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FRANCHISE DISCLOSURE DOCUMENT
TJS FRANCHISE LLC

a Delaware limited liability company
c/o The Juice Shop Kitchen & Juicery
1200 Morris Turnpike
Short Hills, New Jersey 07078
(973) 315-9666
www info@thejuiceshopny com
info@thejuiceshopny com

The franchise offered is for a quick-service restaurant offering a menu specializing in breakfast bowls, salads, Poke, kale and acai bowls, smoothies, juice blends, and juice cleanses The franchise operates under the name "The Juice Shop Kitchen & Juicery" and offers take-out service Dine-in, delivery and catering services may be provided from the restaurant with our prior written approval

The total investment necessary to begin operation of a The Juice Shop Kitchen & Juicery franchise $244,700 to $634,500 This includes $40,000 to $72,500 that must be paid to the franchisor and/or its affiliates

If you enter into a Multi-Unit Operator Agreement to develop multiple restaurants, you will pay a development fee when you sign the Multi-Unit Operator Agreement To enter into a Multi-Unit Operator Agreement, you will commit to develop a minimum of five restaurants If you commit to develop between five and nine restaurants, you will pay a development fee of 100% of the initial franchise fee for three restaurants, plus a deposit of 50% of the initial franchise fee for each additional restaurant If you commit to develop 10 or more restaurants, you will pay a development fee of 100% of the initial franchise fee for five restaurants, plus a deposit of 50% of the initial franchise fee for each additional restaurant The total estimated investment under a Multi-Unit Operator Agreement for five restaurant franchises, including the costs to build and equip the first restaurant, is $336,700 to $727,000 This includes $120,000 that must be paid to the franchisor and/or its affiliates The total investment under a Multi-Unit Operator Agreement will vary depending on the number of restaurants to be developed

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no government agency has verified the information contained in this document**

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 Eli Halali at 1200 Morris Turnpike, Short Hills, New Jersey 07078, and info@thejuiceshopny com

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

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit I for information about the franchisor or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN THE STATE OF NEW JERSEY OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO ARBITRATE AND LITIGATE WITH US IN THE STATE OF NEW JERSEY THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT STATE THAT NEW JERSEY LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY THIS FRANCHISE COULD BE A HIGHER RISK INVESTMENT THAN A SYSTEM WITH A LONGER OPERATING HISTORY

4 THE FRANCHISOR HAS THE RIGHT TO BUY BACK THE RESTAURANT AT ANY TIME AFTER IT HAS OPENED FOR SIX TIMES THE RESTAURANT'S EBITDA OR 200% OF THE RESTAURANT'S ASSETS (DEPENDING ON HOW LONG THE RESTAURANT HAS BEEN OPEN) HOWEVER, THIS MAY NOT REIMBURSE YOU FOR ALL AMOUNTS PAID INCLUDING INITIAL FRANCHISE FEE, BUILDOUT OR ANY OTHER COSTS

5 WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR PRINCIPAL TRADEMARK THEREFORE, OUR TRADEMARK DOES NOT HAVE AS 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

6 THE FRANCHISEE OR MULTI-UNIT DEVELOPER WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $244,700 TO $727,000 THESE AMOUNTS EXCEED THE FRANCHISOR'S STOCKHOLDER'S EQUITY AS OF APRIL 12, 2018, WHICH IS $102,010

7 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Effective Date See next page for state effective dates

- TJS 5 LLC, a New York limited liability company formed on November 10, 2015 and headquartered at 345 Adams Street, Brooklyn, New York This affiliate owns and operates one business of the type being franchised which has been in operation since February 2016 This affiliate is not an approved supplier of any product or service you must purchase or lease

- TJS6 LLC, a New York limited liability company formed on February 22, 2016 and headquartered at 359 West 39th Street, New York, New York This affiliate owns and operates an order pickup kiosk, which is not a business of the type being franchised The kiosk has been in operation since April 2016 This affiliate is not an approved supplier of any product or service you must purchase or lease

