain solely responsible for all activities within the Franchised Restaurant and The Juice House has no obligation to monitor the Franchised Restaurant for safety or security concerns, other concerns, or compliance with applicable laws, rules and regulations. You shall indemnify and hold The Juice House harmless from any and all damages, claims, demands, actions, suits, proceedings or judgments of any kind or nature, by reason of any claimed act or omission by The Juice House arising from The Juice House's surveillance access to the Franchised Restaurant.

8.06 Pricing and Promotional Programs.

8.06.1 Pricing. The Juice House reserves the right, subject to compliance with applicable laws, to require you to offer all menu items at prices not to exceed the prices The Juice House publishes from time to time, effective upon written notice to you. The Juice House reserves the right to prohibit you from charging prices lower than The Juice House's published menu prices for any item, to the maximum extent allowed by applicable law. You shall have sole discretion as to the prices to be charged to customers with respect to the offer and sale of all other goods and services.

8.06.2 Gift Card & Loyalty Programs. You shall participate in and comply with all of the terms and conditions of any gift card and/or loyalty program that may be developed or designated by the The Juice House in its sole discretion. The Juice House or its designee shall have the right to retain any and all funds and overages for unclaimed gift cards (whether in part or in whole) and/or loyalty programs. In connection with any such program(s), you may be required to, among other things: (a) enter into a gift card terms and conditions agreement with a designated supplier; (b) purchase card processing machines and a specified quantity of gift cards; (c) pay a transaction processing fee; and/or (d) pay an ongoing maintenance and/or service fee. In addition to the other indemnification obligations set forth in this Agreement, you shall indemnify and hold The Juice House harmless from any and all damages, claims, demands, actions, suits, proceedings or judgments of any kind or nature, by reason of any claimed act or omission related to gift cards issued by you in connection with the operation of the Franchised Restaurant.

8.06.3 Promotional Programs. You shall participate in all of the national, regional, and/or local advertising and promotional activities that The Juice House requires. You understand that The Juice House may frequently implement promotions such as discount coupons, frequent customer cards, special menu promotions and other activities intended to enhance customer awareness and build traffic at Restaurants on a national, regional or local level. You understand that your participation in these programs is essential to the success of such advertising and promotional programs and that such participation may entail some cost to you. You agree that The Juice House has no obligation to reimburse you for any costs you incur due to your mandatory participation in these special promotional programs. You shall participate in one or more promotional offers and/or programs that The Juice House designates or approves that requires you to make donations to an approved or designated charity.

8.06.4 Data Security. You shall use your best efforts to protect your customers against any data breach or cyber-event, including, without limitation, identity theft or theft of personal information (a "Data Security Breach"). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the *The Juice House* brand and franchise system, we reserve the right to perform and / or control any and all aspects of the response to such event, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that, if we elect to exercise this right, our actions and control of the response may potentially affect or interrupt operations of the Restaurant. If we elect to exercise this right, you shall be responsible for all costs that The Juice House incurs in response to a Data Security Breach. You shall have no right to pursue or recover any damages against us or any of our affiliates in connection with any action taken in response to any Data Security Breach. You shall at all times be compliant with Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if we engage or designate a third-party service provider to administer a data security program, you will be required to comply with the requirements of such service provider. It is your responsibility to ensure that you operate your Restaurant at all times in compliance with all applicable laws, rules, regulations and requirements and you are strongly encouraged to engage legal and data security professionals to ensure your full compliance.

ARTICLE 9. REQUIRED PURCHASES; RESTRICTIONS ON EQUIPMENT, PRODUCTS, SERVICES AND SOURCES OF SUPPLY

9.01 Equipment, Fixtures and Furnishings. You shall, at your expense, purchase or lease, install and use in connection with the Franchised Restaurant only such Equipment and Furnishings which The Juice House designates or requires, all of which shall conform to the Operations Manual, The Juice House's Standards and Specifications, and such other publications and policies issued by The Juice House from time to time. You shall not install or permit to be installed at the Franchised Restaurant any item that is not specifically approved or designated by The Juice House. The Juice House shall have the right to inspect and approve all Equipment and Furnishings and their installation to ensure your compliance with this Agreement and The Juice House's Standards and Specifications. You shall not install or permit to be installed at the Franchised Restaurant:

9.01.1 any games, vending machines, entertainment devices, computer terminals, or other similar items, unless specifically approved or designated with The Juice House's express written consent; or

9.01.2 any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items that do not comply with The Juice House's standards, unless The Juice House has provided its prior written consent.

9.02 Products and Services. You shall offer for sale, or otherwise use in the Franchised Restaurant, all food and beverage products, ingredients, materials, packaging, supplies, paper goods and non-food merchandise and items (collectively, the "Products") that The Juice House requires and approves, in its sole and absolute discretion, in the manner and style that The Juice House requires and in accordance with Section 8.01 of this Agreement. You shall offer, sell and provide the catering and other services (collectively, the "Services") that The Juice House designates in accordance with The Juice House's Standards and Specifications within your Protected Territory. You shall not offer for sale any Products or Services that are not specifically approved by The Juice House, or that are disapproved for sale at or from the Franchised Restaurant in The Juice House's sole and absolute discretion. You shall not offer any alcoholic beverages without obtaining The Juice House's prior written consent, which may be granted or withheld in The Juice House's sole and absolute discretion. You may not deviate from The Juice House's Standards and Specifications in any way without obtaining The Juice House's prior written consent, which may be granted or withheld in The Juice House's sole and absolute discretion. NEITHER The Juice House NOR ANY OF ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE GOODS AND SERVICES THAT YOU MUST PURCHASE, AND THE JUICE HOUSE AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except a set forth in a particular written warranty, if any, provided in connection with a particular Product or Service.

9.03 Supply of Designated or Approved Items. You shall maintain in sufficient supply the Products, and Equipment and Furnishings, as designated or approved by The Juice House, so as to be able to meet your obligations under this Agreement.

9.04 Approved Suppliers.

9.04.1 Approved and Designated Suppliers. You shall purchase all services and items, including, without limitation, Products, inventory, services, signs, Equipment and Furnishings, fixtures, and supplies only from distributors and suppliers that The Juice House has approved or designated. The Juice House shall provide you with a list of any designated suppliers, which The Juice House has the right to change at any time in its sole and absolute discretion. The Juice House has the right to revoke its approval of any approved or designated supplier at any time, in which event, you shall immediately cease from purchasing or acquiring any items from any such disapproved supplier. The Juice House reserves the right to become an approved vendor, or the only approved vendor for any item, product, or service in the future.

9.04.2 Supplier Contracts. The Juice House may require you to enter into, and strictly comply with the terms of agreements and contractual arrangements directly with System suppliers in the form(s) designated by The Juice House (each a "Supplier Contract"), and you hereby agree to immediately sign and comply with all such requirements. You acknowledge that the Supplier Contracts may change over time and new Supplier Contracts may be designated in the future.

9.04.3 Proposal of Additional Suppliers. If you wish to purchase any items, Products, Equipment and Furnishings, or other supplies from a supplier or distributor who is not on The Juice House's approved list, you may request The Juice House's approval of the supplier or distributor. The following procedures shall apply in the event that you wish to propose an alternate supplier or distributor:

(1) In order for such supplier or distributor to be approved: (a) the product or service offered by the proposed supplier or distributor shall conform in every respect to The Juice House's Standards and Specifications; (b) the proposed supplier or distributor shall have a good business reputation and be able and willing to provide sufficient quantities of the product or service to you; (c) the proposed supplier or distributor shall provide The Juice House with any information that The Juice House requests in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product or service to The Juice House's Standards and Specifications; and (d) the proposed supplier or distributor shall agree that, if approved, it shall provide The Juice House with reports concerning all purchases by you and other franchisees. This evaluation may include a sampling of the product or service at the supplier/distributor's place of business or The Juice House's place of business, or any other place that The Juice House may select, as The Juice House may designate. The Juice House expects that the cost of testing shall range from Five Hundred Dollars to Fifteen Hundred Dollars ($500 to $1,500) depending on the complexity of the particular product or service. You or the supplier/distributor shall be responsible for all costs and expenses incurred by The Juice House in the evaluation process.

(2) The Juice House cannot predict with any certainty how long The Juice House's evaluation process shall take, however, The Juice House shall attempt to complete the evaluation within a reasonable time, generally not to exceed sixty (60) days. Upon the

completion of the evaluation, The Juice House shall inform you of The Juice House's approval or disapproval of your request for an alternate supplier or distributor. If The Juice House approves the supplier or distributor, the supplier or distributor shall be added to The Juice House's approved list, however, The Juice House's approval of a supplier or distributor shall relate only to the item or product line evaluated and specifically approved by The Juice House. You hereby acknowledge that The Juice House has complete authority to approve or disapprove a proposed supplier and disapproval of a proposed supplier will not result in the costs of evaluating and testing a proposed supplier are non-refundable, even if proposed supplier is disapproved.

(3) The Juice House's Standards and Specifications and other criteria for supplier or distributor approval have been developed by The Juice House through the expenditure of extensive work and time and shall therefore be considered Confidential Information (as defined in Section 12.01 below). Therefore, The Juice House has no obligation whatsoever to make its Standards and Specifications or other criteria for supplier or distributor approval available to Franchisee or any proposed or approved suppliers.

9.05 The Juice House's Right to Derive Revenue & Consideration. You acknowledge and agree that The Juice House and/or its affiliates reserve the right to derive income, consideration, payments and other material benefits on account of your purchase and/or lease, and any System franchisee's purchase and/or lease, of any item and/or service, including, without limitation, Equipment and Furnishings, Products, Services and other items from The Juice House or any supplier/distributor, including approved suppliers/distributors and/or designated suppliers/distributors. This income may be derived in any form, including as a rebate from any supplier or distributor based on the quantity of System franchisee purchases. The Juice House may use these benefits for any purpose that The Juice House deems appropriate. The Juice House is not obligated to remit any benefits to you and reserves the right to retain all such benefits. The Juice House does not guarantee the availability of independent sources of supply for any particular item, Equipment or Furnishings, Product or Service required to establish or operate the Franchised Restaurant.

9.06 Purchasing Programs. The Juice House shall have the right, in its discretion, to designate any geographical area for purposes of establishing a purchasing program ("Purchasing Program"). If a Purchasing Program applicable to the Franchised Restaurant has been established at the time Franchisee commence operations, or is established during the Term, you shall immediately participate in the Purchasing Program, unless prohibited by applicable state and/or federal laws, rules or regulations.

ARTICLE 10. MARKS

10.01 Ownership. The Juice House has the right to license the Marks to you under this Agreement.

10.02 Use of the Marks. With respect to your licensed use of the Marks and the trade dress of the Franchised Restaurant (the "Trade Dress") pursuant to this Agreement, you agree that:

10.02.1 You shall use only the Marks designated by The Juice House in connection with the operation of the Franchised Restaurant, and shall use them only in the manner authorized and permitted by The Juice House. Any unauthorized use thereof shall constitute an infringement of The Juice House's rights.

10.02.2 You shall have the right to use the Marks only: (a) at the Franchised Restaurant and in connection with the operation of the Franchised Restaurant in strict accordance with the terms of this Agreement, the Operations Manual and The Juice House's Standards and Specifications; and (b) in connection with the advertising and/or promotion of the Franchised Restaurant, in strict accordance with the terms of this Agreement, the Operations Manual and The Juice House's Standards and Specifications.

10.02.3 You acknowledge that this Agreement does not grant you the right to offer or sell products or services from any other location or by any other means, including, without limitation, catalog or mail order sales, Internet sales (or the like), sales to restaurants, clubs, hotels and the like, and as corporate gifts, without The Juice House's prior written consent, which may be granted or withheld by The Juice House in its sole and absolute discretion.

10.02.4 You shall not, without The Juice House's prior written consent: (a) develop, create, generate, own, license, lease or use, in any manner, any computer medium or electronic medium (including, without limitation, any Internet home page, e-mail address, website, web page, social media page, domain name, bulletin board, newsgroup or other Internet-related medium or activity) that in any way uses or displays, in whole or in part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto; or (b) use electronic media, including, without limitation, the Internet or any social media sites (such as facebook™, Twitter™, LinkedIn™, Living Social™, Instagram™, TikTok™, Groupon™, MySpace™, Pinterest, YouTube, Foursquare, Yelp, Google, Yahoo, or any other similar or comparable social media platform), in a manner that uses or displays, in whole or in part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto. If The Juice House's consent to any of the foregoing activities is granted, you shall in all instances comply with any conditions and restrictions that The Juice House imposes, including the Standards and Specifications and such other policies and procedures as The Juice House may establish from time to time. And, if such consent is granted, The Juice House reserves the right to revoke such consent effective upon written notice to you.

10.02.5 You shall execute any documents deemed necessary or advisable by The Juice House and/or The Juice House's counsel to obtain protection for the Marks or to maintain their continued validity and enforceability.

10.02.6 You shall not, directly or indirectly, contest the validity of the Marks, or The Juice House's ownership of the Marks.

10.02.7 In the event that litigation involving the Marks is instituted or threatened against you, you shall promptly notify The Juice House and shall cooperate fully in defending or settling such litigation.

10.03 <u>Infringement</u>. You shall promptly notify The Juice House of any infringement of, or challenge to, the Marks, and The Juice House shall, in its sole and absolute discretion, take such action as The Juice House deems necessary or appropriate. The Juice House shall indemnify and hold you harmless from any suits, proceedings, demands, obligations, actions or claims (including costs and reasonable attorneys' fees) for any alleged infringement under federal or state trademark law arising solely from your use of the Marks in accordance with this Agreement, or as otherwise set forth by The Juice House in writing, if you have promptly notified The Juice House of such claim. If The Juice House undertakes the defense or prosecution of any litigation pertaining to any of the Marks, you shall execute any and all documents and do such acts and things as may, in the opinion of The Juice House's counsel, be necessary or advisable to carry out such defense or prosecution. The Juice House has the right to require, in its sole and absolute discretion, that you discontinue your use of the Marks and/or modify or substitute any of the Marks in connection with any pending or threatened litigation involving your use of such Marks.

10.04 Acknowledgments. You expressly understand and acknowledge that:

10.04.1 The Juice House or its affiliate is the owner of all right, title and interest in and to the Marks and the goodwill associated therewith and symbolized thereby; notwithstanding the foregoing, some Marks in use by The Juice House are not yet federally protected and therefore do not have the same legal protection as federally registered trademarks, in the event that they do not receive federal protection, you may, in accordance with Section 10.04.3 below, be required to use an alternative Mark.

10.04.2 Your use of the Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Marks, except the license granted by this Agreement. Any and all goodwill arising from your use of the Marks shall inure solely and exclusively to the benefit of The Juice House, and upon expiration of termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Marks.

10.04.3 The Juice House has the right, at any time, by giving notice to you, to completely change, add to, delete from, and/or make changes in the Marks in The Juice House's unrestricted discretion. You shall, at your expense, adopt and use any additions, deletions and changes to the Marks that The Juice House requires. If The Juice House decides at any time in its sole and absolute discretion to modify or discontinue the use of any Mark or use of additional or substitute Marks, you shall comply with The Juice House's directions within a reasonable time after The Juice House gives you notice. The Juice House has no obligation to reimburse you for any expenses you incur in connection with The Juice House's modification or discontinuance of any Marks, including your direct costs of changing signs, loss of revenue or costs of promoting any new or modified Mark.

ARTICLE 11. OPERATIONS MANUAL

11.01 Compliance with Operations Manual. In order to protect the reputation and goodwill of The Juice House and to maintain high standards of operation under The Juice House's Marks, you shall conduct your business in accordance with the Standards and Specifications and other standards, methods, policies, and procedures specified in the Operations Manual, one copy of which you acknowledge having received on loan from The Juice House for the Term. The "Operations Manual" shall mean The Juice House's confidential operations manual(s), including any Operating Amendments thereto (as defined in Section 0 below), which Operation Manual may consist of computerized documents of software, printed operations manuals, and all information provided through the Internet, extranet, audiotapes, videotapes and/or any other medium used from time to time by the System and designated as part of the Operations Manual. The Operations Manual may contain information and specifications concerning the Standards and Specifications and such other information concerning the System that The Juice House provides periodically to System franchisees.

11.02 Modifications, Revisions, Additions. The Juice House may, from time to time, revise, modify or make additions to the contents of the Operations Manual, and you expressly agree to comply with each new or changed standard and/or specification. Without limiting the generality of the foregoing, The Juice House may update and change the Operations Manual periodically ("Operating Amendments") in order to reflect changes in the Standards and Specifications. The Juice House may notify you of any Operating Amendment by e-mail, facsimile, Internet transmission, extranet, or by any other means. The Juice House may require you to access an extranet or comparable system on a daily basis to check for any such Operating Amendments. If you fail to do so as designated by The Juice House, you shall nevertheless be bound by any Operating Amendments that you would have received had you checked for the Operating Amendments as required.

ARTICLE 12. CONFIDENITIALITY

12.01 Confidentiality.

12.01.1 For purposes of this Agreement, the term "Confidential Information" shall mean information, knowledge, know-how and techniques related to the Franchisor, the System, the Products, the Services, the Marks, the Franchised Restaurant and the other Restaurants, and the general operation, business and management of the System, which is communicated to you or learned by you in the course of your operation of the Franchised Restaurant or you participation in the System. You shall treat the Operations Manual, and any other documents or manuals created for or approved for use in the operation of the Franchised Restaurant, and the information contained therein as "Confidential Information".

12.01.2 At all times during the Term and thereafter, you shall maintain all Confidential Information as secret and shall not communicate, divulge, or use for the benefit of any other person(s), partnership, association, limited liability company or corporation any Confidential Information. You shall divulge such Confidential Information only to such of your employees as are required to have access to it in order to operate the Franchised Restaurant. Any additional information that The Juice House shall consider to be Confidential Information shall be deemed confidential for purposes of this Agreement, except information which you can demonstrate came to your attention prior to disclosure thereof by The Juice House, or which, at or after the time of disclosure by The Juice House to you, had become or later becomes a part of the public domain, through lawful publication or communication by others.

12.02 Covenants. As a condition of employment, you shall require any and all Franchisee Trainees and employees who attend the Initial Training or any Additional Training, each of your Managers, and any personnel having access to any Confidential Information to execute a confidentiality and restrictive covenant agreement (in substantially the form attached hereto as Exhibit F, the "Restrictive Covenant Agreement"), pursuant to which such persons shall agree to maintain the confidentiality of the Confidential Information that they receive in connection with their employment by you at the Franchised Restaurant. Each Restrictive Covenant Agreement shall include a specific identification of The Juice House as a third-party beneficiary of such agreement with the independent right to enforce it. You shall provide The Juice House with a copy of all executed Restrictive Covenant Agreements within five (5) days of hiring any such managers and/or employees.

12.03 Injunctive Relief. You acknowledge that any failure to comply with the requirements of this Article 12 shall cause The Juice House and/or its affiliates irreparable injury, and you agree to pay all court costs and reasonable attorney's fees incurred by The Juice House and/or its affiliates in obtaining specific performance of, or an injunction against violation of, the requirements of this Article 12.

ARTICLE 13. RECORDS, REPORTS & ACCOUNTING

13.01 Books & Records. You shall maintain and preserve, for at least ten (10) years from the dates of their preparation, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by The Juice House.

13.02 Required Reports. In addition to the monthly Gross Sales reports required under Section 5.05 above, you shall prepare and submit to The Juice House via electronic mail to the email address designated by The Juice House, or such other delivery method as specified by The Juice House, quarterly profit and loss statements on or before the fifteen (15th) day of the month immediately following the expiration of each calendar quarter.

13.03 Additional Reports. Without limiting the foregoing, you shall, at your expense, submit to The Juice House in the form prescribed by The Juice House, and maintain readily available for The Juice House's inspection, review, and/or auditing, any and all financial reports required by The Juice House. You are obligated to provide the following information to The Juice House:

13.03.1 a semi-annual internal balance sheet and profit and loss statement and an annual balance sheet and profit and loss statement reviewed by a certified public accountant;

13.03.2 an annual copy of your signed 1120 or 1120S tax form filed with the Internal Revenue Service (or any forms which take the place of those forms), all state and local sales and use tax reports that you are required to file and, upon The Juice House's written request, copies of all tax returns or reports filed by you for the periods specified in The Juice House's notice;

13.03.3 copies of all operating reports to your landlord and/or shopping mall operator, if required or provided pursuant to your lease agreement for the Approved Restaurant Location;

13.03.4 your state sales tax returns, and such portions of your federal and state income tax returns as reflect the operations of the Franchised Restaurant; and

13.03.5 such other forms, reports, records, information, and data as The Juice House may reasonably designate from time to time.

