

FRANCHISE DISCLOSURE DOCUMENT



Just Salad Franchise US LLC

A Delaware Limited Liability Company

663 Lexington Ave, Floor 2

New York, New York 10022

212-244-1111

www.justsalad.com

franchise@JustSalad.com

The franchisee will operate one or more Just Salad Businesses, each specializing in the sale of salads, wraps, bowls, soups, smoothies (and related products and services) from a Just Salad Restaurant.

The total investment necessary to begin operation of a single Just Salad Business is from \$306,375 to \$1,252,545 (not including real property). This includes \$32,400 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation as an Area Franchisee is from \$17,500 to \$70,000, including \$15,000 to \$60,000 that must be paid to the franchisor (assuming, at the low end of the range, two and, at the high end of the range, five Just Salad Businesses, although this is not a maximum), plus the total investment necessary to begin operation of each Business 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 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 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 to you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at 663 Lexington Ave, Floor 2 New York, New York 10022, (212) 244-1111.

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

Issuance date: **April 1, 2022**

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 C 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 Just Salad 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 Just Salad franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 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 York. 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 York 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

	TABLE OF CONTENTS	1
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	3
ITEM 2	BUSINESS EXPERIENCE	5
ITEM 3	LITIGATION	5
ITEM 4	BANKRUPTCY	5
ITEM 5	INITIAL FEES	6
ITEM 6	OTHER FEES	7
ITEM 7	ESTIMATED INITIAL INVESTMENT	12
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	15
ITEM 9	FRANCHISEE'S OBLIGATIONS	17
ITEM 10	FINANCING	19
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	19
ITEM 12	TERRITORY	27
ITEM 13	TRADEMARKS	32
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	34
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	35
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	38
ITEM 18	PUBLIC FIGURES.....	46
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	46
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	46
ITEM 21	FINANCIAL STATEMENTS	49
ITEM 22	CONTRACTS	49
ITEM 23	RECEIPTS	49

Exhibits

A Franchise Agreement and Related Materials

Exhibits to Franchise Agreement:

Exhibit A	Franchised Territory
Exhibit B	Proprietary Marks
Exhibit C	Required Provisions for Lease Rider
Exhibit D	Confidentiality/Non-Competition Agreement
Exhibit E	Sample By-Laws of Regional Advertising Cooperative
Exhibit F	Guarantee

	Exhibit G	General Release - Termination
	Exhibit H	General Release - Renewal
	Exhibit I	General Release – Assignment
	Exhibit J	Addendum to the Franchise Agreement (SBA)
B	Area Development Agreement and Related Materials	
	<u>Exhibits to Area Development Agreement:</u>	
	Exhibit A	Franchise Territories
	Exhibit B	Development Territory
	Exhibit C	First Unit Franchise Agreement You and We Will Sign
	Exhibit D	Confidentiality/Non-Competition Agreement
	Exhibit E	Guarantee
C	Financial Statements	
D	List of State Administrators and Agents for Service of Process	
E	State Addenda to Disclosure Document	
F	List of Franchisees	
G	State Effective Dates and Receipt	

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, “we” or “us” means Just Salad Franchise US LLC, the franchisor. “You” means the individual, corporation or partnership who buys the franchise. If the franchisee will operate through a corporation, limited liability company, partnership or other business entity, “you” also includes the franchisee’s owners or partners. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service are shown on Exhibit D.

We franchise businesses (each, a “Just Salad Business”), that operate restaurants (each, a “Restaurant”), specializing in the sale of salads, wraps, bowls, soups, smoothies (and related products and services). We have not conducted business in any other line of business.

We are a Delaware limited liability company organized in May 2017. We conduct business under the names “Just Salad Franchise US LLC” and “Just Salad.” Our principal business address is 663 Lexington Ave, Floor 2, New York, New York 10022, and our telephone number is 212-244-1111.

Our parent company Just Salad LLC is a New York limited liability company organized in September, 2005. The principal business address of Just Salad LLC is 663 Lexington Ave, Floor 2, New York, New York 10022. We have no predecessors. We have one affiliate, Just Salad Franchise, LLC, a New York limited liability company organized in March 2008. The principal place of business address of Just Salad Franchise, LLC is 1840 Bay Boulevard, Atlantic Beach, New York 11509.

As of December 31, 2021, Just Salad LLC operated 42 Just Salad Restaurants: Florida (7); Illinois (7); New Jersey (1); New York (25); and Pennsylvania (2). Just Salad LLC has operated Just Salad Restaurants since 2006.

Just Salad Franchise, LLC previously sold franchises in the United States and internationally. In 2014, they discontinued offering franchises in the United States, and no longer have any U.S. franchisees. Our parent continues to focus on non-franchised Just Salad restaurants in Illinois, New Jersey, New York, and Pennsylvania. Neither our parent nor us have previously offered or sold franchises for Just Salad Businesses in the United States. Neither we, our parent, nor our affiliate have offered franchises for any other type of business.

Our parent, Just Salad LLC will sell you our environmentally-friendly reusable salad bowls and provide recipes for our proprietary salad dressings and will license its proprietary Just Salad online ordering (orderjustsalad.com) and purchase order system and associated software to you.

At a Just Salad Restaurant, customers can select from a wide variety of salad toppings and dressings for their salads or purchase from among a wide selection of salads designed by Just Salad’s chef. Other healthy foods are also served, such as wraps, bowls, soups and smoothies.

We offer two basic types of franchises for Just Salad Businesses and Restaurants. For those who wish to operate a single Just Salad Business and Restaurant within a protected territory, we offer a unit franchise (see the Unit Franchise Agreement in Exhibit A). For those who desire to operate two or more Just Salad Businesses and Restaurants within a larger protected region, we make available an Area Development program under which you must make a commitment to sign Unit Franchise Agreements for, and open, at least two Just Salad Restaurants according to a development schedule (see the Area Development Agreement in Exhibit B).

The market for your services consists of consumers seeking healthy and tasty salads and the other foods, including wraps, bowls and smoothies that you will serve. The market is developed in New York City and developing nationwide. Sales are somewhat seasonal, being greater in warmer weather.

You will compete with other franchised and other restaurants specializing in the sale of salads, wraps, bowls, soups, smoothies (and/or related products and services), as well as other food service establishments specializing in the sale of salads, wraps, bowls, soups, smoothies and other healthy meals to retail customers, and other types of restaurants and retail food service establishments.

Special Industry Regulation

Federal, state and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Just Salad Restaurant, including those which (a) establish general standards, specifications and requirements for the construction, design and maintenance of the Just Salad Restaurant premises; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness, (e) govern the use of vending machines, (f) control the sale of alcoholic beverages; and (g) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Just Salad Restaurant and should consider both their effect and cost of compliance.

In addition, you must comply with all local, state, and federal laws that apply to your Just Salad Restaurant including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. You must comply with all menu and menu board labeling laws and rules requiring restaurant operators to disclose certain calorie or other nutritional information about the foods they sell, including, for example, the FDA's rule titled Nutrition Labeling of Standard Menu Items in Restaurants and Similar Food Establishments. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must obtain all required real estate permits, licenses and operational licenses.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA. Certain health care laws additionally contain provisions that require disclosure of nutrition and calorie information in chains of more than 20 restaurants.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data.

You should consult with your attorney concerning these and other local laws and ordinances that may affect your Just Salad Restaurant.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer and Managing Member: Nicholas F. Kenner

Mr. Kenner has served as our Chief Executive Officer and as one of our Managing Members since our organization in May 2017. He has also served as Chief Executive Officer and as one of the Managing Members of our parent, Just Salad LLC since its organization in September 2005.

Chief Operating Officer: J Apolinar Chavez-Arreola

Mr. Chavez-Arreola has served as our Chief Operating Officer since June 2020. From July 2019 to May 2020, he served as VP of Operations. From March 2017 to July 2019, he served as an Area Team Leader.

Chief Financial Officer: Stefan Boyd

Mr. Boyd has served as our Chief Financial Officer since November 2019. From November 2019 to May 2019, he served as Chief Financial Officer at Le Pain Quotidien. From June 2018 to October 2019, he served as Chief Executive Officer at Noon Mediterranean and as Vice President of Finance from March 2017 to June 2018.

Chief Development Officer: Paul Rittenberg

Mr. Rittenberg has served as our Chief Development Officer since January 2018. From February 2016 to January 2018, he served as Director of Real Estate and Development.

Director of Franchising and Operational Services: Jason Rotter

Mr. Rotter has served as our Director of Franchising, Operational Services, and Partner since July 2019. From September 2018 to July 2020, he was the Chicago Operations Partner for Just Salad LLC in Chicago, Illinois. Prior to that role, Mr. Rotter was the Chicago Team Leader for Just Salad LLC in Chicago Illinois from November 2013 to September 2018.

Chief Sustainability Officer: Sandra Noonan

Ms. Noonan has served as our Chief Sustainability Officer since September 2019. From October 2016 to September 2019, she was a marketing consultant to Citigroup's credit cards division.

ITEM 3 LITIGATION

There is no litigation that must be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

If you will open a single Just Salad Restaurant Business, the Initial Franchise Fee is \$30,000 which you must pay in full on the date you sign the Franchise Agreement.

If you will operate under an Area Development Agreement you must pay an Area Development Fee of \$15,000 for each Restaurant Business you will develop other than your first Restaurant Business, when you sign the Area Development Agreement (Exhibit B) for a minimum of 2 Restaurant Businesses. You must sign the Franchise Agreement for your first Restaurant Business and pay us an Initial Franchise Fee of \$30,000 for your first Restaurant Business when you sign your Area Development Agreement. The Area Development Fee does not apply to your first Restaurant Business. For each Restaurant Business to be developed under the Area Development Agreement, other than your first Restaurant Business, we will credit the amount of your Area Development Fee against the Initial Franchise Fee for each subsequent Restaurant Business (not to exceed a credit of \$15,000 for any single Restaurant Business). The Area Development Fee is uniform and not refundable.

We use the proceeds from Initial Franchise Fees to defray a portion of our expenses in connection with the sale and establishment of franchises, such as: (1) costs related to developing and improving our services; (2) expenses of preparing and registering this disclosure document; (3) legal fees; (4) accounting fees; (5) costs of obtaining and screening franchisees; and, (6) general administrative expenses.

The Initial Franchise Fee is uniform and we will not refund any of the Initial Franchise Fee except under the following circumstances:

1. If you or your General Manager fails to successfully complete our Initial Training Program, the person who failed can re-enroll in our next scheduled Initial Training Program at no additional charge. We can terminate the Franchise Agreement if the person fails to successfully complete the Initial Training Program again. If we terminate the Franchise Agreement, then we will refund 35% of the Initial Franchise Fee, and you must sign a General Release (subject to applicable state law) in the form of Exhibit G to the Franchise Agreement.
2. If you and we cannot agree upon a Restaurant Location within six months following the date we sign the Franchise Agreement, then either you or we can terminate the Franchise Agreement, and if either of us does so before we furnish our Initial Training Program to you, then we will refund 25% of the Initial Franchise Fee, and you must sign a General Release (subject to applicable state law) in the form of Exhibit G to the Franchise Agreement.

Before your Restaurant opens, you must purchase the initial inventory of proprietary reusable salad bowls from Just Salad LLC at an estimated cost of \$2,000. This cost is not refundable.

In addition, before your Restaurant opens, you may be required to pay us up to a \$400 fee for each site visit our development team conducts to evaluate the proposed site for your Restaurant Location. This fee is not refundable.

Except as described above, you are not required to pay us or our affiliates any other fees or payments for services or goods before your Restaurant Business opens.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing Royalty	6% of Gross Revenues See Note 1	We electronically debit your Bank Account weekly based on the prior week's Gross Revenues.	"Gross Revenues" means all revenue and income from any source Franchisee derives or receives from, through, by or on account of the operation of the franchised business, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full value of the goods and services received), on credit (whether you receive payment on a credit transaction, or otherwise. It does not include gratuities, documented refunds, chargebacks, credits and allowances given in good faith to customers. It also does not include sales tax or similar taxes which were legally charged to customer, if you add the taxes when you charge customers and send the tax payments to the appropriate authority when due. Royalty percentage will not change during term of Franchise Agreement.
System Advertising Contribution	1.5% of Gross Revenues See Note 1	Same as Continuing Royalty	Contribution percentage will not change during term of Franchise Agreement.
Required Minimum Expenditure for Local Advertising	Currently no local advertising expense is required	N/A	This amount is not paid to us. We may upon 60 day notice require you to spend up to 1% of Gross Revenue.
Advertising Cooperative	When cooperative formed: Minimum – 1% of Gross Revenues. Maximum – 2% of Gross Revenues	Established by cooperative	We may form an advertising cooperative for your area and establish fees payable to the cooperative. See Item 11. A Company owned or affiliate participate and contribute to the cooperative on the same basis as required of franchisee members. . Percentage may change within 1%-2% range and may only be more than 2% if the Cooperative changes the maximum under its By-Laws. Each member of the cooperative is entitled to an equal vote for each Just Salad restaurant business.
Proprietary Products	See Note [2].	When you place orders for products.	You must buy proprietary products from us, our affiliate or designee. They currently include reusable salad bowls which you must purchase from Just Salad LLC. See Item 8.
On-line ordering system fee	\$100	Monthly	Payable to Just Salad LLC for ongoing use of proprietary software.
Purchase order system fee	\$25	Monthly	Payable to Just Salad LLC for ongoing use of proprietary software.
Email Hosting	\$6	Monthly	If you choose our hosting for a justsalad.com email address. See Note [3].

Testing fee	\$100 to \$2,000 depending on the nature and complexity of the testing necessary for the product or service you propose.	When we request	We may test the product or service of any supplier you propose. Fee for testing pays for our expenses. See Item 8.
Initial Training	All living and transportation expenses of all trainees. The amounts are unknown and may vary depending upon factors such as the third-party supplier selected and your distance from training. Additional and subsequent trainee charge: \$500 per person. See remarks.	Fee for additional or subsequent trainees due before beginning of training; expenses as incurred	We include the Initial Training Program for up to three persons in the Initial Franchise Fee. All General Managers you appoint later must also pass the Initial Training Program. See Item 11.
On-Site Training and Assistance	\$500 per day.	When we request	You can request on-site training and/or assistance at any time. The franchise agreement does not require us to provide it.
On-Going Training	Optional additional training, required refresher training programs, and annual conferences, conventions, and training – no fee. You pay trainees' expenses only.	As incurred.	We may develop additional training programs which you (if an individual) and your General Manager may attend. We may hold an annual conference, convention or required training session which you and your General Manager must attend. We can also require you (if an individual) and your General Manager to attend refresher training programs once every three years.
Insurance	Estimated annual premium - \$4,000-\$12,000.	As insurance carrier requires	See Note [4]. Insurance company sets the premiums and you pay the insurance company, except that if you fail to pay premiums for required insurance, we may pay premiums and charge you for them. Premiums may vary depending upon factors such as the insurance company selected and your claims experience.
Relocation		When we request	If you wish to relocate your Restaurant you must reimburse us for any reasonable costs we incur in considering your request. See Item 12.
Taxes		Promptly when due	You must pay us all taxes we pay except for our corporate income taxes due to goods or services we furnish to you, the Initial Franchise Fee or Continuing Royalties.
Advances		When we request	You must pay us all amounts we advance to third parties for you.
Late Charge	Maximum law allows, or if no legal maximum, then 4% above prime rate.	When we request.	You must pay late charge on any past due amounts to us. We will not increase charge beyond formula in column 2 during term of Franchise Agreement.

Audit Expenses	The amount of the audit expenses is unknown and may vary depending upon factors such as the auditor selected. See Note [5]		
Renewal Fee	50% of our then-current Initial Franchise Fee for similar franchised territories.	Before we sign renewal agreement.	The Renewal Fee for the first Renewal Term will be no greater than the Initial Franchise Fee which you paid under the Franchise Agreement. See Item 17.
Transfer Fee	1% of the total sales price.	Before we approve the transfer.	The total sales price includes all consideration that you receive from the sale. See Item 17.
Administrative Bank Fees	Varies depending on your financial institution. (Approximately \$30 per week).	Weekly	You must pay all administrative fees charged by your bank relating to our withdrawals from the Bank Account.
Management Fee on Death or Disability	Greater of (a) two times the salary paid to individual(s) we assign to operate Business, or (b) 10% of Business's weekly Gross Revenue.	See Remarks	From your death or disability or the death or disability of your last surviving owner (if you are a business entity), until a new General Manager assumes control, we may operate Business, but will have no obligation to do so. If we do, then we will deduct our expenses from Business's Gross Revenues and pay ourselves the management fee shown in column 2. Management fee will be in addition to Continuing Royalties due us. We will remit any remaining funds to your Estate. Estate must pay us any deficiency in sums due us under Franchise Agreement within 10 days of our notifying Estate of deficiency. See Item 17.
Indemnification of Us			You indemnify us from certain losses and expenses – see Section 9.10 of the Franchise Agreement.
Application of Funds			We can apply your payments to the oldest obligation due.
Attorneys' and Experts' Fees, Court Costs	The amount of these fees and costs are unknown and may vary depending upon factors such as the attorneys and experts selected and the court costs.		See Note [6].

Notes

Unless otherwise stated, all fees on the table above are nonrefundable and the fee or its formula is uniformly imposed.

- [1] ***The Bank Account.*** You must establish and maintain a segregated bank account at a bank or other financial institution which we designate (the “Bank Account”). The Bank Account must have the capacity to make payments and receive credits through electronic debiting. We can debit the Bank Account for Continuing Royalties, System Advertising Contributions and all other amounts you owe us or our affiliates under the Franchise Agreement. You must maintain a minimum balance in the Bank Account of \$2,000 or whatever higher minimum balance that we consider reasonably necessary. You are responsible for administrative costs charged by your bank and you must reimburse us for any extraordinary costs we incur in collecting or attempting to collect funds due to us or our affiliates from the Bank Account (for example, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance). We will notify you of the date and amount of each debit we make from your Bank Account as and when we specify in our Standards.

Weekly Report. You agree to submit a weekly report to us for our receipt on or before Wednesday of the following week. The weekly report will consist of a statement reporting all Gross Revenues for the preceding week and your calculation of the Continuing Royalty and System Advertising Contribution due thereon, all in the manner and form we prescribe in our Standards. We may also require you to file your weekly reports electronically. If you fail to timely file your weekly report, we may prepare a weekly report of the Gross Revenues for the preceding week and calculation of the Continuing Royalty and System Advertising Contribution due based on our review of your weekly records.

- [2] You must buy proprietary products from us, our affiliate or designee. We (or our affiliates or designees) will sell you proprietary products, equipment or services under terms we develop and advise you of periodically. We may earn a profit on the sale of proprietary products to you. Currently, the proprietary products you must consist of our environmentally friendly reusable salad bowls, which you must purchase from Just Salad LLC.
- [3] If you choose to have a justsalad.com e-mail address, we currently charge a \$6.00 per month hosting fee per e-mail address per location.
- [4] You must maintain the following insurance:
1. Comprehensive general liability coverage, and broad form contractual liability coverage of at least \$2,000,000 aggregate and at least \$1,000,000 per occurrence/ This insurance must cover, for example, claims for personal injury, bodily injury, property damage and product liability. This insurance may not have a deductible or self-insured retention of more than \$5,000;
 2. Adequate Fire and Extended Coverage Insurance on your Restaurant and property to replace after an insured loss;
 3. Business interruption insurance in sufficient amounts to cover your Just Salad Restaurant rental expenses, maintenance of competent personnel and other fixed expenses for a minimum of 120 days.

4. Workers' compensation, employer's liability, and any other employee insurance required by any applicable federal, state or local law, rule or regulation (but not less than \$1,000,000 for employer's liability insurance).

If you do not purchase the required insurance, we may obtain the insurance for you. We have no duty to do so. If we obtain insurance for you, you must pay the premiums to the insurance company or we will debit the Bank Account to reimburse us for the premiums we advanced and you must also pay us a reasonable fee for our efforts in obtaining such insurance for you. We can change the required coverages and amounts.

- [5] If we audit your Business, and you understated the Gross Revenues on the monthly reports you submitted to us by 2% percent or more for any month or for the entire period, when compared with your actual Gross Revenues, then you must immediately pay us the cost of the audit and the additional amounts owing, plus interest at the highest legal rate or, if there is no maximum legal rate, then 4% percent above the prime rate. Otherwise we must pay the cost of the audit.

If you understated your Gross Revenues by 8% or more for any month or for the entire period, we can terminate the Franchise Agreement and you must pay the amount due, plus interest and the cost of the audit. If you understated your Gross Revenues by less than 2% percent for any month or for the entire period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit.

The percentages described in this footnote are fixed and will not change during the term of the Franchise Agreement.

- [6] You or we can recover from the other party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation in any action instituted against the other party to secure or protect your or our rights under the Franchise Agreement, to enforce the terms of the Franchise Agreement, or in any action begun or joined in by the other party against the prevailing party.

If we become a party to any proceeding brought against us by a third party relating to the Franchise Agreement, your franchised Business or your Just Salad Restaurant as a result of any act or omission of yours or the franchised Business, or if we become a party to any litigation or insolvency proceeding involving you under any bankruptcy or insolvency code, then you must pay us our reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur.

If we terminate the Franchise Agreement for your default, or if you terminate the Agreement through non-payment (see Item 17, section d.), you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A SINGLE JUST SALAD RESTAURANT AND BUSINESS^{1*}

Type of Expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	\$30,000 See Item 5 and Note 1	Lump Sum	At signing of Franchise Agreement	Us
Training expenses	\$5,000 - \$12,500 See Note 2	As airlines, hotels, restaurants, etc. require	As airlines, hotels, restaurants, etc. require	Airlines, hotels, restaurants, etc.
Real property	See Note 3			
Development team site visit	\$0 - \$400	Lump Sum	As we require	Us
Equipment, fixtures, other fixed assets, construction, design, remodeling, leasehold improvements and decorating costs	\$200,800 - \$961,770 See Note 4	See Note 4	As supplier or landlord requires	Supplier or landlord
Point of sale system (hardware and software)	\$6,700 - \$16,500 See Note 5	As supplier requires	As supplier requires	Supplier
Just Salad Online Ordering System	\$375 See Note 6	As incurred	Monthly	Just Salad LLC
Opening inventory	\$9,000 - \$14,000 See Note 7	As supplier requires	As supplier requires	Supplier
Security deposits, utility deposits, business licenses, and other prepaid expenses	\$0 - \$100,000 See Note 8	As agency requires	As agency requires	Agency
Organizational expense – fees to accountant/attorney	\$3,500 - \$10,000 See Note 9	As you agree with accountant/attorney	As you agree with accountant/attorney	Accountant/Attorney
Uniforms	\$1,500 - \$3,000 See Note 10	As supplier requires	As supplier requires	Supplier
Menu Board and Signs	\$3,000 - \$15,000 See Note 11	As supplier requires	As supplier requires	Supplier
Printed Menus	\$1,500 - \$3,000	As supplier requires	As supplier requires	Supplier
Security System	\$5,000	As supplier requires	As supplier requires	Supplier
Furniture (tables and chairs)	\$1,500 - \$20,000	As supplier requires	As supplier requires	Supplier
Small Wares	\$8,000 - \$14,000 See Note 12	Reusable bowls: lump sum	Reusable Bowls: Before Opening	Reusable Bowls: Just Salad LLC

^{1*} Unless otherwise stated, none of the expenses on this chart are fully refundable.