- TJS7 LLC, a New Jersey limited liability company formed on July 12, 2016 and headquartered at 1200 Morris Turnpike, Short Hills, New Jersey This affiliate owns and operates one business of the type being franchised which has been in operation since June 2017 This affiliate is not an approved supplier of any product or service you must purchase or lease

Description of Franchise

The franchise offered is for a quick-service restaurant We offer a menu specializing in breakfast bowls, salads, Poke, kale and acai bowls, smoothies, juice blends, and juice cleanses Each Restaurant will offer take-out service You must have our prior written approval to offer dine-in, catering and/or delivery services The Restaurants are generally located in high traffic locations, including strip mall complexes, shopping malls, lifestyle centers and free-standing locations Restaurants located in urban areas will typically need between 500 and 1,200 square feet of space Restaurants located in suburban areas will typically need between 600 and 1,500 square feet of space

The Restaurants operate under the trade name and Mark "The Juice Shop Kitchen & Juicery" and the additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin identified in Item 13 These principal marks and all other marks which may be designated by us in the future in writing for use with the System (defined below) are referred to in this Disclosure Document as the "Marks" or "Proprietary Marks" The Juice Shop Kitchen & Juicery Restaurants are operated under the Marks and the System in accordance with the terms of the Franchise Agreement

The Restaurants are established and operated under a comprehensive and unique system (the "System") The System includes distinctive signage, interior and exterior design, decor and color scheme, special recipes and menu items, which may include proprietary products and ingredients, uniform standards, specifications, and procedures for operations, quality and uniformity of products and services offered, inventory, management and financial control procedures (including point of sale and tracking systems), training and assistance, and advertising and promotional programs all of which we may change, improve, and further develop, in our discretion Certain aspects of the System are more fully described in this Disclosure Document and the Confidential Operations Manual, which you should expect to evolve over time and that will be provided to you as a franchisee

Franchise Agreement

We offer the right to establish and operate a Restaurant under the terms of a single unit franchise agreement (the "Franchise Agreement"), attached as Exhibit B to this Disclosure Document You may be an individual, corporation, partnership or other form of legal entity Under the Franchise Agreement, form purchasing or distribution cooperatives in the future We reserve the right to set up a purchasing or distribution cooperative for the ingredients and other items you must purchase 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 may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Restaurants in our System If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services you must purchase or lease, and we may refuse to approve proposals from franchisees to add new products or suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Restaurants We do not provide any material benefit, such as the grant of additional or renewal franchises, to franchisees for using the suppliers we designate When determining whether to grant new or additional franchises we consider many factors, including compliance with the requirements described in this Item 8

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors We or our affiliates will have all of your right, title, and interest in and to any and all of these Allowances We or our affiliates may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor) If we contribute any Allowances from approved suppliers to the Worldwide Creative Marketing Fund, it will not reduce or eliminate your obligation to pay the Worldwide Creative Marketing Fee During the fiscal year ended December 31, 2017, we and our affiliates did not earn any Allowances

We estimate that your purchases from us, approved suppliers, or that must conform to our specifications, will represent approximately 80% to 82% of your total purchases in establishing the Restaurant, and approximately 75% to 85% of your total purchases in the continuing operation of the Restaurant

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Restaurant) and other items we designate must bear the Marks in the form, color, location and manner we prescribe In addition, all advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements specified in the Manual or otherwise in writing You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use Any advertising and promotional materials you submit to us for our review will become our property

We must accept your request for a Restaurant site before you acquire the site You must also obtain our approval of any contract of sale or lease for the Restaurant before you sign the contract or lease At our request, you and your landlord must sign a Collateral Assignment of Lease with us (Attachment B to the Franchise Agreement) which will permit your lease to be assigned to us on the expiration or termination of your Franchise Agreement