13.04 Verification/Inspection/Use. You shall verify and sign each report and financial statement in the form The Juice House periodically requires. You hereby give The Juice House the right to disclose information from your reports relating to the income, expenses and sales from the operation of the Franchised Restaurant to confirm that you are complying with your obligations under this Agreement and to formulate earnings and expense information for possible disclosure to prospective franchisees. The Juice House may also use information from your reports in The Juice House's solicitation of other franchisees or for similar purposes. The Juice House may require you to have your financial statements reviewed or audited by a certified public accountant at your cost and expense. We reserve the right to, as frequently as on a daily basis if so desired: (a) access your cash registers, POS System and any other computer systems; (b) retrieve all information relating to the Franchised Restaurant's operations; and (c) program your computerized cash registers, POS System and any other computer systems so that they send such information automatically to The Juice House or its designee. You shall take whatever actions The Juice House specifies to ensure that The Juice House has continuous, real-time remote electronic access to each of your business systems in order to monitor and retrieve all information stored in such systems.

13.05 Inspection and Audit. The Juice House or its designated agents shall have the right, during reasonable hours, to examine and copy, at The Juice House's expense, your books, records, and tax returns. The Juice House shall also have the right, at any time, to have an independent audit made of your books and records. If an inspection should reveal that any payments have been understated in any report to The Juice House, then The Juice House shall have the right to immediately debit from your bank account or require you to immediately pay the amount understated, plus interest from the date that such amount was due at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any report of two percent (2%) or more, The Juice House may, in addition to repayment of monies owed with interest, debit from your bank account or require you to reimburse The Juice House for any and all costs and expenses associated with the inspection (including, without limitation, travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies The Juice House may have pursuant to this Agreement or at law. The Juice House's right to audit and inspect your books and records shall survive for two (2) years following any termination or expiration of this Agreement.

ARTICLE 14. ADVERTISING

14.01 Acknowledgment. You understand and hereby acknowledge that advertising, marketing and promotional activities are essential to the furtherance of the goodwill and public image of The Juice House and the System, as well as the success of your Franchised Restaurant. Recognizing the value of advertising, and the importance of the standardization of the System's advertising programs, you agree to each of the terms and conditions set forth in this Article 14.

14.02 Generally. The Juice House has the right to develop and create advertising and sales promotion programs designed to promote and enhance the System and the Restaurants operating under the System. You shall participate in all advertising and sales promotion programs established by The Juice House in strict accordance with The Juice House's terms and conditions. You shall place or display at the Franchised Restaurant only such signs, emblems, lettering, logos, displays, advertising and marketing materials approved in advance by The Juice House. You shall conduct all advertising in a dignified manner and all advertising materials and items shall conform to The Juice House's Standards and Specifications. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from The Juice House in accordance with this Article 14. For all advertising and promotional activities, you shall submit samples of such plans and materials to The Juice House for its prior approval. If you do not receive written approval from The Juice House within fifteen (15) days of the date of receipt by The Juice House of such samples or materials, then The Juice House shall be deemed to have approved them.

14.03 Territorial Advertising Restriction. You are not permitted to solicit customers and/or advertise outside of the Protected Territory, except to the extent that you have received The Juice House's prior written authorization, which may be granted or withheld in The Juice House's sole and absolute discretion. The Juice House may condition its authorization upon, among other things, your agreement to offer other System franchisees who are operating Restaurants in territories encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of, such solicitation and/or advertising efforts. Notwithstanding the foregoing, you are not required to obtain The Juice House's prior written authorization to use or circulate an advertisement outside of the Protected Territory, provided that such advertisement is a general System advertisement and does not identify or promote the Franchised Restaurant and The Juice House has already approved the form and content of such advertising materials.

14.04 Use of Marks in Advertising. All advertising shall prominently display the Marks and shall comply with The Juice House's standards for use of the Marks. You shall obtain The Juice House's prior written approval before using any of the Marks on any item, including, without limitation, signs, stationary, business cards, forms and other supplies.

14.05 Grand Opening Advertising. You shall conduct a grand opening advertising campaign and expend the amount designated in the Contract Data Sheet in the manner The Juice House specifies or approves (the "Grand Opening Advertising Expenditure"). The Juice House may designate an approved supplier of local advertising and marketing services and may require you to engage such supplier's services in connection with the grand opening of the Franchised Restaurant. The Juice House may require you to expend the Grand Opening Advertising Expenditure in accordance with any such approved or designated supplier's Grand Opening advertising program. You shall prepare and submit to The Juice House a written plan detailing the grand opening advertising campaign no later than thirty (30) days before the Franchised Restaurant's scheduled grand opening. Within four (4) months following the date that the Franchised Restaurant opens for business, you shall furnish The Juice House such evidence as The Juice House may reasonably require to verify your compliance with the Grand Opening Advertising Expenditure requirements.

14.06 Required Local Advertising Expenditure. In addition to the Advertising Fee, you shall spend, at a minimum, two percent (2%) of your Gross Sales each month (the "Local Advertising Requirement") for local advertising and marketing. You shall provide The Juice House with a monthly accounting of all sums you expend to meet your Local Advertising Requirement. Menu printing costs and expenses do not count towards your Local Advertising Requirement. Your monthly Local Advertising Requirement may, with The Juice House's prior written consent, be accumulated by you for seasonal expenditure upon such terms as The Juice House may prescribe or authorize. The Juice House reserves the right to require you to submit to The Juice House, on a quarterly or monthly basis as The Juice House designates, a local marketing plan specifically describing how you propose to spend Local Advertising Requirement. If you fail to meet your Local Advertising Requirement, or if you fail to otherwise comply with your local marketing obligations, The Juice House shall have the right, in addition to any and all other rights and remedies available to it under this Agreement and/or at law, to require you to: (a) immediately pay all sums you were required to, but failed to, expend (the "Local Advertising Deficiency"), to a Fund; (b) spend the Local Advertising Deficiency in the manner designated or approved by The Juice House for local advertising; or (c) immediately pay the Local Advertising Deficiency to The Juice House to be expended by The Juice House or its designees in its sole discretion in a way that may (or may not) directly or indirectly benefit your Restaurant.

For purposes of this section, "local advertising" means advertising and marketing that is primarily directed to persons or entities within Your Protected Territory. You acknowledge and agree that expenses for employee salaries, wages, travel expenses, and menu printing and/or distribution do not count towards your Local Advertising Requirement. We have the right to approve or disprove all "local advertising" expenditures You propose in our sole discretion. You shall submit, on or before the last day of each month, copies of invoices or receipts to The Juice House for advertising materials or media or both showing compliance with the provisions of this paragraph. Yourmonthly Local Advertising Requirement may, with The Juice House's prior written consent, be accumulated by you for seasonal expenditure upon such terms as The Juice House may prescribeor authorize.

14.07 Brand Marketing Fund. Pursuant to Section 5.02, you are required to pay to The Juice House or its designee the continuing Brand Marketing Fee of up to two percent (2%) during the Term. Fees allocated to the Brand Marketing Fund shall be used towards, among other things, expenditures reasonably related to the creation, development, administration and supervision of marketing and advertising programs and menu development for Restaurants. The Juice House reserves the right in its sole and absolute discretion to determine whether the Brand Marketing Fund shall be expended on the nation, regional or local level. The Juice House does not represent or warrant that the Franchised Restaurant or any particular Restaurant shall benefit directly or *pro rata* from the marketing or advertising activity of the Brand Marketing Fund.

14.08

Establishment of New Advertising Funds and Cooperatives. The Brand Marketing Fund is the only marketing fund established as of the execution date of this Agreement; however, The Juice House reserves the right, at any time and in its sole discretion, to (a) create other advertising or marketing funds and to require you to direct all or a portion of your Brand Marketing Fee towards those new funds (collectively with the Brand Marketing Fund, the "Funds"), (b) change, dissolve or merge the Funds and/or (c) restructure or modify the organization and administration of the Funds. The Juice House does not represent or warrant that Your Restaurant shall benefit directly or *pro rata* from the marketing or advertising activity of any Fund at any time.

14.09 Administration. The Juice House may administer the Brand Ad Fund or one or more subsequently created Funds (collectively, the "Funds") itself, or designate or license to a third party the right to do so. The Juice House may change, dissolve or merge any of the Funds at any time, in The Juice House's sole and absolute discretion. The Juice House has sole discretion over the creative concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout and content of all national, regional, and local advertising paid out of the Funds; and the Funds shall be maintained and administered by The Juice House, or The Juice House's designee, as follows:

14.09.1 The Funds are intended to maximize general public recognition and acceptance of the Marks for the benefit of the System, and neither The Juice House, nor the Funds, are obligated to make expenditures for you which are equivalent or proportionate to your contributions, nor is The Juice House required to ensure that you benefit directly or *pro rata* from the placement of advertising.

14.09.2 The Advertising Fee and the Funds, and any contributions to or earnings by the Fund, are used to meet the costs of producing, maintaining, administering, directing, conducting, printing, and preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which The Juice House believes shall enhance the image of the System, including, without limitation, the costs of preparing and conducting television, radio, Internet, magazine, newspaper and other media advertising campaigns; developing and/or hosting an Internet web page or similar activities; conducting market research; providing other marketing materials to franchisees; menu printing; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; printing and production costs;

purchasing promotional items, conducting and administering visual merchandising, promotions and merchandising programs; and providing promotional and other marketing materials and services. Advertising may be local, regional or national, in any type of media, including Internet, print, radio and/or television.

14.09.3 The Advertising Fee contributed to the Funds may also be used to provide rebates or reimbursements to you for local expenditures on certain products, services or improvements, approved in advance by The Juice House, which The Juice House believes shall promote general public awareness and favorable support for the System.

14.09.4 The Juice House has no obligation to segregate the Advertising Fee payments or maintain accounts separate from The Juice House's other funds. The Advertising Fee may be commingled with funds in The Juice House's general accounts. The Juice House-owned and The Juice House affiliate-owned Restaurants are not required to contribute any amounts to the Fund.

14.09.5 The Juice House expects to use an amount equal to all contributions made in any fiscal year, but any monies remaining in any Funds at the end of any such year shall carry over to the next year. The Juice House expects to use any interest or other earnings of the Funds before using current contributions, but it is not required to do so.

14.09.6 The Juice House is not required to prepare or provide you with any statements relating to the Advertising Fee, the Funds or the expenditures of the Funds, although The Juice House may do so at its option. The Funds shall not be audited, unless The Juice House elects to require an audit, in which event all expenses for the audit shall be paid out of the Advertising Fee contributed to the Funds. The Juice House may, but is not required to, create internally prepared, periodic statements of operations for the Funds. These statements, if created, may be made available to you, upon your reasonable written request.

14.09.7 The Juice House has the right to terminate any one or more of the Funds at any time. If any Fund is terminated, The Juice House is not required to return to you any Advertising Fee that you contributed to such terminated Fund. None of the Advertising Fee paid to The Juice House is refundable at any time, or for any reason, including, without limitation, upon termination or expiration of this Agreement.

14.09.8 You expressly acknowledge that the Funds may be used to pay administrative expenses to The Juice House or its designee. Administrative expenses may include amounts equivalent to the salaries, travel and other expenses of The Juice House's or its designee's employees whose services are provided to further the purposes and efforts of the Funds.

14.09.9 The Fund is not a Trust. The Juice House has no fiduciary obligation to you for administering the Fund(s) or for any other reason. Media, materials and programs prepared using Advertising Fees and/or Fund contributions may describe The Juice House's franchise program, reference to the availability of franchises and related information and to process franchise leads.

14.10 Cooperative Advertising. The Juice House encourages the formation and operation of franchisee cooperative advertising associations (each, a "Co-op"). Each Co-op shall coordinate advertising, marketing efforts and programs, and attempt to maximize the efficient use of local advertising media. If a Co-op is formed for your region, you shall participate in the Co-op or lose your right to vote as to decisions regarding advertising and marketing efforts and programs. In no event shall you be required to be a member of more than one Co-op. You acknowledge that The Juice House has the right to require any Co-op to be organized and governed: (a) in a form and manner approved in advance by The Juice House in writing; and (b) for the exclusive purpose of administering regional advertising programs and developing, subject to The Juice House's approval, standardized promotional materials for use by the members in local advertising. You further acknowledge and agree that:

14.10.1 No advertising or promotional plans or materials may be used by any Co-op, or be furnished to its members, without the prior approval of The Juice House, pursuant to the procedures and terms as set forth in this Section.

14.10.2 The Juice House, in its sole and absolute discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Co-op, and/or from the obligation to contribute thereto (including a reduction, deferral or waiver of such contribution), upon the written request of such franchisee stating reasons supporting such exemption.

14.11 Minimum Requirements Only. You understand and acknowledge that the required contributions and expenditures set forth in this Article 14 are minimum requirements only, and that you may, and are encouraged by The Juice House to, expend additional funds for advertising, marketing and promotion.

14.12 Internet Restrictions. You shall not establish a presence on the Internet, or use it for marking purposes, without obtaining The Juice House's prior written consent and complying with any conditions and restrictions The Juice House designates. You are strictly prohibited from listing, advertising, marketing and/or promoting the Franchised Restaurant on any social or networking website or mobile application, including, without limitation, facebook™, LinkedIn™, MySpace™, Twitter™, Groupon™, Instagram™, TikTok™, LivingSocial™, Pinterest, YouTube, Foursquare, Yelp, Google, Yahoo or any similar site, without The Juice House's prior written consent in each instance. The Juice House may withhold or revoke its consent for any reason. You may not promote or sell any products or services, or make any use of the Marks, through the Internet or any other electronic medium, including mobile applications, without The Juice House's prior written approval, which The Juice House may withhold in its sole and absolute discretion. As a condition of granting any consent, The Juice House shall have the right to establish any requirement that The Juice House deems appropriate.

14.12.1 The Juice House may (but is not required to) include in any The Juice House website an interior page containing information about the Franchised Restaurant. If The Juice House includes such information on the website, The Juice House shall have the right to require you to prepare the page, at your expense, using The Juice House's designated template. All information shall be approved by The Juice House before it is posted. The Juice House retains the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You shall follow The Juice House's designated intranet and Internet usage rules, policies and requirements, as they may be developed, changed or modified by The Juice House in its sole and absolute discretion at any time during the Term. The Juice House retains the sole right to approve any linking to, or other use of, the website.

14.13 Limitation of The Juice House's Duties. You understand and agree that the only obligations The Juice House has regarding the collection and spending of the Advertising Fee, or the administration of the Funds, are the express contractual obligations in this Article 14. The Juice House is not acting as a trustee, fiduciary, agent or in any other special capacity. The Juice House makes no representations or warranties regarding the quality or effectiveness of any advertising and marketing activities funded by the Advertising Fee and The Juice House has no liability to you with respect to how the Advertising Fee is spent.

ARTICLE 15. INSURANCE

15.01 Generally. You shall procure, prior to the commencement of any operations under this Agreement, and shall maintain in full force and effect at all times during the Term, at your expense, each of the insurance policies set forth in Section 15.02 below (the "Insurance Policies"), which Insurance Policies shall each name The Juice House as an additional insured and serve to protect you and The Juice House, and your and The Juice House's respective officers, directors, partners, and employees, against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense, whatsoever, arising or relating to the Franchised Restaurant.

15.02 Minimum Requirements. The Insurance Policies shall be written by a responsible carrier or carriers acceptable to The Juice House, with a financial rating of A- or better. Except with respect to additional coverages and higher policy limits that may be reasonably required by The Juice House from time to time and/or required under the terms of the lease for the Franchised Restaurant, the Insurance Policies shall include, at a minimum, the following types of policies:

15.02.1 "Comprehensive General Liability Insurance", including broad form contractual liability, broad form property damage, personal injury, completed operations, products liability, in the amount of $2,000,000 combined single limit, and fire damage coverage, in the amount of not less than $50,000.

15.02.2 "All-Risks Insurance" for the full cost of replacement of the Franchised Restaurant premises and all other property in which The Juice House may have an interest, with no coinsurance clause, a replacement cost clause attached, agreed amount endorsement equal to 100% of the value of the property.

15.02.3 "Business Interruption Insurance", including coverage for royalty payment obligations, in an amount equal to 100% of Franchisee's annual Gross Sales for a period of 24 months (actual or, if not available, estimated), excluding ordinary payroll expenses.

15.02.4 "Automobile Insurance", including coverage of vehicles owned by you, vehicles used in the business, and vehicles owned by the business, with a combination of primary and excess limits of not less than $1,000,000. Your vehicle insurance coverage requirements will be specified in more detail in the manual. You must carry minimums higher than those imposed under applicable law. Your policy must include the amendment for hired non-owned auto for vehicles you do not own.

15.02.5 "Employer's Liability Insurance", "Workers' Compensation Insurance", "Liquor Liability and Dram Shop Insurance", and such other insurance as may be required by statute or rule of the state or locality in which the Franchised Restaurant is located and operated.

15.02.6 You may, with the prior written consent of The Juice House, elect to have reasonable deductibles in connection with the coverage required under Sections 15.02.1 and 15.02.2 above.

15.03 Builder's All-Risk Insurance. In connection with any construction, renovation, refurbishment, or remodeling of the Franchised Restaurant, you shall maintain "Builder's All-Risks Insurance" and performance and completion bonds in the forms and amounts, and written by a carrier or carriers, reasonably satisfactory to The Juice House.

15.04 No Limitation. Your obligation to obtain and maintain the foregoing Insurance Policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by The Juice House, nor shall your performance of that obligation relieve you of liability under the indemnity provisions, including as set forth in Section 22.03 of this Agreement.

15.05 Franchisee's Negligence. All public liability and property damage policies shall contain a provision that The Juice House, although named as an insured, shall nevertheless be entitled to recover under said policies on any loss occasioned to The Juice House or its servants, agents or employees by reason of your negligence or the negligence of your servants, agents, or employees.

15.06 Additional Requirements. At least thirty (30) days prior to the time any Insurance Policy is first required to be carried by you, and thereafter at least thirty (30) days prior to the expiration of any such Insurance Policy, you shall deliver to The Juice House certificates of insurance ("Certificates") evidencing the proper coverage with limits not less than those required hereunder. All Certificates shall expressly provide that no less than thirty (30)-days' prior written notice shall be given The Juice House in the event of material alteration to or cancellation of the coverages evidenced by such Certificates. Further, all Certificates shall name The Juice House, and each of its partners, subsidiaries, affiliates, directors, agents and employees as additional insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions for which any such Certificate evidences coverage.

15.07 Failure to Procure/Maintain. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by The Juice House in the Operations Manual or otherwise, The Juice House shall have the right and authority, but not the obligation, to immediately procure such insurance on your behalf and to charge the same to you, which charges shall be payable immediately by you upon notice and, together with a reasonable fee for The Juice House's expenses, shall not exceed seven percent (7%) of the cost of the insurance provided. The foregoing remedies shall be in addition to any other remedies The Juice House may have pursuant to this Agreement or at law.

ARTICLE 16. TRANSFER AND ASSIGNMENT

16.01 Transfer by The Juice House. The Juice House shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations hereunder to any person or Legal Entity.

16.02 Transfer by Franchisee. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you and/or your current owners, and that The Juice House has granted this franchise in reliance upon you and/or your owners' business skill, financial capacity, and personal character. Accordingly, neither you, nor any immediate or remote successor to any part of your interest in this franchise, nor any individual, partnership, corporation, or limited liability company that, directly or indirectly, has any ownership interest in you and/or this franchise shall sell, assign, transfer, convey, gift, or otherwise dispose of any direct or indirect interest in this franchise or the Franchised Restaurant (each a "Transfer"), without the prior written consent of The Juice House, which may be granted or withheld in The Juice House's sole and absolute discretion. Notwithstanding the foregoing, The Juice House's prior written consent shall not be required for a transfer of less than a five percent (5%) interest in a corporation registered under the Securities Exchange Act of 1934 (a "publicly-held corporation"). Any purported, sale, assignment, encumbrance or transfer, by operation of law or otherwise, not having the written consent of The Juice House required by this Section 16.02, shall be null and void and shall constitute a material breach of this Agreement, for which The Juice House may then terminate without opportunity to cure pursuant to Section 17.02.23 below.

16.03 Ownership Changes. Without limiting the foregoing, Franchisee acknowledges that any sale, resale, pledge, encumbrance, assignment, transfer or other disposition of any ownership interests of Franchisee, if such Franchisee is a Legal Entity, shall constitute a "Transfer" for purposes of this Agreement. Upon The Juice House's consent to any such Transfer of the ownerships interests of Franchisee, any new partner, shareholder, member, manager, or equity holder of Franchisee, as applicable, shall be required to personally guarantee Franchisee's obligations under this Agreement.