		Other: As supplier requires	Other: As supplier requires	Other: Supplier
Electronic equipment, telephone and internet installation	\$1,500 - \$5,000 See Note 13	As suppliers require	As suppliers require	Suppliers
Insurance (annual premium)	\$4,000 - \$12,000 See Note 14	As Agent requires	Before opening	Insurance Agent
Additional funds (initial period – 3 months)	\$25,000 - \$30,000 See Note 15	As expenses occur	Payroll weekly, other purchases according to agreed-on terms	Employees, suppliers of goods and services
TOTAL	\$306,375 to \$1,252,545 (Note 16) (excluding real property)			

YOUR ESTIMATED INITIAL INVESTMENT FOR AREA DEVELOPERS
(Development of Between 2 and 5 Restaurants)

Type of expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Development Fee (Note 1)	\$15,000 – \$60,000	One installment	On Signing Development Agreement	Us
Legal & Accounting	\$2,500 – \$10,000	As third party specifies	As Incurred	Attorney, Accountant
TOTAL	\$17,500 to \$70,000 (Note 16) (excluding real property)			

Notes

The amounts on the table above may change, depending upon when you open the Business and Restaurant in question, since the costs of the items on the table are likely to rise with the passage of time.

If you sign the Area Development Agreement, then for each franchised Business and Restaurant you will operate under the Area Development Agreement, you must make the additional initial investment described on the table above. However, your Initial Franchise Fee will be the amount described in Item 5 and Note 1 below.

[1] The Initial Franchise Fee of \$30,000 shown on the chart is for a single Business and Restaurant. If you will operate under an Area Development Agreement you must pay an Area Development Fee of \$30,000 for the first Restaurant Business and \$15,000 per Restaurant Business after the first one when you sign the Area Development Agreement. The Area Development Fee for each Business will be applied against the Initial Franchise Fee for that Business which would otherwise be payable. The Area Development Fee is not refundable. See Item 5 for circumstances when the Initial Franchise Fee is partially refundable. None of the other fees shown on this table are refundable unless a supplier has a refund policy of which we are not aware. We do not finance any fee.

[2] We include the Initial Training Program for three people in the Initial Franchise Fee. The charge for additional (and subsequent) attendees is \$500 per person. You pay all your trainees' living and

transportation expenses. Travel expenses depend on where your home base is located, whether you and your trainees can commute by car to our training base, and the number of people receiving the Initial Training Program. Lodging and food expenses depend on number of people being trained. You pay all these expenses. See Item 11.

- [3] If you do not have acceptable space for your Restaurant, you will have to lease at least 1000 square feet in a suitable commercial building for a Restaurant Location. Just Salad Restaurant Typical locations may be downtown in an urban setting, in a college town, at an airport or at a high-end mall. Since real estate values vary dramatically from region to region, we cannot accurately estimate your rent, but monthly rental costs range from approximately \$5,000 to \$25,000 or more per month for a Restaurant Location. To estimate the rental expense for your Restaurant Location, apply the above square footage requirements to the local real estate rental costs in the area in your Territory where there are suitable buildings.
- [4] We will provide you with a sample layout for the interior of a typical Just Salad Restaurant of the type that you will be operating and a set of typical preliminary plans and specifications for furniture, fixtures, equipment and/or décor for your type of Restaurant. You must employ architects, designers, engineers or others as necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Restaurant, including any changes required by the landlord. Typically, you and the contractor you employ will negotiate a payment schedule. Generally, the landlord provides the space with demolition complete, exterior walls drywalled; an acoustical drop ceiling; working HVAC; and plumbing and electrical service to the space, or an equivalent amount of free rent to offset these costs. The contractor will install the leasehold improvements. Except for modifications that we require, you may not modify the design, plans, fixtures, equipment, signage or decor of your Restaurant at any time without our advance written permission.
- [5] You must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the “point of sale system”). You must obtain high-speed communications access for your point of sale system, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your Business. See Item 11.
- [6] You must use the Just Salad online ordering and purchase order system and associated software developed by, or on behalf of, Just Salad LLC. You must pay Just Salad LLC monthly fees (online ordering system fee is \$100 per month and purchase order system fee is \$25 per month) for the use of the online ordering and purchase order system and associated software. These estimate include 3 months’ of these fees.
- [7] The chart estimates the opening inventory of food, dressing, Just Salad reusable bowls, paper products and cleaning and sanitizing products.
- [8] Your landlord and utilities will set charges for security deposits and utility deposits. States and localities will set costs for permits and licenses.
- [9] Actual cost depends on the work done by your accountant and attorney and their rates, in forming a corporation or limited liability company, reviewing this disclosure document, the Franchise Agreement, the Area Development Agreement (if applicable), the lease, business plan, and other documents prior to making the decision to become a franchisee.

- [10] You must provide uniforms for your employees. You may buy uniforms from any source which meets our specifications. Uniform costs are approximately \$20 per employee
- [11] Depending on location, type and size of sign. Your signs must conform to specifications.
- [12] Smallwares include our environmentally friendly reusable salad bowls which you must purchase from Just Salad LLC.
- [13] Includes music system, office computer system, telephone and internet installation.
- [14] Annual premium for required insurance coverage – see Item 6.
- [15] The estimate of additional funds for the initial phase of your Business is based on your staff salaries and operating expenses for the first three months of operation. The estimate of additional funds does not include an owner's salary or draw. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skill, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items).
- [16] We and our affiliates do not finance your initial investment. In compiling these estimates, we rely on Just Salad LLC's experience in operating a Just Salad Restaurant business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase proprietary products from us, our affiliates or designees. Currently, you must purchase environmentally friendly reusable salad bowls from Just Salad LLC. In addition, you must license, for a fee, the Just Salad proprietary online ordering system and associated software from Just Salad LLC.

Just Salad LLC is the only approved supplier for our proprietary reusable salad bowls and the Just Salad online ordering and purchase order system. There is currently no other product or service for which Just Salad LLC is an approved supplier. Required purchases of reusable salad bowls are approximately 1% of your initial investment and .5% of your annual operations expenses. In the future, we may sell salad which is mixed and ready to serve customers and if we do, you will be required to purchase salad dressing from us, our affiliates or designees. For the fiscal year ending December 26, 2021, we derived no revenue from franchisees' purchases or leases of required products/services from us or from our approved or designated suppliers. For the fiscal year ending December 26, 2021, our affiliates did not receive any revenue as a result of franchisees' purchase of products or services.

Nicholas F. Kenner, our Managing Member and the Managing Member of Just Salad LLC, owns an interest in Just Salad LLC.

You must purchase the required insurance, as described in Item 6.

You must purchase the required point of sale system hardware and software, as described in Item 11.

We will provide you with specifications governing the minimum standards of certain products, services or equipment you procure from unrelated third parties in our Standards or in other written notices we transmit to you. We may modify our specifications in writing, and may add new specifications in writing. You may purchase these items from any supplier whose product, service or equipment meets our specifications.

We issue and modify specifications in writing, through our Standards or other written notices to franchisees.

We do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. If we name a supplier for a product or service, you may contract with an alternative supplier if you meet our criteria. To obtain our written approval for the alternative supplier:

- You must submit a written request to us for approval of the supplier.
- The supplier must meet our specifications to our reasonable satisfaction.
- The supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community for financial soundness and reliability of its product or service.

We may test, at your expense, the product or service of any supplier you propose, whether or not the supplier is then approved by us. We will give you notice of our approval or disapproval within 14 days. If we test the product or service, the cost to you of testing will range from \$100 to \$2,000, depending on the nature and complexity of the testing necessary for the product or service. If we revoke approval of any supplier, we will give you written notice (in our Standards or otherwise).

We may in the future establish strategic or preferred vendor programs with suppliers that are willing to supply some food items and/or beverages and/or products and/or equipment and/or services to some or all of the franchised restaurants in our system. If we do establish those type 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 food items, beverages, products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interest of the system or the franchised restaurants.

We currently negotiate no purchase arrangements with suppliers for the benefit of franchisees but we may do so in the future. There are no purchasing or distribution cooperatives. We provide you with no material benefits (such as granting additional franchises) based on your use of designated or approved sources. We and our affiliates receive no payments or rebates from any supplier, nor do we or our affiliates receive any special discount on purchases from any supplier for ourselves or themselves, in connection with purchases from our franchisees but we may do so in the future.

We estimate that the required purchases described above are 72% to 80% of the cost to establish a franchised Just Salad Business and approximately 10% of operating expenses.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement, Area Development Agreement 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.

Area Development Agreement

Obligation	Section in Area Development Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Article 3 of Area Development Agreement and Exhibits A and B	Items 7 and 12
b. Pre-opening purchases/leases	Not Applicable	Items 6, 7, 8 and 12
c. Site development and other pre-opening requirements	Not Applicable	Item 12
d. Initial and ongoing training	Not Applicable	Not Applicable
e. Opening	Section 6.01 of Area Development Agreement	Item 11
f. Fees	Article 5 of Area Development Agreement	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Article 9 of Area Development Agreement	Items 7, 8, 11, 15 and 16
h. Trademarks and proprietary information	Articles 10 and 13 of Area Development Agreement, Exhibit D	Items 13 and 14
i. Restrictions on products/services offered	Section 3.03 of Area Development Agreement	Item 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Article 6 of Area Development Agreement, Exhibit A	Item 12
l. Ongoing product/service purchases	Not Applicable	Not Applicable
m. Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	Not Applicable	Not Applicable
o. Advertising	Not Applicable	Not Applicable
p. Indemnification	Section 9.03 of Area Development Agreement	Item 6
q. Owner's participation/management/staffing	Section 9.06 of Area Development Agreement	Item 15
r. Records and reports	Section 9.04 of Area Development Agreement	Item 6
s. Inspections and audits	Not Applicable	Not Applicable
t. Transfer	Article 12 of Area Development Agreement	Item 17
u. Renewal	Not Applicable	Not Applicable

v.	Post-termination obligations	Article 16 of Area Development Agreement	Item 17
w.	Non-competition covenants	Article 11 of Area Development Agreement	Item 17
x.	Dispute resolution	Articles 17-19 of Area Development Agreement	Item 17
y.	Personal Guarantee	Section 18.15 of Area Development Agreement, Exhibit G	Item 15

Franchise Agreement

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Article 6 of Franchise Agreement, Exhibit C	Items 7 and 11
b.	Pre-opening purchases/leases	Sections 6.02, 8.07 and 8.08 of Franchise Agreement	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Article 6 of Franchise Agreement	Not Applicable
d.	Initial and ongoing training	Sections 7.01 - 7.03 of Franchise Agreement	Item 11
e.	Opening	Section 9.01 of Franchise Agreement	Item 11
f.	Fees	Article 5, Sections 13.01 and 14.04 of Franchise Agreement	Items 5 and 6
g.	Compliance with standards and policies/Operating Standards	Article 8 - 10 of Franchise Agreement	Items 7, 8, 11, 15 and 16
h.	Proprietary Marks and proprietary information	Articles 12, 15 and 18 of Franchise Agreement, Exhibit D	Items 13 and 14
i.	Restrictions on products/services offered	Sections 3.03 and 8.07 of Franchise Agreement	Item 16
j.	Warranty and customer service requirements	Not Applicable	Item 16
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Section 8.07 and 8.08 of Franchise Agreement	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Sections 6.05, 13.01, 14.04 of Franchise Agreement	Item 11
n.	Insurance	Article 9 of Franchise Agreement	Item 6
o.	Advertising	Article 10 of Franchise Agreement	Item 11
p.	Indemnification	Sections 8.10, 14.04 of Franchise Agreement	Item 6
q.	Owner's participation/management/staffing	Sections .06 and 8.19 of Franchise Agreement	Item 15
r.	Records and reports	Article 11, Section 5.06 of Franchise Agreement	Item 6
s.	Inspections and audits	Sections 8.11, 12.02 of Franchise Agreement	Item 6

t.	Transfer	Article 14 of Franchise Agreement	Item 17
u.	Renewal	Article 13, Section 4.02 of Franchise Agreement	Item 17
v.	Post-termination obligations	Article 18 of Franchise Agreement	Item 17
w.	Non-competition covenants	Article 12 of Franchise Agreement	Item 17
x.	Dispute resolution	Articles 22-26, 28-30, 32-35 of Franchise Agreement	Item 17
y.	Personal Guarantee	Article 31 of Franchise Agreement, Exhibit F	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or 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 – Area Development Business

If you sign an Area Development Agreement with us, then, under the Area Development Agreement, we will:

- (1) Designate your Development Territory, the number of Businesses you will open, and the development schedule setting the timetable you will follow for opening the Businesses, based on our mutual agreement. (Area Development Agreement, Section 3.01, 6.01 and Exhibit A to the Area Development Agreement) You and we will decide on your Development Territory together, considering factors such as the general locations and neighborhoods and proximity to customers in the Development Territory we are considering; traffic patterns in the Development Territory; co-tenant attractiveness in the sites available in the Development Territory; size of the available spaces in the Development Territory; age and condition of the buildings in which the Restaurant Locations might be situated in the Development Territory being considered; the availability of locations and necessary zoning in the Development Territory; and, the location of competitors in the Development Territory. In deciding on the number of Restaurant Businesses and the development schedule for opening them, you and we will consider factors such as the potential total number of Businesses in the Development Territory; how aggressive the opening schedule should be; your experience, if any, in the quick service restaurant industry; your experience in franchising; and, the capital commitment you are able and willing to make. If you and we do not agree on the Development Territory, the number of Businesses to be opened and the development schedule, then you and we will not sign an Area Development Agreement.
- (2) Under the Franchise Agreements, perform the training, instruction, assistance and other activities and services for which the Franchise Agreements provide. (Area Development Agreement, Section 8.01)

Pre-Opening Obligations

Before you open your Restaurant, we will:

- (1) Designate your Territory. (Franchise Agreement, Section 3.01, Exhibit A)
- (2) Approve or disapprove a site for your Restaurant Location. We do not currently own sites for leasing to franchisees. You select the site for your Restaurant Location in your Territory. We approve or disapprove your proposed site. (Franchise Agreement, Section 6.01) If you and we cannot agree upon a Restaurant Location within six months following the date we sign the Franchise Agreement, then either you or we can terminate the Franchise Agreement, and if either of us does so, and we have not furnished our Initial Training program to you then we will refund 25% of the Initial Franchise Fee, and you must sign a General Release (subject to applicable state law) in the form of Exhibit G to the Franchise Agreement.

We may require you to submit maps, completed checklists, photographs, copies of proposed leases, diagrams of the premises with measurements and other information and materials which we may reasonably require to evaluate your proposed Restaurant Location. We may visit your proposed Restaurant Location but the Franchise Agreement does not require us to do so. (Franchise Agreement, Section 6.01)

We consider the following factors in approving sites: the size of your Territory; the market potential and estimated volume of your Business; the general location and neighborhood and nearness to customers; store visibility; traffic patterns; co-tenant attractiveness; size of the space; age and condition of the shopping center or building; the location and convenience of entrances; the availability of parking; the availability of locations and necessary zoning; the location of competitors; expected overhead; lease terms; and, traffic patterns.

- (3) Approve or disapprove the lease or purchase agreement for the Restaurant Location within 20 business days after we receive it. If we do not communicate our approval or disapproval to you in that time, and if the Lease is accompanied by a rider containing the required provisions of Exhibit C to the Franchise Agreement, the agreement is approved. (Franchise Agreement, Section 6.02)
- (4) Review your final plans and specifications for the Restaurant promptly and approve or provide comments on the plans and specifications to you. You may not commence construction of the Restaurant until we approve the final plans and specifications in writing. We may provide you with the names of designated or approved suppliers and specifications for some items of the design, construction, furniture, fixtures, equipment and decoration of the Restaurant. (Franchise Agreement, Section 6.03 and 6.04)
- (5) Lend you a copy of the Confidential Operating Standards (the "Standards"). You must strictly comply with the Standards in operating your Business. We can change the Standards, and you must comply with these changes when you receive them, but they will not materially alter your rights and obligations under the Franchise Agreement. (Franchise Agreement, Section 7.01)

The following is the Table of Contents of the Standards as of the date of this disclosure document:

<u>Contents</u>	<u>Pages</u>
About Just Salad	1
Just Salad Values	1
Guiding Principles	1
G.U.E.S.T Service Initiative	2
Store Operations	3-36
TOTAL PAGES	39

- (6) Furnish you with any written specifications for required products and services (Franchise Agreement, Section 8.07)
- (7) Through Just Salad LLC, furnish you with the proprietary Just Salad online ordering and purchase order system. See below in this Item 11. (Franchise Agreement, Section 8.08)
- (8) Through Just Salad LLC, sell you our proprietary products. See Items 6 and 8. (Franchise Agreement, Section 8.07)
- (9) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 business days of receipt. If we do not respond within 10 business days, the material is disapproved. (Franchise Agreement, Section 10.02)
- (10) Furnish requirements for the selection, training and duties of your personnel and General Manager(s). (Franchise Agreement, Sections 8.06, 8.19)

Obligations After Opening

During the operation of the franchised business, we will:

- (11) Furnish you with the field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Just Salad Restaurant and Business. The timing of these services will be subject to the availability of our personnel. (See Franchise Agreement, Section 7.04)
- (12) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 business days of receipt. If we do not respond within 10 business days, the material is disapproved. (Franchise Agreement, Section 10.02)
- (13) Furnish you with any specifications for required products and services. (Franchise Agreement, Section 8.07)
- (14) Through Just Salad LLC, continue to sell you our proprietary products. See Item 6. (Franchise Agreement, Section 8.07.)

- (15) Through Just Salad LLC, continue to furnish you with the proprietary Just Salad online ordering system. See below in this Item 11. (Franchise Agreement, Section 8.08)
- (16) If we determine to do so, exercise rights concerning franchisee pricing of products and services to the fullest extent permitted by then-applicable law in your area. These rights may include, for example prescribing the maximum and/or minimum retail prices which you may charge customers; recommending the prices you charge customers; advertising specific retail prices for some or all products or services sold by your franchised Business, which prices you will be compelled to observe; engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which your franchised Business may charge the public. We may do so only in certain geographic areas (cities, states, regions) and not others, or with regard to certain groups of franchisees and not others. Any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business. (Franchise Agreement, Section 7.05)
- (17) Furnish requirements for the selection, training and duties of your personnel and General Manager(s). (Franchise Agreement, Sections 8.06 and 8.19)

Advertising

Advertising Cooperatives

There are currently no advertising cooperatives in existence. The Franchise Agreement gives us the power to require advertising cooperatives to be formed, changed, dissolved or merged. We will notify you in writing of the starting date and amount of your advertising cooperative contributions, if we form a regional Advertising Cooperative for your area. We will determine the area of each Advertising Cooperative based on an area that we consider likely to be able to advertise effectively on a cooperative regional basis. All franchisees and Just Salad Restaurants that are owned by us or an affiliate of ours and are within the geographic region of a Regional Advertising Cooperative will participate and contribute on the same basis as required of franchisee members. Your contributions will be at least 1% but no more than 2% of Gross Revenues (unless the Cooperative changes the maximum contribution under its By-Laws; see Franchise Agreement, Section 10.04 and Sample By-Laws, Exhibit E to the Franchise Agreement). Expenditures by the Regional Advertising Cooperative need not be in proportion to the contributions you make (or any other franchisee makes). Each member in good standing (each Just Salad restaurant business which includes franchisees, company owned restaurants and affiliates) is entitled to one vote for each Just Salad restaurant business operated by the member.

A Regional Advertising Cooperative may spend funds for: developing advertising ideas and concepts; developing market research and merchandising programs; preparing advertising campaigns; developing promotional ideas and strategies; preparing collateral creative materials; preparing advertisements (including writing, filming, editing, etc.); planning, negotiating, contracting and trafficking media programs; technical and professional advice for programs; public relations; and, administration of the Cooperative, including legal and accounting services.

The Regional Advertising Cooperative will order an audit following the end of each fiscal year. The auditors will present their audit report to the Board of the Cooperative as soon as practicable, and the Board will then present the report to you and the other members of the Cooperative at the next regular meeting or at a special meeting. (See Section 11.02 of the Sample By-Laws, Exhibit E to the Franchise Agreement.)

Advertising Fund

You must contribute to our advertising fund (see Item 6). (Franchise Agreement, Section 10.01.)

We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. We need not make expenditures for you which are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from Fund advertising. The Fund is not a trust and we are not a fiduciary.

The Fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. This includes: television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; menu development; paper goods; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Just Salad website; reviewing any advertising material you propose to use (see below); search engine optimization; establishing a third party facility for customizing local advertising materials; the creative development of signage, menu boards, posters and unit décor items; the development and creative activity associated with loyalty programs, promotions and public relations events; accounting for Just Salad System Advertising Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that we in our business judgment believe are appropriate to enhance, promote and/or protect the Just Salad System or any component of it; and, engaging advertising agencies to assist in any or all of these activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other advertising agency or public relations fees.

We need not maintain the money paid by franchisees to the Fund and income earned by the Fund in a separate account, but we may not use this money for any purposes other than those provided for in the Franchise Agreement. We can spend money from the Fund for our reasonable administrative costs and overhead for activities reasonably related to the administration of the Fund and advertising programs for franchisees, including, for example, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Fund and the annual statement of Fund contributions and expenditures described below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Fund. Our right to expend monies from the Fund to reimburse us for these activities does not include any advertising agency or public relations fees which the Fund must pay to secure the services of an advertising agency or public relations firm or to have print, broadcast or internet advertising placed by an agency or public relations firm.