If we permit you to provide catering and delivery services from your Restaurant, we anticipate that your employees will use their personal vehicles to provide any catering or delivery services from the Restaurant We reserve the right to require you to have temporary signage placed on each delivery vehicle It is not a requirement to have your car wrapped We expect that all delivery vehicles will be kept clean, in good working order and properly registered and insured You must have each person

5 On-site location evaluations, if you request that we provide this, which will be at your cost You must pay our per diem fee for our representative, as well as reimburse our representative's travel, lodging and meals (Multi-Unit Operator Agreement – Section 8 4)

6 We will provide other resources and assistance as may be developed and offered to our Multi-Unit Operators (Multi-Unit Operator Agreement – Section 8 5)

Franchise Agreement Before the opening of a Restaurant we will provide the following assistance and services

1 Our written materials on how to analyze potential sites and markets (Franchise Agreement, Article 5 1) Once we have accepted your request for the site for your Restaurant, we will determine the boundaries of your Designated Territory

2 On-site location evaluations, if you request that we provide this, which will be at your cost You must pay our per diem fee for our representative, as well as reimburse our representative's travel, lodging and meals (Franchise Agreement, Article 5 2)

3 On loan, one set of prototype specifications and layouts for building and furnishing the Restaurant for your architect and general contractor to adapt to the Restaurant, at your expense (Franchise Agreement, Article 5 3) We will review your final plans, specifications and blueprints for conformity to our standards and specifications (Franchise Agreement, Article 2 4) We will not provide you with assistance in conforming the location to local ordinances or building codes We will not obtain the required permits, and/or construction, remodeling or for decorating the location

4 On loan, our Manual, which we may revise during the term of your Franchise Agreement (Franchise Agreement, Article 5 4)

5 A list of our approved suppliers, which includes the suppliers of any fixtures, equipment, signs, supplies, goods and inventory you must purchase The list of approved suppliers is subject to change during the term of your Franchise Agreement (Franchise Agreement, Article 5 9)

6 HQ Initial Training at our headquarters, at an existing Restaurant or at another location we designate (Franchise Agreement, Article 6 4) We will not provide you any assistance in the hiring of your employees

7 Review of your grand opening advertising campaign to promote the opening of your Restaurant We reserve the right to create a grand opening advertising campaign for you to conduct or to collect the money for you and conduct the campaign on your behalf (Franchise Agreement, Article 8 8)

8 One of our representatives for a period of up to five days around your scheduled opening to provide on-site pre-opening assistance and training and which you must pay a $10,000 fee to us If you request us to provide additional on-site opening assistance and training, then you must pay to us our then-current per diem fee (see Item 6) for our representative and reimburse our representative's travel, lodging and meals If you are opening your second or later Restaurant, we reserve the right to not provide opening assistance (Franchise Agreement, Article 6 5)

Continuing Obligations

Franchise Agreement During the operation of a Restaurant, we will provide the following assistance and services

If a Cooperative is formed and approved by us, each Cooperative member will contribute up to 0 5% of Gross Sales to the Cooperative, as determined by the Cooperative members Restaurants owned by us and our affiliates will pay into the Cooperative on the same basis as you All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative, if any The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval as described above The Cooperative is not required to prepare an annual financial statement Each member of the Cooperative will have one vote on all Cooperative matters, but no franchisee (or commonly controlled group of franchisees) may have more than 25% of the total vote Currently there are no Cooperatives in the System

Promotional Programs You must also participate in any other advertising, promotional or marketing programs to advertise the Marks and Restaurants The cost for participation in promotional programs will vary depending on the length and type of promotion The costs will include labor, marketing materials, furniture, equipment and/or food The cost of promotional programs varies, depending on length and type of promotion We estimate the approximate cost for a 7-day program is $4,200 or $600/day and payable to local vendors These promotions, if not designated by us, must first be approved by us as described above

Website / Intranet / Social Media We alone may establish, maintain, modify or discontinue all Internet, worldwide web and electronic commerce activities pertaining to the System We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Restaurant a "click through" subpage at our website for the promotion of your Restaurant If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Restaurant, you must routinely provide us with updated copy, photographs and news stories about your Restaurant suitable for posting on your "click through" subpage We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage

Any websites or other modes of electronic commerce that we establish or maintain, including but not limited to any mobile applications ("apps") that we may introduce, may, in addition to advertising and promoting the products, programs or services available at The Juice Shop Kitchen & Juicery Restaurants — also be devoted in part to offering The Juice Shop Kitchen & Juicery franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) can be done You may not maintain your own website, otherwise maintain a presence or advertise on the Internet or any other mode of electronic commerce in connection with your Restaurant, establish a link to any website we establish at or from any other website or page, or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "The Juice Shop Kitchen & Juicery" name or any name confusingly similar to the Proprietary Marks

You are not permitted to promote your Restaurant or use any of the Proprietary Marks in any manner on any social or networking websites or on the Internet without our prior written consent We will control all social media initiatives You must comply with our System standards regarding the use of social media in your Franchised Business's operation, including prohibitions on your and the Franchised Business's employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social

HQ INITIAL TRAINING PROGRAM			
Column 1 Subject	Column 2 Hours of Classroom Instruction	Column 3 Hours of On-the-Job Training	Column 4 Location
Cook Training, Franchisee Training	0	24	Our Headquarters or our affiliates' location in Short Hills, NJ
Cook Training	0	24	Our Headquarters or our affiliates' location in Short Hills, NJ
Cook Training, Counter Training	0	8	Your Restaurant
TOTAL	**40**	**80**	

*This table does not include the required third-party offsite training program (Pal's or similar program)

Our classroom and on-the-job training are integrated The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you The time periods allocated to each subject being taught may vary based on the individual needs and experience level of the trainees

Training

You must maintain a combined total of at least one General Managers and two Managers employed at your Restaurant that maintain current certifications from us We maintain certification requirements which we expect to change and evolve over time, but which will be applied System-wide Our certification requirements include the individual being able to satisfactorily perform and being capable of cross-training staff members to perform every station in the Restaurant

In addition to our certification requirements and HQ Initial Training, your General Manager, Managers and any other personnel we designate must be ServSafe certified and other similar industry certifications we may require These industry certification programs are offered at various facilities and must be arranged and paid for by you The cost of these certifications are not included in the initial franchise fee and we do not provide these certifications You and your staff may be required to attend periodic training to maintain specific industry certifications

If, during the term of your Franchise Agreement, you request that we provide additional training on-site at your Restaurant, or if we determine that it you need this additional on-site training, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for our trainers' expenses, such as costs of travel, lodging, and meals

After the opening of the Restaurant, you must attend and successfully complete annual or periodic refresher training programs and attend annual meetings of our franchisees We may designate that attendance at any refresher training program and annual meeting as mandatory for specific Restaurant personnel, or specifically those franchisees in operational default The location for the refresher training and annual meetings will be at our headquarters, a conference center, a resort or hotel close to our headquarters, or other location we designate We will not designate an unreasonably expensive location prior to your scheduled opening date Our approval may be subject to our satisfactory inspection of the franchised Restaurant and compliance with the Franchise Agreement

If you are a Franchisee, you must open the Restaurant and begin business within 12 months of signing the Franchise Agreement If the Restaurant is not open within this timeframe, except for circumstances beyond your control, you must pay us a non-refundable delayed opening fee equal to $100 per day for each day that your opening is delayed, up to a maximum of 90 additional days If your Restaurant is not open after this additional 90 day period, then we may terminate your Franchise Agreement or we may require you to continue paying the delayed opening fee until your Restaurant has opened Additionally, before opening the Franchised Business, you must sign and deliver to us an Americans with Disabilities Certification (in the form that is attached as Attachment M to the Franchise Agreement) certifying to us that the Franchised Business and any proposed renovations comply with the Americans with Disabilities Act