16.04 Conditions for Approval. The consent of The Juice House and the approval of a proposed Transfer may be subject to any such conditions as The Juice House deems necessary or desirable in its sole and absolute discretion, including, without limitation, any of the following:

16.04.1 All of Franchisee's accrued monetary obligations and all other outstanding obligations to The Juice House and its subsidiaries and affiliates shall have been satisfied;

16.04.2 Franchisee is not in default of any provision of this Agreement or any amendment hereto, or of any provision of any other agreement between (a) Franchisee and The Juice House or its subsidiaries or affiliates; and/or (b) any of Franchisee's owners and/or affiliates and The Juice House or its subsidiaries or affiliates;

16.04.3 The transferor shall have executed a general release, under seal and in a form satisfactory to The Juice House, of any and all claims against The Juice House, and its affiliate, parents, subsidiaries, and each of their respective officers, directors, shareholders and employees, in both their corporate and individual capacities, including, without limitation, claims arising under this Agreement and all federal, state, and local laws, and rules, to the fullest extent permitted by law;

16.04.4 The transferee (and, if the transferee is a Legal Entity, such owners of such Legal Entity as The Juice House may request) shall enter into a written assignment, under seal and in a form satisfactory to The Juice House, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement; and, if Franchisee's obligations were guaranteed by the transferor, the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to The Juice House;

16.04.5 The transferee (and, if the transferee is a Legal Entity, such owners of such Legal Entity as The Juice House may request) shall demonstrate to The Juice House's satisfaction that: it meets The Juice House's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Restaurant (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Restaurant;

16.04.6 At The Juice House's option, the transferee shall execute (and/or, upon The Juice House's request, shall cause all interested parties to execute), for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, the then-current form of franchise agreement being offered to new System franchisees and such other ancillary agreements as The Juice House may require for the Franchised Restaurant, which agreements shall supersede this Agreement in all respects and may include terms that differ from the terms of this Agreement; *provided*, *however*, that the transferee shall not be required to pay any initial franchise fee;

16.04.7 The transferee, at its expense, shall upgrade the Franchised Restaurant to conform to The Juice House's then-current Standards and Specifications, and shall complete the upgrading and other requirements within the time specified by The Juice House;

16.04.8 The transferee shall remain liable for all of the obligations to The Juice House in connection with the Franchised Restaurant prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by The Juice House to evidence such liability;

16.04.9 The transferee (or, if the transferee is a Legal Entity, a principal of the transferee acceptable to The Juice House) and the transferee's manager shall, at the transferee's expense, complete any training programs then in effect for franchisees upon such terms and conditions as The Juice House may reasonably require;

16.04.10 Prior to consummating any Transfer, Franchisee shall pay to The Juice House a fee in an amount equal to Twenty Thousand Dollars ($20,000) (the "Transfer Fee"). If Franchisee requests The Juice House's approval of a Transfer but does not consummate such Transfer, Franchisee shall pay to The Juice House a fee in the amount equal to Five Thousand ($5,000). In the case of a Transfer to a corporation, partnership, or limited liability company owned by Franchisee for purposed of the convenience of ownership, Franchisee shall pay to The Juice House a fee in the amount of Fifteen Hundred Dollars ($1,500); *provided*, *however*, no fee shall be owed to The Juice House if such Transfer occurs prior to the expiration of the six (6)-month period following the Effective Date. In addition to any Transfer fee required by this Section 16.04.10, Franchisee shall pay to The Juice House any reasonable costs and expenses associated with The Juice House's review of the application to Transfer, including, without limitation, HNS's legal and accounting fees. Notwithstanding the foregoing, there shall be no Transfer fee required in connection with any Transfer to The Juice House.

16.04.11 Franchisee acknowledges and agrees that each condition which shall be met by the transferee is necessary to assure such transferee's full performance of the obligations under this Agreement.

16.05 Right of First Refusal. If, prior to the expiration or termination of this Agreement, Franchisee desires to accept a bona fide offer from a third party to purchase any or all of such party's interest (the "Interest") in the franchise granted by The Juice House pursuant to this Agreement, or substantially all of the assets of the Franchise Restaurant, Franchisee shall notify The Juice House in writing of such bona fide offer, and shall provide such information and documentation relating to the offer as The Juice House may require to evaluate the terms of such offer.

16.05.1 Upon The Juice House's request, Franchisee shall provide The Juice House any information about the business and operations of the Franchised Restaurant that The Juice House requests.

16.05.2 The Juice House shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and all of the information requested pursuant to Section 16.05.1 above, to send a written notice to Franchisee that The Juice House intends to purchase the Interest on the same terms and conditions offered by the third party and at the same price. If The Juice House does not provide written notice to Franchisee within the thirty (30)-day period, The Juice House shall be deemed to have waived the right of first refusal provided to it under this Section 16.05.

16.05.3 If The Juice House elects to purchase the Interest, closing on such purchase shall occur within thirty (30) days from the date of notice to Franchisee of the election to purchase by The Juice House. If The Juice House exercises its option, The Juice House shall waive the fee described in Section 16.04.10 above. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by The Juice House as in the case of an initial offer.

16.05.4 Failure of The Juice House to exercise the option afforded to it pursuant to this Section 16.05 shall not constitute a waiver of any other provision of this Agreement, including, without limitation, the provisions set forth in Section 16.04 with respect to Transfers, including, without limitation, the requirement that Franchisee obtain The Juice House's prior written consent to any proposed Transfer.

16.05.5 If the consideration, terms, and/or conditions offered by a third party include assets not related directly to the Franchised Restaurant, or are otherwise such that The Juice House may not reasonably be required to furnish the same consideration, terms, and/or conditions, then The Juice House may purchase the Interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash, an independent appraiser shall be mutually designated by Franchisee and The Juice House, and such independent appraiser's determination shall be binding.

16.06 Transfer to a Legal Entity. If Franchisee is an individual, Franchisee has the right to assign Franchisee's rights under this Agreement to a Legal Entity for the convenience of operation; provided that such Legal Entity is wholly-owned by Franchisee. Such assignment shall not be subject to The Juice House's right of first refusal, as set forth in Section 16.05 above, provided that the Legal Entity: (a) complies with Section 20.01; (b) is newly organized for the purpose of operating the Franchised Restaurant or operating other Restaurants under franchise agreements with The Juice House; and (c) agrees in writing to assume all of Franchisee's obligations under this Agreement pursuant to the terms of an assignment and assumption agreement (in substantially the form attached hereto as Exhibit G, the "Assignment and Assumption Agreement").

16.07 Transfer upon Death or Mental Incapacity. Upon the death or mental incapacity of any person with an interest in the franchise or in Franchisee (if Franchisee is a legal entity), the executor, administrator, or personal representative of such person shall transfer his or her interest to a third party approved by The Juice House within six (6) months after such death or mental incapacity (the "Transfer Period"). Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, and to the following conditions:

16.07.1 In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 16.07, the personal representative of the deceased person shall have an additional period of up to six (6) months from the date such individual is disapproved by The Juice House (the "Extension Period") to dispose of the deceased's interest in the franchise.

16.07.2 Notwithstanding the foregoing, the following conditions shall be met during the Transfer Period and any Extension Period: (a) the executor, administrator, or personal representative, as applicable, has provided The Juice House with documentation reasonably satisfactory to The Juice House evidencing such person's authority to receive an assignment or to dispose of the deceased's interest in the franchise; (b) the Franchised Restaurant remains open and operating in accordance with all terms and conditions of this Agreement at all times; and (c) a manager who has been approved by The Juice House and who has completed The Juice House's Initial Training to The Juice House's satisfaction is designated to operate the Franchised Restaurant during the Transfer Period and/or Extension Period, as applicable.

16.07.3 The Juice House shall in no way assume any liability in connection with the legal authority of the deceased's executor, administrator, heir, beneficiary or personal representative to receive an assignment or to dispose of the deceased's interest in the franchise.

16.07.4 In the event that a manager acceptable to The Juice House has not been designated to operate the Franchised Restaurant during the Transfer Period and, if applicable, Extension Period, The Juice House shall have the right, at its option, to step in and either itself, or through a third party designated by The Juice House, operate the Franchised Restaurant during such period. The Juice House or its designee shall be entitled to a reasonable fee for such services, in addition to compensation for all costs and expenses incurred in providing such services.

16.07.5 If the foregoing conditions are not satisfied, or if the deceased's interest in the franchise is not transferred or disposed of before the expiration of the Transfer Period or Extension Period, if applicable, The Juice House shall have the right to immediately terminate this Agreement.

16.08 Non-Waiver of Claims. The Juice House's consent to a Transfer of any interest in the franchise granted herein shall not constitute a waiver of any claims The Juice House may have against the transferring party, nor shall it be deemed a waiver of The Juice House's right to demand exact compliance by the transferee with any of the terms of this Agreement.

ARTICLE 17. DEFAULT, TERMINATION AND ALTERNATIVE REMEDIES

17.01 Default and Termination. If Franchisee commits any Act of Default (as defined in Section 17.02 below), and Franchisee fails to cure such Act of Default within the applicable cure period after having been notified of such Act of Default, then this Agreement shall automatically terminate without any further action or notice by The Juice House, subject only to The Juice House's right to exercise its remedy pursuant to Section 17.04 below. Unless specifically set forth or precluded below, the cure period for any Act of Default shall be thirty (30) days. If any applicable law requires a longer notice period or a longer cure period than is provided in this Agreement, then the period required by law shall be substituted for period provided below.

17.02 Acts of Default: Each of the following acts is a material act of default under this Agreement (collectively, the "Acts of Default", and each, an "Act of Default") and shall constitute good cause for termination of this Agreement by The Juice House:

17.02.1 If the Franchised Restaurant does not open for business to the public by the date that is: (a) two hundred seventy (270) days from the Effective Date; or (b) one hundred eighty (180) days from the date Franchisee enters into a lease agreement or purchase agreement, as applicable, for the Approved Restaurant Location.

17.02.2 Franchisee's failure to commence the design, construction, equipping and process of opening the Franchised Restaurant in accordance with timeline established by The Juice House.

17.02.3 Except as otherwise required by the United States Bankruptcy Code, Franchisee is adjudicated as bankrupt and/or files or has filed against it a petition in bankruptcy, reorganization, or similar proceeding and the petition is not dismissed within ninety (90) days after it is filed. Subject to applicable law, there shall be no cure period for an Act of Default under this provision. Franchisee expressly and knowingly consents to such termination and waives any rights that Franchisee may have under the provisions of the United States Bankruptcy Code and any other relief which may be sought in a complaint filed by The Juice House to lift the provisions of the automatic stay of the United States Bankruptcy Code. Additionally, Franchisee agrees not to seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or similar proceedings which would have the effect of staying or enjoining this provision.

17.02.4 Franchisee becomes insolvent, a receiver or custodian (permanent or temporary) of Franchisee's property or any part thereof is appointed by a court of competent authority, or Franchisee makes a general assignment for the benefit of creditors. There shall be no cure period for an Act of Default under this provision.

17.02.5 A final judgment against Franchisee remains unsatisfied of record for thirty (30) days or longer (unless a supersedeas or other appeal bond is filed), execution is levied against Franchisee's business or property at the Franchised Restaurant premises, or a suit to foreclose any lien or mortgage against the Franchised Restaurant premises or any furniture, fixtures or equipment at the Franchised Restaurant is filed against Franchisee and not dismissed within thirty (30) days. The cure period for an Act of Default under this provision is five (5) days after notice by The Juice House following expiration of any other period set forth in this provision.

17.02.6 Franchisee defaults in the performance of any term, condition, or obligation of payment of any indebtedness to Franchisee's suppliers, distributors or others arising out of the purchase or lease of equipment in connection with the Franchised Restaurant.

17.02.7 Franchisee fails to pay when due any Royalty Fee, Advertising Fee, or other amounts due and payable to The Juice House under this Agreement. The cure period for an Act of Default under this provision is ten (10) days after notice by The Juice House.

17.02.8 Franchisee fails to submit any Gross Sales reports or other financial report required under this Agreement, or unintentionally files an inaccurate Gross Sales statement or other financial report required under this Agreement. The cure period for an Act of Default under this provision is five (5) days after notice by The Juice House.

17.02.9 Franchisee knowingly submits any false Gross Sales statement or other financial report required under this Agreement. There shall be no cure period for an Act of Default under this provision.

17.02.10 Franchisee fails to operate the Franchised Restaurant in accordance with The Juice House's standards as to cleanliness, safety, health and sanitation. The cure period for an Act of Default under this provision is twenty-four (24) hours after notice by The Juice House.

17.02.11 Franchisee fails to immediately rectify all hazardous situations, and immediately remove and destroy any and all hazardous products. For purposes of the foregoing sentence, "hazardous situations" are those which have the potential to cause injury, illness or death, and "hazardous products" are products which are unfit for human consumption or which have the potential to cause injury, illness or death. There shall be no cure period for an Act of Default under this provision.

17.02.12 Franchisee sells products at the Franchised Restaurant that are not approved by The Juice House for sale at the Franchised Restaurant, or sells products that do not conform to the product specifications established by The Juice House. The cure period for an Act of Default under this provision is five (5) days after notice by The Juice House.

17.02.13 Franchisee fails to use proprietary recipes designated by The Juice House, or fails to sell or offer for sale at the Franchised Restaurant any product that is required by The Juice House to be sold or offered for sale at the Franchised Restaurant. The cure period for an Act of Default under this provision is five (5) days after notice by The Juice House.

17.02.14 Franchisee fails to use at the Franchised Restaurant any furniture, fixtures, equipment or signage required by The Juice House to be used at the Franchised Restaurant.

17.02.15 Franchisee uses at the Franchised Restaurant any furniture, fixtures, equipment or signage not approved by The Juice House for use at the Franchised Restaurant.

17.02.16 Franchisee fails to repair and maintain the Franchised Restaurant, or the furniture, fixtures, equipment or signage at the Franchised Restaurant to the standards required by The Juice House.

17.02.17 Franchisee fails to operate the Franchised Restaurant in accordance with any of Standards and Specifications (other than those as to cleanliness, safety, health and sanitation) as to operating procedures, systems and methods of operation (including, without limitation, standards related to quality and quantity of food products served).

17.02.18 Franchisee fails to obtain and maintain all Insurance Policies required under this Agreement, with all required terms and policy provisions as required by this Agreement. The cure period for an Act of Default under this provision is ten (10) days after notice by The Juice House.

17.02.19 Franchisee violates any law, ordinance, rule or regulation of a governmental body or authority in connection with the operation of the Franchised Restaurant, and Franchisee fails to correct the violation within twenty (20) days after notification by the governmental body or authority. The cure period for an Act of Default under this provision is five (5) days after notice by The Juice House after expiration of the twenty (20) days from notification by the governmental body or authority; *provided, however*, that the five (5)-day cure period shall be stayed if there is a bona fide dispute as to the violation or the legality of the law, ordinance, rule or regulation at issue, and Franchisee takes action in an appropriate court or other forum to contest such violation or legality.

17.02.20 Franchisee loses its right to possession of the Franchised Restaurant or the Approved Restaurant Location. There shall be no cure period for an Act of Default under this provision.

17.02.21 Franchisee abandons the franchise and franchise relationship with The Juice House. It shall be an abandonment of the franchise and franchise relationship with The Juice House if Franchisee ceases to do business at the Franchised Restaurant for a period of five (5) consecutive days. There shall be no cure period for an Act of Default under this provision.

17.02.22 Franchisee fails to comply with the restrictions on Confidential Information, or any covenants set forth in Article 11 or Article 19 of this Agreement, or if Franchisee misuses or make any unauthorized use of the Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or with The Juice House's rights therein. There shall be no cure period for an Act of Default under this provision.

17.02.23 Franchise sells, assigns, transfers, encumbers, or licenses any interest in this Agreement or in the franchise or Franchised Restaurant without the prior written consent of The Juice House and otherwise as permitted under this Agreement. There shall be no cure period for an Act of Default under this provision.

17.02.24 Franchisee violates any other obligation, provision or condition of this Agreement not specifically identified in Section 17.02.

17.02.25 Franchisee commits three or more Acts of Default under this Agreement within any consecutive twelve (12)-month period, regardless of whether any of such Acts of Default are cured by Franchisee. There shall be no cure period under this provision, such that if two Acts of Default occur within a twelve (12)-month period, this

Agreement shall immediately terminate upon receipt of the notice of default delivered by The Juice House upon the occurrence of the third Act of Default.

17.02.26 Franchisee, or any individual with an ownership interest in Franchisee, is convicted in a court of competent jurisdiction of: (a) an offense punishable by a term of imprisonment in excess of one (1) year; or (b) any offense for which a material element is fraud, dishonesty or moral turpitude. There shall be no cure period for an Act of Default under this provision.

17.03 Cross-Default. If Franchisee commits a default in the performance of any of the covenants, conditions or agreements contained in: (a) Franchisee's lease for the Approved Restaurant Location; or (b) any other agreement between (i) Franchisee and The Juice House or The Juice House's subsidiaries or affiliates, or (ii) any of Franchisee's owners, Guarantors or affiliates and The Juice House or The Juice House's subsidiaries or affiliates (each a "Related Agreement"), Franchisee shall also be in default under this Agreement. In addition to any of The Juice House's rights under any Related Agreement, The Juice House has the right to terminate this Agreement pursuant to Section 17.02 above, unless such default is cured within the lesser of thirty (30) days after written notice of default has been provided by The Juice House, or the applicable cure period for the default under the lease or the Related Agreement. Franchisee specifically agrees that all of the foregoing remedies shall be available to The Juice House as a result of Franchisee's breach or default, or failure to perform all obligations required by it, under Franchisee's lease agreement or any Related Agreement, even if Franchisee is not otherwise in default under this Agreement.

17.04 The Juice House's Right to Assume Management.

17.04.1 If Franchisee commits an Act of Default that has no cure period, or fails to cure a default under Section 17.02 above, such that this Agreement is subject to termination, The Juice House, as an alternative to immediately terminating this Agreement, has the right, but not the obligation, to enter the Approved Restaurant Location and assume management of the Franchised Restaurant for any period of time The Juice House deems appropriate in its sole and absolute discretion.

17.04.2 If The Juice House assumes management of the Franchised Restaurant under this Section 17.04, The Juice House shall be entitled to collect from Franchisee an amount equivalent to the Royalty Fee and Advertising Fee that would be due under this Agreement, in addition to The Juice House's direct out-of-pocket costs and expenses incurred in the management of the Franchised Restaurant.

17.04.3 The Juice House's exercise of its right to assume management of the Franchised Restaurant under this Section 17.04 shall not affect The Juice House's right to terminate this Agreement at any time without additional notice to Franchisee.

17.04.4 If The Juice House assumes management of the Franchised Restaurant under this Section 17.04, Franchisee acknowledges that: (a) Franchisee has no measurable property right remaining in the franchise, which franchise was subject to immediate termination; (b) The Juice House's duty is limited to using The Juice House's reasonable efforts to manage the Franchised Restaurant; and (c) The Juice House shall not be liable to Franchisee or its owners for any debts, losses or obligations related to the Franchised Restaurant or to any of Franchisee's creditors for any Products or Services provided to the Franchised Restaurant.

ARTICLE 18. POST-TERM OBLIGATIONS

18.01 Post Termination/ Expiration Obligations. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement shall immediately terminate, and you shall strictly comply with the following obligations:

18.01.1 You shall immediately cease to operate the Franchised Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of The Juice House or the System.

18.01.2 You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System and the Marks, Trade Dress and distinctive forms, slogans, signs, symbols, and devices associated with the System. Without limiting the generality of the foregoing, you shall cease to use all System trade fixtures, signs, advertising materials, displays, stationery, forms, products and any other articles displaying the Marks.

18.01.3 You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains any of the Marks, and you shall furnish The Juice House with evidence satisfactory to The Juice House of your compliance with this obligation within five (5) days after termination or expiration of this Agreement.

18.01.4 You shall, at The Juice House's option, assign or sublease to The Juice House, or its designee, any interest which you have in any lease for the Franchised Restaurant. If The Juice House does not require you to assign the lease to The Juice House or its designee, you shall make all modifications, changes and alterations to the interior and exterior of the premises at which the Franchised Restaurant was operated, as designated by The Juice House, so as to de-identify the premises from the System. If you fail or refuse to comply with the requirements of this Section 18.01.4, The Juice House shall, in addition to any other rights and/or remedies available to The Juice House under this Agreement or at law, have the right to enter upon the premises where the Franchised Restaurant was conducted, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your expense, which expense you shall pay to The Juice House or its designee immediately upon demand.

18.01.5 You shall assign to The Juice House or its designee the telephone numbers used in connection with the operation of the Franchised Restaurant. You shall complete all forms and approvals and perform all acts reasonably necessary to effectuate such assignments or transfers.

18.01.6 Without limiting any of your obligations under this Agreement, you agree that if you continue to operate, or subsequently begin to operate, any business you shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks or the

Trade Dress, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute The Juice House's rights in and to the Marks and the Trade Dress, and you further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with The Juice House constituting unfair competition.

18.01.7 You shall promptly pay all sums owing to The Juice House and its subsidiaries and affiliates that are then unpaid, including Royalty Fees, Continuing Advertising Fees, interest due on any of the foregoing and all other amounts owed to The Juice House.

18.01.8 The parties agree that, if this Agreement is terminated prior to the expiration of the Term, it would be impossible to calculate with reasonable precision the losses that would be incurred by The Juice House because of the unpredictability of future business conditions, inflationary prices, the impact on The Juice House's reputation from having a closed location, the ability of The Juice House to replace the Franchised Restaurant in the same market, and a variety of other factors. Accordingly, if this Agreement is terminated, The Juice House shall be entitled to recover as liquidated damages, and not as a penalty, an amount equal to the aggregate Royalty Fees, Advertising Fees and all other continuing fees due to The Juice House during the thirty-six (36) full calendar months during which the Franchised Restaurant was open and operating immediately before the termination date. If the Franchised Restaurant has not been open and operating for thirty-six (36) months before the termination date, liquidated damages shall be equal to (x) the average monthly Royalty Fees, Advertising Fees and continuing fees due to The Juice House for all months during which the Franchised Restaurant was open and operating, multiplied by (y) thirty-six (36). If there are less than thirty-six (36) months remaining on the Term, the liquidated damages shall be equal to (x) the amount calculated above, multiplied by (y) a fraction, the numerator of which is the number of calendar months (including partial months) remaining on the Term and the denominator of which is thirty-six (36).