Within 60 days following the close of our fiscal year, we will prepare (but not audit) a statement detailing Fund income and expenses for the fiscal year just ended. We will send you a copy of this statement upon request.

We will spend most contributions to the Fund for advertising purposes during the fiscal year in which the contributions are made. If we spend more than the amount in the Fund in any fiscal year (in addition to any money we have to spend because we did not spend all the money in the Fund during the year before), then

we can reimburse ourselves from the Fund during the next fiscal year for all excess expenditures during the preceding fiscal year, with interest. If we spend less than the total in the Fund during any fiscal year, we can either spend the unused money during the next fiscal year or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion.

For the fiscal year ending December 26, 2021, we collected \$3,284 in Advertising Contributions but did not have any expenditures from the Fund.

We can use whatever media, create whatever programs and allocate advertising funds to whatever regions or localities we consider appropriate. The allocation may include rebates to individual franchisees of some or all of their Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Just Salad Fund Contributions collected from all Just Salad franchisees and company-owned units is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees and our (or our affiliates') company-owned units on a proportionate basis. You must spend any rebate on the types of local advertising and media that we determine (or, if we direct, in accordance with the local advertising and promotion requirements of the Franchise Agreement) according to a plan and budget we review and approve in advance. You must document all rebate advertising expenditures to us in a monthly rebate advertising expenditure report form.

Although we intend the Fund to be perpetual we can terminate the Fund. We will not terminate the Fund until it has spent all money in the Fund for advertising and promotional purposes.

The Fund will not be used for any activity whose sole purpose is the sale of franchises. However the design and maintenance of our Web site (for which Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the Just Salad brand and the franchise opportunity.

Just Salad Businesses which we or our affiliates own or operate will not be required to contribute to the System Advertising Fund. However, if a company-owned Just Salad Business determines to participate in a regional or joint franchise advertisement setting forth the names, addresses and/or telephone numbers of individual Just Salad Businesses, including those owned and operated by us or our affiliates, then we or our affiliate will contribute our or its proportionate share of the cost of the advertisement to the franchisee group sponsoring the advertisement.

Advertising Council

There is no advertising council composed of franchisees. The Franchise Agreement does not give us the power to form, change, or dissolve a franchisee advertising council.

Other Advertising Information

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or territory.

You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within ten business days after receiving your proposed advertising material, the material is disapproved.

Web Sites

You may not maintain a World Wide Web site or otherwise maintain a presence or advertise on the Internet including postings on a social media site or social media network sites, blogging or internet marketing or any other public computer network in connection with the franchised Business. We alone have the right, but not the obligation, to establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the Just Salad System.

We may establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, Just Salad System discussion forums and systemwide communications (among other activities) can be effected.

Pricing, Gift Card, Rewards, Coupon, and Other Promotional Programs

You must participate in all pricing, gift card, gift certificate, rewards and loyalty, coupon, and other promotional programs we establish (Franchise Agreement, Section 8.23), to the extent allowed by law. We will provide in our Standards our current policies and practices for allocating funds generated from the sale or redemption of gift cards, gift certificates, and reward or loyalty points that involve multiple Just Salad Restaurants. If we set up a rewards or loyalty program to earn points towards future purchases (whether through your Just Salad Restaurant or another Just Salad Restaurant), we may require you to honor the terms and conditions of these programs at your Just Salad Restaurant. You may not create or issue your own gift cards, gift certificates, rewards or loyalty programs, or coupons. We may modify, change, or discontinue these programs at any time and without notice to you.

Point of Sale System

Before the commencement of operation of the franchised Business, you must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the "Point of Sale System"). You must obtain high-speed communications access for your Point of Sale System, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your Business. The costs of the POS System will range from \$6,700 to \$16,500.

We have designated the Brink Point of Sale System for use in all Just Salad franchised Businesses. In addition, you must install and use the Brink Enterprise remote report and systems management software. You may purchase the Brink Point of Sale System from any Brink reseller.

The Point of Sale System will be used to collect and generate information concerning sales, menu mix, labor hours, and other information relating to your Restaurant Business.

You must provide all assistance we require to bring your Point of Sale System on-line with our headquarters computer at the earliest possible time and to maintain this connection as we require. You must input and maintain in your Point of Sale System all data and information which we prescribe in our Standards, and

otherwise. We may retrieve from your Point of Sale System all information that we consider necessary, desirable or appropriate. We will bear the telephone costs of this information retrieval. You must accurately, consistently and completely record, structure, capture and provide through the Point of Sale System all information concerning the operation of the franchised Business that we require, in the form and at the intervals that we require.

You must use the proprietary Just Salad online ordering system and associated software which was developed by, or on behalf of, Just Salad LLC. You must pay Just Salad LLC monthly fees (online ordering system fee is \$100 per month and purchase order system fee is \$25 per month) for the use of the online ordering and purchase order system and associated software. (Franchise Agreement, Section 8.08)

You must keep your Point of Sale System in good repair. If we run tests and determine that the installation will benefit you and us, you must install (at your own expense) whatever additions, changes, substitutions and replacements to your computer hardware, software, telephone and power lines, etc. we direct. You must install these items when we direct. You will pay for these items at the time and upon the terms that the sellers specify. There is no contractual limit on our ability to require you to upgrade the system, add components to the system and replace components of the system.

Training

After you obtain the Restaurant Location and before the opening of your Just Salad Business, we will train and provide an initial training program as follows:

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours of On-The-Job Training	Location
Welcome, Orientation, History and Culture of Just Salad	1/2 Day		New York, NY
Kitchen Prep		4 Days	New York, NY
Opening Shift		14 Days	New York, NY
Mid Shift		6 Days	New York, NY
Closing Shift		10 Days	New York, NY
TOTAL	½ Day	34 Days	

We conduct the Initial Training Program approximately four times a year (or more frequently, if needed) at Just Salad Restaurants owned by Just Salad LLC in New York City. The instructional materials consist of our Standards and Operations. The minimum experience of the instructors in the field relevant to the subject taught and to our operations is from three to six years.

The Initial Training Program is mandatory for you (if the franchisee is an individual), your General Manager and another managerial employee of yours (if the franchisee is not an individual or if the franchisee is an individual and is the General Manager). The Initial Franchise Fee includes the cost of the Initial Training Program for three people. The franchisee, if an individual, and the General Manager must attend and complete the Initial Training Program to our satisfaction prior to the opening of your Just Salad Restaurant.

If you or your General Manager fails to successfully complete the Initial Training Program, then the person who failed can re-enroll in our next scheduled Initial Training Program at no additional charge. We can terminate the Franchise Agreement if the person fails to successfully complete the Initial Training Program again. If we terminate the Franchise Agreement, we will refund 35% of the Initial Franchise Fee, and you must sign a General Release (subject to applicable state law) in the form of Exhibit G to the Franchise Agreement.

Any General Managers you appoint after the opening of your Just Salad Business must attend and successfully complete our next scheduled Initial Training Program at a charge of \$500 per person. You must pay their transportation costs, meals, lodging and other living expenses.

See Item 6 for information about charges for training additional or subsequent trainees.

We may from time to time develop additional training programs which you (if an individual) and your General Manager may attend. We will determine the duration, curriculum and location of these future additional training programs. We reserve the right to charge our then-current training fees for these optional programs.

We can also require you (if an individual) and your General Manager to attend refresher training programs once every three years. We will impose no training fee for these required refresher training programs. You agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional or refresher training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses.

In addition, we may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. You (if an individual) and your General Manager must attend each annual conference, convention or training session.

You must pay all the expenses incurred by your trainees or attendees in connection with the Initial Training Program and any other training, conferences, conventions or other meetings your trainees attend, including, for example, their salaries, transportation costs, meals, lodging and other living expenses. (Franchise Agreement, Section 8.03)

Time to Open

You must open your Restaurant within 12 months after we sign your Franchise Agreement. We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Just Salad business is 280 days. Factors affecting time include attendance at and satisfactory completion of our Initial Training Program, obtaining a satisfactory Restaurant site, arranging for any financing, complying with local ordinances, completing delivery and installation of equipment and signs and procuring opening inventory.

ITEM 12 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.

Franchise Agreement

Under the Franchise Agreement, we will grant you a geographic area (the “Territory”). The minimum Territory we grant you will consist of two square city blocks (approximately 0.20 square miles) in most urban areas and one mile in most suburban and rural areas. We will describe your Territory in detail in Exhibit A to your Franchise Agreement. You may operate your franchised Business from only one Restaurant Location. “Restaurant Location” means a location you select and we approve, from which you conduct the Just Salad Business.

You may not relocate the Restaurant without our previous written approval. You must reimburse us for any reasonable costs we incur in considering your request. We will grant approval if you are in compliance with the Franchise Agreement, you have paid all money owed to us and our affiliates, the proposed location meets our site selection criteria, and you comply with the lease requirements in the Franchise Agreement. We may, if we wish, inspect your proposed new location.

Your Just Salad Business may only offer and sell its products and services from your Just Salad Restaurant. Your Business may not sell any products or services through any alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce; “800” or similar toll-free telephone numbers; catalogs; telemarketing or other direct marketing sales; or, any other channel of distribution except for your franchised Just Salad Restaurant.

While the Franchise Agreement is in effect, we and our affiliates will not, in your Territory, operate a company-owned Just Salad Business of the type franchised, or grant a franchise for a similar or competitive business, except as described below. Outside the Territory, we and our affiliates can operate any number of Just Salad Restaurants, and/or authorize others to operate them, at any location, including locations that may be near, but not within, the Territory

We and/or our affiliates may engage in any type of business activity in or outside the Territory except as we are restricted as described in the preceding paragraph. The Franchise Agreement does not confer upon you any right to participate in or benefit from any other business activity, whether it is conducted under the Proprietary Marks or not. For example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location, including within your Territory, so long as the other business does not sell under the Proprietary Marks the type of products or services which your Just Salad Business offers and sells, except as permitted below. You will receive no compensation for these businesses’ sales.

Only we and/or our affiliates have the right to sell within and outside your Territory, under the Proprietary Marks, all products or services and/or their components or ingredients – including those used or sold by your Just Salad Restaurant – through any method of distribution other than a Just Salad Restaurant situated within your Territory, including the internet/worldwide web; any other form of electronic commerce; “800” or similar toll-free telephone numbers; mail order; catalogs; telemarketing or other direct marketing sales; television sales (including “infomercials”); supermarkets, grocery stores or convenience stores; or, any other channel of distribution except for a Just Salad Restaurant. You will receive no compensation for our or our affiliates’ sales through alternative distribution channels.

In addition, we and/or our affiliates have the right to sell (directly, or through other franchisees or licensees) Just Salad System products and services at nontraditional locations, including nontraditional locations situated in your Territory, through the establishment of Just Salad Restaurants, kiosks, mobile units, concessions or

“shop in shops.” “Nontraditional locations” include malls and mall food courts; schools and universities; hospital and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; sports arenas and venues; theatres; resorts; food service fulfillment centers; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation; and, any other location or venue to which access to the general public is restricted. You will receive no compensation for our or our affiliates’ sales at nontraditional locations.

Both within and outside the Territory, only we and/or our affiliates have the right to sell Just Salad System products and services to national, regional and institutional accounts. “National, Regional and Institutional accounts” are organizational or institutional customers whose presence is not confined to your Territory, including (for example): business entities with offices or branches situated both inside and outside of your Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Territory. Only we will have the right to enter into contracts with national, regional and/or institutional accounts, which may include facilities within your Territory. If we receive orders for any Just Salad products or services calling for delivery or performance in your Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill the orders at the price we agree on with the customer or to give you the opportunity to fulfill the orders at the price we agree on with the customer. If we give you the opportunity to fulfill an order and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Just Salad franchisee may serve the customer within your Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Standards.

We may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business’ facilities, and we may then operate, franchise or license those other businesses and/or facilities under any names or marks other than the Proprietary Marks regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately near it. You will receive no compensation for these activities.

Under the terms of the Franchise Agreement, you waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

We and our affiliates have not established and do not currently intend to establish any other franchises, company-owned outlets or other distribution channels offering similar products or services under a different trademark anywhere in the United States.

There is no minimum sales quota. During the term of your Franchise Agreement, there are no circumstances when we can alter your Territory. Except for the Area Development Agreement described below, you have no options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories.

Area Development Agreement

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.

If you and we sign an Area Development Agreement, we will grant you a “Development Territory,” and you will promise to develop, own and operate franchised Just Salad Restaurant Businesses within the Development Territory. The minimum Development Territory we grant you will consist of an area large enough to contain at least two “Franchise Territories,” each for a single franchised Restaurant Business, consisting of 2 square city blocks (approximately 0.20 square miles) in most urban areas and one mile in most suburban and rural areas. We will describe your Development Territory in detail in Exhibit B to your Area Development Agreement. The Development Territory includes the Franchise Territories. Each “Franchise Territory” is the restricted geographic area within which you agree to establish and operate a Just Salad Restaurant Business under the Franchise Agreements which the Area Development Agreement contemplates you and we will sign. The Franchise Territories will be described in Exhibit A to the Area Development Agreement. See the description of the Franchise Agreements above in this Item 12.

You will have the right and obligation to open and operate in your Development Territory the number of Just Salad Restaurant Businesses on the Development Schedule in your Area Development Agreement. You must comply with the timetable on the Development Schedule. Under the Development Schedule, you and we will sign a Franchise Agreement for each required Business. You may not operate more than the number of Businesses on the Development Schedule without first obtaining our written consent.

Within the Development Territory, neither we nor any of our affiliates will operate or grant a franchise for a restaurant business operated under the Proprietary Marks of the type franchised to you, or a similar or competitive business, except for the rights we reserve that are described below. These restrictions will terminate immediately upon the expiration or termination of the Area Development Agreement for any reason.

We and/or our affiliates may engage in any type of business activity in or outside the Development Territory except as we are restricted as described in the preceding paragraph. The Franchise Agreement does not confer upon you any right to participate in or benefit from any other business activity, whether it is conducted under the Proprietary Marks or not. For example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location, including within your Development Territory, so long as the other business does not sell under the Proprietary Marks the type of products or services which your Just Salad Business offers and sells, except as permitted below. You will receive no compensation for these businesses’ sales.

Only we and/or our affiliates have the right to sell within and outside your Development Territory, under the Proprietary Marks, all products or services and/or their components or ingredients – including those used or sold by your Just Salad Restaurant – through any method of distribution other than a Just Salad Restaurant situated within your Development Territory, including the internet/worldwide web; any other form of electronic commerce; “800” or similar toll-free telephone numbers; mail order; catalogs; telemarketing or other direct marketing sales; television sales (including “infomercials”); supermarkets, grocery stores or convenience stores; or, any other channel of distribution except for a Just Salad Restaurant. You will receive no compensation for our or our affiliates’ sales through alternative distribution channels.

In addition, we and/or our affiliates have the right to sell (directly, or through other franchisees or licensees) Just Salad System products and services at nontraditional locations, including nontraditional locations situated in your Development Territory, through the establishment of Just Salad Restaurants, kiosks, mobile units, concessions or “shop in shops.” “Nontraditional locations” include malls and mall food courts; schools and universities; hospital and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; sports arenas and venues; theatres; resorts; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation; and, any other location or venue to which access to the general public is restricted. You will receive no compensation for our or our affiliates’ sales at nontraditional locations.

Both within and outside the Development Territory, only we and/or our affiliates have the right to sell Just Salad System products and services to national, regional and institutional accounts. “National, regional and institutional accounts” are organizational or institutional customers whose presence is not confined to the Franchise Territory of one of your Businesses developed or to be developed hereunder, including (by way of example only): business entities with offices or branches situated both inside and outside of a Franchise Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to a Franchise Territory of yours. Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities within a Franchise Territory of yours). If we receive orders for any Just Salad products or services calling for delivery or performance in a Franchise Territory in which you have an open and operating Just Salad Restaurant Business as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Just Salad franchisee may serve the customer within your Franchise Territory, and you will not be entitled to any compensation. If we receive orders for any Just Salad products or services calling for delivery or performance in a Franchise Territory in which you do not yet have an open and operating Just Salad Restaurant Business (or in any part of the Development Territory which is not a Franchise Territory under this Agreement) as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we, our affiliate or any other Just Salad franchisee may serve the customer within your Franchise Territory, and you will not be entitled to any compensation in connection therewith, until such time as you may open a Business in the Franchise Territory, when again we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer.

We may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business’ facilities, and we may then operate, franchise or license those other businesses and/or facilities under any names or marks other than the Proprietary Marks regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately near it. You will receive no compensation for these activities.

Under the terms of the Area Development Agreement, you waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

We and you will sign a Franchise Agreement for each Business on the Development Schedule in your Area Development Agreement. The first Franchise Agreement you sign (the "First Franchise Agreement") will be in the form of the Franchise Agreement in Exhibit A. All subsequent Franchise Agreements you sign will be in the form of our then current Franchise Agreement, subject to the modifications provided by the Area Development Agreement, including: (a) the Initial Franchise Fee (as defined in the Franchise Agreement) will be the amount described in Item 5 and will be reduced by the amount of the Area Development Fee attributable to the Business in question, and (b) the Continuing Royalty, System Advertising Contribution and local advertising requirements imposed on you by the Franchise Agreement will not be greater than those set forth in the First Franchise Agreement. You must follow the required procedures for signing Franchise Agreements. If you fail to do so, we can terminate the Area Development Agreement.

If you fail adhere to the Development Schedule in your Area Development Agreement by either: failing to execute the Franchise Agreement for each franchised Business on or before the date of execution specified on the Development Schedule, or failing to commence operations of each franchised Business on or before the applicable commencement of operations date specified on the Development Schedule, then we can terminate the Area Development Agreement. If we terminate the Area Development Agreement for this reason, this will not be a termination of any Franchise Agreements you and we signed under which you have already begun operating the franchised Just Salad Businesses covered by the Franchise Agreements if you have fully performed and been in compliance with all of your obligations under those Franchise Agreements. The undeveloped balance of your Development Territory will revert to us, and we may operate or franchise Just Salad Businesses within the undeveloped balance of the Development Territory.

ITEM 13 TRADEMARKS

The principal commercial symbol which we will license to you appears on the cover of this disclosure document. "Proprietary Marks" means our symbols, trademarks, service marks, logotypes and trade names.

In a Cross-License Agreement dated as of May 31, 2017, Just Salad LLC has licensed us to use the Just Salad service mark and other marks, logos, commercial symbols, and other intellectual property owned by our parent, and to sublicense these intellectual property rights to our franchisees. The initial term of the Cross-License Agreement is 20 years. So long as we are not in default, we will have the right to enter into renewal Cross-License Agreements for additional consecutive terms of 20 years each. The Cross-License Agreement can only be modified in a writing signed by the parties. Under the terms of the Cross-License Agreement, Just Salad LLC may continue to operate its own Just Salad restaurants under these or other marks, provided it does not do so within any Territory granted to any of our franchisees. We are not restricted in any way in which we use these intellectual property rights. We therefore essentially have all the rights as the owner of the intellectual property to license others to use the intellectual property. If this Cross-License Agreement were terminated you would have to stop using the marks and all other intellectual property licensed to us under the Cross-License Agreement.

The following are descriptions of the Just Salad service marks, which are the principal Proprietary Marks which we will license to you:

Registration Number	Description Of Mark	Principal Or Supplemental Register	Registration Date
3,202,810	JUST SALAD	Principal	January 23, 2007
5,457,190		Principal	May 1, 2018
5,369,178		Principal	January 2, 2018
5,595,104	REUSE-A-BOWL	Principal	October 30, 2018
6,060,346	Health Tribes	Principal	May 19, 2020
5,778,312	Healthy For Everyone	Principal	June 18, 2019
5,505,107	PICK 2	Supplemental	June 26, 2018
6,020,788	Green Standard	Supplemental	March 24, 2020

We have filed all required affidavits and intend to file all required affidavits when they become due, as prescribed by law.

There are presently no effective determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Proprietary Marks which is relevant to your use. There are no agreements which significantly limit our rights to use or license the Proprietary Marks. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Proprietary Marks in this state or any other state in which the franchised

Business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any Trademark.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Proprietary Marks, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Proprietary Marks. You may not settle or compromise any of these claims without our previous written consent. We will have the right to defend and settle any claim at our sole expense, using our own counsel. You must cooperate with us in the defense. Under the Franchise Agreement, you irrevocably grant us authority to defend or settle these claims. You may participate at your own expense, but our decisions with regard to the defense or settlement will be final. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement.

If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Marks or any variant of the Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

You must comply with any instruction by us to modify or discontinue use of any Proprietary Mark or to adopt or use additional or substituted Proprietary Marks. If this happens, we will reimburse you for your documented expenses of complying (such as changing signs, stationery, etc.). Except for reimbursing your documented expenses of complying, we will not be liable to you for any resulting expenses.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Copyrights

We hold no patents or pending patent applications that are material to the franchise. We claim copyrights on certain software, forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Standards.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the United States Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. Finally, as of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the franchised Just Salad Business will be located.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Proprietary Marks described in Item 13 of this disclosure document.

Confidential Information

You may never – during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated – reveal any of our confidential information to another person or use it for any other person or

business. You may not copy any of our confidential information or give it to a third party except as we authorize.

Under the Franchise Agreement, the following persons must sign our Confidentiality/Non-Competition Agreement (Exhibit D to the Franchise Agreement):

- Before employment or any promotion, your General Manager and all other managerial personnel; and
- If you are a business entity, and as applicable, all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you.

You must irrevocably license to us all intellectual property, services, products, equipment, programs, sales, marketing, advertising and promotional programs, campaigns or materials, and sales methods you develop for the Business. We will not be liable to you in any way because of this license.

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

Franchise Agreement

Under the terms of the Franchise Agreement, you must personally supervise the operation of the franchised Business, unless we permit in writing. You must devote the necessary time and your best efforts for the proper and effective operation of the Business.

If an individual, you must either serve as or designate a General Manager. An entity franchisee must designate a General Manager. The General Manager, who will have day-to-day management responsibility for your Just Salad Business, will exercise on-premises supervision and personally participate in the direct operation of the Business. You must inform us in writing of your General Managers and any successors in advance. Your General Managers must complete the Initial Training Program to our satisfaction. After a General Manager's death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting General Manager within 10 days.

If the franchisee is a business entity, the General Manager need not have any equity interest in the franchisee entity.