If you are a Multi-Unit Operator, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Operator Agreement For each additional Restaurant you commit to develop, you must sign the Franchise Agreement and pay the remaining Initial Franchise Fee (if any) within 10 days after your receipt of the Franchise Agreement The typical length of time between the signing of the Franchise Agreement and the opening of your Restaurant is the same as for an individual franchisee For each Restaurant you develop after the first one, the Restaurants must begin business according to the dates set forth in your Minimum Performance Schedule

Computer System You must purchase or lease and use an approved computer system (point of sale system, hardware and software) that meets our specifications and that is capable of communicating electronically with our computer system Our specific requirements for the hardware and software components of the computer system will be included in our Manual The point of sale system is used to collect and monitor point of sale information, create business reports (sales analyses, cost of goods sold, etc), and may be used to collect and keep track of inventory, payroll, time clock and accounting information, processing gift cards and loyalty cards, and credit card sales

You must make sure that we have independent access to your computer system at the times and in the manner we specify, at your cost The computer system will give us immediate and independent access to the information generated and stored by the system, and there is no contractual limitation on our access or use of the information we obtain You must install and maintain equipment in accordance with our specifications to permit us to access the computer system at the Restaurant premises as described above You must have a high speed Internet connection at all times This will permit us to independently inspect and monitor information concerning your Restaurant's Gross Sales and any other information that may be contained in the computer system

The approved supplier for the computer system, if we designate one, will be included in the Manual We expect that the computer system, including point of sale system, per terminal licensing fee, multi-function printer, router, cash drawer, online ordering solution and mobile device integration application, will cost approximately $1,500 and $3,000, including the software license fee per each terminal You must purchase a maintenance contract for your computer system, which we anticipate will cost approximately $100 to $200 per month

You must obtain any upgrades and/or updates to the software used with the computer system, at your expense In addition, we may require you to update and/or upgrade all or a portion of your computer system during the term of your Franchise Agreement, at your expense The Franchise Agreement does not limit our ability to require you to update and/or upgrade your computer system or the cost of any dates agreed upon in the Minimum Performance Schedule Failure to do so will be grounds for either a loss of territorial rights or the termination of the Multi-Unit Operator Agreement

Upon completion of the Minimum Performance Schedule, your development rights under the Multi-Unit Operator Agreement with respect to the Development Area will terminate and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Restaurants within the Development Area

There are no minimum sales goals, market penetration or other contingency that you must meet to keep your development rights to your Development Area, except that you must meet your Minimum Performance Schedule

You are not granted any other option, right of first refusal or similar right to acquire additional Restaurants in your Development Area under the Multi-Unit Operator Agreement, except as described above

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us, including the Marks described in Item 1 and below These Marks may be used only in the manner we authorize and only for the operation of your Franchised Business The Multi-Unit Operator Agreement does not give you the right to use the Marks or our System

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Marks

Our affiliate, The Juice Shop LLC, has applied for registration of the following principal Marks on the Principal Register with the U S Patent and Trademark Office ("USPTO")

Mark	Application Date	Serial Number	Registration Date	Registration Number
The Juice Shop Kitchen & Juicery	April 26, 2018	87/894,358	Pending	Pending

The Juice Shop LLC does not have a federal registration for our principal trademark or logo mark on the coverpage of this Franchise Disclosure Document Therefore, our trademark and logo mark 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

There are no agreements currently in effect which limit our right to use or to license others to use the Marks except for the perpetual trademark license agreement between us and our affiliate dated April

30, 2018 Our affiliate intends to file all affidavits and other documents required to maintain its interests in and to the Marks once they have been registered

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above which may be relevant to their use in this state or in any other state

We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in the state where the Restaurant will be located You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks You and your Controlling Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel and your counsel involving any infringement, challenge or claim We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Controlling Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy we intend to defend the Marks vigorously

If it becomes advisable at any time in our sole discretion, we may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System You must comply with our directions within a reasonable period of time after receiving notice We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Marks or for any expenditures you make to promote a modified or substitute trademark or service mark

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you We have and retain certain rights in the Marks including the following