18.01.9 You shall pay to The Juice House all damages, costs, and expenses, including reasonable attorneys' fees, incurred by The Juice House subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 18 or any other post-term obligations under this Agreement.

18.01.10 You shall immediately deliver to The Juice House the Operations Manual and all other records, correspondence, and instructions containing Confidential Information, or information relating to the operation of the Franchised Restaurant, all of which are acknowledged to be the property of The Juice House, and you shall retain no copy or record of any of the foregoing, with the exception of your copy of this Agreement, any correspondence between the parties, and any other documents which you reasonably need for compliance with any provision of law.

18.01.11 Franchisee shall comply with the covenants contained in Article 19 of this Agreement.

18.02 The Juice House's Right to Purchase the Franchised Restaurant. The Juice House shall have the option, to be exercised within sixty (60) days after termination or expiration of this Agreement, as applicable, to purchase the Franchised Restaurant from you, including the leasehold rights to the Franchised Restaurant, free and clear of all liens, restrictions or encumbrances. (The date on which The Juice House notifies you whether or not The Juice House is exercising its option is referred to in this Agreement as the "Notification Date.") The Juice House has the unrestricted right to assign this option to purchase the Franchised Restaurant. The Juice House shall be entitled to all customary warranties and representations in connection with The Juice House's asset purchase, including, without limitation, representations and warranties as to ownership, condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities effecting the assets, contingent or otherwise. If The Juice House elects to exercise its option to purchase the Franchised Restaurant, the following shall apply:

18.02.1 Leasehold Rights. You agree, at The Juice House's election, to assign your leasehold interest in the Franchised Restaurant premises to The Juice House or its designee, or to enter into a sublease with The Juice House or its designee for the remainder of the lease term on the same terms (including renewal options) as the prime lease.

18.02.2 Purchase Price. The purchase price for the Franchised Restaurant shall be its fair market value, determined in a manner consistent with reasonable depreciation of the Franchised Restaurant's equipment, signs, inventory, materials and supplies, provided that the Franchised Restaurant shall be valued as an independent business and its value shall not include any value for the franchise or any rights granted by this Agreement, the Marks, or participation in the System.

18.02.3 Fair Market Value. The Franchised Restaurant's fair market value shall include the reasonable goodwill you developed since your commencement of operations, which exists independent of the goodwill of the Marks and the System. The length of the remaining term of the lease for the Franchised Restaurant premises shall also be considered in determining the Franchised Restaurant's fair market value.

18.02.4 Exclusions. The Juice House may exclude from such asset sale any cash or cash equivalents and/or any equipment, signs, inventory, materials, and supplies that are not reasonably necessary (in function or quality) to the Franchised Restaurant's operation or that The Juice House has not approved as meeting standards for the Franchised Restaurant. The purchase price shall reflect the exclusion of such assets.

18.02.5 Appraisal. If you and The Juice House are unable to agree on the Franchised Restaurant's fair market value, its fair market value shall be determined by one (1) independent qualified appraiser that The Juice House appoints in its sole business judgment. The Juice House shall appoint the appraiser within fifteen (15) days after the date The Juice House determines you and The Juice House are unable to agree on the Franchised Restaurant's fair market value. You and The Juice House shall share equally the fees and expenses of the appraiser. You and we further agree to take reasonable actions to cause the appraiser to complete the appraisal within thirty (30) days after the appraiser's appointment. The Juice House shall have the right to offset against the purchase price your share of the appraiser's fees if you fail to pay such fees within five (5) business days after your receipt of the appraiser's invoice.

18.02.6 Closing. The purchase price shall be paid at the closing of the purchase, which shall take place not later than ninety (90) days after determination of the purchase price. The Juice House also shall have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners or guarantors owe to us, including attorneys' fees.

18.02.7 Instruments. At the closing, you agree to deliver such instruments as are necessary to transfer: (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interest acceptable to The Juice House, if any) and with all sales and other transfer taxes paid by you; (b) all licenses and permits of the Franchised Restaurant, which may be assigned or transferred; and (c) the leasehold interest in the Franchised Restaurant premises and any improvements thereon.

18.02.8 Escrow. If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale shall, at The Juice House's election, be accomplished through an escrow arrangement with an independent escrow agent selected by The Juice House.

18.02.9 Releases. You and your owners and Guarantors agree to execute general releases, in a form satisfactory to The Juice House, of any and all claims against The Juice House and its shareholders, officers, directors, employees, agents, successors and assigns.

ARTICLE 19. BEST EFFORTS; RESTRICTIVE COVENANTS

19.01 Best Efforts. Franchisee covenants that during the Term, except as otherwise approved in writing by The Juice House, Franchisee's Managing Owner, who has: (a) been approved by The Juice House; (b) completed The Juice House's Initial Training to The Juice House's satisfaction; and (c) entered into a Restrictive Covenant Agreement, shall devote full time, energy, and best efforts to the management and operation of the Franchised Restaurant.

19.02 In-Term Covenants. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee shall receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of The Juice House and the System. Franchisee covenants that during the Term, except as otherwise approved in writing by The Juice House, neither Franchisee, nor any of its officers, directors, members, managers, shareholders, partners or owners, nor Franchisee's spouse nor the spouse of any of the aforementioned individuals, shall, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company or corporation:

19.02.1 Divert or attempt to divert any business or customer of the Franchised Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

19.02.2 Own, maintain, operate, engage in, provide any assistance to, or have any interest in any Competitive Business (as defined below).

The term "Competitive Business" means any business owning, operating, managing or granting franchises or licenses to others to operate: any store, restaurant or foodservice business that offers, as a primary offering, fresh or bottled juices, smoothies, fruit and/or vegetable-based beverage items and/or healthy food bowls. The term Competitive Business shall not include other Restaurants operated by Franchisee pursuant to a valid, binding franchise agreement by and between Franchisee and The Juice House.

19.03 Post-Termination/Expiration Covenants. You covenant that, except as otherwise approved in writing by The Juice House, you shall not, for a continuous uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons (including your spouse or any immediate family member, or the spouse or any immediate family member of any Guarantor), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide assistance to, or have any interest in any Competitive Business that is, or is intended to be, located: (a) at the Approved Restaurant Location; (b) within a twenty-five (25) mile radius of the Approved Restaurant Location, or within a twenty-five (25) mile radius of any other Restaurant in existence or under construction at the time this Agreement is terminated, expired or transferred, as applicable; or (c) anywhere in the State of New Jersey. Franchisee further covenants that it shall not engage in any form of unfair competition with The Juice House.

19.04 No Defense. Franchisee expressly agrees that the existence of any claims Franchisee may have against The Juice House, whether or not arising from this Agreement or otherwise, shall not constitute a defense to the enforcement by The Juice House of the covenants in this Article 19. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by The Juice House in connection with the enforcement of any of Franchisee's obligations under this Article 19.

19.05 Irreparable Harm. Franchisee acknowledges that any violation of the terms of this Article 19 would result in irreparable injury to The Juice House for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of any of the terms of this Article 19.

19.06 Restrictive Covenant Agreements. Franchisee shall require the execution of Restrictive Covenant Agreements by the Franchisee's Managing Owner and all of Franchisee's managers and any other personnel employed by Franchisee who has received or shall receive training from The Juice House or shall otherwise be privy to Confidential Information. Every covenant required by this Section 19.06 shall include a specific identification of The Juice House as a third-party beneficiary of such covenant with the independent right to enforce such covenant.

19.07 Acknowledgment. Franchisee acknowledges and agrees that the length and term of the geographical restrictions contained in this Article 19 are fair and reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of The Juice House. Franchisee agrees that Franchisee's full, uninhibited and faithful observance of each of the covenants contained in this Article 19 shall not cause any undue hardship, financial or otherwise, and that the enforcement of each of the covenants in this this Article 19 shall not impair Franchisee's ability to obtain employment commensurate with Franchisee's abilities and on terms fully acceptable to Franchisee or to otherwise obtain income required for the comfortable support of Franchisee, Franchisee's family and the satisfaction of Franchisee's creditors. Franchisee agrees that it has acquired special knowledge of the business of the System and that use of such knowledge by Franchisee (or by anyone that has acquired similar knowledge through Franchisee) to the benefit of a competitor, or in any way competitive with The Juice House or any System franchisee, would cause The Juice House and the other System franchisees serious injury and irreparable loss.

19.08 Extension of Covenant Period. If Franchisee violates the post-term covenant set forth in Section 19.03 above following the expiration, termination or transfer of this Agreement, Franchisee acknowledges and agrees that the post-term covenant period of two (2) years shall be extended to commence on the date that Franchisee first complies with such covenant so as to provide The Juice House with the full and uninterrupted benefit of the post-term covenant period.

ARTICLE 20. OWNERSHIP BY LEGAL ENTITY

20.01 Franchisee as a Legal Entity. If Franchisee is a corporation, partnership or limited liability company (each, a "Legal Entity"), the following requirements shall apply, as applicable:

20.01.1 Franchisee shall be newly organized and its charter shall at all times provide that Franchisee's activities are confined exclusively to operating the Franchised Restaurant.

20.01.2 Franchisee shall furnish to The Juice House copies of such Legal Entity's organizational documents (e.g., articles or organization, articles of formation, etc.), governing documents (e.g., bylaws, shareholder agreements, partnership agreement, operating agreement, etc.), and authorizing resolutions (e.g., of the board of directors, partners, members, etc.).

20.01.3 Franchisee shall maintain stop-transfer instructions against the transfer of any equity interests of Franchisee; and each stock certificate or membership interest certificate, if any, shall conspicuously maintain a legend, in a form satisfactory to The Juice House, that such ownership interests are held subject to, and that any assignment or transfer thereof is further subject to, the restrictions imposed upon such interests pursuant to this Agreement; *provided, however*, that the requirements of this Section 20.01.3 shall not apply to a publicly-held corporation.

20.01.4 Franchisee shall maintain and provide to The Juice House a list of all current holders of any equity interests in such Legal Entity.

20.01.5 All direct and indirect equity holders and owners of such Legal Entity, and all spouses of each such owner, shall jointly and severally guarantee Franchisee's performance under this Agreement and shall bind themselves to the terms of this Agreement; *provided, however*, that the requirements of this Section 20.01.5 shall not apply to a publicly-held corporation.

ARTICLE 21. COMPLIANCE WITH LAWS; TAXES & PERMITS

21.01 Compliance with Laws. Franchisee shall comply with all applicable federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business franchised under this Agreement, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances.

21.02 Prompt Payment. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the business franchised under this Agreement.

21.03 Bona Fide Dispute. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; *provided, however*, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Restaurant, or any improvements thereon.

21.04 Notice of Action. Franchisee shall notify The Juice House in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Restaurant.

ARTICLE 22. INDEPENDENT CONTRACTOR STATUS; INDEMNIFICATION

22.01 Independent Contractors / No Fiduciary Relationship.

22.01.1 The Juice House and Franchisee have no intention whatsoever to create a fiduciary relationship and the parties understand that no fiduciary or special relationship exists or is created by this Agreement. It is expressly agreed that the parties intend by this Agreement to establish between you and us the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor we are the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent. All employees and agents hired or engaged by or working for you will be only the employees or agents of yours and will not, for any purpose, be deemed employees or agents of ours, nor subject to our control. We have no authority to exercise control over the hiring or termination of your employees, independent contractors, agents or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the Marks. You shall file your own tax, regulatory and payroll reports with respect to your employees, agents and contractors and you shall save, indemnify and hold us harmless from any and all liability, costs and expenses of any nature that we incur related to these obligations. Franchisee shall in all respects be an independent contractor, and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, joint-employer, partner, employee, or servant of the other for any purpose whatsoever.

22.01.2 During the Term, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from The Juice House. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice in a conspicuous place at the Franchised Restaurant premises, the content of which The Juice House reserves the right to specify providing that Franchisee is a franchisee and independent operator. Without limiting the foregoing, you shall display the following notice in a prominent place at your Restaurant: "***This The Juice House Restaurant is a franchise of The Juice House Franchising, LLC and is independently owned and operated."***

22.01.3 The Juice House does not owe Franchisee any special duty other than to comply with its contractual duties under this Agreement.

22.02 No Authorization. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on The Juice House's behalf, or to incur any debt or other obligation in The Juice House's name; and The Juice House shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall The Juice House be liable by reason of any act or omission by Franchisee in the conduct of the Franchised Restaurant or for any claim or judgment arising therefrom against Franchisee or The Juice House. The Juice House shall have no liability or responsibility for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Restaurant.

22.03 Indemnification. Franchisee shall save, defend, exonerate, indemnify, and hold harmless The Juice House, The Juice House's affiliates, and their respective officers, shareholders, members, managers, directors, employees, agents, successors and assignees (the "Indemnified Parties"), from and against all losses, claims, liabilities, damages (actual, consequential or otherwise), obligations and costs reasonably incurred in the defense of any claim against any Indemnified Party (including reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigations and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses) (collectively, the "Losses") that such Indemnified Party incurs as a result of, arising out of, related to, or with respect to: (a) the operation of the franchise granted under this

Agreement and/or of the Franchise Restaurant; and/or (b) any breach or non-fulfillment of any agreement or covenant of Franchisee contained in this Agreement or failure to comply with any of Franchisee's obligations hereunder. The Juice House has the exclusive right to defend any such claim. This indemnity shall continue in effect after the expiration or termination of this Agreement. Under no circumstances shall The Juice House or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate any of their or The Juice House's losses and expenses, in order to maintain and recover fully a claim against Franchisee. This Section 22.03 also incorporates Franchisee's obligation to defend, indemnify and hold harmless the Indemnified Parties as otherwise referenced in this Agreement, including, without limitation, the indemnification obligations set forth in Sections 8.05 and 8.06.2 above.

ARTICLE 23. APPROVALS; WAIVERS; NOTICES

23.01 Approvals and Consents. Whenever this Agreement requires the prior approval or consent of The Juice House, Franchisee shall make a timely written request to The Juice House therefor and such approval or consent shall be obtained in writing. The Juice House may grant or withhold its approval or consent in The Juice House's sole and absolute discretion.

23.02 No Warranties. The Juice House makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

23.03 No Waiver. The Juice House shall not be deemed to have waived or impaired any right, power, or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant of this Agreement or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of: any custom or practice at variance with the terms of this Agreement; The Juice House's failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by Franchisee with respect to the obligations of this Agreement, including, without limitation, any of the System's Standards and Specifications; The Juice House's waiver, forbearance, delay, failure or omission to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Restaurants; the existence of other franchise agreements for Restaurants which contain different provisions from those contained in this Agreement; or The Juice House's acceptance of any payments due from Franchisee after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us shall constitute a waiver, compromise, settlement or accord and satisfaction. The Juice House is authorized to remove or obliterate any legend or endorsement, and such legend or endorsement shall have no effect. Acceptance by The Juice House of payments due under this Agreement from any person or entity shall be deemed to be acceptance from such person or entity as Franchisee's agent and not as recognition of such person or entity as Franchisee's assignee or successor.

23.04 Notices. Any and all notices required or permitted under this Agreement or the Operations Manual shall be deemed so delivered: (a) at the time delivered, if by hand; (b) one business day after being placed on the hands of a commercial courier service for next business day delivery; or (c) three (3) business days after placement in the United States Mail by registered or certified mail, return receipt request postage prepaid; and shall be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. The Juice House may send any notice to Franchisee at the Approved Restaurant Location. Franchisee shall send a copy of any notice to The Juice House to the attention of The Juice House's president or chief executive officer. Notwithstanding the deemed delivery dates set forth above, any required payment or report which The Juice House does not actually receive during regular business hours on the date due shall be deemed delinquent. The Juice House's current address for which notices should be sent is set forth in the opening paragraph of this Agreement.

23.05 Force Majeure. Neither Franchisee nor The Juice House shall be liable for loss or damage, or deemed to be in breach of this Agreement, if Franchisee's or The Juice House's failure to perform any obligation results from acts of God or fires, wars or riots. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of any royalties due on any sales thereafter.

23.06 Withholding of Payments Prohibited. Franchisee agrees that it shall not set off or withhold payment of any amounts Franchisee owes on the grounds of The Juice House's alleged nonperformance of any of Franchisee's obligations under this Agreement or for any other reason.

ARTICLE 24. ARTICLE 23. SEVERABILITY; CONSTRUCTION

24.01 Severability. Except as expressly provided to the contrary in this Agreement, each section, part, term, provision, and covenant of this Agreement, and any portion of each, shall be considered severable. If, for any reason, any such section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

24.02 No Third Party Beneficiaries. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or Legal Entity other than Franchisee, The Juice House, The Juice House's officers, directors, and employees, and such of Franchisee's and The Juice House's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Article 16 hereof, any rights or remedies under or by reason of this Agreement.

24.03 Maximum Duty. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which The Juice House is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

24.04 Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

24.05 References. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable; and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement on Franchisee's behalf.

24.06 Additional Requirements. All instructions, requirements, prescriptions or specifications to be provided by The Juice House to Franchisee, as required under this Agreement, may be provided to Franchisee in the Operations Manual or otherwise in writing, or in such manner as The Juice House may deem suitable.

ARTICLE 25. GOVERNING LAW; MEDIATION; ARBITRATION; WAIVERS; LIMITATIONS

25.01 Governing Law & Venue.

25.01.1 Governing Law. This Agreement shall take effect upon its acceptance and execution by The Juice House. Except to the extent governed by the United States Arbitration Act (9 U.S.C.§§ 1, et. seq.) and the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. §1050 et seq.), this Agreement, the franchise and all claims arising from or in any way related to the relationship between The Juice House, and/or any of its affiliates, officers, directors, shareholders, members, guarantors, employees, representatives, independent contractors or owners (each, a "The Juice House Related Party"), on one hand, and you and/or any of your owners, affiliates, officers, directors, shareholders, Guarantors, employees, owners or members (each, a "Franchisee Related Party"), on the other hand, shall be interpreted and construed under the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a The Juice House and its franchisee shall not apply unless jurisdictional requirements are met independently without reference to this paragraph.

25.01.2 Venue. In the event the arbitration clause set forth in Section 25.03 is inapplicable or unenforceable, and subject to The Juice House's right to obtain injunctive relief in any court of competent jurisdiction, the parties hereby expressly agree that the United States District Court for District of New Jersey, or if such court lacks subject matter jurisdiction, the State Superior Court in Union County, New Jersey, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they shall not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of New Jersey and that you are to receive valuable and continuing services emanating from The Juice House's headquarters in Union County, New Jersey. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

25.02 Mediation. The parties have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties pledge to try to resolve any dispute amicably, without litigation or arbitration. Other than an action by The Juice House under Section 25.04 blow, before beginning any legal action or arbitration, the parties agree to mediate any dispute, controversy or claim between you and/or any Franchisee Related Party, on the one hand, and The Juice House and/or any The Juice House Related Party, on the other hand, including, without limitation, in connection with any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) any lease or sublease for your Franchised Restaurant; (c) any loan or other finance arrangement between The Juice House and The Juice House's affiliates and you; (d) the parties' relationship; (e) events occurring prior to the entry into this Agreement; (f) the Restaurant; or (g) any of the System's Standards and Specifications, in accordance with the procedures set forth in this Section 25.02, inclusive of all subparts. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement. The Mediation shall be conducted in accordance with the following provisions:

25.02.1 Initiation Procedure. The party seeking mediation (the "Initiating Party") shall commence mediation by sending the other party/parties a written notice of its request for mediation (the "Dispute Notice"). The Dispute Notice shall specify, to the fullest extent possible, the nature of the dispute, the Initiating Party's version of the facts surrounding the dispute, the amount of damages, and the nature of any injunctive or other relief such party claims, and shall identify one or more persons with authority to settle the dispute for the Initiating Party. The party (or parties as the case may be) receiving a Dispute Notice (the "Responding Party") shall issue a written response (the "Response") to the Initiating Party within ten (10) days after receipt of the Dispute Notice identifying one or more persons with authority to settle the dispute on the Responding Party's behalf (the "Authorized Persons").

25.02.2 Direct Negotiations. Upon receipt of a Dispute Notice and the issuance of the Response, the parties shall endeavor, in good faith, to resolve the dispute outlined in the Dispute Notice and the Response. If the parties have been unable to resolve any such dispute(s) outlined in a Dispute Notice or a response thereto within twenty (20) days after the Initiating Party's receipt of the Response, either party may initiate a mediation procedure in accordance with the American Arbitration Association ("AAA"), pursuant to its Commercial Mediation Procedures, and unless otherwise agreed by the parties shall take place in Union County, New Jersey, or the city of The Juice House's then-current corporate headquarters, as The Juice House designates.