The persons listed in Item 14 must sign our confidentiality/non-competition agreement (Exhibit D to the Franchise Agreement) and keep our confidential or proprietary information confidential (see Item 14):

If you are a business entity, each owner of a 5% or greater interest in you must sign a personal guarantee in the form of Exhibit F to the Franchise Agreement.

Area Development Agreement

If you sign an Area Development Agreement, you must personally supervise and participate in the day-to-day operation of your Just Salad Area Development Business.

The persons listed in Item 14 must sign our confidentiality/non-competition agreement (Exhibit D to the Area Development Agreement). If you are a business entity, each owner of a 5% or greater interest in you must sign a personal guarantee in the form of Exhibit E to the Area Development Agreement.

General

All employees you hire or employ at your Just Salad Restaurant will be your employees and your employees alone, and will not, for any purpose, be deemed to be our employees or subject to our direct or indirect control, most particularly with respect to any mandated or other insurance coverage, taxes or contributions, or requirements regarding withholdings, levied or fixed by any governmental authority. You will file your own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation insurance payments for your employees and operations. We will not have the power to hire or fire your employees. Our authority under the Franchise Agreement to train and approve your supervisory or managerial personnel for qualification to perform certain functions at your Just Salad Restaurant does not directly or indirectly vest us with the power to hire, fire or control any of your personnel. You and you alone will be solely responsible for all hiring and employment decisions and functions relating to the Just Salad Restaurant, including those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether you have received advice from us on these subjects or not. Any guidance we may give you regarding employment policies should be considered merely examples. You will be responsible for establishing and implementing your own employment policies, and should do so in consultation with local legal counsel experienced in employment law.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell all food, beverage and other menu items, products, services, and programs which are part of the Just Salad System and all other products, services, and programs which we in the future incorporate into the Just Salad System. You are free from the obligation to sell any of these products, services or programs if you are prohibited by local law or regulation from selling it or we have granted you our advance written approval to exclude it. You may not sell any food, beverage or other menu item, product, service, or program which is not a part of the Just Salad System or which we delete from the System. You may not sell any alcoholic beverages.

We may add to, delete from or modify the menu items, products, services, and programs which you can and must offer and sell or we may modify the System. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes.

You must offer and sell all menu items that we periodically require and you may not offer any menu item that we have not authorized or for which we have notified you that we have withdrawn our authorization or requirement. In preparing, dispensing and selling Just Salad products, you may use only those products, recipes, components, ingredients, flavorings and garnishes which meet our then current requirements and specifications.

In dispensing the Just Salad products, you may only use our environmentally friendly reusable bowls, and such other container, napkins and other paper goods and packaging bearing our then currently approved text and designs and which otherwise meet our then current requirements, specifications and quality standards.

From time to time you may be required, at your own expense, to participate in the testing of new menu items, salad dressings, salad toppings, products, services or programs and, in connection therewith, maintain appropriate records relating thereto and report such testing results to us as we may specify (in our Standards or otherwise).

If you would like to sell any product, service or program which is not a part of the Just Salad System, then you must obtain our advance written permission. If we grant our advance written approval, then the product, service or program in question will become a part of the Just Salad System. We may authorize it for sale at other Just Salad Restaurants, but will not be required to do so. We may later revoke our approval. We will own all rights associated with the product, service or program, and you will not be entitled to any compensation in connection with it.

In addition to modifications of the Just Salad System, we may at times co-brand one or more restaurant concepts which we or our affiliates operate with Just Salad System Restaurants and/or offer for sale in Just Salad System Restaurants products sold in businesses operated by us and/or our affiliates (collectively, "Co-Branding"). This Co-Branding may involve changes to the Proprietary Marks, and may require you to modify the building and premises of your Just Salad System Restaurant and the furnishing, fixtures, equipment, signs and trade dress at your Just Salad System Restaurant. If you receive written notice of our institution of Co-Branding, you must implement the Co-Branding at your franchised Business. The Franchise Agreement does not place any limit on our rights of to require you to make changes for Co-Branding.

You may only sell Just Salad System products and services at retail, and you may not engage in the wholesale sale and/or distribution of any Just Salad product, service, equipment or other component, or any related product or service.

You must participate in all pricing, gift card, gift certificate, rewards and loyalty, coupon, and other promotional programs we establish, to the extent allowed by law. We will provide in our Standards our current policies and practices for allocating funds generated from the sale or redemption of gift cards, gift certificates, and reward or loyalty points that involve multiple Just Salad Restaurants. If we set up a rewards or loyalty program to earn points towards future purchases (whether through your Just Salad Restaurant or another Just Salad Restaurant), we may require you to honor the terms and conditions of these programs at your Just Salad Restaurant. You may not create or issue your own gift cards, gift certificates, rewards or loyalty programs, or coupons. We may modify, change, or discontinue these programs at any time and without notice to you.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise, area development and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to this Disclosure Document. See Exhibits A and B.

THE FRANCHISE RELATIONSHIP

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.01	Term is ten years from the effective date.
b. Renewal or extension of the term	Section 4.02, 13.01	You can enter into Renewal Franchise Agreements for a term of ten years each if you (a) notify us no more than nine months and no less than six months before expiration; (b) comply with the Franchise Agreement and Standards and you did so and met your material obligations on time throughout the Initial Term; and, (c) satisfy all monetary obligations to us, our affiliates, landlord and suppliers.
c. Requirements for you to renew or extend	Section 13.01	a. Design and remodel your Restaurant. b. Renew your lease on terms acceptable to you and us, or lease an acceptable new Just Salad Restaurant Location in your Territory without any interruption of business. c. Sign a General Release (subject to applicable state law) in the form of Exhibit H (but <u>not</u> releasing us from future claims under the Renewal Franchise Agreement). d. You or your General Manager (as the case may be), and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense. e. You must pay us a Renewal Fee of 50% of our then-current Initial Franchise Fee for similar franchised territories, but the Renewal Fee for the first Renewal Term will be no greater than the Initial Franchise Fee which you paid under the Franchise Agreement. You may be asked to sign a contract with materially different terms and conditions than your original contract, but there will be no initial franchise fee, the limited renewal rights of the Franchise Agreement will be incorporated, the boundaries of the Territory will remain the same, and the Continuing Royalty on renewal will not be greater than the Continuing Royalty that we then impose on similarly-situated renewing franchisees.
d. Termination by you	Section 17.02, 17.05	a. You may terminate the Franchise Agreement if you and we agree in writing. b. Your failure to pay any Continuing Royalties, System Advertising Fund Contributions or other money after you receive notice of the default granting an opportunity to cure, will mean that you are willfully and wrongful breaching the Franchise Agreement and that you have decided to reject and terminate the Franchise Agreement and all Agreements between you and us (or our affiliates) related to the Franchise Agreement.
e. Termination by us without cause	Not Applicable	Not Applicable.

f. Termination by us with cause	Article 17	We may terminate only if you default. The Franchise Agreement describes defaults throughout – please read it carefully.
g. “Cause” defined - defaults which can be cured	Section 17.03	You have 15 days to cure the default if you do not comply with any lawful Franchise Agreement or Standards provision or requirement or otherwise fail to fulfill the terms of the Franchise Agreement in good faith, except for defaults described in h. below. Examples of curable defaults include: a. You do not pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your franchised Business under any arrangement with us. The cure period for this default will be 5 days after written notice of default. If you do not cure within the shortened cure period, the Franchise Agreement will terminate immediately upon expiration of the 5-day cure period, or any longer period required by applicable law. b. You do not submit required reports or make any false statement in connection with any reports or information you submit to us. c. You sell unauthorized products or services. d. You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers e. You engage in any business, or market any product or service, under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks. f. You do not pay any taxes on your Business when due. g. You do not use the Proprietary Marks and/or trade dress solely in the manner and for the purposes we direct. h. You violate the restrictions relating to advertising or do not participate in the programs related to advertising and sales promotion. i. You do not indemnify us. j. You permit a continued violation in connection with the operation of the franchised Business of any law, ordinance, rule or regulation, in the absence of a good faith dispute. k. You fail to obtain or maintain a required permit, certificate or other governmental approval. l. You employ an individual who is not legally eligible for employment in the United States. m. You fail to operate your Just Salad Restaurant during the days and hours specified in our Standards without our advance written approval. n. You default under any agreement between you and the landlord of your Restaurant Location and do not cure within the time provided in the lease. o. You fail to maintain and operate your Restaurant and any delivery vehicles in a good, clean and sound manner, in strict compliance with our standards. p. You do not engage and have us train a successor or replacement General Manager. q. You fail to maintain the Bank Account throughout the entire term of the Franchise Agreement. r. You do not comply with any other lawful provision or requirement of the Franchise Agreement or any specification, standard or operating procedure we prescribe.
h. “Cause” defined - non-curable defaults	Sections 17.01 and 17.02	Automatic, without notice: bankruptcy, insolvency, receivership, dissolution or levy. On notice to you: a. You fail to open the franchised Restaurant within ten months following our signing of the Franchise Agreement or cease to operate the Restaurant, abandon the franchise, or, fail to operate your Restaurant for three consecutive days

		during which you are required to operate, unless due to causes beyond your control. b. You omitted or misrepresented a material fact in information you furnished us in connection with our decision to sign the Franchise Agreement. c. You and we agree in writing to terminate. d. You do not secure a Restaurant Location within the required time limits and procedures. e. You lose the right to possess the Restaurant Location, but if the loss is due to no fault of yours, you may apply for approval to relocate and reconstruct. f. You, your General Manager and/or if you are a business entity, any owner, member, shareholder, director or manager of yours is convicted of a felony, etc. g. You make an unauthorized transfer. h. You do not comply with the in-term covenant not to compete, or obtain the required additional covenants, or you violate the restrictions pertaining to the use of Confidential Information. i. Before you open, we determine that you or your General Manager failed to attend or successfully complete the Initial Training Program (after the opportunity to repeat training). j. You knowingly conceal revenues, knowingly maintain false books or records, or submit any substantially false report to us. k. You do not maintain the required financial records. l. An audit shows that you understated your Gross Revenues by 8% or more for any month or for the entire period of examination. m. You refuse us permission to inspect or audit. n. You take any funds withheld from your employees' wages which should have been set aside for the franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take our property; systemically fail to deal fairly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against or to discharge any agent, servant or employee who has embezzled. o. After curing a default which is subject to cure, you commit the same default within 36 months. p. You make a willful misrepresentation or do not make a material disclosure required by a governmental authority. q. You do not cure a default which materially impairs the goodwill associated with our Proprietary Marks after at least 72 hours' written notice to cure. r. You fail for 15 days after notice to comply with any law or regulation applicable to the Business. s. You repeatedly fail to comply with one or more requirements of this Franchise Agreement, whether or not corrected after notice. t. You do not devote the amount of your time and attention and/or your best efforts to the performance of your duties necessary for the proper and effective operation of your franchised Business. u. You do not immediately repay us or our affiliates for any amounts we advance on your behalf. v. You do not purchase or maintain required insurance. w. You subject yourself and/or us to widespread publicity or ridicule. x. You breach advertising standards and fail to cure within 3 days following written notice.
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		y. You purchase any proprietary products or services or purchase any non-proprietary goods or services under a systemwide supply contract we negotiate, and you use, sell or otherwise exploit them for the benefit of any other individual, entity or business. z. You operate your franchised Business and/or your Just Salad Restaurant in a fashion that, in our sole judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then besides terminating the Franchise Agreement upon notice, we may direct you to immediately close your Restaurant(s); you must immediately comply with our direction; and, you must hold us harmless from and against any claims relating to our direction to close your Restaurant(s). aa. You use our Confidential Information and/or Proprietary Marks in a way not specifically authorized, or for the benefit of any individual or entity other than your franchised Business. bb. You interfere or attempt to interfere with our ability or right to franchise or license others to use the System and/or Proprietary Marks cc. You engage in any act or conduct, or fail to engage in any act or conduct, which under the Franchise Agreement specifically authorizes us to terminate the Franchise Agreement immediately upon notice to you.
i. Your obligations on termination/nonrenewal	Article 18	a. Pay all money owing to us, our affiliates and third parties. b. Stop using our Proprietary Marks, Confidential Information, trade secrets and Standards. c. Cancel assumed name or equivalent registration which contains "Just Salad," or any other Proprietary Marks of ours, or any variant, within 15 days. d. If we terminate the Franchise Agreement for your default or you terminate through failure to make payment following notice to cure (see section d. above), pay us all expenses and damages incurred as a result of your default or termination. Damages may include, for example, lost profits, lost opportunities, damage to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new Business for the Territory. e. If we request, assign us your interest in the Restaurant Location lease and vacate promptly. f. Immediately deliver to us all confidential information, manuals, computer software and database material, customer lists, records and files, forms, advertising and promotional material, signs and related items which bear our Proprietary Marks. g. Immediately sign agreements necessary for termination. h. Stop using the telephone numbers listed in directories under the name "Just Salad " or any confusingly similar name. i. Strictly comply with the post-termination/post-expiration covenants not to compete. j. Continue to abide by restrictions on the use of our Confidential Information, trade secrets and know-how. k. Immediately refrain from engaging in any contacts with customers, suppliers and all vendors of the Just Salad Restaurant. l. Immediately surrender to us all computer software, data storage disks or tapes and other electronic media used in the operation of the franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming.

		m. If we request, assign us your interest in the Restaurant Lease and vacate promptly n. In 15 days, arrange with us for an inventory of personal property, fixtures, equipment, inventory and supplies. We have option for 30 days to buy these at fair market value o. If we choose not to take over the Restaurant, redecorate and remodel it to deidentify it. If we terminate for cause, we can take possession of the Business. If you dispute the termination, then we can operate the Business until the final court determination. If the court decides the termination was not valid, we must make a complete accounting for the period when we operated the Business
j. Assignment of contract by us	Section 14.01	We will have the right to assign if the assignee is financially responsible and economically capable of performing our obligations under the Franchise Agreement, and agrees to perform these obligations. We may sell our assets, Proprietary Marks, or System; go public, etc. (see Franchise Agreement).
k. "Transfer" by you – definition	Section 14.02	Any assignment, transfer, subfranchising, sublicensing, sale, redemption or division of Agreement, franchised Business, Restaurant, any interest in them or a business entity franchisee.
l. Our approval of transfer by you	Section 14.02, 14.03	No transfer without our consent except as provided in Franchise Agreement (for example, transfer to a business entity you form for convenience.).
m. Conditions for our approval of transfer	Section 14.04	a. The person to whom you propose to transfer (the "transferee") must apply to us for acceptance. b. Transferee must come to personal interview, or we may meet with transferee at his, her or its business or residence, and if we do you must reimburse us for our travel, lodging, meal and personal expenses. c. Transferee (or, if a business entity, the principals of the proposed transferee) must demonstrate the skills, qualifications, ethics, moral values and economic resources. necessary, in our reasonable judgment, to conduct the Business and to fulfill obligations to you. d. Transferee and his/her/its proposed General Manager must attend and successfully complete Initial Training Program before assignment (and other training if we wish), at transferee's expense. e. The landlord of the Restaurant Location must consent in writing to the assignment of lease. f. You must have cured any existing defaults, fully comply with all obligations to us and satisfy your outstanding monetary obligations to third parties. g. Transferee must sign new Franchise Agreement (but need not pay another Initial Franchise Fee). The term of the new Franchise Agreement will be the balance of your Franchise Agreement. h. Transferee must have acquired, or will be able to immediately acquire following the signing of the new Franchise Agreement, all permits, licenses and other authorizations legally necessary to operate Business. i. The Total Sales Price may not be so excessive, in our determination, that it jeopardizes the continued economic viability and future operations of the franchised Business and/or the transferee. See Franchise Agreement for definition of "Total Sales Price." j. If transferee is a business entity, owners must sign guarantees and confidentiality/ non-competition agreements.

		k. You and your owners must sign a general release (subject to applicable state law). l. If the transferee is a business entity, all of the requirements of its new Franchise Agreement concerning business entities must be complied with before we sign the new Franchise Agreement and must continue to be complied with. m. You must give us copies of the proposed assignment contract and signed assignment contract. n. The transferee, at its expense, must upgrade the Just Salad Kitchen to conform with then-current standards and specifications within the time we reasonably specify. o. You must pay us a transfer fee of 1% of the total sales price. The total sales price includes all consideration that you receive from the sale.
n. Our right of first refusal to purchase your business	Section 14.06	We can match any offer for your Business.
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 14.05	On your death or disability your rights pass to your "Estate." Your Estate may continue operating the Business if it provides an acceptable General Manager. This General Manager must successfully complete our next Initial Training Program and assume full-time operation of the franchise within 1 month of your death or disability. From the date of your death or disability until a General Manager assumes full time control, we can operate your Business, but need not do so. See Item 6. Or, the Estate may sell the franchise in accordance with the requirements described in m. above
q. Non-competition covenants during the term of the franchise	Section 12.02	No involvement in competing business anywhere in U.S.
r. Non-competition covenants after the franchise is terminated or expires	Section 12.02	No competing business for 2 years within your Territory, within 10 miles of the perimeter of your Territory, or within 10 miles of the perimeter of (or within) any Just Salad Business Territory.
s. Modification of the agreement	Sections 7.01, 26.01	No oral modifications generally, but we may change the Standards. Any Standards change will not conflict with or materially alter your rights and obligations under the Franchise Agreement.
t. Integration/merger clause	Section 25.01	Only the terms of the Franchise Agreement, the Exhibits to the Franchise Agreement and all agreements signed with it are enforceable (subject to state law). Our integration/merger clause does not disclaim the representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	No provision for arbitration or mediation.
v. Choice of forum	Section 30.04	Litigation must be at a state or federal district court of competent jurisdiction in the state, county and judicial district in which our principal place of business is then located, which is currently New York state, New York county, and the Southern District of New York.
w. Choice of law	Section 30.03	New York law applies.

Area Development Agreement

Provisions	Section in Area Development Agreement	Summary
a. Length of the area development franchise term	Section 4.01	Term is from date we sign agreement until the earlier of either the actual or scheduled date of execution of the last Franchise Agreement scheduled to be signed under the Area Development Agreement.
b. Renewal or extension of the term	Not Applicable	Not Applicable. The Area Development Agreement is not renewable.
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	Section 15.02	You and we agree in writing to terminate.
e. Termination by us without cause	Not Applicable.	Not Applicable
f. Termination by us with cause	Article 15	We may terminate only if you default. The Area Development Agreement describes defaults throughout – please read it carefully.
g. “Cause” defined – defaults which can be cured	Section 15.03	Except for defaults described in h. below, you have 15 days to cure any default under the Area Development Agreement.
h. “Cause” defined – non-curable defaults	Sections 15.01 and 15.02	Automatic, without notice: bankruptcy, insolvency, receivership, dissolution or levy. On notice to you: a. You omitted or misrepresented any material fact in the information you furnished us in connection with our decision to enter into the Agreement b. You and we agree in writing to terminate. c. You (or any principal of a corporation, partnership or proprietorship franchisee, or your General Manager) are convicted of a felony, fraud, etc. d. You make an unauthorized transfer. e. You do not comply with the in-term covenant not to compete, or obtain the required additional covenants, or you violate the restrictions pertaining to the use of Confidential Information. f. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority. g. You use or duplicate any aspect of our System, services, programs or products in an unauthorized fashion. h. You engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks. i. You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Businesses, us or the Just Salad System.
i. Your obligations on termination/nonrenewal	Article 16	a. Pay all money owing to us or our affiliates, and third parties. b. If we terminate the Agreement for your default, pay us all expenses, including attorney’s and expert’s fees. c. Cancel assumed name or equivalent registration which contains “Just Salad,” or any other Proprietary Marks of ours, or any variant, within 15 days. d. Immediately sign all agreements necessary for termination.

		e. Strictly comply with the post-termination/post-expiration covenants not to compete. f. Continue to abide by restrictions on the use of our Confidential Information. Termination of the Area Development Agreement for your failure to comply with the Development Schedule will not terminate any of the Franchise Agreements you already signed with us, so long as you have opened the Businesses covered by the signed Franchise Agreements and you are not in default of the Franchise Agreements. The rest of the Territories revert to us, and we can then operate or franchise others to operate Businesses within those Territories.
j. Assignment of contract by us	Section 12.01	We will have the right to assign if the assignee is financially responsible and economically capable of performing our obligations under the Franchise Agreement, and agrees to perform these obligations. We may sell our assets, Proprietary Marks, or System; go public, etc. (see Franchise Agreement)
k. "Transfer" by you – definition	Section 12.02	Any assignment, transfer, subfranchising, sublicensing, sale, redemption or division of the area development franchise, the Area Development Agreement, the Restaurant franchises, the Franchise Agreements, the franchised Restaurants or any interest in them.
l. Our approval of transfer by you	Section 12.02, 12.03, 12.04	No transfer except transfer to a business entity you form for convenience or upon death or disability (see p. below).
m. Conditions for our approval of transfer	Sections 12.03, 12.04	See l. above
n. Our right of first refusal to purchase your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 12.04	On your death or disability your rights pass to your "Estate." Your Estate may continue operating the Business if it provides an acceptable Area Business Manager. This Area Business Manager must successfully complete our next Initial Training Program and assume full-time operation of the Business within 1 month of your death or disability.
q. Non-competition covenants during the term of the franchise	Section 11.01	No involvement in competing business anywhere in U.S.
r. Non-competition covenants after the franchise is terminated or expires	Section 11.01	No competing business for 2 years within your Development Territory, within 10 miles of the perimeter of your Development Territory, or within 10 miles of the perimeter of (or within) any Just Salad Territory, Development Territory or market area.
s. Modification of the agreement	Section 23.02	No oral modifications.
t. Integration/merger clause	Section 23.01	Only the terms of Area Development Agreement, Franchise Agreements and all agreements signed with either of them are enforceable (subject to state law). Our integration/merger clause does not disclaim the representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	No provision for dispute resolution by arbitration or mediation.

v. Choice of forum	Section 26.04	Litigation must be at a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located, which is currently New York state, New York county, and the Southern District of New York..
w. Choice of law	Section 26.03	New York law applies. Your state law may supersede this provision and it may not be enforceable in your state.

See the state addenda to the Franchise Agreement, Area Development Agreement and disclosure document for special state disclosures.