1 To grant other licenses for the use of the Marks in addition to those licenses already granted or to be granted to franchisees,

2 To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you, and

3 To engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Marks

that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

During the entire term of the Franchise Agreement and any renewals,, you must consistently employ a minimum of one General Manager and two Managers to be responsible for the supervision and management of the Restaurant The General Manager and Managers must devote their full time and reasonable efforts the day-to-day operations of the Restaurant You must also employ additional personnel needed to operate and to manage the Restaurant We require General Managers and Managers to satisfy our educational and business criteria, they must be individually acceptable to us and must satisfy our training requirements

A Principal can be the General Manager or Manager if they have at least three years of previous restaurant management or restaurant ownership experience If a General Manager or Manager cannot serve in the position or does not meet the requirements, then he or she must be replaced within 60 days from the date they are no longer able to serve the position or do not meet the requirements We do not require that your General Manager or Managers have an ownership interest in you The Designated Controlling Principal may not be the General Manager or Manager

If you employ any individual as a General Manager or in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager, Managers and any of your other personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners) It is your responsibility to have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive or have access to based on their relationship with you We will be a third party beneficiary to each agreement with the independent right to enforce the agreement's terms We reserve the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph

As described in Item 1, if you are a business entity, then we have identified certain persons under the Franchise Agreement that we refer to in this Disclosure Document and the Franchise Agreement as your Principals Your Principals include you, those of your business entity's officers and directors (including the officers and directors of your general partner, if applicable) whom we designate as your Principals, and all holders of an ownership interest in you and in any entity that directly or indirectly controls you, and any other person or entity controlling, controlled by, or under common control with you

We will designate certain Principals as Controlling Principals The Controlling Principals are your principal equity owners and executive officers, as well as any other affiliated entities that operate Restaurants The Franchise Agreement is signed by us, by you, and by those of your Principals whom we designate as Controlling Principals You must designate one of the Controlling Principals as the "Designated Controlling Principal" The Designated Controlling Principal must be a minimum 10%

	Provision	Section in Multi-Unit Operator Agreement	Summary
t	Integration/merger clause	18	Only the terms of the Multi-Unit Operator Agreement and other related written agreements are binding (subject to state law) Any representations or promises outside the disclosure document and Multi-Unit Operator Agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	19	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be arbitrated within the County of Essex, New Jersey (subject to state law)
v	Choice of forum	19	County of Essex, New Jersey (subject to state law)
w	Choice of law	18	New Jersey law (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits 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 have six affiliate-owned The Juice Shop Kitchen & Juicery Restaurants We excluded two Restaurants from the below financial representations One Restaurant was excluded since this unit opened in 2017 and would not present a full 12 months of gross sales The other location was excluded because this unit is a kiosk location and not a concept that can be franchised The following table includes the net sales and sales per square foot incurred by these affiliate-owned Restaurants "Net Sales" are the sales generated by a Restaurant after the deduction of returns, shrinkage, allowances for damaged or missing goods, spoilage, and discounts Your revenues may vary significantly depending on a number of factors, including the location of your Restaurant and how you operate your business

These outlets have earned these amounts Your individual results may differ There is no assurance that you'll earn as much

The Juice Shop Kitchen & Juicery Restaurants 2017 System Sales				
	688 Sixth Ave, NYC	956 3rd Ave, NYC	7 Penn Plaza, NYC	345 Adams, Brooklyn
Net Sales	$1,128,566 00	$664,877 61	$1,337,823 22	$1,036,336 68
Square Feet*	560	390	650	685
Net Sales Per Square Foot	$2,015 30	$1,704 81	$2,058 19	$1,512 90

*Square footage does not include any additional storage areas

These historical financial performance representations do not reflect the cost of goods sold, labor costs, operating expenses, or other costs or expenses, royalty fees or advertising fees that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating a The Juice Shop Kitchen & Juicery restaurant Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information

We will replace the operating results of the Business owned by our affiliate in this Item 19 with the operating results of our franchisees when we have franchisees that have been in operation at least one year