25.02.3 Selection of the Mediator. The Authorized Persons shall have seven (7) days from the date on which one party gives notice that he, she, or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons shall rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these shall be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request that AAA supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties shall go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

25.02.4 Time and Place for Mediation. In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless the circumstances make it impossible, the time may not be later than thirty (30) days after the selection of the mediator.

25.02.5 Exchange of Information. If either party to this Agreement believes that he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties shall attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator if required.

25.02.6 Summary of Views. At least seven (7) days before the first scheduled mediation session, each party shall deliver to the mediator and to the other party a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

25.02.7 Representatives. In the mediation, each party shall be represented by an Authorized Person and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her, or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

25.02.8 Conduct of Mediation. The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it shall be useful after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties. All mediation sessions shall be strictly private. The mediator shall keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

25.02.9 Termination of Procedure. The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator's declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any arbitration or legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

25.02.10 Fees of Mediator; Disqualification. The fees and expenses of the mediator shall be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved.

25.02.11 Confidentiality. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in the mediation.

25.03 Arbitration. Except as provided in Article 25.04, and if not resolved by the negotiation and mediation procedures described under Section 25.02 above, any dispute, controversy or claim between you and/or a Franchisee Related Party, on the one hand, and The Juice House and/or any The Juice House Related Party, on the other hand, including, without limitation, any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the entry into this Agreement; (d) any lease or sublease for your Restaurant; (e) any loan or other finance arrangement between The Juice House or The Juice House's affiliates and you; (f) the parties' relationship; (g) the Franchised Restaurant; (h) any of the System's Standards and Specifications; (i) any claim based in tort or any theory of negligence; or (j) the scope of validity of the arbitration obligation under this Section 25.03, shall be determined in New Jersey by the AAA. The arbitration shall be administered by one arbitrator of the AAA pursuant to its Commercial Arbitration Rules then in effect. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator shall have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear. The arbitration shall be conducted in accordance with the following provisions:

25.03.1 In connection with any arbitration proceeding, each party shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be forever barred.

25.03.2 Any arbitration shall be on an individual basis and the parties and the arbitrator shall have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of, claims is unenforceable, then the agreement to arbitrate the dispute shall be null and void and the parties shall submit all claims to the jurisdiction of the courts, in accordance with Section 25.01. The arbitration shall take place in Union County, New Jersey or at The Juice House's then-current office location, or in such other location if The Juice House so designates.

25.03.3 The arbitrator shall follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or The Juice House. The arbitrator may not under any circumstance: (a) stay the effectiveness of any pending termination of this Agreement; (b) assess punitive or exemplary damages; (c) certify a class or a consolidated action; or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we have set. The arbitrator shall have the right to make a determination as to any procedural matters that court of competent jurisdiction would be permitted to make in the state in which the main office of The Juice House is located. Further, the arbitrator shall decide all factual, procedural, or legal questions relating in any way to the dispute between the parties, including, without limitation, questions relating to whether Section 25.03 is applicable and enforceable as against the parties; the subject matter, timeliness, and scope of the dispute; any available remedies; and the existence of unconscionability and/or fraud in the inducement.

25.03.4 The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

25.03.5 The arbitrator shall have subpoena powers limited only by the laws of the State of New Jersey.

25.03.6 The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute shall otherwise have the same discovery rights as are available in civil actions under the laws of the State of New Jersey.

25.03.7 All other procedural matters shall be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in the State of New Jersey.

25.03.8 Other than as may be required by law, the entire arbitration proceedings (including, without limitation, any rulings, decisions or orders of the arbitrator), shall remain confidential and shall not be disclosed to anyone other than the parties to this Agreement.

25.03.9 The judgment of the arbitrator on any preliminary or final arbitration award shall be final and binding and may be entered in any court having jurisdiction.

25.03.10 The Juice House reserves the right, but has 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 shall not be deemed to have waived or relinquished The Juice House's right to seek recovery of those costs against you.

25.04 <u>Exceptions to Arbitration and Mediation</u>.

25.04.1 Notwithstanding the provisions of Sections 25.02 and 25.03, The Juice House shall be entitled, without bond, to the entry of temporary, preliminary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) your and/or any Franchisee Related Party's use of the Marks; (b) the covenants under Article 19, including your covenants not to compete and confidentiality covenants; (c) your obligations upon termination or expiration of the franchise; and/or (d) the transfer or assignment by you of the Franchised Restaurant. If The Juice House secures any such injunction or order of specific performance, you agree to pay to The Juice House an amount equal to the aggregate of The Juice House's costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses and any damages incurred by The Juice House as a result of the breach of any such provision.

25.04.2 Further, at the election of The Juice House, or its affiliate, the mediation and arbitration provisions Sections 25.02 and 25.03, inclusive of all subparts, shall not apply to: (a) any claim by The Juice House relating to your failure to pay any fee due to The Juice House under this Agreement; (b) any claim by The Juice House relating to your failure to comply with the covenants set forth in Article 19; and/or (c) any claim by The Juice House or its affiliates relating to your use of the Marks and/or the System, including, without limitation, claims for violations of the Lanham Act.

25.05 <u>Survival</u>. The provisions of Article 25 are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

25.06 Franchisee May Not Withhold Payment Due The Juice House. You agree that you shall not, on grounds of the alleged non-performance by The Juice House of any of its obligations hereunder, or on any other grounds, withhold payment of any Royalty Fees, Advertising Fees or any other fees due to The Juice House from you under this Agreement.

25.07 Waiver of Rights. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE AS FOLLOWS:

25.07.1 Jury Trial. **Each of the parties hereto EXPRESSLY WAIVES THE RIGHT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 25.03 is unenforceable. Each party acknowledges that he, she or it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.**

25.07.2 Damage Waiver. Each of the parties hereto EXPRESSLY WAIVES ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, ***except that*** this waiver and limitation shall not apply with respect to: (1) your obligation to indemnify The Juice House pursuant to any provision of this Agreement; and (2) any claims The Juice House brings against you and/or your Guarantors and/or owners for: unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of your covenants under Article 19, including your in-term and post-term non-competition covenants, and/or any cause of action under the Lanham Act. Notwithstanding the foregoing, The Juice House shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

25.07.3 Each of the parties hereto EXPRESSLY AGREES THAT IN THE EVENT OF ANY FINAL DETERMINATION, ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, except that The Juice House may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

25.08 Limitation of Action.

25.08.1 Except for claims arising from your non-payment or underpayment of amounts you owe to The Juice House, or claims related to your unauthorized use of the Marks, any and all claims arising out of or related to this Agreement or the relationship of the parties shall be barred unless a judicial or arbitration proceeding, as required under this Agreement, is commenced within one (1) year from the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims, and that any action not so brought shall be barred, whether as a claim, counterclaim, defense or setoff.

25.08.2 You hereby acknowledge and agree that you may not maintain any action against The Juice House or any The Juice House Related Party unless: (a) you deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to you; (b) you strictly adhere to the negotiation and mediation procedures described in Article 25; and (c) you file an arbitration within one (1) year after the notice is delivered.

25.09 Cumulative Rights. No right or remedy conferred upon or reserved to The Juice House or you by this Agreement is intended to be, nor shall be deemed to be, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

25.10 Injunctive Relief. You recognize that you are a member of a franchise system and that your acts and omissions may have a positive or negative effect on the success of other businesses operating under the Marks and in association with the System. You acknowledge that failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to The Juice House and to some or all of the other franchisees of The Juice House. For this reason, you agree that if The Juice House can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of your breach or threatened breach of any of the terms of this Agreement, The Juice House shall be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage. Without limiting the generality of the foregoing, nothing herein contained shall bar The Juice House's right to obtain injunctive relief, without posting bond or security, against conduct or threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, preliminary and permanent injunctions, and orders of specific performance enforcing the provisions of this Agreement. Additionally, and without limiting the generality of the foregoing, The Juice House shall have the right to seek injunctive relief to prohibit any act or omission by you or your employees that constitute a violation of any applicable law, is dishonest or misleading to the public, or which may impair the goodwill associated with the Marks, Trade Dress or the System.

25.11 No Class or Collective Actions. You agree that any arbitration, or, if applicable, litigation, between you and/or any Franchisee Related Party, on the one hand, and The Juice House and/or any The Juice House Related Party, on the other hand, shall be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational or collective basis.

25.12 Post-Term Applicability. The provisions of Article 25 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement, however effected.

25.13 Costs and Attorneys' Fee. The Juice House shall be entitled to recover from you all of The Juice House's costs and expenses, including attorneys' fees, accounting fees, expert witness fees, and any other reasonably incurred fees, if The Juice House is the prevailing party in any action, including arbitration, litigation, any motion to compel arbitration, and/or any action on appeal, with you and/or any of your owners or Guarantors, including, without limitation, any action: (a) to enforce the terms of this Agreement; (b) for violation of this Agreement; or (c) for violation of the Lanham Act or other state or federal statutes. Without limiting the generality of the foregoing, if The Juice House incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to The Juice House or its affiliates, to submit when due any reports, information, or supporting records, or otherwise comply with this Agreement, Franchisee agrees, whether or not The Juice House initiates a formal arbitration or legal proceeding, to reimburse The Juice House for all of the costs and expenses that The Juice House incurs including, without limitation, reasonable accounting, attorneys' and related fees and costs.

ARTICLE 26. ACKNOWLEDGMENTS; MISCELLANEOUS

26.01 Independent Investigation. You acknowledge that you have conducted an independent investigation of the Franchised Restaurant, and recognize that, like any other business, the business venture contemplated by this Agreement involves business risks. Your success in this business is not guaranteed, is speculative and depends, to an important extent, upon your ability as an independent businessperson. The Juice House does not represent or warrant that the Restaurant shall achieve a certain level of sales or be profitable, notwithstanding The Juice House's grant of this license or approval of the Approved Restaurant Location. The Juice House expressly disclaims the making of, and you acknowledge that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement. By signing this Agreement, you acknowledge that you have entered into it after making an independent investigation of the System.

26.01.1 FDD Acknowledgment. You acknowledge that you received The Juice House's Franchise Disclosure Document (the "FDD") at least fourteen (14) calendar days prior to the date on which this Agreement was executed and that you have read the FDD. You acknowledge that the FDD is a disclosure document, not a contract, and that this Agreement embodies the entire contractual agreement between the parties.

26.01.2 Consultation with Business Advisor. You acknowledge that you have read and understood this Agreement, the attachments hereto and all agreements relating thereto, if any. You acknowledge that The Juice House has accorded you ample time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement. You further acknowledge that The Juice House has advised you to seek franchise counsel to review and evaluate this Agreement.

26.01.3 No Reliance. You acknowledge that you are relying solely on The Juice House and not on any affiliated entity or parent company related to The Juice House with regard to The Juice House's financial and other obligations under this Agreement, and no employee or other person speaking on behalf of, or otherwise representing

The Juice House has made any statements or promises to the effect that any affiliated entities or parent companies guarantee The Juice House's performance or financially back The Juice House.

26.02 No Guarantee of Performance. You understand that neither The Juice House, nor any of The Juice House's representatives and/or agents with whom you have met have made, and are not making, any guarantees, express or implied, as to whether or not the Franchised Restaurant shall break even, be successful or profitable. You acknowledge that *The Juice House* franchise opportunity is a newly offered opportunity with no track record or operating history, other than as expressly disclosed in the FDD. You accept all risks, including the risk of loss of your entire investment. You acknowledge that neither The Juice House nor any of its representatives and/or agents with whom you have met or corresponded with, have, in any way, represented or promised any specific amounts of earnings or profits in association with your Franchised Restaurant or any other Restaurant. You further understand, acknowledge and agree that any information you obtain from any *The Juice House* franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information.

26.02.1 No Personal Liability. You agree that fulfillment of any and all of The Juice House's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be The Juice House's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to you for any reason.

26.03 Anti-Terrorist Activities and Representations. You acknowledge that it is The Juice House's intent to comply with all anti-terrorism laws enacted by the U.S. Government. You acknowledge that you are not now, nor have you ever been, a suspected terrorist or otherwise associated directly or indirectly with terrorist activity. At any time during the Term, if The Juice House is prohibited for doing business with you under any anti-terrorism law enacted by the U.S. Government, then this Agreement may be terminated immediately by The Juice House. You further certify and warrant that neither you, nor any of your owners, principals, employees or associates (including all shareholders, members or partners (as applicable)), are: (a) a person or entity designated by the U.S. Government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. person or entity cannot deal with or otherwise engage in business transactions; (b) a person or entity who is otherwise the target of U.S. economic sanctions and trade embargoes, such that a U.S. person or entity cannot deal or otherwise engage in business transactions with you or your shareholders, members or partners; (c) either wholly or partly owned or partly controlled by any person or entity on the SDN List, including, without limitation, by virtue of such person being a director or owning voting shares or interests in an entity on the SDN List; (d) a person or entity acting, directly or indirectly, for or on behalf of any person or entity on the SDN List; or (e) a person or entity acting, directly or indirectly, for or on behalf of a foreign government that is the target of sanctions regulations such that the entry into this Agreement would be prohibited under U.S. law.

26.03.1 You shall comply with, and assist The Juice House to the fullest extent possible in The Juice House's efforts to comply with, the Anti-Terrorism Laws (as defined below). You shall not hire nor have any dealings with any person listed on the SDN List, as it may be modified from time to time. You are solely responsible for ascertaining what actions shall be taken by you to comply with all Anti-Terrorism Laws. You specifically acknowledge and agree that your indemnification obligations under this Agreement pertain to your obligations under this Section 26.03. Any misrepresentation by you under this Section 26.03, or any violation of any Anti-Terrorism Laws by you, your owners, principals or employees, shall constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with The Juice House or its affiliates. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, The United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

26.04 Representation. You represent to The Juice House, as an inducement to The Juice House's entry into this Agreement, that all statements that you have made and all materials you have submitted to The Juice House in connection with your purchase of this franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise. The Juice House has approved of your purchasing of a franchise in reliance upon all of your representations.

26.05 Entire Agreement. This Agreement, inclusive of all exhibits hereto, constitutes the entire, full and complete agreement and understanding between the parties and supersedes any and all prior agreements, no other representations, promises, warranties or agreements have induced you to execute this Agreement with The Juice House. Both parties acknowledge and agree that there are no oral or written representations, promises, assurances, warranties, covenants, "side-deals", rights of first refusal, options or understandings other than those expressly contained in this Agreement. This Agreement supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, "side-deals", rights of first refusal, options or understandings having induced you to execute this Agreement. The parties agree that, in entering into this Agreement, they are each relying on their own judgment, belief and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The parties further acknowledge that they have read, fully understand and fully agreed to the terms of this Agreement. Except for those permitted to be made unilaterally by The Juice House hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Notwithstanding the foregoing, 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 made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

26.06 Execution. This Franchise Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Franchise Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Franchise Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Franchise Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Franchise Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on the day and year first above written.

THE JUICE HOUSE FRANCHISE, LLC

By:____________________________
Print Name:______________________
Title:___________________________

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT CONTAINS EXPRESS WAIVERS OF: (A) ANY AND ALL RIGHTS TO A JURY TRIAL; (B) ANY AND ALL RIGHTS TO PARTICIPATE IN CLASS ACTION ARIBTRATION AND/OR LAWSUITS; (C) YOUR RIGHT TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES; AND (D) YOUR RIGHT TO BRING ANY CLAIM OR ACTION LATER THAN ONE (1) YEAR AFTER THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTIONS.

FRANCHISEE:

By:____________________________
Print Name:______________________
Title:___________________________

____
WITNESS

EXHIBIT A TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

CONTRACT DATA SHEET

1. **Effective Date**: ______________________________

2. **Approved Restaurant Location**: The Franchised Restaurant will be located at (check (a) or (b), as applicable):

☐ (a) ______________________________
(Street Address, City, State and Zip Code)

☐ (b) The Approved Restaurant Location has not been determined as of the Effective Date of this Agreement. Franchisee shall secure the Approved Restaurant Location in accordance with the terms and conditions of the Franchise Agreement within the general area described as follows (the "Designated Area"):

____
(Indicate City, County or Area within which the Franchised Restaurant shall be located.)

If (b) above is selected, the parties shall amend this Contract Data Sheet to reflect the address of the Restaurant and the Protected Territory, once the Approved Restaurant Location is secured by Franchisee in accordance with the terms of the Franchise Agreement.

3. **Protected Territory**. The Protected Territory shall be comprised of the following area:______________________________

4. **Initial Franchise Fee**. $35,000

5. **Initial Development Package Fee.** **$[currently N/A]**

6. **Grand Opening Advertising Expenditure Requirement**. $__________

7. **Franchisee Information.** (Check and complete as appropriate.)

☐ (a) The following individual(s) is the Franchisee: ______________________________
____
Address:______________________________
Telephone Number:______________________________

☐ (b) The Franchisee is the following corporation:

Name:____
State of Incorporation:____

Shareholder Name (each an "Owner")	Shareholder Address & Telephone Number	Number of Shares

List of all Officers and Directors:___________________________________
____
Telephone Number: ____

☐ (c) The Franchisee is the following limited liability company:

Name:____
State of Formation:____

Member Name (each an "Owner")	Member Address & Telephone Number	Percentage Ownership Interest

List of all Managers and Officers:____________________________________
____
Telephone Number: ____

☐ (d) The Franchisee is the following partnership:

Name:____
State of Formation:____

Partner Name (each an "Owner")	Partner Address & Telephone Number	Percentage Ownership Interest

List of all Officers and the General Partner:_________________________
____
Telephone Number: ____

EXHIBIT B TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE is made as of the last date below written by and among __________________________ ("Tenant"), THE JUICE HOUSE FRANCHISE, LLC ("Franchisor"), and __________________________ ("Landlord").

RECITALS

WHEREAS, Tenant is the tenant under a certain lease (or sublease), dated ________ (the "Lease"), wherein Landlord leased to Tenant certain premises at ________________________________ (the "Premises"); and

WHEREAS, Tenant and Franchisor have, or will, enter into a Franchise Agreement (the "Franchise Agreement"), whereby Franchisor will grant to Tenant the right to open and operate a franchised restaurant under the mark The Juice House™ at the Premises; and

WHEREAS, as a condition to Franchisor entering into the Franchise Agreement, Franchisor has required that Tenant assign its right, title and interest in the Lease, with the right to reassign (as provided therein), as security for Tenant's obligations and Franchisor's rights under the Franchise Agreement; and

WHEREAS, in order to induce Franchisor to enter into the Franchise Agreement, Tenant has agreed to assign its right, title and interest in the Lease, with the right to reassign (as provided therein), as security for Tenant's obligations and Franchisor's rights under the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the foregoing premises and the mutual promises contained herein and in the Franchise Agreement, and in order to secure Tenant's obligations and Franchisor's rights under the Franchise Agreement, Tenant does hereby collaterally assign, transfer and set over unto Franchisor, with the right to reassign (as provided herein), all of its right, title and interest in and to the Lease and in and to the Premises; it being nevertheless expressly understood and agreed that this assignment is made and is consented to by the Landlord contingent upon the following terms, covenants, limitations and conditions:

1. Tenant's Right to Possession. Tenant shall retain right to possession of the Premises in accordance with the terms and conditions of the Lease until the occurrence of an Assignment Event (as defined in paragraph 2 of this Agreement).

2. Assignment Events.

2.1 Franchisor shall have the right to exercise either of the options set forth in paragraphs 2.1(i) or 2.1(ii) below upon: (a) Franchisor's declaration of a default by Tenant under the Franchise Agreement, which remains uncured beyond all applicable notice and cure periods; (b) the expiration or earlier termination of the Franchise Agreement; or (c) an expression by Tenant of its desire to terminate the Lease (each, an "Assignment Event"). Upon the occurrence of an Assignment Event, Franchisor shall have the option to either:

(i) assume and occupy the Premises upon written notice to Landlord and Tenant, in which event Franchisor shall be deemed to be substituted as the tenant under the Lease in the place and stead of Tenant and shall be deemed to have assumed expressly all of the terms, covenants and obligations of the Lease theretofore applicable to Tenant and shall likewise be entitled to enjoy all of the rights and privileges granted to Tenant under the terms and conditions of the Lease; or

(ii) assign the Lease to an affiliate or an approved The Juice House™ franchisee, without obtaining Landlord's prior written consent, provided that, in the event of an assignment to a franchisee, such franchisee: (x) has a net worth equal to or greater than the net worth of Tenant at the time of Lease execution; (y) assumes all of Tenant's obligations under the Lease; and (z) completes Franchisor's initial training program to Franchisor's satisfaction.

2.2 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Tenant shall remain obligated under the Lease and Tenant shall be liable to Franchisor for all payments by Franchisor for rent and other Lease obligations. The parties acknowledge that such payments are reasonable expenses of foreclosure.

2.3 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Landlord shall not terminate or accelerate the rent owed under the Lease in connection with any such assignment, so long as Franchisor, or its franchisee, assumes, in writing, the obligations of Tenant under the Lease. Nothing in this Paragraph 2.3 shall serve to extend the term of the Lease or provide Franchisor with occupancy rights, options to renew or other rights not expressly set forth to Tenant in the Lease.