ITEM 18 PUBLIC FIGURES

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

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 Franchise Administration Department at 663 Lexington Ave, Floor 2, New York, New York 10022, (212) 244-1111, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021[2]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	1	+1
	2020	1	3	+2
	2021	3	5	+2
Company-Owned[1]	2019	27	34	+7
	2020	34	37	+3
	2021	37	42	+5
	2019	27	35	+8

Total Outlets	2020	35	40	+5
	2021	40	47	+7

Table No. 2
Transfers of Franchised Outlets from Franchisees
to New Owners (other than the Franchisor)
For Years 2019 to 2021[2]

State	Year	Number of Transfers
Total	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021[2]

Location	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
North Carolina	2019	0	1	0	0	0	0	1
	2020	1	2	0	0	0	0	3
	2021	3	1	0	0	0	0	4
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Total	2019	0	1	0	0	0	0	1
	2020	1	2	0	0	0	0	3
	2021	3	2	0	0	0	0	5

Table No. 4
Status of Company-Owned Outlets[1]
For 2019 to 2021[2]

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
Florida	2019	0	2	0	0	0	2
	2020	2	4	0	0	0	6
	2021	6	1	0	0	0	7
Illinois	2019	4	2	0	0	0	6
	2020	6	0	0	0	0	6
	2021	6	1	0	0	0	7

New Jersey	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
New York	2019	20	3	0	0	0	23
	2020	23	0	0	1	0	22
	2021	22	3	0	0	0	25
Pennsylvania	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Total	2019	27	7	0	0	0	34
	2020	34	4	0	1	0	37
	2021	37	5	0	0	0	42

Table No. 5
Projected Openings between December 27, 2021 and December 25, 2022
(Our Next Fiscal Year)

State	Franchise Agreements Signed But Outlet Not Opened as of December 26, 2021	Projected New Franchised Outlets in Our Next Fiscal Year	Projected New Company-Owned Outlets in Our Next Fiscal Year
Colorado	0	0	0
Florida	0	0	5
Illinois	0	0	0
New York	0	0	7
New Jersey	0	1	2
North Carolina	0	0	0
Connecticut	0	0	1
Total	0	1	15

Notes to Tables Above

- [1] Our parent, Just Salad LLC, owns and operates the existing company-owned outlets, and will own and operate any new company-owned outlets.
- [2] The information in Tables 1-4 above is as of our last 3 fiscal years end, which were December 29, 2019, December 27, 2020, and December 26, 2021 (the last Sunday in each calendar year).

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

As of December 26, 2021, as stated in Exhibit F, we did not terminate, cancel or not renew the franchise of any franchisee in any state. There is no franchisee in any state who, during the same period, transferred his or her franchise or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the same period. There is no franchisee in any state who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Just Salad. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. As of December 26, 2021, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system.

ITEM 21 FINANCIAL STATEMENTS

Attached at Exhibit C are our audited financial statements for the fiscal years ended December 26, 2021, December 27, 2020, and December 29, 2019.

Also attached at Exhibit C are our unaudited financial statements as of February 20, 2022. These financial statements have been prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no independent certified public accountant has audited these figures or expressed an opinion with regard to their content or form.

ITEM 22 CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit A and B.

Exhibit A includes our Franchise Agreement and all exhibits to it, including the following agreements: Required Provisions for Lease Rider; Confidentiality/Non-Competition Agreement; Sample By-Laws of Regional Advertising Cooperative; Releases; Guarantee; and Addendum to Franchise Agreement (SBA).

Exhibit B includes our Area Development Agreement and all exhibits to it, including the following agreements: First Franchise Agreement; Confidentiality/Non-Competition Agreement; and, Guarantee.

Exhibit E includes the State Addenda.

ITEM 23 RECEIPTS

You will find copies of a detachable receipt in Exhibit G at the very end of this disclosure document.

EXHIBIT A

FRANCHISE AGREEMENT AND RELATED MATERIALS

EXHIBITS TO FRANCHISE AGREEMENT:

EXHIBIT A	RESTAURANT LOCATION AND FRANCHISED TERRITORY
EXHIBIT B	PROPRIETARY MARKS
EXHIBIT C	REQUIRED PROVISIONS FOR LEASE RIDER
EXHIBIT D	CONFIDENTIALITY/NON-COMPETITION AGREEMENT
EXHIBIT E	SAMPLE BY-LAWS OF REGIONAL ADVERTISING COOPERATIVE
EXHIBIT F	GUARANTEE
EXHIBIT G	GENERAL RELEASE - TERMINATION
EXHIBIT H	GENERAL RELEASE - RENEWAL
EXHIBIT I	GENERAL RELEASE – ASSIGNMENT
EXHIBIT J	ADDENDUM TO FRANCHISE AGREEMENT (SBA)

JUST SALAD FRANCHISE US LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

1.	PURPOSE AND SCOPE OF THIS AGREEMENT	1
2.	GRANT OF FRANCHISE AND LICENSE	1
3.	TERRITORY	1
4.	TERM AND RENEWAL	3
5.	YOUR PAYMENTS TO US	4
6.	SITE SELECTION, CONSTRUCTION, TRADE DRESS AND LEASE REQUIREMENTS	6
7.	OUR DUTIES	9
8.	YOUR DUTIES	11
9.	INSURANCE	21
10.	ADVERTISING	23
11.	RECORDS, AUDITS AND REPORTING REQUIREMENTS	27
12.	CONFIDENTIAL INFORMATION AND COVENANTS NOT TO COMPETE	29
13.	CONDITIONS TO AND PROCEDURES GOVERNING RENEWAL	32
14.	ASSIGNMENT	33
15.	PROPRIETARY MARKS	39
16.	RELATIONSHIP OF THE PARTIES	42
17.	DEFAULT AND TERMINATION	43
18.	FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT	47
19.	UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)	50
20.	WAIVER AND DELAY	50
21.	NOTICE OF OUR ALLEGED BREACH	50
22.	OUR RIGHT TO CURE DEFAULTS	50
23.	OUR WITHHOLDING OF CONSENT – YOUR EXCLUSIVE REMEDY	51
24.	INJUNCTION	51
25.	INTEGRATION OF AGREEMENT	51
26.	NO ORAL MODIFICATION	52
27.	NOTICES	52
28.	MISCELLANEOUS	52
29.	SEVERABILITY	53
30.	COSTS OF ENFORCEMENT; ATTORNEYS’ FEES; GOVERNING LAW; VENUE	53
31.	LIABILITY OF “FRANCHISEE”; GUARANTEE	55
32.	SURVIVAL	55
33.	OUR BUSINESS JUDGMENT	55

34.	YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS	56
35.	SUBMISSION OF AGREEMENT	57

EXHIBITS:

- A. RESTAURANT LOCATION AND FRANCHISED TERRITORY
- B. PROPRIETARY MARKS
- C. REQUIRED PROVISIONS FOR LEASE RIDER
- D. CONFIDENTIALITY/NON-COMPETITION AGREEMENT
- E. SAMPLE BY-LAWS OF REGIONAL ADVERTISING COOPERATIVE
- F. GUARANTEE
- G. GENERAL RELEASE - TERMINATION
- H. GENERAL RELEASE - RENEWAL
- I. GENERAL RELEASE - ASSIGNMENT
- J. ADDENDUM TO THE FRANCHISE AGREEMENT (SBA)

JUST SALAD FRANCHISE US LLC

FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between JUST SALAD FRANCHISE US LLC, a Delaware limited liability company with its principal office at 711 3rd Ave, Floor 2, New York, New York 10017 ("we," "us," "our" or "Franchisor") and _____ whose principal address is _____ ("you," "your" or "Franchisee"), as of the date signed by us and set forth opposite our signature on this Agreement (the "Effective Date").

1. PURPOSE AND SCOPE OF THIS AGREEMENT

1.01 The Just Salad Businesses, Restaurants, System and Proprietary Marks

We and/or our affiliates have developed a proprietary system (the "Just Salad System" or the "System") for opening and operating businesses (each a "Just Salad Business"), that operate restaurants (each, a "Restaurant"), specializing in the sale of salads, wraps, bowls, soups, smoothies (and related products and services), where customers can select from a wide variety of salad toppings and dressings for their salads or purchase from among a wide selection of salads designed by Just Salad's chef. The System makes use of the trademark, service mark and fictitious business name "Just Salad," translations of it in any language and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and other intellectual property (collectively, the "Proprietary Marks"), which we will designate as licensed to you in this Agreement, Exhibit B hereto, in our Standards (as described below) and/or otherwise.

2. GRANT OF FRANCHISE AND LICENSE

2.01 Grant of Franchise and Licenses

We grant you, and you accept, the right to use the Proprietary Marks and the System in connection with establishing and operating a Just Salad Business and Restaurant within the Territory specified in Section 3.01 of this Agreement. You agree to use the Proprietary Marks and Just Salad System as we may change, improve, modify or further develop them from time to time as provided in this Agreement, and only in accordance with the terms and conditions of this Agreement and all related agreements.

3. TERRITORY

3.01 Territory

Your right to operate a Just Salad Business and Restaurant is restricted to the geographic area described in Exhibit A (the "Territory"). Your Just Salad Business may establish only one Just Salad Restaurant within the Territory under this Agreement.

3.02 Our Restrictions

Within the Territory, neither we nor any affiliate (meaning any individual or entity we control, which controls us which is under common control with us, together our "affiliates") will operate or grant a franchise for a restaurant business operated under the Proprietary Marks of the type franchised to you hereunder, or a similar or competitive business, except as provided in Section 3.04 ("Rights We Reserve"). These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

Outside of the Territory, we and/or our affiliates reserve the right to operate any number of Just Salad Restaurants, and/or authorize others to operate same, at any location whatsoever (including one or more locations that may be proximate to, but not within, the Territory).

3.03 Your Restrictions

Your Just Salad Business may only offer and sell its products and services in, at and from your Just Salad Restaurant. Under no circumstance may your Business sell any products or services through any alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce; "800" or similar toll-free telephone numbers; catalogs; or, any other channel of distribution whatsoever except for your franchised Just Salad Restaurant.

You may only engage in the retail sale of Just Salad System products and services. You are prohibited from engaging in the wholesale sale or distribution of any Just Salad System products or services, or the products, equipment, and services which your Just Salad Restaurant is required or permitted to use or sell under this Agreement, or any component or ingredient of any of the foregoing which now or in the future constitutes part of the Just Salad System. "Retail sale" means any sale by you directly to an ultimate consumer. "Wholesale sale or distribution" means any sale or distribution by you to a third party for resale, retail sale, or further distribution. "Component" means any constituent part, ingredient, element, segment or derivative.

3.04 Rights We Reserve

You agree that we and/or our affiliates may engage in any business activity whatsoever in or outside the Territory except as we are restricted by Section 3.02 of this Agreement, and that this Agreement does not confer upon you any right to participate in or benefit from any such other business activity (regardless of whether it is conducted under the Proprietary Marks or not). Our rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. We thus may engage in, or authorize others to engage in, any form of business offering and selling any type of product or service except as restricted by Section 3.02 above. By way of example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location whatsoever, including within your Territory, so long as such other business does not sell under the Proprietary Marks the type of products or services which your franchised Just Salad Restaurant offers and sells (except as permitted below). Further, we and/or our affiliates may own, operate or authorize others to own or operate Just Salad Restaurants at any location outside of your Territory (including immediately proximate thereto).

In addition, you understand and agree that we and/or our affiliates alone have the right to offer and sell within and outside your Territory, and under the Proprietary Marks, any and all products or services and/or components or ingredients thereof (including those used or sold by your franchised Just Salad Restaurant), and whether or not a part of the Just Salad System, through any method of distribution other than a Just Salad Restaurant situated within your Territory including, without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); supermarkets, grocery stores or convenience stores; or, any other channel of distribution whatsoever except for a Just Salad Restaurant.

You also understand and agree that we and/or our affiliates have the right to offer and sell (directly, or through other franchisees or licensees) Just Salad System products and services at any and all nontraditional locations, including nontraditional locations situated in your Territory, through the establishment of Just Salad Restaurants, kiosks, mobile units, concessions or "shop in shops," and that, by contrast, you are precluded in engaging in such activity. "Nontraditional locations" includes: food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospital and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; sports arenas and venues; theatres; resorts; food service fulfillment centers; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores);

military bases and installations; airlines, railroads and other modes of mass transportation; and, any other location or venue to which access to the general public is restricted.

You further agree that, both within and outside the Territory, we and/or our affiliates alone have the right to sell Just Salad System products and services to national, regional and institutional accounts. "National, regional and institutional accounts" are organizational or institutional customers whose presence is not confined to your Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Territory. Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities within your Territory). If we receive orders for any Just Salad products or services calling for delivery or performance in your Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Just Salad franchisee may serve the customer within your Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program will be set forth in our Standards.

You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than, while this Agreement is in effect, the Proprietary Marks regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately proximate thereto.

You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

4. TERM AND RENEWAL

4.01 Initial Term

The initial term ("Initial Term") of this Agreement will be ten years, beginning on the date we sign this Agreement (the "Effective Date"), unless this Agreement is sooner terminated in accordance with its provisions.

4.02 Renewal Term and Renewal Agreement

You will have the right to enter into consecutive Renewal Franchise Agreements, each featuring a term of ten years (a "Renewal Term") if you have complied with the conditions and procedures for renewal specified below. The first Renewal Term will begin on the date that the Initial Term expires and each succeeding Renewal Term will begin on the date that the previous Renewal Term expires. Each Renewal Franchise Agreement will supersede and may materially vary from this Agreement in all respects. Renewal Franchise Agreements will not take the form of an extension of this Agreement; but, instead, will take the form of our then-current franchise agreement, except that no "initial franchise fee" will apply to you; the boundaries of your Territory will remain the same; the limited renewal rights identified in this Agreement will be incorporated (as applicable); and, the Continuing Royalty on renewal will not be greater than the Continuing

Royalty that we then impose on similarly situated renewing franchisees. The conditions to and procedures governing your right to renew are set forth in Article 13.

5. YOUR PAYMENTS TO US

5.01 Initial Franchise Fee

You agree to pay us an Initial Franchise Fee in the amount of \$30,000. The Initial Franchise Fee is payable in full when you sign this Agreement; is not refundable except as specifically provided in this Agreement; and, will be deemed fully earned when paid, not in exchange for any particular products, services or assistance but, instead, solely in consideration of our execution of this Agreement.

5.02 Continuing Royalty

You agree to pay us a weekly Continuing Royalty equal to 6% of your previous week's Gross Revenues, as defined in Section 5.05. We will debit your Continuing Royalty directly from the Bank Account as provided in Section 5.04 of this Agreement and as specified in our Standards. The Continuing Royalty is not in exchange for any particular goods, services or assistance we may furnish you but, instead, is solely in consideration of our granting you the franchise conferred by this Agreement.

5.03 System Advertising Contribution

You agree to pay us a weekly System Advertising Contribution equal to 1.5% of your prior week's Gross Revenues (as defined in Section 5.05). We will debit your System Advertising Fund Contribution directly from the Bank Account as provided in Section 5.04 of this Agreement and as specified in our Standards. These System Advertising Contributions will be expended as provided for in Section 10.01 below.

5.04 The Bank Account

A. At the effective date of this Agreement and throughout the term of this Agreement, you agree to establish and maintain a segregated bank account at a bank or other financial institution which we designate (the "Bank Account"). The Bank Account must be established and maintained solely for the purposes set forth in this Section 5.04 and our Standards.

B. You agree to instruct the institution holding the Bank Account to allow us access to the Bank Account for collection of Continuing Royalties, System Advertising Contributions and all other fees and payments provided for in this Agreement. The Bank Account must have the capacity to make payments and receive credits through electronic debiting. You hereby grant us the right to debit the Bank Account (electronically or otherwise) for Continuing Royalties, System Advertising Contributions and any and all amounts you owe us or our Affiliates under this Agreement and you agree to execute whatever documents the institution holding the Bank Account and our financial institutions may require for this purpose. Under no circumstances will our access to the Bank Account be deemed our control or our joint control of the Bank Account.

C. You agree to continuously maintain a minimum balance in the Bank Account of \$2,000 or such higher continuous minimum balance as we deem reasonably necessary. You are responsible for all administrative costs charged by your bank and you agree to reimburse us for all extraordinary costs we incur in collecting or attempting to collect funds due to us or our Affiliates from the Bank Account (for example and without limitation, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance as required by the terms of this Agreement).

D. We will notify you of the date and amount of each debit we make from your Bank Account at the time and in the manner specified in our Standards.

E. You may not change the Bank Account without our advance written approval.

F. The Bank Account must be established so that we can audit it at any time upon notice to you. If the electronic funds transfer system enabling us to electronically debit your Bank Account is not functioning at any time for any reason, you agree to ensure that we and/or our Affiliates otherwise receive payment for any and all amounts due us and/or our Affiliates and by the date due, in the form of a check, money order or any other form acceptable to us.

G. Upon the termination or expiration of this Agreement, you agree to keep the Bank Account open and to continue our ability to debit the Bank Account until you have satisfied all financial obligations to us and our Affiliates.

5.05 Definition of Gross Revenues

"Gross Revenues" means all revenues and income from any source that you derive or receive from, through, by or on account of the operation of the franchised Business, as well as the proceeds from any business interruption insurance related to the non-operation of the franchised Business, and whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not you ultimately receive payment on credit transactions), or otherwise. Gross Revenues will not include gratuities to employees paid by your customers. You may deduct from Gross Revenues, to the extent that they have been included in your calculation of Gross Revenues, documented refunds, chargebacks, credits and allowances that you give in good faith to customers. You may also deduct from Gross Revenues all sales taxes or similar taxes which you legally charge to customers if you add the taxes when you charge the customers; send the tax payments to the appropriate tax authorities when due; furnish to us within 30 days of payment an official receipt for payment of the taxes or any other evidence that we reasonably consider acceptable; and, state in the weekly report required by Section 5.06 the amount of all these taxes and the payments to which they relate.

5.06 Reporting and Payment

A. You agree to submit a weekly report to us for our receipt on or before Wednesday of the following week. The weekly report will consist of a statement reporting all Gross Revenues for the preceding week and your calculation of the Continuing Royalty and System Advertising Contribution due thereon, all in the manner and form we prescribe. You must sign the weekly report. We reserve the right to require you to file your weekly reports electronically. You also agree to furnish any other financial or non-financial data concerning the activity of your Business that we request in the form, manner and frequency that we request it. If you fail to timely file your weekly report, we may prepare a weekly report of the Gross Revenues for the preceding week and calculation of the Continuing Royalty and System Advertising Contribution due thereon based on our review of your weekly records.

B. Upon receipt of your weekly report or upon our completion of your weekly report if you do not timely file your weekly report, we will electronically debit your Bank Account for the Continuing Royalty and System Advertising Contribution due for the week covered by the weekly report. We reserve the right to require the transmission of these and any other payments required under this Agreement by electronic funds transfer or other similar technology designed to accomplish the same purpose.

C. You agree to pay us or our affiliates interest on any amounts due to us or our affiliates under this Agreement and not paid on time at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at the rate of 4% above the prime rate of interest identified by Citibank, N.A. in New York City (or any successor to it) on the first day of each month that an amount is past due. This provision does not constitute consent to late payments or an agreement to extend credit. If you are delinquent in any required payment, we or our affiliate may apply any payment from you to any obligation due in whatever order and for whatever purposes as we determine, whether or not there is any

contrary designation by you. You may not withhold, set-off or recoup payment of any amount due on the grounds of the alleged non-performance or breach of any of our or our affiliates' obligations under this or any other agreement.

D. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes and any other taxes, imposed on, required to be collected, or paid by us or our affiliates (excluding any corporate income taxes imposed on us or our affiliates) because we or our affiliates have furnished services or products to you or collected any fee from you; (b) all amounts we advance, pay or become obligated to pay on your behalf for any reason; and (c) all amounts you owe us or our affiliates for products or services that you purchase from us or our affiliates.

6. SITE SELECTION, CONSTRUCTION, TRADE DRESS AND LEASE REQUIREMENTS

6.01 Restaurant Location

A. You may operate your franchised Just Salad Business only from your Restaurant Location. You may use the Restaurant Location for no other purpose than the operation of the franchised Business.

B. If you have suggested a Restaurant Location which we have approved before the execution of this Agreement, then the address of that Restaurant Location will be set forth on Exhibit A to this Agreement. If you have not suggested a Restaurant Location which we have approved before the execution of this Agreement, then the following provisions will apply:

We will furnish to you our Just Salad Restaurant site selection criteria following the execution of this Agreement. You agree to use your best efforts to find an acceptable Restaurant Location within the Territory. You must comply with all our Restaurant specifications, requirements and restrictions. The Restaurant Location will be subject to our advance written approval, and our determination will be final. Upon approval of the Restaurant Location, we will complete, and you hereby expressly consent to us completing, Exhibit A to this Agreement indicating the Restaurant Location and Territory (if not previously completed by us). We may require you to submit maps, completed checklists, photographs, diagrams of the premises with measurements and other information and materials which we may reasonably require to evaluate your proposed Restaurant Location. We may visit your proposed Restaurant Location and charge you a nonrefundable site evaluation fee no greater than \$400 for each site visit our development team conducts to evaluate the proposed site for your Restaurant Location.

It is of the essence of this Agreement that you select a Restaurant Location, obtain our advance written approval and sign a lease approved by us (or provide proof of ownership) for your Restaurant Location within six months following the date of execution of this Agreement by us. If you intend to own the Restaurant Location, then you agree to furnish to us proof of ownership or an executed contract of sale within 30 days following our approval of the Restaurant Location. If you do not secure a Restaurant Location within the time limits and following the procedures specified in this Section 6.01, then this failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. If we terminate the Agreement for this reason, then all funds you paid us will be considered earned by us. (You will not be entitled to multiple refunds if there is more than one reason for termination, but will only receive the lowest refund available to you as provided herein – see the following paragraph and Section 7.01.)

In addition, if you and we cannot agree upon a Restaurant Location within six months following the Effective Date, then either you or we can terminate this Agreement, and if either of us does so before we have already furnished our Initial Training Program to you, then we will refund 25% of the Initial

Franchise Fee on condition that you execute a General Release in the form of Exhibit G running in favor of us and our affiliates.

You acknowledge and agree that any advice we furnish regarding site selection and our proposal, inspection and/or approval of any proposed site for your Restaurant Location shall not constitute, and shall not be deemed to constitute, our express or implied representation, warranty, guarantee or any other indication of the prospective profitability, viability or merit of the Location, and you hereby forever waive any claim to the contrary.