We offered the same services to the Restaurant described in this Statement These Restaurants offered the same products and services to the public as you will The Restaurants report gross sales information to us based upon a uniform reporting system Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request The information presented above has not been audited

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance 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 Eli Halali at 1200 Morris Turnpike, Short Hills, New Jersey 07078, and info@thejuiceshopny com, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For years 2015, 2016, 2017

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2015	0	0	0
	2016	0	0	0
	2017	0	0	0

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Company-Owned*	2015	2	3	+1
	2016	3	5	+2
	2017	5	6	+1
Total Outlets	2015	2	3	+1
	2016	3	5	+2
	2017	5	6	+1

* The company-owned outlets in the above table are owned and operated by our affiliates as described in Item 1 One of these outlets is a pickup kiosk, and materially differs from the type of business being franchised

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2015, 2016, 2017

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2015	0
	2016	0
	2017	0
Total	2015	0
	2016	0
	2017	0

Table No 3
Status of Franchised Outlets
For years 2015, 2016, 2017

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations Other Reasons	Col 9 Outlets at End of the Year
None	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations Other Reasons	Col 9 Outlets at End of the Year
Total	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Table No 4
Status of Company-Owned Outlets*
For years 2015, 2016, 2017

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
New Jersey	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	1	0	0	0	1
New York	2015	2	1	0	0	0	3
	2016	3	2	0	0	0	5
	2017	5	0	0	0	0	5
Total	2015	2	1	0	0	0	3
	2016	3	2	0	0	0	5
	2017	5	1	0	0	0	6

* The company-owned outlets in the above table are owned and operated by our affiliates One of these outlets is a pickup kiosk, and materially differs from the type of business being franchised

Table No 5
Projected Openings as of December 31, 2017

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In The Next Fiscal Year
California	0	2	0
New York	0	3	0
Total	0	5	0

TJS FRANCHISE LLC
EXHIBIT G TO THE DISCLOSURE DOCUMENT
MULTI-STATE ADDENDUM

CALIFORNIA APPENDIX

1 California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise If the Franchise Agreement or Multi-Unit Operator Agreement contains provisions that are inconsistent with the law, the law will control

2 The Franchise Agreement and Multi-Unit Operator Agreement provide for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 U S C A Sec 101 et seq)

3 The Franchise Agreement and Multi-Unit Operator Agreement contain covenants not to compete which extend beyond the termination of the agreements These provisions may not be enforceable under California law

4 Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise

5 Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 79a et seq , suspending or expelling such persons from membership in such association or exchange

6 The Franchise Agreement and Multi-Unit Operator Agreement require binding arbitration The arbitration will occur in the County of Essex, New Jersey, with the costs being borne by the franchisor and franchisee Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

7 The Franchise Agreement and Multi-Unit Operator Agreement require application of the laws of New Jersey This provision may not be enforceable under California law

8 You must sign a general release if you renew or transfer your franchise California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516) Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043)

9 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

10 The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

11 OUR WEBSITE, www thejuiceshopny com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www dbo ca gov

12 The appropriate sections of the Franchise Agreement are amended to state that the highest interest rate allowed under California law is 10% per annum

13 Item 19 of the Disclosure Document is amended to comply with provisions of the California Code of Regulations Section 310 114 1 which states "The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void However, a franchise agreement may provide for arbitration outside of Illinois

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void

Your right upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act

STATE ADDENDUM FOR THE STATE OF INDIANA

1 To be added to Item 3 of the Disclosure Document, is the following statement

There are presently no arbitration proceedings to which the Franchisor is a party

2 Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2 7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory

3 Item 17 is amended to state that this is subject to Indiana Code 23-2-2 7-1 (10)

4 Under Indiana Code 23-2-2 7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests This amends Article 19 of the Franchise Agreement and Section 19 of the Multi-Unit Operator Agreement

5 Under Indiana Code 23-2-2 7-1 (10), franchisee may not agree to waive any claims or rights