3. Agreement of Landlord.

3.1 Landlord agrees to provide Franchisor with copies of any and all letters and notices to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant.

3.2 Landlord further agrees that, if it intends to terminate the Lease, Landlord will give Franchisor the same advance written notice of such intent as provided to Tenant, specifying in such notice all defaults that are the cause of any proposed termination. Franchisor shall have the right to cure, at its sole option, any such default within the time periods granted to Tenant under the Lease.

3.3 If neither Tenant nor Franchisor cures all such defaults within the prescribed time period (or such longer period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, re-enter the Premises, and/or exercise all other rights as set forth in the Lease. Landlord will promptly notify Franchisor of any expression by Tenant of its desire to terminate the Lease.

4. Right to Enter and Make Modifications to Premises. Before the expiration or termination of the Lease, Franchisor shall have the right to enter the Premises to make any reasonable modifications or reasonable alterations necessary to protect Franchisor's interest in The Juice House™ franchise system or its proprietary marks, or to cure any default under the Franchise Agreement entered into by and between Franchisor and Tenant, or any affiliate of Tenant. Landlord and Tenant agree that Franchisor shall not be liable for trespass or any other crimes or tort.

5. Notices. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provide that the sender confirm the facsimile, telegram or telex by sending an original confirmation copy by certified transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If to Franchisor:

THE JUICE HOUSE FRANCHISE, LLC
____
____

With a copy to:
____
____
____

If to Tenant:
____
____
____

If to Landlord:

____
____
____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by telex or facsimile shall be deemed given on the business day of transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties.

6. No Material Modification of Lease. Landlord and Tenant will not amend, renew, extend or otherwise modify the Lease in any manner which would materially affect any of the foregoing provisions without Franchisor's prior written consent.

7. Acknowledgment. The parties hereby acknowledge and agree that, so long as Franchisor shall not have exercised its option to take possession of the Premises under this Agreement, Franchisor shall not be liable for rent or any other obligations under the Lease.

8. Electronic Records. This Assignment may be executed in duplicate, and each copy so executed shall be deemed an original. This Assignment may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Assignment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Assignment. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Assignment shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment of Lease as of the _____ day of ______________, _____.

ASSIGNOR:

____
WITNESS

By:______________________________
Print Name:________________________
Title:______________________________

FRANCHISOR:

THE JUICE HOUSE FRANCHISE, LLC

By:__________________________________

____
WITNESS

Print Name:___________________________
Title:________________________________

LANDLORD:

By:__________________________________

____
WITNESS

Print Name:___________________________
Title:________________________________

EXHIBIT C TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

PERSONAL GUARANTEE

The undersigned hereby execute this **PERSONAL GUARANTEE** (this "Guarantee"), as of the last date written below, in order to, among other things, induce THE JUICE HOUSE FRANCHISE, LLC ("Franchisor") to enter into, or permit the transfer of, that certain The Juice House Franchise, LLC Franchise Agreement, dated _____________ ___ (the "Franchise Agreement"), with ________________________________ ("Franchisee").

RECITALS

WHEREAS, the undersigned constitute all of the shareholders, members, partners, or other persons or entities interested in effecting the grant or transfer of the Franchise Agreement by Franchisor to Franchisee; and

WHEREAS, Franchisor is relying on this Guarantee to ensure that there are sufficient assets to operate the franchised business and to protect Franchisor in the event Franchisee commits a default under the Franchise Agreement; and

WHEREAS, Franchisor is only willing to enter into the Franchise Agreement if each of the undersigned personally guarantee Franchisee's obligations thereunder.

AGREEMENT

NOW, THEREFORE, the undersigned, in consideration of the undertakings and commitments of each such party set forth in this Guarantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The undersigned hereby represent and warrant that they constitute [*check all that apply*]:

- ☐ the holders of one hundred percent (100%) of the originally issued and outstanding capital stock of Franchisee, a corporation;

- ☐ one hundred percent (100%) of the members of Franchisee, a limited liability company ("LLC");

- ☐ one hundred percent (100%) of the partners of Franchisee, a partnership ("Partnership"); and/or

- ☐ Franchisee's spouse and/or the spouses of the shareholders, members or partners of Franchisee, as applicable.

2. Each of the undersigned individuals personally, jointly and severally, agrees to be bound by all the terms and conditions of the Franchise Agreement, including any amendments thereto, whenever made, and absolutely, irrevocably and unconditionally guarantees to Franchisor, and its successors and assigns, that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed.

3. The undersigned acknowledges and agrees that Franchisor has entered into the Franchise Agreement with Franchisee solely on the condition that each owner of Franchisee, and each owner's spouse, be personally obligated and jointly and severally liable with Franchisee (and with each other owner of Franchisee) for the performance of each and every obligation of Franchisee (and its owners) under: (i) the Franchise Agreement, including any amendments thereto or extensions or renewals thereof, and (ii) each and every other agreement entered into by Franchisee in connection with the Franchise Agreement, including any lease agreement (all aforementioned agreements are collectively referred to as "The Juice House Agreements"). Without limiting the generality of the foregoing, the undersigned acknowledge and agree that each individual is personally bound by the confidentiality restrictions and the covenant against competition set forth in the Franchise Agreement.

4. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee.

5. This Guarantee is effective until all terms of The Juice House Agreements have been fully and completely performed by Franchisee, to the satisfaction of Franchisor. No release of Franchisee or discharge of Franchisee under bankruptcy law, or any other law, shall impair or effect the obligations of Guarantor(s) to Franchisor hereunder.

6. The undersigned jointly and severally agree to pay all attorneys' fees, costs and expenses (including any and all continuing fees, including Royalty Fees and Advertising Fees, and associated interest on such amounts, that are determined to be owing to Franchisor due to underreporting by Franchisee) incurred by Franchisor in enforcing this Guarantee, whether or not suit or action is filed, and if suit or action is filed, then through trial and all appeals, and also in any proceedings or matter in Bankruptcy Court, and to assume all liability for all losses, costs, attorney's fees, and expenses that Franchisor incurs as a result of a default by Franchisee, including those fees and expenses incurred in a bankruptcy proceeding involving Franchisee.

7. The undersigned hereby waives the following:

(i) notice of amendment of The Juice House Agreements and notice of demand for payment or performance by Franchisee of any obligation under The Juice House Agreements;

(ii) presentment or protest of any instrument and notice thereof, and notice of default or intent to accelerate with respect to the indebtedness or nonperformance of any of Franchisee's obligations under The Juice House Agreements;

(iii) any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability;

(iv) the defense of statute of limitations in any action hereunder or for the collection or performance of any obligation;

(v) any and all rights to payments, indemnities and claims for reimbursement or subrogation that the undersigned may have against Franchisee arising from the undersigned's execution of and performance under this Guarantee;

(vi) any defense based on any irregularity or defect in the creation of any of the obligations or modification of the terms and conditions of performance thereof;

(vii) any defense based on the failure of Franchisor or any other party to take, protect, perfect or preserve any right against and/or security granted by Franchisee or any other party; and

(viii) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

8. Upon default by Franchisee or notice from Franchisor, the undersigned will immediately make each payment and perform each obligation required of Franchisee under The Juice House Agreements. Without limiting the generality of the foregoing, the undersigned acknowledges that Franchisor is not required to proceed first against the Franchisee, but may proceed first against the undersigned or any of them alone or concurrent with proceeding against Franchisee. The obligations of the undersigned hereunder are absolute and unconditional.

9. Governing Law; Jurisdiction; Venue.

(i) Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. §1050 et seq.) or other federal law, this Guarantee and any claims related thereto, shall be governed by, interpreted and construed under the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law.

(ii) The undersigned hereby acknowledge and agree that the United States District Court for the District of New Jersey shall be the sole and exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of, in connection with, or related to, either directly or indirectly, this Guarantee. The undersigned agree that the undersigned are subject to personal jurisdiction in the State of New Jersey, and further agree that, in the event of litigation, they will not contest or challenge the *in personam* jurisdiction or venue in New Jersey. If and only if the United States District Court for the District of New Jersey lacks subject matter jurisdiction over any matter litigated under this Guarantee, then the appropriate state court located in Union County, New Jersey shall be the venue and exclusive proper forum for such litigation. The undersigned agree that they are subject to personal jurisdiction in the state courts in Union County, New Jersey and, in any litigation brought in any such court under this Guarantee, the parties agree that they will not contest or challenge the *in personam* jurisdiction or venue of the courts of Union County, New Jersey. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

10. The undersigned hereby waive any right to trial by jury that they may have in any action brought by Franchisor related, directly or indirectly, to this Guarantee and/or The Juice House Agreements, or the negotiation of the Guarantee and/or The Juice House Agreements.

11. If one or more provisions contained in this Guarantee shall be invalid, illegal or unenforceable, in any respect under the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12. Each of the undersigned acknowledges that: (i) it is a condition to the granting of the Franchise Agreement to Franchisee that each of the undersigned shall execute and deliver this Guarantee to Franchisor; (ii) that Franchisor has entered into the Franchise Agreement with Franchisee in reliance upon the agreement of the undersigned to do so; and (iii) that, as owners of the Franchisee, or spouses of such owners, the undersigned have received adequate consideration to support their execution of this Guarantee. This Guarantee does not grant or create in the undersigned any interests, rights or privileges in The Juice House Agreements, or any other franchise or franchise agreement.

13. This Guarantee may be executed in duplicate, and each copy so executed shall be deemed an original. This Guarantee may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Guarantee transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Guarantee. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Guarantee shall have the same

force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

[The remainder of this page is intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee as of _______________ _____, ______.

GUARANTORS:

Date:_______________________ By: ____
Print Name:______________________, an individual

Date:_______________________ By: ____
Print Name:______________________, an individual

EXHIBIT D TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT
ELECTRONIC FUNDS TRANSFER FORM

Franchisee Name: ________________________________ Restaurant #:__
Address:____
Contact Name, Address, and Phone Number:
____
____
Employer Identification Number (if applicable): ______________________________
Principal's Name and Social Security Number:______________________________

Franchisee's Bank Account Information

Bank Name, Branch and Address:______________________________________
____ (the "Bank")
Bank Account Number:______________ (the "Bank Account")
Bank Routing Number:____________________________
Bank Phone Number:_____________________________
Type of Account (Check One): _____Savings Account _____Checking Account

Payment Authorization:
Franchisee hereby authorizes THE JUICE HOUSE FRANCHISE, LLC (hereinafter "Payee"), any financial institution acting on behalf of Payee (hereinafter "Payee's Bank"), and Franchisee's financial institution which is identified above (hereinafter "Franchisee's Bank") to initiate withdraws from the Bank Account indicated on this form, and hereby authorizes the Bank to honor and charge the Bank Account for electronic funds transfers or drafts drawn on the Bank Account and payable to Payee. The amount of such charge shall be set forth in a notice from the Payee presented to the Bank on the days(s) of the week set forth in the Franchise Agreement by and between Payee and Franchisee, and any other agreement Franchisee signs that authorizes Payee or its affiliate to debit Franchisee's account for the fees, which may be modified by Payee, for the payment of continuing fees including royalty fees, advertising fees, POS support fees, gift card program fees and funds flow, and any other fees, charges or debits payable to Payee or its affiliates for any services Payee provides or facilitates. Franchisee agrees to sign such additional documents as may be reasonably requested by Payee or the Bank to evidence the interest of this EFT Authorization. This authority shall remain in full force and effect until Payee has received written notification from Franchisee in such time and manner as to afford Payee and the Bank to act on such notice. Franchisee understands that the termination of this authorization does not relieve Franchisee of its obligations to make payments to Payee. Payee may assign its rights and obligations under this EFT Authorization to Payee's affiliates or agents. Payee may change its designated affiliates or agents at Payee's discretion.

The Franchisee acknowledges that the Bank, Payee, and Payee's Bank must comply with the National Automated Clearing House Association rules. Payee, the Bank and Franchisee's Bank are authorized to make any necessary debits or credits to correct duplicate or erroneous entries. The Franchisee hereby agrees to hold Payee, Payee's Bank, Bank and their agents, successors and assigns harmless from all direct, indirect, special or consequential damages and/or all losses, costs, claims or expenses arising out of or related to the use of this automatic payment service.

This authorization is effective as of the date indicated below and shall remain in full force until the expiration or earlier termination of the Franchise Agreement. The automatic payment process is subject to modification or cancellation at any time by Payee without notice to the Franchisee. This agreement shall be governed by the laws of the State of New Jersey.

NOTE: A separate Authorization Agreement is required for each bank account, even if all accounts are within the same banking institution. Please attach a voided check or deposit slip to this authorization.

EXHIBIT E TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

This Conditional Assignment of Telephone Numbers and Listings (the "Assignment") is entered into this _____ day of ______________, 20___ ("Effective Date"), in accordance with the terms of the Franchise Agreement ("Franchise Agreement") between THE JUICE HOUSE FRANCHISE, LLC ("Franchisor") and ____________________________________ ("Franchisee"), executed concurrently with this Assignment and under which Franchisor granted Franchisee the right to own and operate a franchised restaurant under the mark THE JUICE HOUSE™ located at ___________________________ (the "Restaurant").

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Franchisee hereby agrees as follows:

1. Conditional Assignment of Listings. Franchisee hereby conditionally assigns to Franchisor all of Franchisee's right, title and interest in and to: (a) all telephone numbers and regular yellow pages, special, classified and other telephone directory listings used at any time in connection with the operation of the Restaurant; and (b) any and all website and social media addresses and accounts, including, without limitation, Facebook™, Twitter™; LinkedIn™, and any other account that contains any term or any mark the same as or similar to any of Franchisor's trademarks (individually and collectively, the "Listings").

2. No Liability. This Assignment is for collateral purposes only, and except as expressly provided herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless and until Franchisor notifies the telephone company, listing agency and/or webmaster/webhost (each, a "Listing Agency"), as applicable.

3. Effectiveness of Assignment. This Assignment will become effective automatically upon expiration (provided that Franchisee has not obtained a Successor Franchise Agreement) or the earlier termination of the Franchise Agreement. Upon the occurrence of that condition, Franchisee must do all things required by the applicable Listing Agency to assure the effectiveness of the assignment set forth herein as if the Franchisor had been originally issued the Listings, and the usage thereof.

4. Responsibility of Franchisee. Franchisee agrees to pay the Listing Agencies on or before the effective date of assignment all amounts owed for the use of Listing(s). Franchisee further agrees to indemnify Franchisor for any sums Franchisor must pay any Listing Agency to effectuate this assignment, and agrees to fully cooperate with the Listing Agency and Franchisor in effectuating this assignment.

5. Franchisee Acknowledgments. Franchisee agrees and acknowledges that as between Franchisor and Franchisee, Franchisor shall have the sole right to and interest in and to the Listings upon termination or expiration of the Franchise Agreement. Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Listing Agency to assign same to Franchisor and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event Franchisee shall immediately instruct the applicable Listing Agency to assign the applicable Listing to Franchisor, and /or to assign the Listing account to Franchisor. If Franchisee fails to promptly do so, Franchisor shall direct the appropriate parties to effectuate the assignment contemplated hereunder to Franchisor.

6. Attorney in Fact. The parties agree that the Listing Agency may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings and that such assignment shall be made automatically and effective immediately upon the Listing Agency's receipt of notice from Franchisor or Franchisee. The parties further agree that if the Listing Agency requires that the parties execute an assignment form or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

[The remainder of this page is intentionally left blank; the signature page to follow.]

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment as of _________________ ____, ____.

ASSIGNOR:

[___________________________________]

By:____
Print Name: __________________________________
Title:____

ASSIGNEE:

THE JUICE HOUSE FRANCHISE, LLC

By:____
Print Name: __________________________________
Title:____

EXHIBIT F TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

(To be completed by Franchisee's trained employees, officers, directors, general partners, members and managers, as applicable.)

In consideration of receiving an offer of employment from _____________ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be bound hereby, I hereby acknowledge and agree that:

1. The Juice House Franchise, LLC ("Franchisor") has developed and owns a unique and distinctive system ("System") relating to the establishment and operation of quick service restaurants (each, a "System Restaurant") offering: fresh pressed juices, smoothies, and healthy bowls and other items, products and services The Juice House designates.

2. Franchisee has acquired the right and license from Franchisor to operate a System Restaurant using the name The Juice House™ or such other name as designated by Franchisor (the "Restaurant"), and the right to use in the operation of the Restaurant, Franchisor's trade names, trademarks and service marks (the "Proprietary Marks").

3. As part of your employment with Franchisee, not only will you be exposed to Confidential Information, as defined below, with regard to the operation of the Restaurant, but you will also become familiar with the unique System utilized by Franchisor with regard to the sale of the identified products in System Restaurants.

4. For purposes of this Agreement, "Confidential Information" means all information, knowledge, know-how and techniques related to the Restaurant, Franchisor, Franchisee, the products that Franchisee or Franchisor sell, the System Restaurants, and the System, which is communicated to me or learned by me in the course of working for Franchisee, including, without limitation, information of a confidential and proprietary nature concerning the operations of Franchisee or Franchisor, as well as any product pricing information provided to Franchisee by Franchisor or its suppliers and vendors.

4.1 Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by a person of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, product descriptions and sales literature that Franchisor, Franchisee, or any franchisees or licensees of Franchisor or its affiliates have distributed to the public generally; (ii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available; or (iii)

I was aware of prior to its disclosure to me in the course and scope of my employment with Franchisee from a source not bound by a confidential obligation.

4.2 Because I am an employee of Franchisee, Franchisor and Franchisee may disclose the Confidential Information to me during the course of the training program or any subsequent ongoing training program, and/or when furnishing to me general assistance and instruction during my employment with Franchisee.

4.3 I will not acquire any interest in the Confidential Information, other than the right to utilize it in on behalf of Franchisee in its the operation of the Restaurant, and the use or duplication of the Confidential Information for any use other than on behalf of the Franchisee in its operation of the Restaurant, would constitute an unfair method of competition.

4.4 The Confidential Information is non-public, proprietary, involves trade secrets of the Franchisee and Franchisor and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in confidence all Confidential Information and all other information designated by Franchisee and/or Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties to Franchisee, and will continue not to disclose and/or use any such information even after my employment with Franchisee ceases.

5. Non-Competition Covenants. Except as otherwise approved in writing by Franchisor and Franchisee or on behalf of or in connection with a System Restaurant, I shall not:

5.1 while in the employment of the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any Competitive Business (as defined below); or

5.2 for a period of two (2) years following the date on which I cease to be employed by Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own maintain, engage in, be employed by, or have any interest in any Competitive Business, which business is located: (a) at the Restaurant location; or (b) within a twenty-five (25)-mile radius of the Restaurant location, or within a twenty-five (25)-mile radius of any other Restaurant in existence or under construction as of the date I cease to be employed by Franchisee.

For purposes of this Agreement, the term "Competitive Business" means any business owning, operating, managing or granting franchises or licenses to others to operate: any store, restaurant or foodservice business that offers, as a primary offering, fresh or bottled juices, smoothies, fruit and/or vegetable-based beverage items and/or healthy food bowls. The term Competitive Business shall not include other

Restaurants operated by Franchisee pursuant to a valid, binding franchise agreement by and between Franchisee and The Juice House.

I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality and Restrictive Covenant Agreement (this "Agreement"). If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor or Franchisee is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

6. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement may cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

7. In the event of a dispute between the parties arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Any controversy, claim or dispute arising out of or relating to this Agreement, either during the existence of the employment relationship or afterwards, between the parties hereto, shall be litigated solely in state or federal court in or for _____ County, New Jersey. Due to the importance of this Agreement to the Franchisee and Franchisor, I agree that any claim I have against the Franchisee or Franchisor is a separate matter, and does not entitle me to violate, or justify any violation of this Agreement, and must be raised in a separate lawsuit or claim.

8. This Agreement shall be construed under the laws of the State of New Jersey. The only way this Agreement can be changed is in writing signed by both the Franchisee and me and approved, in writing, by Franchisor. This Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

	[INSERT POSITION]
______________________________	______________________________
Witness	Name:__________________________

EXHIBIT G TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

(To be completed if Franchisee signs the Franchise Agreement as an individual and subsequently forms a legal entity to operate the Franchised Restaurant.)

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into this _____ day of ____________, _______, by and between THE JUICE HOUSE FRANCHISE, LLC ("Franchisor"), **[insert name of individual franchisee]** ("Assignor"), and **[insert name of corporation or limited liability company]**, an entity owned and controlled by Assignor with an address at ____________________ ____________________.

RECITALS

WHEREAS, Franchisor and Assignor entered into a certain THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT dated ______________________ (the "Franchise Agreement"), whereby Assignor was granted the right and undertook the obligation to operate a THE JUICE HOUSE™ RESTAURANT at the location identified in the Franchise Agreement (the "Franchised Business"); and

WHEREAS, Assignor has formed Assignee for the convenience and purpose of owning and operating the Franchised Business; and

WHEREAS, Assignor desires to assign his or her rights and obligations under the Franchise Agreement to Assignee pursuant to and in accordance with the provisions of the Franchise Agreement; and

WHEREAS, Franchisor is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Assignment, including without limitation, Assignor's agreement to guarantee the performance by Assignee of its obligations under the Franchise Agreement and to continue to be bound by all of the provisions of the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby assigns and transfers over to Assignee all of his or her rights, title and interest in and to the Franchise Agreement, effective as of the date of this Assignment.