6.02 Location Lease

If you will be leasing the Location of your Just Salad Restaurant, then promptly following our written approval of your proposed Location site, you will obtain a lease or sublease for same which, unless we otherwise approve the lease in advance, must be accompanied by a rider incorporating the requirements specified in Exhibit C of this Agreement. You agree to deliver a copy of any proposed lease or sublease for the Location and any documents related thereto (collectively, the "Lease") before you execute same. Any Lease will be subject to our advance written approval, which we will not unreasonably withhold or delay, so long as you understand that we expressly reserve the right to disapprove any Lease not accompanied by a rider embracing all of the provisions of Exhibit C. If we do not communicate our approval or disapproval of a proposed Lease to you within twenty business days following our receipt of same, and if the Lease is accompanied by a rider containing the required provisions of Exhibit C, then the Lease will be considered approved.

In any Lease, you may not create any obligations or grant any rights against us or our affiliates or agree to any term, condition or covenant which is inconsistent with this Agreement or any related agreement. You agree to timely perform all terms, conditions, covenants and obligations under the Lease. You may not assign, transfer or encumber your Lease or sublet all or any part of the Location without our advance written approval.

6.03 Specifications and Sources of Supply

We will provide you with a sample layout for the interior of a prototype Just Salad Restaurant and a set of typical preliminary plans and specifications for, and approved sources of supply of, your Restaurant's furniture, fixtures, equipment, signs and/or other trade dress elements. We reserve the right to be and earn a profit as an approved source, or the only approved source, of certain such furniture, fixtures, equipment and/or other trade dress elements. If we have not specified a source of supply for any such item, then you may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which we have issued (in the Standards or otherwise). You must obtain our advance written consent before deviating in any fashion from such specifications.

All signs at your Just Salad Restaurant must conform to our sign criteria, unless we otherwise consent in writing, for good cause you demonstrate.

The sample layout and preliminary plans we furnish you will not address the requirements of any federal, state or local law, code or regulation, including those of the Americans with Disabilities Act (the "ADA") or similar laws or rules. You alone, working with your architect or engineer (if applicable), are responsible for ensuring that your Just Salad Restaurant, as constructed, complies with all applicable laws, rules, regulations, ordinances, building codes, fire codes, permit requirements and the ADA. Further, the sample layout and preliminary plans we furnish you will not contain the requirements of, and may not be used for, construction drawings or other documentation necessary to obtain permits or authorizations to build and/or operate a specific Just Salad Restaurant. You agree, at your expense, to employ architects, designers,

engineers or others necessary to complete, adapt, modify or substitute the layout, plans and specifications for your Just Salad Restaurant.

You must submit a complete set of your proposed final plans and specifications to us, and obtain our written approval of them, before you seek to register them with any governmental or quasi-governmental agency and, further, before you began construction of your franchised Restaurant. Our approval will be based on our assessment of compliance with our standards for new Just Salad Restaurants. We will not assess compliance with federal, state or local laws, rules or regulations, including the ADA. Your architect must certify to you in writing that the plans and specifications for your Restaurant comply with the ADA; the architectural guidelines under the ADA; all applicable federal, state and/or local laws, rules and regulations for accessible facilities; and, all other applicable federal, state or local laws, rules and regulations (including building codes, fire codes and permit requirements), and you must furnish us with a copy of such certification should we ever request it.

You agree that any plans and specifications you prepare and submit to us will be our property. We, our affiliates and any other franchisees to whom we give these plans and specifications may use them without owing you any compensation or being liable to you in any way.

6.04 Construction of Your Just Salad Restaurant

After acquiring the Restaurant Location of your Just Salad Restaurant by purchase or lease, you must at your expense, and as applicable, either construct your Just Salad Restaurant at the Location, or convert the existing premises at the Location to become your Just Salad Restaurant, in conformity with the final plans and specifications which we have approved (as provided in Section 6.03). You must use your best efforts to promptly complete the construction or conversion (as applicable) of your Just Salad Restaurant and must provide us with comprehensive information regarding all phases of the development process of the Location as we may require, such as weekly progress reports during construction or conversion, in the format we designate. Such information shall include, without limitation and as applicable, the names, addresses and telephone numbers of your architect, civil engineer, surveyor, general contractor, subcontractors, principal vendors and environmental consultant, and the primary contact for each; copies of all permits, licenses, contractors liability insurance certificates and other similar items required for the construction or conversion of your Restaurant; and, copies of all construction or remodeling contracts and documents, along with originals of all lien waivers. These requirements will also apply to any construction, remodeling, renovation or refurbishing of your Just Salad Restaurant at any time after it opens.

We will not be responsible for delays in construction, conversion, remodeling, equipping or decoration or for any loss resulting from your Restaurant's design or construction. You must obtain our written approval for all changes to the Restaurant's plans that you furnished to us pursuant to Section 6.03 before implementing any such changes. You hereby grant us access to your Restaurant Location while work is in progress. We may require any reasonable modifications of the construction of your Restaurant that we consider necessary or desirable in our reasonable business judgment. If you fail to promptly begin the design, construction, equipping and opening of your Just Salad Restaurant with due diligence, we may elect to terminate this Agreement immediately upon notice to you.

When construction is complete and before you open your Just Salad Restaurant, your architect and general contractor must provide us with a certificate stating that the as-built plans for the Restaurant fully comply with the ADA; the architectural guidelines under the ADA; and, all other laws, rules, regulations, codes and ordinances applicable to the Restaurant.

We will have the right, but not the obligation, to conduct a final inspection of the completed Restaurant before it opens. We may require any corrections and modifications we consider reasonable and necessary to

bring the Restaurant into compliance with the plans and specifications we approved. The Restaurant will not be allowed to open if the Restaurant does not conform to the approved plans and specifications, including changes thereto that we may approve.

6.05 Maintaining and Upgrading Your Just Salad Restaurant

You shall at all times maintain at your sole expense the interior and exterior of your franchised Just Salad Restaurant and the entire franchised Location, including any parking lot and walkways and any other facilities used by the franchised Business, in first class condition and repair, and in compliance with all applicable laws, rules, regulations and our Standards, except to the extent that we may otherwise expressly agree in writing.

We have the right to require you at your sole expense, to update, remodel, refurbish, renovate, modify or redesign the Just Salad Restaurant so that it reflects our then-current standards, but we may do so no more frequently than once every three years during the Initial Term of this Agreement. If any such direction of ours requires you to expend more than \$30,000 to effect the directed activity, then you will have six months following your receipt of our notice to comply with our direction. In addition, we will relieve you from any such direction of ours if in our sole opinion you will be unable to amortize the additional investment required during the balance of the Initial Term of this Agreement (however, in such circumstance, we may extend the term of this Agreement to allow for a new schedule of amortization, in which event you will be required to comply with our direction).

6.06 Relocation of Your Just Salad Restaurant

You may not relocate your Just Salad Restaurant to another location without first obtaining our written approval for the new location and reimbursing us for any reasonable costs we incur in considering your request. If you relocate the Just Salad Restaurant with our approval subject to the terms of this Section 6.06, the new location will be the "Restaurant Location" of the franchised Restaurant, and you expressly consent to us revising Exhibit A to this Agreement indicating the new Restaurant Location. Any relocation will be at your expense. All leases or subleases that you enter into, all plans and specifications for your relocated Restaurant that you adduce and all construction, remodeling, renovation or other such activity that you perform at and for the relocated Restaurant must be in accordance with all of the provisions of this Article 6 and our then-current standards, specifications and requirements.

6.07 Time is of the Essence

Subject to the provisions of Article 19 of this Agreement ("Unavoidable Delay or Failure to Perform [Force Majeure]"), time is of the essence with regard to this Article 6.

7. OUR DUTIES

7.01 Initial Training Program

After you secure a Restaurant Location and before the opening of the franchised Restaurant, two of your representatives must attend and successfully complete an initial training program (the "Initial Training Program"). These persons must include you (if the franchisee is an individual), your General Manager (as defined in Section 8.06) and another managerial employee of yours (if the franchisee is not an individual or if the franchisee is an individual and is the General Manager). We will provide the Initial Training Program for up to three people at no additional expense to you. We will determine the date of commencement, location and duration of the Initial Training Program and notify you of them.

If we reasonably conclude that either you (if an individual) or your General Manager has failed to attend or successfully complete our Initial Training Program to our satisfaction in our business judgment, then that person may re-enroll in our next scheduled Initial Training Program at no additional charge. We will have the right to terminate this Agreement if, following your Initial Training Program (including re-enrollment

training), we determine that you and/or your General Manager has failed to attend or successfully complete our Initial Training Program to our satisfaction, in our business judgment. This failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. If we terminate the Agreement for this reason, then all funds you paid us will be considered earned by us, except that we will return to you 35% of the Initial Franchise Fee which you paid to acquire the franchise, on condition that you execute a General Release in the form of Exhibit G running in favor of us and our affiliates.

You must pay an additional charge to us for providing the Initial Training Program to additional personnel or to replacement General Managers. This charge will be no greater than \$500 per person. This training is required of replacement General Managers.

We reserve the right at all of our training programs to determine the duration of such programs, what subjects are included in the curriculum of our training programs and to train any number of individuals from any number of Just Salad Businesses, whether franchised or otherwise affiliated with us, at the same time. Under no circumstance will you be compensated for any work your trainees may perform or services your trainees may render in the course of participating in any of our training programs. We reserve the right to furnish our training programs by means of a company intranet or other electronic means of communication.

At all times during the term of this Agreement, you agree to pay all the expenses incurred by your trainees or attendees in connection with any training programs and any conferences, conventions, seminars or other meetings they attend, including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses.

7.02 On-Site Training or Assistance

You may request on-site training or assistance at any time in accordance with guidelines we may specify in the Standards or otherwise. We will not be obligated to provide on-site training or assistance, but if we elect to do so, we may impose a fee for each day of on-site training or assistance we agree to provide, and we may require you to pay the reasonable travel, lodging and meal expenses of our representative(s) providing such assistance. The timing of all advice, consultation and training provided for in this Agreement will be subject to the availability of our personnel.

7.03 On-Going Training

We may from time to time develop additional training programs which you (if an individual) and your General Manager may attend. We will determine the duration, curriculum and location of these future additional training programs. We can also require you (if an individual) and your General Manager to attend refresher training programs once every three years. We will impose no training fee for these required refresher training programs. You agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional or refresher training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses.

In addition, we may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. You (if an individual) and your General Manager must attend each annual conference, convention or training session.

7.04 Field Support Services

After you open your Just Salad Restaurant, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Just Salad Restaurant. The timing of our field support and headquarter consultation services will be subject to the availability of our

personnel. In addition, we may require you to install video surveillance at your Just Salad Restaurant in accordance with the guidelines and specifications set forth in our Standards in order to provide additional on-site support and assistance to you.

7.05 Pricing

Because enhancing Just Salad's interbrand competitive position and consumer acceptance for Just Salad's products and services is a paramount goal of us and our franchisees, and because this objective is consistent with the long term interest of the Just Salad System overall, we may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which you may charge customers for the goods and/or services offered and sold at your franchised Restaurant; recommending retail prices; advertising specific retail prices for some or all products or services sold by your franchised Restaurant, which prices you will be compelled to observe; engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which your franchised Restaurant may charge the public for the products and services it offers. We may engage in any such activity either periodically or throughout the term of this Agreement. Further, we may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your franchised Business's retail prices.

7.06 Nature of Obligations

All our obligations under this Agreement are to you alone. No other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

8. YOUR DUTIES

8.01 Opening Date

You must fulfill all of your pre-opening obligations and open your franchised Just Salad Business to the general public no later than twelve months following the Effective Date, or the opening date that is otherwise set forth pursuant to an applicable area development agreement with Franchisor.

You will not be allowed to open your Just Salad Restaurant without our written approval, which may not be unreasonably withheld. In order to obtain our approval to open, you must: obtain all required state, local and other required government certifications, permits and licenses, furnish to us copies of all such required permits and licenses; furnish to us copies of all insurance policies required under this Agreement; attend and successfully complete our Initial Training Program to our satisfaction, as provided in this Agreement; pay us or our affiliates any amounts due through the date that you request our approval to open; not be in default under any agreement with us or any affiliate of ours; not be in default under, but instead be current with, all contracts or agreements with your principal vendors, suppliers and other business creditors (including the lessor or sublessor of your Just Salad Location, us and our affiliates); and, otherwise comply in all respects with the pre-opening obligations set forth in this Agreement.

8.02 Manner of Operation

Your franchised Business and the Just Salad Restaurant it operates must comply at all times with every provision of this Agreement, the Just Salad System and the Standards. You may not use the Just Salad System or the Proprietary Marks for the benefit of any business other than the franchised Business and you may not conduct (or permit anyone else to conduct) any business at your Just Salad Restaurant other than the

franchised Business embraced by this Agreement without first obtaining our written consent, which we may withhold for any reason or no reason.

8.03 Modifications to the Just Salad System

In the exercise of our sole business judgment, we may from time to time modify any components of the Just Salad System and requirements applicable to you by means of Supplements to the Standards or otherwise, including, but not limited to, altering the products, programs, services, methods, standards, accounting and computer systems, forms, policies and procedures of the Just Salad System; adding to, deleting from or modifying those authorized and optional menu items, ingredients, recipes, products and services which your franchised Business is authorized, required or permitted to offer or utilize; modifying or substituting the equipment, signs, trade dress and other Restaurant characteristics that you are required to adhere to (subject to the limitations set forth in this Agreement); and, changing, improving, modifying or substituting for the Proprietary Marks. You agree to implement any such System modifications as if they were part of the System at the time you signed this Agreement.

You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any franchised Just Salad Business, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the franchised Just Salad Business. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

8.04 Cobranding

We may determine from time to time to incorporate in the Just Salad System products or services which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Proprietary Marks and which your Just Salad Restaurant, along with other Just Salad Restaurants, will be required to offer and sell (this activity, colloquially referred to as “cobranding,” may involve changes to the Proprietary Marks and may require you to make modifications to your Restaurant’s building and premises and the furniture, fixtures, equipment, signs and trade dress of your Restaurant). If you receive written notice that we are instituting a cobranding program, you agree promptly to implement that program at your Just Salad Restaurant at the earliest commercially reasonable time and to execute any and all instruments required to do so. Under no circumstance will any cobranding program increase your Continuing Royalty, System Advertising Contribution or local advertising expenditure obligations under this Agreement.

8.05 Compliance with Laws, Rules and Regulations

A. You agree to adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate your Restaurant in strict compliance with all laws, rules, regulations, ordinances, policies and procedures of any federal, state, county, municipal or local governmental or quasi-governmental agency, commission and/or authority which govern the construction or any element of the operation of your franchised Just Salad Restaurant and Business. You also agree to obtain and keep in good standing all licenses, permits and other governmental consents and approvals required to operate your Restaurant now or in the future.

B. You agree that in the event any product or products prepared and/or dispensed by you under this Agreement evidence dilution or adulteration from the standards of our System products or are in violation of applicable laws or regulations, or in the event that products, premises, equipment, utensils, personnel or operation of the Restaurant fail to be maintained in accordance with any governmental or quasi-governmental requirements, you will immediately cease operations, search out and destroy all contaminated,

adulterated or diluted products, eliminate their source and remedy all unsanitary conditions present, recommencing such operations only after our inspection and/or laboratory analysis of your products (from samples obtained for that purpose by us) evidences compliance with all applicable governmental requirements and with all our standards. If you fail to comply with any of these remedial measures, or there is a repetition of any dilution, adulteration or failure of sanitation in the Restaurant, you must, among other things, pay us all costs and expenses, including attorney's fees and all costs which we may incur in enforcing the provisions of this Section and in obtaining your compliance, including, without limitation, the cost of the travel, lodging and meals of our representatives and a proportionate part of their salaries. The remedies in this paragraph are in addition to and not a substitute for those set forth elsewhere in this Agreement.

C. You represent and warrant to us that, as of the date of this Agreement and at all times during the Term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a "Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business.

You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

8.06 Your Participation in the Operation of the Business; General Manager

Unless we otherwise permit in writing, you agree to personally supervise and participate in the day-to-day operation of the franchised Just Salad Business and to devote your time, attention and best efforts to the performance of your obligations under this Agreement, all ancillary documents relating to this Agreement and all other agreements which may now or hereafter be in effect between us (or any affiliate) and you (or any affiliate). If you are licensed to operate more than one Just Salad Business, then you agree to devote such amount of your time and attention to the performance of your duties as is necessary for the proper and effective operation of each such Business.

You must designate in writing to us a "General Manager" for your franchised Business. Prior to engaging the services of the General Manager, you must identify such individual to us; furnish information to us regarding the candidate's background, experience and credentials; and, secure our prior written approval of the candidate, which we will not unreasonably withhold or deny. The General Manager must attend and

successfully complete our Initial Training Program. If you are an individual, then you must serve as General Manager.

Upon the death, disability or termination of employment of your General Manager, for any cause or reason, you shall immediately notify us and shall designate a successor or acting General Manager promptly and, in any event, no later than ten days following the death, disability or termination of the predecessor General Manager. Each successor General Manager must possess those credentials set forth in our Standards, must attend and successfully complete our next scheduled Initial Training Program and must attend and successfully complete such other reasonable training at such times as we may specify, all at your expense. The failure to employ and train a successor General Manager shall constitute a material breach of this Agreement.

8.07 Requirements Concerning Products and Services

A. Products and Services You Sell

You agree to sell all food, beverage and other menu items, products, services, and programs which are part of the Just Salad System and all other products, services, and programs which we in the future incorporate into the Just Salad System unless, as to any one or more items, you are prohibited by local law or regulation or unless we have granted you our advance written approval to exclude some products, services or programs. You may not sell any food, beverage or other menu item, product, service, or program which is not a part of the Just Salad System or which we delete from the System. You may not sell any alcoholic beverages.

You must offer and sell all menu items that we periodically require and you may not offer any menu item that we have not authorized or for which we have notified you that we have withdrawn our authorization or requirement. In preparing, dispensing and selling Just Salad products, you may use only those products, recipes, components, ingredients, flavorings and garnishes which meet our then current requirements and specifications.

In dispensing the Just Salad products, you may only use only our environmentally friendly reusable bowls, and such other containers, napkins and other paper goods and packaging bearing our then currently approved text and designs and which otherwise meet our then current requirements, specifications and quality standards.

From time to time you may be required, at your own expense, to participate in the testing of new menu items, salad dressings, salad toppings, products, services or programs and, in connection therewith, maintain appropriate records relating thereto and report such testing results to us as we may specify (in our Standards or otherwise).

If you desire to sell any product, service or program which is not a part of the Just Salad System, then you must seek and obtain our advance written permission, which we may deny for any or no reason. If we grant such advance written approval, then the product, service or program in question will become a part of the Just Salad System (though we will not be required to, but may, authorize it for sale at one or more other Just Salad Restaurants); we may subsequently revoke our approval for any or no reason; we will own all rights associated with the product, service or program; and, you will not be entitled to any compensation therefor.

B. Proprietary Products and Services

You must purchase or lease certain proprietary products, supplies, equipment, materials and services used, offered or sold at the Just Salad Restaurant which now comprise, or in the future may comprise, a part of the Just Salad System and which were developed by, are proprietary to or kept secret by us or our affiliates, only from us, an affiliate of ours that we designate or an independent distributor whom we authorize.

We impose this requirement to advance uniformity of Just Salad Restaurant concept and quality and to protect our trade secrets, which are of the essence to the Just Salad System and this Agreement. Proprietary products may include now or hereafter developed environmentally friendly reusable salad bowls; salad dressings; salad toppings, pre-packaged salads; spices and condiments; and, any other category of products, services or equipment. We (or our affiliates or designees) will sell to you all proprietary products, equipment or services under terms we develop and advise you of from time to time. We reserve the right to earn a profit on the sale of such products to you.

C. Sources of Supply and Specifications

You must purchase certain required non-proprietary products, supplies, equipment, materials and services from suppliers we designate in writing; from suppliers you propose and we approve; and/or, in accordance with our written specifications. All such designated sources and specifications are subject to addition, modification, revocation and/or deletion by us from time to time upon notice to you. If we revoke or delete any product, supply, equipment, component or any approved supplier, then you must cease using any such disapproved item (or any items purchased from a revoked source of supply) which are inventoried by your Restaurant within ten days of written notice from us (unless the item or source of supply poses a threat to the health or safety of the public, in which case you must cease using such item or source of supply immediately upon notice from us orally or in writing).

We may from time to time provide you with specifications governing the minimum standards of products, services and/or equipment required to be used in or sold by your Just Salad Restaurant, for which we do not designate a required source of supply. We will set forth such specifications in our Standards or in other written notices we transmit to you. We may add to, modify or revoke our specifications in writing from time to time.

If we specify any particular source of supply for any particular non-proprietary product, service or equipment and you wish to propose an alternative source of supply, we will exercise our approval of your proposed alternative supply reasonably, in accordance with the following procedure.

1. You must submit a written request to us for approval of the supplier and thereafter furnish to us such information, data and samples as we reasonably request;
2. The supplier must demonstrate to our reasonable satisfaction that it is able to supply the subject product, service or equipment to you meeting our specifications; and,
3. The proposed supplier must demonstrate to our reasonable satisfaction, following our inspection or other review, that it is in good standing in the business community in all respects; that the subject product, service or equipment meets or exceeds our specifications and standards for same in all respects; and, that the proposed supplier's manufacturing and distribution capabilities are sufficient to furnish you with the subject product, service or equipment in a consistently timely, sanitary, hygienic and cost-efficient fashion.

We reserve the right to test, analyze, inspect or randomly sample the product, service or equipment of any supplier you propose at your expense, whether or not we ultimately approve or reject the supplier. We will give you written notice of our approval or disapproval of your proposed supplier within a reasonable time. If we revoke approval of the supplier, we will give you written notice.

We, our affiliate or our designee may be an approved source of supply for any non-proprietary product, service or equipment that you are required to purchase. However, you will be under no obligation to purchase any non-proprietary products, services or equipment from us. We will determine the prices we charge for any such product, service, or equipment and set them forth at the time of sale in our

Standards or otherwise. We reserve the right to earn a profit from selling any and all such goods and services, whether proprietary or non-proprietary.

D. Systemwide Supply Contracts

We may, in the exercise of our business judgment, enter into supply contracts either for all Just Salad Restaurants or a subset of Just Salad Restaurants situated within one or more geographic regions (each, a “systemwide supply contract”). We may enter into such systemwide supply contracts with one or more vendors of products, services or equipment that all company-owned and franchised Just Salad Restaurant Businesses in a geographic area will be required to purchase, use or sell. If we do so, then immediately upon notification, you, we and all other Just Salad Restaurants in the geographic area must purchase the specified product, service or equipment only from the designated supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product, service or equipment, then your obligation to purchase from our designated supplier under the systemwide supply contract will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract.

We make no representation that we will enter into any systemwide supply contracts or other exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue systemwide supply contracts or exclusive supply arrangements in the exercise of our business judgment.

E. Menus

We will periodically design and update Restaurant menus utilizing the Proprietary Marks and we will provide the form of the menus to you. You may use only menus of the form we prescribe (subject to the provisions concerning pricing of Section 7.05 above).

8.08 Computer and Point of Sale Systems

Before the opening of the franchised Restaurant, you agree to procure and install, at your expense, the computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment that we specify in our Standards or otherwise (the “Point of Sale System”). You agree to obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Point of Sale System. You agree to enter into and pay for any remote report and/or systems management service agreements associated with your Point of Sale System that we may require. You further agree to enter into and pay for any maintenance, updating, upgrading, or support agreements for the Point of Sale System that we may require. You also agree to maintain at all times a functioning e-mail address for your Business.

You agree to provide all assistance we require to bring your Point of Sale System online with our computers at the earliest possible time and to maintain these connections as we require. You agree to input and maintain in your Point of Sale System all data and information which we prescribe in our Standards, in our proprietary software (if any) and its manuals, and otherwise. We will have independent access to your Point of Sale System and we may retrieve from your Point of Sale System all information that we consider necessary, desirable or appropriate. You must accurately, consistently and completely record and provide through the Point of Sale System all information concerning the operation of the franchised Business that we require, in the form and at the intervals that we require.

You agree to use the proprietary Just Salad online ordering and purchase order system and associated software developed by, or on behalf of, Just Salad, LLC. You must pay Just Salad LLC a monthly online ordering system fee of \$100 each month and a monthly purchase order system fee of \$25 per month.

You agree, at your expense, to keep your Point of Sale System in good maintenance and repair. We may mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or systemically beneficial to you and to us, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your Point of Sale hardware, software, telephone and power lines and other Point of Sale facilities as we direct, on the dates and within the times we specify in our Standards or otherwise.

Upon termination or expiration of this Agreement, you must return all Point of Sale software, disks, tapes and other magnetic storage media to us in good condition, allowing for normal wear and tear.

You will provide to us all user ID's and passwords required to access files and other information stored on your franchised Business's Point of Sale systems. You will at all times ensure that the only personnel conducting transactions on your Point of Sale System will be those who have been trained and qualified in accordance with the requirements of our Standards.

8.09 Web Sites

You may not maintain a World Wide Web site or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the franchised Business. We alone have the right, but not the obligation, to establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the Just Salad System.

We may establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, Just Salad System discussion forums and systemwide communications, among other activities, can be effected.

8.10 Indemnification

You agree that you will, at your sole cost, at all times defend us, any affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (we and all others referenced above being the "Indemnitees"), and indemnify and hold harmless us and the Indemnitees to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your establishment, construction, opening and operation of your Just Salad Restaurant and franchised Business, including (without limitation) any personal injury, death or property damage suffered by any customer, visitor, operator, employee or guest of the franchised Restaurant or Business (including, without limitation, claims of food- or beverage-related illness or death); crimes committed on or near any of the premises, facilities of your franchised Business or vehicles used by your franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Just Salad Restaurant, whether or not any of the foregoing was approved by us; defects in any Just Salad Restaurant you construct and/or operate, whether or not discoverable by you or by us; all acts, errors, neglects or omissions of you or the franchised Business and/or the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of you or the franchised Business (or any third party acting on your behalf or at your direction), whether in connection

with the franchised Business or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any driver, delivery person or vehicle serving your licensed Business; all liabilities arising from or related to your offer, sale and/or delivery of products and/or services as contemplated by this Agreement; and, any action by any customer of yours or visitor to your Just Salad Restaurant or any other facility of your franchised Business.

As used above, the phrase “claims, losses, liabilities and costs” includes all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnitees’ attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Indemnitees’ gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three days of your actual or constructive knowledge of it. At your expense and risk, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and to hold us and them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to do so. Under no circumstance will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate our or their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you. The indemnification obligations of this Section 8.10 will survive the expiration or sooner termination of this Agreement.

8.11 Inspection

We (and any of our authorized agents and representatives, including outside accountants or auditors) may during normal business hours enter your Restaurant and any premises of the franchised Business, and/or visit any locations at which you have provided or are providing products or services to customers or maintain business records, and inspect and audit the products, services and programs provided from or at such locations, the products and supplies contained at such locations and their condition, confer with your employees and customers and copy any of your business or tax books and records. Following any such inspection, you agree to incorporate into your Restaurant and Business any reasonable corrections and

modifications we require to maintain the standards of quality and uniformity we prescribe, as quickly as is reasonably possible and using all resources at your disposal.

8.12 Intellectual Property You Develop

You hereby permanently and irrevocably assign to us any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed by you, or on your behalf, if developed in whole or in part in connection with your franchised Business or Just Salad Restaurant:: all products or services; all variations, modifications and/or improvements on products or services; your means, manner and style of offering and selling products and services; management techniques or protocols you may develop (or have developed on your behalf); all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; and, all other intellectual property developed by you or on behalf of your franchised Just Salad Business. We may authorize ourselves, our affiliates and/or other franchised Just Salad Businesses to use and exploit any such rights which are assigned to us hereunder. The sole consideration for your assignment to us of all of the foregoing rights shall be our grant of the franchise conferred upon you by this Agreement.

8.13 Adequate Reserves and Working Capital

You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the franchised Business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

8.14 Credit Cards

You agree to become and remain a merchant for any credit cards which we may specify in our Standards or otherwise. Further, you agree to maintain the creditworthiness required of each of these credit card issuers; to honor these cards for credit purposes; and, to abide by all related regulations and procedures that we and/or the credit card issuer prescribe.

8.15 Compliance With Security Protocols

You agree to assure all communication connections (of whatever form, wireless, cable, internet, broadband or other) and access to financial information, especially credit card information, is at all times kept secure in a manner which is in compliance with all legal requirements and, particularly, with all security requirements of the issuing credit card companies. You further agree to hold us and the other Indemnitees (as defined in Section 8.10) harmless from any and all claims and liabilities related to same. In addition, at your cost, you agree to provide us with a written report of verification from a specialist approved by us confirming compliance with the obligations imposed by this Section 8.15 and any other proof of such compliance that we may reasonably require.

8.16 Loyalty Cards, Discounts and Other Promotion

You agree, at your sole cost and expense, to issue and offer all Just Salad System loyalty cards, discounts and other promotions in accordance with marketing programs we establish, and to honor the loyalty cards, discounts and other promotions issued by other Just Salad Restaurants under any such program, so long as compliance with any of the foregoing does not contravene any applicable law, rule or regulation.

8.17 Hours of Operation

You agree to continuously operate the franchised Just Salad Restaurant on the days and during the minimum hours that we may from time to time specify in our Standards or otherwise. You may establish hours of operation in addition to the required minimum hours.

8.18 Business Entity Requirements and Records

If you are a corporation, limited liability company, limited partnership or any other type of business entity, you must comply with the following requirements (which will also apply to any assignee of this Agreement which is a business entity):

A. Furnish us with all of your formation, organizational and governing documents; a schedule of all owners (indicating as to each its percentage ownership interest); any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).

B. Your business entity's formation and governing documents must provide that its activities will be confined exclusively to the operation of the franchised Business.

C. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein.

You shall not permit any mortgage, lien, pledge or other security interest in respect of any of your business entity's shares, equity interests or other ownership interests without our prior written consent. Any violation of the preceding restriction will give us the right to terminate this Agreement immediately upon notice to you.

8.19 Staffing Requirements, Qualifications and Training

You agree to staff your franchised Just Salad Business in accordance with the specifications and criteria we set forth in our Standards concerning the selection, qualifications, hiring, training, pre-training and post-training duties of your General Manager and all other personnel. All personnel you employ must maintain the standards of appearance, manner and demeanor we establish in our Standards or otherwise.

To impart to your management and employees the latest procedures, techniques, policies and standards of the Just Salad System, you agree to conduct the in-house meetings, training sessions, electronic training programs or other programs that we specify in our Standards or otherwise or as you – using your reasonable business judgment – determine are necessary, appropriate or desirable, using any material and programs we may provide for this purpose.

8.20 Testimonials and Endorsements

You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your customers to procure customer testimonials and endorsements of the products or services furnished by your franchised Just Salad Business and any related products or services. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

8.21 Trade Accounts

You agree to maintain your trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not maintain your trade accounts in a current fashion, we may pay any or all of the accounts on your behalf, but we will have no obligation to do so. If we pay any accounts on your behalf, then you agree to immediately repay us as provided by Section 5.06 (D). If you do not keep your trade accounts current or make immediate repayment to us, this will be a material breach of this Agreement entitling us to terminate this Agreement following our giving you notice and an opportunity to cure your breach.

8.22 No Conflicting Agreements

During the term of this Agreement, you may not be party to any contract, agreement, business entity formation or governance document, mortgage, lease or restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

8.23 Pricing, Gift Cards, Rewards, Coupon, and Other Promotional Programs

You must participate in, comply with all terms and conditions of, and pay all charges related to, all programs we may require you to participate in from time to time, including any gift card, gift certificate, rewards, coupon, customer satisfaction, or frequent customer or other membership or loyalty programs, to the extent allowed by law. The terms and conditions of any such programs, as well as the programs themselves, may be modified or terminated at any time by us in our sole and absolute discretion. You shall sell, issue, and redeem (without any offset against any fees payable to us) gift cards and gift certificates in accordance with procedures and policies specified by us, including those relating to procedures by which you shall request reimbursement for such gift cards or gift certificates issued by other Just Salad restaurants and for making timely payment to us, other operators of Just Salad restaurants, or a third-party service provider for gift cards or gift certificates issued from your Business that are honored by us or other Just Salad franchisees. You shall not create or issue your own gift card, gift certificate, rewards, coupon, customer satisfaction, or frequent customer or other membership programs.

9. INSURANCE

9.01 Your Required Insurance Coverage

A. Within ten days following our execution of this Agreement, and thereafter at all times throughout the term of this Agreement, you agree to purchase at your own expense, and maintain in effect at all times, the following categories of insurance coverage in forms and through insurance companies satisfactory to us:

1. Comprehensive general liability coverage of at least \$2,000,000 aggregate and at least \$1,000,000 per occurrence, such insurance to embrace (without limitation) claims for personal injury, bodily injury, property damage and product liability. This insurance may not have a deductible or self-insured retention of over \$5,000.

2. Fire and extended coverage insurance on your Just Salad Restaurant and property in an amount adequate to replace them in case of an insured loss.

3. Business interruption insurance in sufficient amounts to cover your Just Salad Restaurant rental expenses, maintenance of competent personnel and other fixed expenses for a minimum of 120 days.

4. If any vehicle is operated in connection with the Business, automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 for each person killed or injured and, subject to that limit for each person, a total minimum of \$2,000,000, along with a minimum limit of \$3,000,000 for injury, destruction or loss of use of property of third persons as a result of any one accident.

5. Workers' compensation, employer's liability, and any other employee insurance required by any applicable federal, state or local law, rule or regulation (but in no event less than \$1,000,000 for employer's liability insurance).

6. In connection with the construction, refurbishment, renovation or remodeling of your franchised Just Salad Restaurant, builders' and/or contractor's insurance (as applicable)

and performance and completion bonds in forms and amounts acceptable to us.

7. Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement.

B. The insurance coverage that you acquire and maintain under this Article 9 must:

1. Name us and the other Indemnitees identified in Section 8.10 as additional insureds and provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured (except for workers' compensation, employer's liability and any other employee-related insurance mandated by any federal, state or local law, rule or regulation).

2. Contain no provision which in any way limits or reduces coverage for you if there is a claim by one or more of the Indemnitees.

3. Extend to and provide indemnity for all obligations assumed by you under this Agreement and all other items for which you are required to indemnify us under this Agreement.

4. Be primary to and without right of contribution from any other insurance purchased by the Indemnitees.

5. Provide, by endorsement, that we are entitled to receive at least 30 days prior written notice of any intent to reduce policy limits, restrict coverage, modify, cancel, not renew or otherwise alter or amend the policy.

6. Contain a waiver of subrogation rights against us, the other Indemnitees identified in Section 8.10, and any of our successors and/or assigns.

7. Be obtained from responsible insurance carriers acceptable to us which possess a Best's Insurance Guide rating of no less than "A+13."

C. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend any required insurance policy without our specific advance written consent, which may be denied for any or no reason.

D. If there is a claim by any one or more of the Indemnitees against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described in this Section 9.01.

E. You agree that we may periodically add to, modify or delete the types and amounts of insurance coverage which you are required to maintain under this Agreement, and all features and elements thereof, by written notice to you (through a Supplement to our Standards, or otherwise). Upon delivery or attempted delivery of this written notice, you agree to immediately purchase insurance conforming to any such newly established standards and limits.

9.02 Purchase of Insurance on Your Behalf

If you fail to purchase insurance conforming to the standards and limits we prescribe, we may (but we are not required to) obtain on your behalf the insurance necessary to meet these standards, through agents and insurance companies that we choose. If we do this, then you must immediately pay the required premiums or we will debit the Bank Account to reimburse us for the premiums we advanced and you must also pay us a reasonable fee for the efforts we undertake to obtain such insurance for you. Nothing contained in this

Agreement will impose any duty or obligation on us to obtain or maintain any specific forms, kinds or amounts of insurance on your behalf.

9.03 No Undertaking or Representation

Nothing in this Agreement may be considered our undertaking or representation that the insurance that you are required to obtain or that we may obtain for you will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the franchised Business. We advise you to consult with your insurance agent and other risk advisors regarding any types, amounts or elements of insurance coverage beyond those specified herein which may be prudent to obtain.

9.04 Certificates of Insurance

You agree to promptly provide us with certificates of insurance evidencing the required coverage no later than ten days before the date that the franchised Just Salad Restaurant will commence operations. You agree to renew all insurance policies and documents and to furnish a renewal certificate of insurance to us before the expiration date of the expiring policy in question. We may at any time require you to forward to us full copies of all insurance policies.

9.05 Failure To Purchase Insurance Or To Reimburse

If you fail to purchase or maintain any insurance required by this Agreement or you fail to reimburse us for our purchase of any required insurance on your behalf, your failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

10. ADVERTISING

10.01 Administration of the System Advertising Fund

We or our designee will administer the Just Salad System Advertising Fund as follows:

A. As provided in Section 5.03, you agree to pay us a Just Salad System Advertising Fund Contribution which, combined with the contributions made by all other Just Salad franchisees, will constitute the Just Salad System Advertising Fund (or the "Fund"). We will debit your System Advertising Fund Contribution directly from the Bank Account as provided in Section 5.04 of this Agreement and as specified in our Standards.

B. We will direct all advertising programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of Fund advertising. You acknowledge that the Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the Just Salad System. You further acknowledge that we and our designees undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your Territory. The Fund is not a trust and we are not a fiduciary with respect to the Fund.

C. The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or local advertising, including (without limitation): television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; menu development; paper goods; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Just Salad website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; the creative development of signage, menu boards, posters and unit décor items; the development

and creative activity associated with loyalty programs, promotions and public relations events; accounting for Just Salad System Advertising Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that we in our business judgment believe are appropriate to enhance, promote and/or protect the Just Salad System or any component thereof; and, engaging advertising agencies to assist in any or all of the foregoing activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other advertising agency and public relations fees.

D. We need not maintain the sums paid by franchisees to the Just Salad System Advertising Fund, or income earned from the Fund, in a separate account from our other funds, but we may not use these amounts under any circumstance for any purposes other than those provided for in this Agreement. We may, however, expend monies from the Just Salad System Advertising Fund for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Just Salad System Advertising Fund and the annual statement of Fund contributions and expenditures provided for below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Just Salad System Advertising Fund. Our right to expend monies from the Just Salad System Advertising Fund to reimburse us for such activities is exclusive of any advertising agency or public relations fees which the Fund must expend to secure the services of an advertising agency or public relations firm or to have print, broadcast or internet advertising placed by an agency.

E. Within 60 days following the close of our fiscal year, we will prepare (but not audit) a statement detailing Just Salad System Advertising Fund income and expenses for the fiscal year just ended, a copy of which statement will be sent to you upon request.

F. We expect to expend most contributions to the Fund for advertising during the fiscal year when the contributions are made. If we expend less than the total sum available in the Fund during any fiscal year, we may either expend the unused sum during the following fiscal year or rebate all or a portion of the unused sum to franchisees on a pro rata basis for them to spend on local advertising and promotion (as provided for in subsection G). If we advance and expend an amount greater than the amount available in the Fund in any fiscal year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the following fiscal year for all such advanced sums, with interest payable on such advanced sums at the greater rate of 1.5% per month or the maximum commercial contract interest rate permitted by law (with interest accruing the first calendar day following the day on which we advance and expend any such sum).

G. We reserve the right to use any media, create any programs and allocate advertising funds to any regions or localities in any manner we consider appropriate in our business judgment. The allocation may include rebates to individual franchisees of some or all of their System Advertising Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Just Salad System Advertising Fund Contributions collected from all Just Salad franchisees is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees on a pro rata basis. Franchisees must expend any rebate on the types of local advertising and media that we determine. All rebate advertising expenditures must be documented to us in a monthly rebate advertising expenditure report form which we will furnish in our Standards or otherwise.

H. Although the Just Salad System Advertising Fund is intended to be a perpetual duration, we maintain the right to terminate the Fund, but will not do so until all of the monies in the Fund have been expended for advertising and promotional purposes.

I. The Fund will not be used for any activity whose sole purpose is the sale of franchises; provided, however, that the design and maintenance of our Web site (for which Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the Just Salad brand and the franchise opportunity.

J. No Just Salad Business which we or our affiliates own or operate will be required to participate in or contribute to the System Advertising Fund or other advertising programs provided for in this Article 10, unless it determines to participate in a regional or joint franchise advertisement setting forth the names, addresses and/or telephone numbers of individual Just Salad Businesses, including those owned and operated by us or our affiliates. If we or our affiliate decide to participate in any joint or regional advertising of this type, then we or our affiliate will contribute our or its proportionate share of the cost of the advertisement to the franchisee group sponsoring the advertisement.

10.02 Advertising Standards You Must Comply With

You may only use advertising which we have either furnished or approved in writing in advance. You agree to conduct all advertising which uses the Proprietary Marks or refers in any way to your franchised Just Salad Business in a dignified manner and in a fashion calculated to avoid fraud, illegality, deception, misrepresentation, embarrassment, shame, ridicule, disparagement or liability of any type or nature accruing to you, us, your franchised Business, the Just Salad System, your Just Salad Restaurant or other Just Salad franchisees or Restaurants. You agree to conform all of your advertising to the standards, specifications and requirements specified in writing by us, in our Standards or otherwise.

If we learn that you have breached these requirements, we will notify you in writing and if you do not cure the breach within three days following delivery of our notice, then we may terminate or remove any unauthorized advertising at your expense, and will also be entitled to terminate this Agreement unilaterally and immediately upon notice to you (which we may also do if your breach, by its nature, is incurable).

Under this Agreement, the term “advertising” is defined to mean any and all advertising, identification and promotional materials and programs of any type or nature whatsoever including print and broadcast advertisements; direct mail materials; brochures; advertising specialties; electronic commerce communications, internet marketing, blogging, material connected with social media and “bulletin boards”; any advertising on the internet/worldwide web; public relations and brand awareness programs; direct mail; door hangers; freestanding inserts and coupons; sponsorships; point of sale materials; press releases; business cards; displays; leaflets; telephone and computer greetings; messages and voice-mail/e-mail sent to or accessible by customers or other third parties; promotional material captured in any electronic medium; and, any other material or communication which we denominate as “advertising” in our Standards or otherwise.

You agree to submit to us for approval, before use or dissemination, copies of all proposed advertising you intend to use (except for advertising which we furnish to you under this Agreement or advertising you have previously submitted and we have approved). Our approval of any of your proposed advertising may be withheld for any or no reason. If we do not respond within ten business days following our documented receipt of your proposed advertising material, then our approval will be deemed withheld and the proposed advertising material not approved. You acknowledge that our grant or denial of our approval of your proposed advertising will not give rise to any liability on our part and you waive any possible claims against us to the contrary.

10.03 Grand Opening Advertising, Local Advertising and Promotion

Beginning one month before the scheduled opening of the franchised Restaurant under Section 8.01, you agree to spend at least \$500 per month in grand opening advertising, other local advertising and promotion of your Just Salad Business. This monthly advertising expenditure requirement will continue until one month following the commencement of operation of the franchised Restaurant. You agree to make these pre-opening and grand opening advertising expenditures using the advertising material, media, special events and other public relations activities that we require or approve, in our Standards or otherwise.

Upon a sixty (60) day notice to you we may require you to expend 1% of the previous month's Gross Revenues on local advertising and promotion. "Local Advertising and promotion" means the local or regional Advertising and promotional activities that we specify in our Standards or otherwise, or approve in advance as provided in Section 10.02.

On or before January 15th of each year during the term of this Agreement, and at any other times that we may require, you agree to furnish to us copies of all statements, invoices and checks issued during the preceding year showing that you have spent the required amounts for local advertising. You further agree to furnish to us an accurate accounting of all expenditures for local advertising and promotion in the previous calendar year, at the same time that you submit the annual financial statements required by Section 11.01 below.

You will be entitled to a credit against your minimum local advertising and promotion requirement for contributions made to an advertising cooperative (as provided for in Section 10.04), but will not be entitled to any credit for Yellow Pages or White Pages advertisements.

10.04 Advertising Cooperatives

We may, from time to time, establish, change, merge or dissolve regional advertising cooperatives for a geographic area which encompasses two or more Just Salad Businesses (each a "Regional Advertising Cooperative"). We will furnish to you written notice of the establishment of any Regional Advertising Cooperative for your Territory. The notice will specify the date you are to begin contributions and the amount of the contributions. Contributions will be calculated as a percentage of Gross Revenues as defined in Section 5.05 above. Your contributions to a Regional Advertising Cooperative will not be less than 1% nor more than 2% of your Gross Revenues, unless the maximum contribution is changed by franchisee Cooperative members in accordance with the terms of the Bylaws of the Cooperative. You will be entitled to a credit against your minimum local advertising and promotion requirement as set forth in Section 10.03 for contributions made to an advertising cooperative.