2. Assignee hereby assumes all of Assignor's obligations, assignments, commitments, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, assignments, commitments and duties of the franchisee under the Franchise Agreement with the same force and effect as if the Franchise Agreement were originally written with Assignee as franchisee.

3. Assignor agrees that Assignor shall continue to be bound by all of the terms and conditions of the Franchise Agreement, including, without limitation, all non-competition, confidentiality and indemnification obligations, and that nothing contained in this Assignment herein shall be deemed to relieve Assignor of any of Assignor's obligations contained in the Franchise Agreement. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of its obligations, commitments, duties and liabilities under the Franchise Agreement.

3.1 Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Franchisor that: (i) Assignee will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement and any other agreement between Assignor and Franchisor or its affiliates concerning the operation of the Franchised Business; and (ii) if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing Franchisor and all damages that may arise as a result of any such non-compliance.

4. In the enforcement of any of its rights against Assignor, Franchisor may proceed as if Assignor was the primary obligor under the Franchise Agreement. Assignor waives any right to require Franchisor to first proceed against Assignee or to proceed against or exhaust any security (if any) held by Franchisor or to pursue any other remedy available to it before proceeding against Assignor. No dealing between Franchisor and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part, and in particular and without limiting the generality of the foregoing, Franchisor may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise deal with Assignee as Franchisor may see fit without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of this Assignment or the Franchise Agreement, Assignor shall continue to be fully liable.

5. This Assignment is entered into in the State of New Jersey and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law.

6. This Assignment shall be binding and inure to the benefit of the parties and their respective heirs, successors and assigns.

7. Assignor and Assignee acknowledge and agree that they are bound by the dispute resolution provisions of the Franchise Agreement. Assignor and Assignee further agree that they have and will continue to have a substantial relationship with Franchisor at its offices in Union County, New Jersey and that, with the exception of Franchisor's right to seek injunctive relief in any appropriate jurisdiction as set forth below, any action by or against them arising out of or relating to this Assignment shall be commenced, litigated and concluded only in any state or federal court of general jurisdiction in the State of New Jersey. Assignor and Assignee agree that New Jersey represents the most convenient forum for the parties to litigate any disputes between them. Accordingly, Assignor and Assignee irrevocably submit to the jurisdiction of such court and waive any objection they may have to either the jurisdiction or venue of such court. Assignor and Assignee further waive any objection that such court is an inconvenient forum. Franchisor shall have the option, at its sole discretion, of bringing any action seeking equitable relief to enforce the terms of this Assignment in any court of competent jurisdiction in order to prevent real or threatened harm, and Assignor and Assignee consent to the entry of injunctive relief, including, without limitation, temporary restraining orders and/or preliminary and permanent injunctions without the requirement of bond, according to the usual equity rules in the jurisdiction in which such relief is sought.

8. The Franchise Agreement, including all Exhibits and Amendments thereto, and this Assignment shall constitute the entire integrated assignment between the parties with respect to the subject matter contained herein and shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.

9. In the event that it becomes necessary for Franchisor to retain the services of legal counsel to enforce the terms of this Assignment, Franchisor shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in enforcing the terms of this Assignment.

10. Each party declares that the terms of this Assignment have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain, and confer with counsel. This Assignment is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Assignment.

11. The persons executing this Assignment on behalf of Assignee acknowledge their authority to do so.

12. The obligations of Assignor and Assignee under this Assignment are joint and several.

13. This Assignment may be executed in duplicate, and each copy so executed shall be deemed an original. This Assignment may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Assignment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Assignment. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Assignment shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

[*The next page is the signature page.*]

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto as of the day and date first above written.

ASSIGNOR:

______________________	By: ______________________________
ATTEST	Title: ____________________________

ASSIGNEE:

______________________	By: ______________________________
ATTEST	Title: ____________________________

FRANCHISOR:

THE JUICE HOUSE FRANCHISE, LLC

By: ______________________________
Print Name: ______________________
Title: ____________________________

EXHIBIT H TO
THE JUICE HOUSE FRANCHISE, LLC FRANCHISE AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into, this ____ day of __________, ____ , by and between _________________________ at ____ ("Debtor"), and THE JUICE HOUSE FRANCHISE, LLC ("Secured Party"), whose address is ___________________.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor grants to Secured Party a first priority security interest in all of the property owned by Debtor, as described in Schedule I and the Property presently located at or intended to be located at Debtor's Restaurant located at: ________________________________ ____ ____ __________________________________ (the "Premises") and/or elsewhere and used and/or intended to be used and/or consumed in connection with the operation of a The Juice House™ Restaurant at the Premises, together with all after-acquired property of the same general class and description and the proceeds of all property encumbered hereby (the "Collateral").

TO SECURE:

(a) Performance of each agreement of Debtor contained in that certain Franchise Agreement between Debtor and Secured Party, dated ____________ (the "Franchise Agreement"); and

(b) The repayment of all sums and amounts that may be advanced or expended by Secured Party for the maintenance and preservation of the Collateral or any part thereof or the enforcement of any rights of Secured Party hereunder; and

(C) Performance of each agreement of Debtor contained herein.

DEBTOR WARRANTS AND AGREES:

1. Except for the security interest granted hereby, Debtor is the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and Debtor will defend against all claims and demands of all persons at any time claiming the same or an interest therein.

2. No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. Debtor hereby authorizes Secured Party to execute, on behalf of both Debtor and Secured Party, one or more Financing Statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party, and to file or record same

in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable and Debtor agrees to pay the cost of filing or recording the same.

3. To do all acts which may be necessary to maintain, preserve and protect the Collateral, not to commit or permit any waste thereof, and to maintain the Collateral in good order, repair and condition, reasonable wear and tear excepted.

4. Not to remove any of the Collateral from the Premises, except for the purpose of repair or replacement with other articles of substantially similar quality and value, which will not be subject to any lien, encumbrances or interests in others, except for purchase money security interests and the security interest granted hereby, and to permit Secured Party to inspect the Collateral at any time. Notwithstanding the above, Debtor may sell the inventory secured hereby in the ordinary course of its business.

5. Except as provided in Section 4 above, not to sell, assign, lease, encumber, or otherwise dispose of all or any of the Collateral without the prior written consent of Secured Party.

6. To pay before delinquency, all taxes, assessments and liens now or hereafter imposed on the Collateral, and to maintain in force at all times, fire and other insurance policies (including all risk, and earthquake insurance) on the Collateral.

7. If Debtor fails to make any payment or do any act as herein required, then Secured Party, without obligation to do so and without notice to or demand upon Debtor, may make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, Secured Party being hereby authorized (without limiting the general nature of the authority hereinabove conferred) to take possession of the Collateral or any part thereof and to pay, purchase, contest or compromise any security interest, encumbrance, charge or lien which, in the judgment of Secured Party, appears to be prior or superior to or to jeopardize the security interest granted hereby, and in exercising any such powers and authority to incur necessary expenses, including attorneys' fees. Debtor hereby agrees to repay immediately and without demand all sums expended by Secured Party pursuant to the provisions of this paragraph.

8. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

(a) Default by Debtor in the payment of any or all of the indebtedness, obligations or liabilities secured hereby beyond the applicable cure periods, or failure by Debtor to perform any agreement herein contained or secured hereby.

9. Upon any such default, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtedness, obligations and liabilities secured hereby to be immediately due and payable, and Secured Party shall have all the rights and remedies provided a secured party under the Uniform Commercial Code and may proceed to foreclose the security interest created hereby according to law, and may, at its option, and it is hereby empowered, with or without foreclosure action, to enter upon the Premises or any other premises where the Collateral or any part thereof may be and take possession thereof and

remove the Collateral or any part thereof. In addition, Secured Party may require and Debtor agrees to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonable convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private or other intended disposition is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown above at least ten (10) days before the time of the sale or disposition. The Collateral may be sold in one or more lots and at one or more sales, which may be held on different days and need not be held within view of the Collateral being sold. Secured Party shall deduct and retain from the proceeds of such sale or sales all costs and expenses paid or incurred in the taking, removal, holding, preparing for sale or sales of the Collateral, including any reasonable attorneys' fees and legal expenses incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured party upon the indebtednesses, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine, and the surplus, if any, shall be paid to Debtor or to the person or persons lawfully entitled to receive the same.

(a) Secured Party, at its option, shall have the right to commence any action or proceeding against a third party or appear in or defend any action or proceeding brought by a third party purporting to affect the rights, duties or liabilities of the parties hereto, including, without limiting the generality of the foregoing, an action to foreclose the security interest created hereby, and in connection therewith to incur costs, expenses and attorneys' fees in any such action or proceeding in which the Secured Party shall appear, all of which costs, expenses and attorneys' fees will be paid or reimbursed to Secured Party by Debtor.

(b) In the event of any default hereunder, Secured Party shall be entitled, without notice and without regard to the adequacy of the Collateral and of any other security for the indebtedness hereby secured, to the appointment of a receiver to take possession of all or any part of the Collateral and to exercise such powers as the Court shall confer upon him.

(c) At any public sale or sales made under this Section 9 or authorized herein or by laws, or at any sale or sales made upon judicial foreclosure of this security interest, Secured Party (or its representative) may bid for and purchase any Collateral being sold and, in the event of such purchase, shall hold such property thereafter discharged of all rights of redemption.

10. Secured Party shall be entitled to enforce any indebtedness, obligation or liability secured hereby and to exercise all rights and powers hereby conferred, although some or all of the indebtedness, obligations and liabilities secured hereby are now or shall hereafter be otherwise secured. Debtor's acceptance of this Agreement shall not affect or prejudice Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, and Secured Party shall be entitled to exercise all rights of set-off to the same effect and in the same manner as if this security interest had not been given.

11. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of damages, its cost of suit and, not as damages, a reasonable attorneys' fee to be fixed by the Court.

12. The words Secured Party and Debtor, as used herein, shall be construed to include the heirs, legatees, devisees, administrators, executors, successors and assigns, respectively, of Secured Party and Debtor. This Agreement shall bind and inure to the benefit of such third persons. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. All references herein to the Uniform Commercial Code means the Uniform Commercial Code as adopted by the State in which Secured Party's principal place of business is located.

13. This Agreement may be executed in duplicate, and each copy so executed shall be deemed an original. This Agreement may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. You agree that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party's e-Signature.

THE UNDERSIGNED DEBTOR HEREBY SPECIFICALLY CERTIFIES THAT HE HAS READ AND UNDERSTANDS THIS SECURITY AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Secured Party:

THE JUICE HOUSE FRANCHISE, LLC

By:___________________________________
Print Name:___________________________
Title:_________________________________
Date:_________________________________

Franchisee:

[_____________________________________]

By:___________________________________
Print Name:___________________________
Title:_________________________________
Date:_________________________________

SCHEDULE I

All leasehold improvements, furniture, fixtures, appliances, tools, equipment, cash registers, goods, inventories, and allied products, and finished goods and materials, now owned or hereafter at any time acquired by Debtor, and all accessories, parts, repossessions, and returns thereto or therefore; all accounts, general tangibles, chattel paper, documents, instruments, (whether negotiable or non-negotiable), deposit accounts, money, contract rights and rights to payment of every kind, now existing and hereafter arising; and all proceeds (including proceeds of insurance policies on the Collateral), products, additions, accessions, replacements and substitutions for and of such Collateral.

EXHIBIT C
TO THE JUICE HOUSE FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT

CURRENT FRANCHISEES
AS OF DECEMBER 31, 2022

Operating Franchisees

STATE	NAME	TELEPHONE NUMBER	LOCATION
NEW JERSEY	DJNJ Investments	(908) 514-8501	31 East Main Street Freehold, NJ 07728

Franchisees with Agreements Signed, But Outlet Not Yet Open

STATE	NAME	TELEPHONE NUMBER	LOCATION
NEW JERSEY	Mirian Manso	(201) 681-0701	1181 Morris Avenue Union, NJ 07083
NEW JERSEY	Michael McHugh	(908)705-5249	Essex County - TBD

EXHIBIT D
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

FORMER FRANCHISEES

As of the Issuance Date of this FDD there were no former franchisees.

EXHIBIT E
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

Table of Contents

CITRINCOOPERMAN®

Citrin Cooperman & Company, LLP
Certified Public Accountants

290 W. Mt. Pleasant Ave, Suite 3310
Livingston, NJ 07039
T 973.218.0500 **F** 973.218.7160
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT

To the Members
The Juice House Franchise, LLC

Opinion

We have audited the accompanying financial statements of The Juice House Franchise, LLC (a limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in members' equity (deficit) and cash flows for the years ended December 31, 2022, 2021 and 2020, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Juice House Franchise, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years ended December 31, 2022, 2021 and 2020, 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. 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 Juice House Franchise, LLC 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 Juice House Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

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 generally accepted auditing standards 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.

In performing an audit in accordance with generally accepted auditing standards, 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 Juice House Franchise, LLC'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 Juice House Franchise, LLC'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.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Livingston, New Jersey
April 10, 2023

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
Current assets:		
Cash	$ 28,259	$ 22,685
Accounts receivable	1,371	890
Deferred charges, current	4,408	2,650
Prepaid expenses	-	1,820
Total current assets	34,038	28,045
Other assets:		
Deferred charges, net of current	34,744	22,123
TOTAL ASSETS	$ 68,782	$ 50,168
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Accounts payable	$ 681	$ 1,204
Deferred revenue, current	32,260	17,240
Due to related parties	14,377	5,152
Total current liabilities	47,318	23,596
Long-term liabilities:		
Deferred revenue, net of current	51,615	36,749
Total liabilities	98,933	60,345
Commitments and contingencies (Notes 4 and 5)		
Members' deficit	(30,151)	(10,177)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 68,782	$ 50,168

See accompanying notes to financial statements.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Revenues:			
Franchise fees	$ 5,114	$ 15,421	$ 590
Royalty fees	18,878	3,400	-
Total revenues	23,992	18,821	590
Expenses:			
General and administrative expenses	51,936	31,465	6,961
Loss from operations	(27,944)	(12,644)	(6,371)
Other income	-	333	-
NET LOSS	$ (27,944)	$ (12,311)	$ (6,371)

See accompanying notes to financial statements.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
STATEMENTS OF CHANGES IN MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Members' equity (deficit) - beginning	$ (10,177)	$ (1,415)	$ 3,329
Net loss	(27,944)	(12,311)	(6,371)
Contributions	7,970	16,644	1,627
Distributions	-	(13,095)	-
MEMBERS' DEFICIT - ENDING	$ (30,151)	$ (10,177)	$ (1,415)

See accompanying notes to financial statements.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Cash flows from operating activities:			
Net loss	$ (27,944)	$ (12,311)	$ (6,371)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Changes in assets and liabilities:			
Accounts receivable	(481)	(890)	-
Prepaid expenses	1,820	(420)	(1,400)
Accounts payable	(523)	1,204	(1,627)
Due to related parties	9,225	5,152	-
Deferred charges	(14,379)	(13,579)	(11,194)
Deferred revenue	29,886	19,579	34,410
Net cash provided by (used in) operating activities	(2,396)	(1,265)	13,818
Cash provided by financing activities:			
Contributions	7,970	3,549	1,627
Net increase in cash	5,574	2,284	15,445
Cash - beginning	22,685	20,401	4,956
CASH - ENDING	$ 28,259	$ 22,685	$ 20,401

See accompanying notes to financial statements.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and nature of operations

The Juice House Franchise, LLC (the "Company") was formed on November 13, 2018, as a limited liability company. The Company was established to offer and sell franchises for businesses known as "The Juice House" in the United States of America, pursuant to a non-exclusive license agreement between the Company and The Juice House IP Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Franchisees will establish and operate specialized juice bars that offer healthy nutrition alternatives, such as pure juices, smoothies, bowls, and healthy snacks.

As a limited liability company, the members are not liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort or otherwise, unless the members have signed a specific guarantee.

Basis of presentation

The accompanying financial statements are presented in U.S. dollars and have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition

The Company derives its revenues from royalties, franchise fees and other franchise related fees and services.

Contract consideration from franchising primarily consists of initial or renewal franchise fees, sales-based royalties, fixed advertising fund fees, and transfer fees payable by a franchisee for the transfer of a franchise unit to another franchisee. The initial franchise fees are nonrefundable and collected when the underlying franchise agreement is signed by the franchisee. Sales-based royalties and fixed advertising fund fees are payable weekly or monthly. Renewal fees are payable when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Franchise fees

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those obligations include site selection, training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2021-02, *Franchisors - Revenue from Contracts with Customers* (Subtopic 952-606) ("ASU 2021-02") are recognized as a single performance obligation. In January 2021, FASB issued ASU 2021-02, which permits franchisors that are not public business entities to elect a practical expedient to account for pre-opening services provided to its franchisees as distinct from the franchise license if the services are consistent with those included in ASU 2021-02. This accounting policy election would recognize all of those pre-opening services as a single performance obligation. This standard is effective in interim and annual periods beginning after December 15, 2020, with early adoption permitted. The Company elected to early adopt the practical expedient effective January 1, 2020, using the full retrospective transition method.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied. Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Royalty fees

Royalty fees are earned as a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties, which represent sales-based royalties that are related entirely to the use of the Company's intellectual property, are recognized as franchisee sales occur and the royalties are deemed collectible.

Periodically, the Company may conduct audits of the records of its franchisees to verify the accuracy of the revenue reported by the franchisees upon which the royalties paid to the Company are based. Any adjustments resulting from such audits are recorded in the year in which the audits are completed and the adjustments are known.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and are amortized over the term of the franchise agreement.

Accounts receivable

Accounts receivable consist primarily of royalties and initial franchise fees due from franchisees. Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific franchisee accounts: franchisee creditworthiness, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. At December 31, 2022, 2021 and 2020, accounts receivable were $1,371, $890 and $-, respectively. At December 31, 2022, and 2021, there was no allowance for doubtful accounts.

Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management has determined that as of December 31, 2022, all of its accounts receivable were fully collectible.

Income taxes

As a limited liability company, the Company is treated as a partnership for federal and substantially all state income tax purposes. Accordingly, no provision has been made for income taxes in the accompanying financial statements, since all items of income or loss are required to be reported on the income tax returns of the members, who are responsible for any taxes thereon.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. Management has evaluated the tax positions that the Company expects to take and has concluded that there are no uncertain tax positions that require any adjustments to the financial statements.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Franchise outlets

The following data reflects the status of the Company's franchise outlets as of December 31, 2022, 2021 and 2020:

	2022	2021	2020
			-
Franchises sold during the year	1	1	1
Franchises purchased during the year	-	-	-
Franchised outlets in operation during the year	1	1	-
Franchisor owned outlets in operation during the year	-	-	-

Variable interest entities

In October 2018, FASB issued ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements. The Company has elected to adopt and apply the alternative accounting and disclosures for certain variable interest entities provided to private companies pursuant to U.S. GAAP. The Company has determined that the related parties described in Note 5 meet the conditions under the standard, and accordingly, is not required to include the accounts of related parties in the Company's financial statements.

Recently issued but not yet effective accounting pronouncements

In June 2016, FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). The amendments in this update require a new topic to be added (Topic 326) to the ASC and removes the thresholds that entities apply to measure credit losses on financial instruments measured at amortized cost, such as loans, trade receivables, reinsurance recoverables, and off-balance sheet credit exposures, and held-to-maturity securities. Under current U.S. GAAP, entities generally recognize credit losses when it is probable that the loss has been incurred.

The guidance under ASU 2016-13 will remove all current recognition thresholds and will require entities under the new current expected credit loss ("CECL") model to recognize an allowance for credit losses for the difference between the amortized cost basis of a financial instrument and the amount of amortized cost that an entity expects to collect over the instrument's contractual life. The new CECL model is based upon expected losses rather than incurred losses. Additionally, the credit loss recognition guidance for available-for-sale securities is amended and will require that credit losses on such debt securities be recognized as an allowance for credit losses rather than a direct write-down of amortized cost balance. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is evaluating the effect that ASU 2016-13 will have on its financial statements and related disclosures.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 10, 2023, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 2. LIQUIDITY AND GOING CONCERN

As indicated in the accompanying audited financial statements, the Company had a net loss of approximately $28,000 for the year ended December 31, 2022, and a members' deficit of approximately $30,000. Management of the Company has considered whether there is substantial doubt about its ability to continue as a going concern due to consecutive losses from operations for the years ended December 31, 2022 and 2021, and the members' deficits.

Management believes that its business will turn around in 2023 as they continue to open more franchise locations. A second location is expected to begin to pay royalties to the Company in 2023. The Company also believes that they will sign additional franchise agreements which will provide an influx of cash to the Company. Based on its latest sales and cash flow projections, management believes that the Company will be able to generate sufficient cash flows from operations to meet its obligations.

The accompanying audited financial statements have been prepared assuming that the Company will continue as a going concern.

NOTE 3. REVENUES AND RELATED-CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from franchisees located in the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States and its ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	2022	2021	2020
Point in time:			
Royalties	$ 18,878	$ 3,400	$ -
Franchise fees	-	12,800	-
Total point in time	18,878	16,200	-
Over time:			
Royalties	-	-	-
Franchise fees	5,114	2,621	590
Total over time	5,114	2,621	590
Total revenues	$ 23,992	$ 18,821	$ 590

NOTE 3. REVENUES AND RELATED-CONTRACT BALANCES (CONTINUED)

Contract balances

Contract assets are comprised of unamortized commission costs incurred to obtain franchise agreements, which are presented as "Deferred charges" in the accompanying balance sheets. A summary of significant changes in deferred charges as of December 31, 2022 and 2021, is as follows:

	2022	2021
Deferred charges - beginning of year	$ 24,773	$ 11,194
Additional costs incurred	17,575	15,000
Commission costs recognized during the year	(3,196)	(1,421)
Deferred charges - end of year	$ 39,152	$ 24,773

Deferred charges are expected to be amortized over the remaining term of the associated franchise agreement as follows:

Year ending December 31:	Amount
2023	$ 4,408
2024	4,408
2025	4,408
2026	4,408
2027	4,408
Thereafter	17,112
Total	$ 39,152

Contract liabilities are comprised of unamortized initial and renewal franchise fees received from franchisees, which are presented as "Deferred revenue" in the accompanying balance sheets. A summary of significant changes in deferred revenue as of December 31, 2022 and 2021, is as follows:

	2022	2021
Deferred revenue at beginning of year	$ 53,989	$ 34,410
Additions for initial/renewal franchise fees received	35,000	35,000
Deferred fee uncollectible	-	-
Revenue recognized during the year	(5,114)	(15,421)
Deferred revenue at end of year	$ 83,875	$ 53,989

NOTE 3. REVENUES AND RELATED-CONTRACT BALANCES (CONTINUED)

Contract balances (continued)

Deferred revenue is expected to be recognized as revenue over the remaining term of the associated franchise agreement as follows:

Year ending December 31:	Amount
2023	$ 32,260
2024	6,600
2025	6,600
2026	6,600
2027	6,600
Thereafter	25,215
Total	$ 83,875

NOTE 4. COMMITMENTS AND CONTINGENCIES

Trademark license agreement

The Company entered into a 10-year licensing agreement with the Licensor, which is related to the Company through common ownership. The Licensor granted the Company a non-exclusive, non-assignable right and license for the use of certain trademarks, service marks, trade names, trade dress, designs and logos, and all goodwill symbolized thereby, which have been used in connection with the goods and services offered by the Juice House franchise system and businesses operated thereunder. The agreement is set to expire on January 31, 2029.

Legal matters

The Company is subject to various legal matters which may arise during the ordinary course of business. At December 31, 2022 and 2021, the Company was unaware of any such matters which would have a material effect on the Company's financial statements.

NOTE 5. RELATED-PARTY TRANSACTIONS

In the ordinary course of business, the Company periodically collects funds and pays expenses on behalf of a member-owned franchise. At December 31, 2022, the Company had a net outstanding payable balance to the member-owned franchise of $14,377.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2021 AND 2020

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

Table of Contents

CITRINCOOPERMAN®

Citrin Cooperman & Company, LLP
Certified Public Accountants

290 W. Mt. Pleasant Ave, Suite 3310
Livingston, NJ 07039
T 973.218.0500 **F** 973.218.7160
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT

To the Members
The Juice House Franchise, LLC

Opinion

We have audited the accompanying financial statements of The Juice House Franchise, LLC (a limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in members' equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years 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. 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 these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

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 generally accepted auditing standards 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.

In performing an audit in accordance with generally accepted auditing standards, 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.

Citrin Cooperman & Company, LLP

CERTIFIED PUBLIC ACCOUNTANTS

Livingston, New Jersey
June 27, 2022

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS		
Current assets:		
Cash	$ 22,685	$ 20,401
Account receivable	890	-
Deferred charges, current	2,650	306
Prepaid expenses	1,820	1,400
Total current assets	28,045	22,107
Other assets:		
Deferred charges, net of current	22,123	10,888
TOTAL ASSETS	$ 50,168	$ 32,995
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Accounts payable	$ 1,204	$ -
Deferred revenue, current	17,240	15,020
Due to related parties	5,152	-
Total current liabilities	23,596	15,020
Long-term liabilities:		
Deferred revenue, net of current	36,749	19,390
Total liabilities	60,345	34,410
Commitments and contingencies (Note 4)		
Members' deficit	(10,177)	(1,415)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 50,168	$ 32,995

See accompanying notes to financial statements.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
Revenues:		
Franchise fees	$ 15,421	$ 590
Royalty fees	3,400	-
Total revenues	18,821	590
Expenses:		
General and administrative expenses	31,465	6,961
Loss from operations	(12,644)	(6,371)
Other income	333	-
NET LOSS	$ (12,311)	$ (6,371)

See accompanying notes to financial statements.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
STATEMENTS OF CHANGES IN MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

Members' equity - January 1, 2020	$ 3,329
Net loss	(6,371)
Contributions	1,627
Members' deficit- January 1, 2021	(1,415)
Net loss	(12,311)
Contributions	16,644
Distributions	(13,095)
MEMBERS' DEFICIT - DECEMBER 31, 2021	$ (10,177)

See accompanying notes to financial statements.

THE JUICE HOUSE FRANCHISE, LLC
(A Limited Liability Company)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
Cash flows from operating activities:		
Net loss	$ (12,311)	$ (6,371)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Changes in assets and liabilities:		
Accounts receivable	(890)	-
Prepaid expenses	(420)	(1,400)
Accounts payable	1,204	(1,627)
Due to related parties	5,152	-
Deferred charges	(13,579)	(11,194)
Deferred revenue	19,579	34,410
Net cash provided by (used in) operating activities	(1,265)	13,818
Cash provided by financing activities:		
Contributions	3,549	1,627
Net increase in cash	2,284	15,445
Cash - beginning	20,401	4,956
CASH - ENDING	$ 22,685	$ 20,401

See accompanying notes to financial statements.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and nature of operations

The Juice House Franchise, LLC (the "Company") was formed on November 13, 2018, as a limited liability company. The Company was established to offer and sell franchises for businesses known as "The Juice House" in the United States of America, pursuant to a non-exclusive license agreement between the Company and The Juice House IP Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Franchisees will establish and operate specialized juice bars that offer healthy nutrition alternatives, such as pure juices, smoothies, bowls, and healthy snacks.

As a limited liability company, the members are not liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort or otherwise, unless the members have signed a specific guarantee.

Basis of presentation

The accompanying financial statements are presented in U.S. dollars and have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition

Franchise fees

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those obligations include site selection, training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2021-02, *Franchisors - Revenue from Contracts with Customers* (Subtopic 952-606) ("ASU 2021-02"), are recognized as a single performance obligation. In January 2021, FASB issued ASU 2021-02, which permits franchisors, that are not public business entities, to elect a practical expedient to account for pre-opening services provided to its franchisees as distinct from the franchise license if the services are consistent with those included in ASU 2021-02. This accounting policy election would recognize all of those pre-opening services as a single performance obligation. This standard is effective in interim and annual periods beginning after December 15, 2020, with early adoption permitted. The Company elected to early adopt the practical expedient effective January 1, 2020, using the full retrospective transition method.

NOTE 1. <u>ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)</u>

<u>Revenue recognition (continued)</u>

Franchise fees (continued)

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied. Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Royalties fees

Royalties fees are earned as a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties which represent sales-based royalties that are related entirely to the use of the Company's intellectual property are recognized as franchisee sales occur and the royalty are deemed collectible.

Periodically, the Company may conduct audits of the records of its franchisees to verify the accuracy of the revenue reported by the franchisees upon which the royalties paid to the Company are based. Any adjustments resulting from such audits are recorded in the year in which the audits are completed and the adjustments are known.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and are amortized over the term of the franchise agreement.

<u>Accounts receivable</u>

Accounts receivable consist primarily of royalties and initial franchise fees due from franchisees. Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific franchisees' accounts: franchisee creditworthiness, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. At December 31, 2021, 2020 and 2019, accounts receivable were $890, $- and $-, respectively. At December 31, 2021, 2020 and 2019, there was no allowance for doubtful accounts.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable (continued)

Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management has determined that as of December 31, 2021, all of its accounts receivable were fully collectible.

Income taxes

As a limited liability company, the Company is treated as a partnership for federal and substantially all state income tax purposes. Accordingly, no provision has been made for income taxes in the accompanying financial statements, since all items of income or loss are required to be reported on the income tax returns of the members, who are responsible for any taxes thereon.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. Management has evaluated the tax positions that the Company expects to take and has concluded that there are no uncertain tax positions that require any adjustments to the financial statements.

Franchise outlets

The following data reflects the status of the Company's franchise outlets as of December 31, 2021 and 2020:

	2021	2020
Franchises sold	1	1
Franchises purchased	-	-
Franchised outlets in operation	1	-
Franchisor owned outlets in operation	-	-

Variable interest entities

In October 2018, FASB issued ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements. The Company has elected to adopt and apply the alternative accounting and disclosures for certain variable interest entities provided to private companies pursuant to U.S. GAAP. The Company has determined that related parties, as described in Note 4, meet the conditions under the standard, and accordingly, is not required to include the accounts of related parties in the Company's financial statements.

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently issued but not yet effective accounting pronouncements

In February 2016, FASB issued ASU No. 2016-02, *Leases* ("ASU 2016-02"). his update requires all leases with terms greater than 12 months to be recognized on the balance sheet through a right-of-use asset and a lease liability and the disclosure of key information pertaining to leasing arrangements. This new guidance is effective for years beginning after December 15, 2021, with early adoption permitted. The Company is evaluating the effect that ASU 2016-02 will have on its financial statements and related disclosures.

In June 2016, FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). The amendments in this update require a new topic to be added (Topic 326) to the ASC and removes the thresholds that entities apply to measure credit losses on financial instruments measured at amortized cost, such as loans, trade receivables, reinsurance recoverables, and off-balance sheet credit exposures, and held-to-maturity securities. Under current U.S. GAAP, entities generally recognize credit losses when it is probable that the loss has been incurred. The guidance under ASU 2016-13 will remove all current recognition thresholds and will require entities under the new current expected credit loss (“CECL”) model to recognize an allowance for credit losses for the difference between the amortized cost basis of a financial instrument and the amount of amortized cost that an entity expects to collect over the instrument’s contractual life. The new CECL model is based upon expected losses rather than incurred losses. Additionally, the credit loss recognition guidance for available-for-sale securities is amended and will require that credit losses on such debt securities should be recognized as an allowance for credit losses rather than a direct write-down of amortized cost balance. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is evaluating the effect that ASU 2016-13 will have on its financial statements and related disclosures.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through June 27, 2022, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 2. REVENUES AND RELATED-CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from franchisees located in the United States. The economic risks of the Company’s revenues are dependent on the strength of the economy in the United States and its ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

NOTE 2. REVENUES AND RELATED-CONTRACT BALANCES (CONTINUED)

Disaggregated revenues (continued)
Revenues by timing of recognition were as follows:

	2021	2020
Point in time:		
Royalties	$ 3,400	$ -
Franchise fees	12,800	-
Total point in time	16,200	-
Over time:		
Royalties	-	-
Franchise fees	2,621	590
Total over time	2,621	590
Total revenues	$ 18,821	$ 590

Contract balances
Contract assets are comprised of unamortized commission costs incurred to obtain franchise agreements, which are presented as "Deferred charges" on the accompanying balance sheets. A summary of significant changes in deferred charges as of December 31, 2021 and 2020, is as follows:

	2021	2020
Deferred charges - beginning of year	$ 11,194	$ -
Additional costs incurred	15,000	11,500
Commission costs recognized during the year	(1,421)	(306)
Deferred charges - end of year	$ 24,773	$ 11,194

Deferred charges are expected to be amortized over the remaining term of the associated franchise agreement as follows:

Year ending December 31:	Amount
2022	$ 2,650
2023	2,650
2024	2,650
2025	2,650
2026	2,650
Thereafter	11,523
Total	$ 24,773

Contract liabilities are comprised of unamortized initial and renewal franchise fees received from franchisees, which are presented as "Deferred revenue" in the accompanying balance sheets. A summary of significant changes in deferred revenue as of December 31, 2021 and 2020, is as follows:

NOTE 2. REVENUES AND RELATED-CONTRACT BALANCES (CONTINUED)

Contract balances (continued)

	2021	2020
Deferred revenue at beginning of year	$ 34,410	$ -
Additions for initial/renewal franchise fees received	35,000	35,000
Deferred fee uncollectible	-	-
Revenue recognized during the year	(15,421)	(590)
Deferred revenue at end of year	$ 53,989	$ 34,410

Deferred revenue is expected to be recognized as revenue over the remaining term of the associated franchise agreement as follows:

Year ending December 31:	Amount
2022	$ 17,240
2023	4,440
2024	4,440
2025	4,440
2026	4,440
Thereafter	18,989
Total	$ 53,989

NOTE 3. COMMITMENTS AND CONTINGENCIES

Trademark license agreement

The Company entered into a 10-year licensing agreement with the Licensor, which is related to the Company through common ownership. The Licensor granted the Company a non-exclusive, non-assignable right and license for the use of certain trademarks, service marks, trade names, trade dress, designs and logos, and all goodwill symbolized thereby, which have been used in connection with the goods and services offered by the Juice House franchise system and businesses operated thereunder. The agreement is set to expire on January 31, 2029.

Legal matters

The Company is subject to various legal matters which may arise during the ordinary course of business. At December 31, 2021 and 2020, the Company was unaware of any such matters which would have a material effect on the Company's financial statements.

NOTE 4. RELATED-PARTY TRANSACTIONS

In the ordinary course of business, the Company periodically collects funds on behalf of a member-owned franchise. At December 31, 2021, the Company had an outstanding payable balance to the member-owned franchise of $5,152.

NOTE 5. LIQUIDITY AND GOING CONCERN

As indicated in the accompanying audited financial statements, the Company had a net loss of approximately $12,000 for the year ended December 31, 2021, and a members' deficit of approximately $10,000. Management of the Company has considered whether there is substantial doubt about its ability to continue as a going concern due to consecutive losses from operations for the years ended December 31, 2021 and 2020, and the members' deficit.

Management believes that its business will turnaround in 2022 as they continue to open more franchise locations. A second location will begin to pay royalties to the Company in 2022. The Company also believes that they will sign additional franchise agreements which will provide an influx of cash to the Company. Based on its latest sales and cash flow projections, management believes that the Company is able to generate sufficient cash flows from operations to meet its obligations.

The accompanying audited financial statements have been prepared assuming that the Company will continue as a going concern.

EXHIBIT F
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

SAMPLE GENERAL RELEASE

This General Release (the "Release") is made this_____day of________________,________, byand between THE JUICE HOUSE FRANCHISE LLC ("Franchisor"), and __________________________, ("Franchisee") and_________("Guarantor").

BACKGROUND

A. On__________,_, Franchisee entered into a franchise agreement (the "Franchise Agreement") with Franchisor for the right to operate THE JUICE HOUSE™ franchised business at________________________(the "FRANCHISED BUSINESS").

B. In order to induce Franchisor to enter into the Franchise Agreement with Franchisee, on_,_____, Guarantor executed a guarantee (the "Guarantee") under which Guarantor agreed to personally guarantee, and act as a surety for, Franchisee's obligations to Franchisor under the Franchise Agreement.

C. Franchisee wishes to *[enter into a Successor Franchise Agreement; assign its rights and duties under the Franchise Agreement]* and has agreed to execute this Release as a condition of obtaining the consent of Franchisor in connection with the *[entry into the Successor Franchise Agreement; or assignment]*.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Release. Franchisee, Guarantor, and all persons and entities claiming by, through or under them, release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisor Releasees") from any and all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, judgments, costs, attorney's fees,actions or causes of action whatsoever, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Franchisor Releasees arising out of or related to the offer, sale and/or operation of the FRANCHISED BUSINESS, and the parties' rights or obligations under the Franchise Agreement and Guarantee, including, without limitation, claims arising underfederal, state and local laws, rules and ordinances.

2. This Release shall not be amended or modified unless such amendment or modification is signed by Franchisor, Franchisee and Guarantors. Franchisee and Guarantors acknowledge that the terms of this Release have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel.

3. In the event that Franchisor retains the services of legal counsel to enforce the terms of this Release, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Release.

4. This Release may be executed in duplicate, and each copy so executed shall be deemed an original. This Release may also be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. A signed copy of this Release transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Release. You agree that the electronic signatures or digital signatures (each an “e-Signature”) of any party to this Release shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. You agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party’s intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. You agree not to contest the admissibility or enforceability of either party’s e-Signature.

I HAVE READ THE ABOVE RELEASE AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS RELEASE IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

THE JUICE HOUSE FRANCHISE, LLC:

Attest:_________________ By:__________________________________

Franchisee:

Attest:_________________ By:__________________________________

Guarantor:

Witness:_________________ By:_______________________________________
, individually

Witness:_________________ By:_______________________________________
, individually

EXHIBIT G
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

The following are additional disclosures for the Franchise Disclosure Document of THE JUICE HOUSE FRANCHISE LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

> **1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHINGIN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE ORPROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size,nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor chargeor has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such personfrom membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actionsaffecting a license as a real estate

broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend**,” and Item 17(m), entitled “**Conditions for franchisor approval of transfer**”:

However, to the extent required by applicable law, all rights you enjoy and any causes ofaction arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Terminationby franchisee**”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law ofthe State of New York

EXHIBIT H
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUAL TABLE OF CONTENTS

THE JUICE HOUSE - OPERATIONS MANUAL

Section 1 - Table of Contents

Section 2 - Table of Contents

Section 3 - Table of Contents

Section 4 - Table of Contents

Section 5 - Table of Contents

Section 6 - Table of Contents

Section 7 - Table of Contents

Section 8 - Table of Contents

Section 9 - Table of Contents

Section 10 - Table of Contents

EXHIBIT I
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES – 2023

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

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

STATE	EFFECTIVE DATE
New York	

EXHIBIT J
TO THE JUICE HOUSE FRANCHISE LLC FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

Item 23 – Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other informationin plain language. Read this disclosure document and all agreements carefully.

If THE JUICE HOUSE FRANCHISE, LLC 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 or grant. New York State Law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If THE JUICE HOUSE FRANCHISE, LLC 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 in **Exhibit A**.

The franchisor is THE JUICE HOUSE FRANCHISE, LLC, located at: 510 North Avenue, Garwood, New Jersey 07027

Date of Issuance: April 10, 2023

The franchise seller for this offering is: [*Check all that apply.*]

☐	Arielle Cassidy 510 North Avenue, Garwood, New Jersey 07027 908-232-1377	☐	Ryne Boyle 510 North Avenue, Garwood, New Jersey 07027 908-232-1377
☐	Frank Baeli 190 North Ave, East Cranford, NJ 07016 (732) 853-7033	☐	

THE JUICE HOUSE FRANCHISE, LLC authorizes 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 April 10, 2023 that included the following Exhibits:

A State Administrators/Designation of Agent for Service of Process
B Franchise Agreement
C List of Current Franchisees
D List of Former Franchisees
E Financial Statements
F Sample Release Agreement
G State Specific Addenda
H Table of Contents of Operations Manual
I State Effective Dates
J Receipts

Date: ______________________________

(Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

KEEP THIS COPY FOR YOUR RECORDS.

Item 23 – Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other informationin plain language. Read this disclosure document and all agreements carefully.

If THE JUICE HOUSE FRANCHISE, LLC 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, thefranchisor or an affiliate in connection with the proposed franchise sale or grant. New York State Law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment ofany consideration that relates to the franchise relationship.

If THE JUICE HOUSE FRANCHISE, LLC 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 lawmay have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in **Exhibit A**.

The franchisor is THE JUICE HOUSE FRANCHISE, LLC, located at: 510 North Avenue, Garwood,New Jersey 07027

Date of Issuance: April 10, 2023

The franchise seller for this offering is: [*Check all that apply.*]

☐	Arielle Cassidy 510 North Avenue, Garwood, New Jersey 07027 908-232-1377	☐	Ryne Boyle 510 North Avenue, Garwood, New Jersey 07027 908-232-1377
☐	Frank Baeli 190 North Ave, East Cranford, NJ 07016 (732) 853-7033	☐	

THE JUICE HOUSE FRANCHISE, LLC authorizes 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 April 10, 2023 that included the following Exhibits:

A State Administrators/Designation of Agent for Service of Process
B Franchise Agreement
C List of Current Franchisees
D List of Former Franchisees
E Financial Statements
F Sample Release Agreement
G State Specific Addenda
H Table of Contents of Operations Manual
I State Effective Dates
J Receipt

Date: ___________________________

(Do not leave blank)

____

Signature of Prospective Franchisee

____

Print Name

Please sign this copy of the receipt, date your signature, and return it to THE JUICE HOUSEFRANCHISE LLC at: 510 North Avenue, Garwood, New Jersey 07027