Just Salad Restaurants that are owned and operated by us or an affiliate of ours and are within the geographic area of a Regional Advertising Cooperative will participate in and contribute to the Cooperative on the same basis as required of franchisee members of the Cooperative. All Regional Advertising Cooperatives will be governed by Bylaws in the form of Exhibit E, except as modified to conform with the laws of any specific jurisdiction.

The Regional Advertising Cooperative may expend its funds for any or all of the following purposes: (i) development of advertising ideas and concepts; (ii) development of market research and merchandising programs; (iii) preparation of advertising campaigns; (iv) development of promotional ideas and strategies; (v) preparation of collateral creative materials; (vi) preparation of advertisements; (vii) placing and paying for regional marketing and advertising; (viii) planning, negotiating, contracting and trafficking all media programs; (ix) employing advertising agencies to assist in these activities and securing other technical and professional advice in connection with the above; (x) other public relations; and, (xi) administration of the

Cooperative, including legal and accounting services. It will not be a requirement that expenditures made by a Regional Advertising Cooperative be proportionate to your contributions or those of any other franchisee.

Your failure to make any required payments to any Regional Advertising Cooperative will be a material breach of this Agreement which, unless cured as provided in Section 17.03, may result in this Agreement being terminated.

10.05 Yellow/White Page Advertising

You agree to list your Just Salad Restaurant in all print and/or electronic alphabetic directories ("White Pages") serving your Territory. You are not required now, but we may hereafter require you, to advertise your Just Salad Restaurant continually in all print and/or electronic classified directories ("Yellow Pages") serving your Territory under headings designated by us in our Standards or otherwise. We may annually furnish you with demographic information and recommendations regarding which Yellow Pages directory(ies) in your Territory you should advertise in for the coming year. You agree to procure, place and pay for all of your White Pages advertising and any Yellow Pages advertising we may hereafter require. We may specify the size, style and content of your Yellow Pages advertising and may require you to utilize the services of a classified telephone directory advertising or placement agency we designate. In lieu of individualized Yellow Pages advertising for your franchised Just Salad Restaurant, we may instead require you and all other Just Salad Restaurants situated within a geographic area served by one or more Yellow Pages print or electronic directories (including Restaurants owned or franchised by us or our affiliates) collectively to prepare, place and equally share in the cost of combined Yellow Pages advertisements featuring, and treating identically, all such Restaurants. Any expenditures you make for White Pages or Yellow Pages advertising will be in addition to, and not included in, those sums which this Agreement requires you to expend for local advertising and promotion.

11. RECORDS, AUDITS AND REPORTING REQUIREMENTS

11.01 Financial Statements

A. No later than 30 days following the end of each calendar month during the term of this Agreement, you agree to furnish to us, in a form we approve, a statement of the franchised Business's profit and loss for the quarter and a balance sheet as of the end of the month. You must certify these statements to be true and correct.

B. No later than 90 days following the end of each of your fiscal years during the term of this Agreement, you agree to furnish to us, in a form we approve, a statement of the franchised Business's profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, prepared on a compilation basis and certified to be true and correct by you. We reserve the right to require these annual financial statements to be audited by an independent certified public accountant.

C. The financial statements required above must be prepared in accordance with United States generally accepted accounting principles, including all disclosures required under those principles.

D. No later than 30 days following your filing of the annual tax returns of the franchised business, you agree to furnish to us exact copies of the tax returns, including federal, state and any local income tax returns, together with a certificate from an independent certified public accountant that all Social Security payments, taxes and fees required to be paid by you to any governmental agency or entity have been paid, and that if you are a business entity, there is no reason to believe that your entity's status has been impaired.

E. You authorize us to incorporate in our franchise disclosure document and/or promotional literature information derived from the above financial statements, so long as you or your Just Salad Restaurant is not individually identified.

11.02 Financial Records and Audit

A. You agree to record all Gross Revenues received by and all expenditures made by you or your franchised Business. You further agree to keep and maintain adequate records of all such Gross Revenues and expenditures and to maintain accurate books, records and tax returns, including related supporting material (such as cash receipts, and credit and charge records) for your franchised Business. We may specify, in our Standards or otherwise, the forms and media that you will be required to use in recording your franchised Business's Gross Revenues and expenditures. You agree to keep and preserve for seven years (or such longer period as may be required by any law, rule or regulation) the types and classes of electronic and/or other books, records and tax returns that we specify in our Standards or otherwise, along with all business, personnel, financial and operating records, in any media, relating to your franchised Just Salad Business. If you do not maintain the required records, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

B. We and/or our agents (who may be outside accountants and auditors), designees and/or employees will have the right, at any time, with or without written notice, during normal business hours, to enter your Just Salad Restaurant and any other premises from which the Business is conducted, in a fashion calculated not to disrupt your Restaurant's and Business's operations, to inspect, audit and make copies of all records including, but not limited to, the following: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; sales and income tax returns (federal, state, foreign and, if applicable, city); and, your files relating to programs, services and products sold, business transacted and expenditures relating to the Business. These files must include (without limitation) your operating records; bookkeeping and accounting records; customer lists; operating records; operating reports; correspondence; general business records; your copy of the Standards (as amended); invoices; payroll records; journals; ledgers; files; memoranda and other correspondence; contracts; and, all sources and supporting records used to prepare the reports and forms which you are required to submit to us under this Agreement, including the books or records of any business entity which owns the franchised Business. You agree to make any of these materials available for examination at your premises. Alternatively, we may determine to conduct any such audit either at our offices or at the office of a designee of ours and, if we do, you will be required to transmit some or all of the foregoing books and records to us or our designee. In addition to the foregoing, we may require you to scan and electronically transmit to us such volume of the above-referenced records, files and documents as will not unreasonably burden the licensed business.

C. If an audit reveals that you understated the Gross Revenues on your monthly reports to us by any amount for any month within the period of examination, or for the entire period of examination, when compared to your actual Gross Revenues, then you agree to immediately pay us the additional amount payable as shown by the audit, plus interest calculated as provided in subsection 5.06 (C). If an audit reveals that you understated the Gross Revenues on your monthly reports to us by 2% or more for any month within the period of examination, or for the entire period of examination, then in addition to paying the additional amounts due and interest calculated as provided in subsection 5.06 (C), you agree to immediately pay us the full cost of the audit for the entire period of examination. If an audit reveals an understatement by you of 8% or more for any month within the period of examination, or for the entire period of examination, then in addition to paying the additional amounts due, interest calculated as provided in subsection 5.06 (C) and the full cost of the audit for the entire period of examination, your understatement will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

12. CONFIDENTIAL INFORMATION AND COVENANTS NOT TO COMPETE

12.01 Restriction on Use of Confidential Information

You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of your franchised Just Salad Business. You further agree that you will never – during the Initial Term or any Renewal Term of this Agreement, or any time after this or any Renewal Agreement expires or terminates, or your rights under this Agreement or any Renewal Agreement are assigned or terminated – divulge or use any of our Confidential Information for the benefit of yourself, your owners (if you are a business entity) any third party (including any person, business entity or enterprise of any type or nature), nor will you directly or indirectly aid any such third party to imitate, duplicate or “reverse engineer” any of our Confidential Information.

“Confidential Information” means all information, knowledge, trade secrets or know-how utilized or embraced by the Just Salad System or which otherwise concerns your or our systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software. Confidential Information includes (without limitation): all elements of the Just Salad System and all food items; other products, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the Just Salad System; our Standards (including Supplements to the Standards); all recipes, food specifications, ingredients, serving techniques, sources of supply, presentation elements, serving and takeout procedures; all specifications, sources of supply, all procedures, systems, techniques and activities employed by us or by you in the offer and sale of products and/or services at or from your licensed Just Salad Business; all pricing paradigms established by us or by you; all of our and/or your sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); our specifications, and your final plans, for the construction, buildout, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Just Salad Restaurants; the identify of, and all information relating to, the computer and POS hardware and software utilized by us and you; all information pertaining to our and/or your advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your licensed Business; our and your internet/web protocols, procedures and content; our training and other instructional programs and materials; all communications between us (including the financial and other reports you are required to submit to us under this Agreement); additions to, deletions from and modifications and variations of the components of the Just Salad System and the other systems and methods of operations which we employ now or in the future; and, all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential.

Confidential Information will not, however, include information which you can demonstrate came to your attention before we disclosed it to you (unless illegally or improperly procured by you before our disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part; otherwise share it with any other third party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, you agree to return to us such Confidential Information as we request (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the Standards; and, computer databases, software and manuals) which is then in your possession or, upon our request, destroy all or certain such Confidential Information and certify such destruction to us. It is specifically

understood that all customer lists or information adduced by your franchised Business is our property, not yours, and you shall never contend otherwise.

You must only divulge such Confidential Information to your operational personnel as is necessary for each to perform his/her functions and then only on a “need to know” basis. You agree to take all necessary precautions to insure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Your agreement to procure execution of our Confidentiality/Non-Competition Agreement from certain of your owners, management and staff is set forth below in Section 12.05.

12.02 Covenant Not to Compete

You agree that (i) at any geographic location whatsoever during the Initial Term and any Renewal Term of this Agreement, and (ii) within your Territory, within ten miles of the perimeter of your Territory or within ten miles of the perimeter, or within, the Territory or market area (as applicable) of any other franchised or company-owned Just Salad Restaurant (regardless of how established or operated) for a period of two years immediately following the termination or expiration of this Agreement or any Renewal Agreement for any reason, you will not directly or indirectly engage in, aid, assist, serve or participate in any other business or activity (a “Competitive Business”) which derives more than 15% or more of its gross revenues from the sale of any of the food products or related services which now or hereafter are authorized for sale under the Just Salad System (including, without limitation, salads, salad toppings and salad dressings) or component thereof in any manner (whether a restaurant, catering service, wholesale supplier or otherwise); which offers or sells similar or related products or services; which engages in any of the activities which this Agreement contemplates that you will engage in; or, which offers or sells any other product, service or component which now or in the future is part of the Just Salad System, or any confusingly similar product or service.

You are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, member, director, manager, officer, employee, principal, agent, advisor, consultant, lessor, sublessor or any similar capacity. In addition, you agree not to divert any business that should be handled by the franchised Business to any other person or entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing in this Agreement will prevent you from owning for investment purposes only up to an aggregate of 5% of the capital stock of any Competitive Business you do not control, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange.

Further, during Initial Term or any Renewal Term of this Agreement, and for two years following the termination or expiration of same for any reason, you agree not to: sell, assign, lease, sublease or otherwise grant possession of your Restaurant and/or Location to any individual or entity which intends to utilize same to conduct a Competitive Business thereat (and it shall be your affirmative duty in connection with any such sale, assignment or other disposition of your Restaurant and/or Location to secure a written memorialization from the purchaser, assignee, lessee, sublessee or permittee that it has no intent to conduct a Competitive Business, as herein defined, following the subject transaction).

It is the intention of these provisions that any person or entity within a legal or beneficial interest in or traceable to, down or through you be bound by the provisions of this covenant, including (without limitation) your spouse, brother, brother-in-law, sister, sister-in-law, parents, parents-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary of yours; and, any other related person or entity, regardless of how many levels or tiers there may be between you and the person or entity.

If you are a business entity, you agree to cause your (as applicable) owners, members, shareholders, directors, officers, partners, general partner, proprietor and or any other beneficial owner to refrain from any of the competitive activities described above in any manner which we reasonably request. In all instances, you shall also cause your General Manager and all other key management employees of your Just Salad Business to refrain of any of the competitive activities described above in any manner which we reasonably request. Your agreement to procure the execution of our Confidentiality/Non-Competition Agreement from certain such individuals is set forth below.

12.03 Lesser Included Covenants Enforceable At Law

If all or any portion of the covenants not to compete set forth in this Article 12 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency is hereby empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You expressly agree to be bound by any lesser covenants subsumed within the terms of this Article 12 as if the resulting covenants were separately stated in and made a part of this Agreement.

12.04 Enforcement of Covenants Not To Compete

You acknowledge that any violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that any violation of the covenants not to compete will conclusively be deemed to have been accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

12.05 Procurement of Additional Covenants

You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit D) from all of the following persons:

1. Before employment or any promotion, your General Manager and all other managerial personnel; and,
2. If you are a business entity, and as applicable, all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you. You shall procure all such Confidentiality/Non-Competition Agreements no later than ten days following the Effective Date (or, if any individual or entity attains any status identified above after the Effective Date, within ten days following such individual or entity's attaining such status) and shall furnish to us copies of all executed Confidentiality/Non-Competition Agreements within ten days following their execution.

12.06 Your and Our Enforcement of Confidentiality/Non-Competition Agreements

You agree to vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in Section 12.05, and you acknowledge our right, to be exercised as we alone determine, to ourselves and enforce the terms of any such executed Confidentiality/Non-Competition Agreement. If the substantive provisions of our Confidentiality/Non-Competition Agreement have been breached by an individual employed, engaged or

otherwise serving your franchised Just Salad Business who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law.

13. CONDITIONS TO AND PROCEDURES GOVERNING RENEWAL

13.01 Conditions to Renewal

Your right to enter into a Renewal Franchise Agreement will be conditioned on the following:

- A. You must notify us in writing no more than nine months and no less than six months before the expiration of the Initial Term of this Agreement of your intent to enter into a Renewal Franchise Agreement;
- B. Throughout the Initial Term and at the time of renewal you must have performed all of your material obligations and been in substantial compliance with the terms of this Agreement, the Standards and other agreements between you and us or our affiliates;
- C. At the time of renewal you must be current on the payment of all monetary obligations to us, our affiliates, the lessor or sublessor of your Just Salad Restaurant and any material third party supplier of yours;
- D. Before the commencement of the applicable Renewal Term, you must refurbish, redesign and/or remodel your franchised Just Salad Restaurant as we reasonably require to meet our then current standards;
- E. You or your General Manager (as applicable) and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense;
- F. You must pay us a renewal fee of 50% of the our then-current Initial Franchise Fee for similar franchised territories, but the Renewal Fee for the first Renewal Term will be no greater than the Initial Franchise Fee which you paid under this Agreement;
- G. You must be able to renew the lease for your Just Salad Restaurant on terms acceptable both to you and us, or lease a substitute Location acceptable to and approved by us, without any interruption of business in compliance with the terms of Section 6.06; and,
- H. You must have signed a General Release in the form of Exhibit H. This General Release will not release us from any future claims related to any Renewal Franchise Agreement but will release us from any and all claims you may have related to this Agreement.

If you have satisfied these conditions, then we will provide you with a Renewal Franchise Agreement in the manner specified in the following section.

13.02 Renewal Procedures

You must exercise your renewal right under this Agreement in the following manner:

- A. You must notify us in writing no more than nine months and no less than six months before the expiration of the Initial Term of this Agreement of your desire to enter into a Renewal Franchise Agreement.
- B. Within thirty days after our receipt of your notice, we will deliver to you a copy of our then-current franchise disclosure document (if we are then legally required to do so) and a copy of your

Renewal Franchise Agreement in a form ready to be executed by you (together, the “Renewal Package”). You must acknowledge receipt of the Renewal Package in any fashion that we reasonably specify.

C. No sooner than fifteen days, but no later than twenty five days, after you receive our Renewal Package, you must execute the Renewal Agreement and return it to us.

D. If you have exercised your renewal right as described above and have complied with all of the procedures set forth herein, and on the date of expiration of the Initial Term you satisfy all of the conditions to renewal identified in Section 13.01 of this Agreement, then we will execute the Renewal Franchise Agreement previously executed by you and will, deliver one fully executed copy of your Renewal Franchise Agreement to you.

E. If you do not perform any of the acts or deliver any of the writing required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Renewal Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the Initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature will survive.

F. **Time is of the essence with regard to this Section 13.02.**

13.03 Notice of Expiration

If applicable law requires us to give you notice of expiration of this Agreement at a specified time prior to such expiration, and we have not done so, then the term of this Agreement will be extended to the date following which our notice has been given and the legally required notice period has expired.

14. ASSIGNMENT

14.01 Assignment By Us

We will have the right to assign this Agreement, and all of our rights and privileges under this Agreement, to any person or business entity, provided that: (i) the assignee must, at the time of assignment, be financially responsible and economically capable of performing Franchisor’s obligations under this Agreement, and (ii) the assignee must expressly assume and agree to perform these obligations.

You agree and affirm that we may sell our company, our assets, our Proprietary Marks and/or System to third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other business entities or be acquired by another business entity; and/or, may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring. With regard to any such sale, assignment, merger, acquisition or financial activities, you expressly and specifically waive any claims, demands or damages arising from our related to the substitution of our name, Proprietary Marks (or any variation thereof) and System; the loss of association with us or identification of us as the “Franchisor” under this Agreement; and, any and all other claims, demands or damages arising from or related to such activities.

If we assign this Agreement, as provided herein, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation – directly, indirectly or contingently – to perform or fulfill the duties and obligations imposed upon “Franchisor” hereunder. Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert, contend or complain otherwise.

14.02 Assignment By You – General

You understand and acknowledge that we have entered into this Agreement in reliance on and in consideration of your singular personal skill and qualifications (or, if you are a business entity, the personal

skill and qualifications of your owners and managers), and the trust and confidence that we repose in you (or your owners and managers, if you are a business entity), and that this Franchise Agreement and the franchise conveyed hereunder is therefore personal to you and is your personal obligation. Accordingly, except as provided below, neither all nor any part of your interest in this Agreement; the franchise conveyed hereby; your rights, privileges or obligations under this Agreement; the franchised Business; your franchised Just Salad Restaurant ; the ownership of your franchised Business; or, your rights to use the Just Salad System, Proprietary Marks, Confidential Information and Standards may in whole or in part be assigned, sold, transferred, shared, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any fashion without first obtaining our written consent in accordance with this Article 14 and without first complying with our right of first refusal pursuant to Section 14.06 below.

Any actual or attempted assignment, transfer or sale of this Agreement, the franchise conveyed hereunder, the franchised Business, your franchised Just Salad Restaurant , any ownership interest in you (if you are a business entity), any of the other interests, rights or privileges identified in the preceding paragraph, or any interest in any of these, in violation of the terms of this Article 14, will be null, void and of no effect, and will be a material and incurable breach of this Agreement which, unless we waive to the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

If you are a business entity, then for the purposes of this Agreement “assignment” includes (without limitation) the transfer, issuance or redemption in the aggregate of more than 25% of the voting power or (as applicable) the capital stock, partnership interest, membership interest or any other species of ownership interest in you (or any lesser percentage sufficient to control your business entity or the franchised Business, as the term “control” is most broadly defined by any United States or state securities and/or corporate and/or partnership law) to any person or entity who is not (i) already a (as applicable) shareholder, member, partner or other category of owner of your franchised Business; (ii) the spouse of such individual; (iii) a trust controlled by such individual; or, (iv) a business entity owned, controlled and composed solely of such individuals in the same proportionate ownership interest as each such individual had in you before the assignment, as provided below. You agree to immediately report to us all such transfers or assignments of ownership in your business entity, even if less than 25%, in accordance with the procedure set forth in our Standards or otherwise.

14.03 Assignment By You – To A Business Entity You Form

If you are an individual and would like to transfer your interest in this Agreement to a business entity you form solely for the convenience of business entity ownership, you must obtain our prior written consent. We will not unreasonably withhold consent if all of the following conditions are met:

A. The business entity must be newly organized and duly formed, and its activities must be confined exclusively to serving as “Franchisee” under this Agreement.

B. You must be the sole owner of all ownership interests in the business entity and its principal officer or manager (as applicable) (or the sole owner of 75% or more of all ownership interests in the business entity, with the remaining owners being your spouse and/or adult children).

C. If more than two individuals serve as “Franchisee” hereunder, each individual must have the same proportionate ownership interest in the business entity as he or she had in the franchised Business before the transfer.

D. You and the business entity must execute an agreement with us under which you and the business entity agreed to be jointly and severally liable for all duties, responsibilities and obligations to us under this Agreement and expressly agree to be bound by all of the terms, conditions and covenants of this Agreement. Each then-current and future owner of any interest in the business entity must agree in writing to personally guarantee the performance by the business entity of your obligations under this Agreement, and

to be individually bound by all of the terms and conditions of this Agreement and any other agreements between you and us, in the form of Exhibit F to this Agreement.

E. Each present and future owner of any interest in the business entity must execute our Confidentiality/Non-Competition Agreement in the form of Exhibit D to this Agreement.

F. The name of the business entity formed by you may not include the Proprietary Mark "Just Salad," any variant thereof or any word confusingly similar thereto.

G. All of your business entity's organizational documents and evidences of ownership interests (such as stock certificates) must state that the issuance and transfer of any interest in the business entity are restricted by the terms of this Agreement and subject to our prior written consent.

Any transfer pursuant to this Section 14.03 will not be subject to our right of first refusal below and will not require you to pay to us any transfer fee.

14.04 Assignment By You – Sale To Third Party

You may not sell or otherwise assign or transfer all or any interest in you (if you are a business entity), the franchise conferred by this Agreement, your franchised Business, your Just Salad Restaurant, your right to use the Just Salad System, Proprietary Marks, Confidential Information and/or Standards, or any interest in any of these, to a third party without our prior written consent. If we do not elect to exercise our right of first refusal (as provided in Section 14.06 below), then we will not unreasonably withhold consent to the assignment and sale. You agree that it will not be unreasonable for us to impose, among other requirements, the following conditions to granting consent to the proposed assignment and sale:

A. That the proposed assignee applies to us for acceptance as a franchisee, and furnishes to us the information and references that we request to determine the proposed assignee's skills, qualifications, financial condition, background and history, reputation, economic resources and ability to assume your duties and obligations under this Agreement and any related agreement. You must pay the costs of any such investigation conducted by us.

B. That the proposed assignee (or, if an entity, the principals of the proposed assignee) presents itself for a personal interview at our corporate office, or any other location we designate, at the date and time we reasonably request, without expense to us. We may determine to meet with your proposed assignee at his, her or its principal place of business or residence and, if we do, you will reimburse us for all travel, lodging, meal and personal expenses related to such activity.

C. That the assignee (or, if an entity, the principals of the proposed assignee) demonstrates that it has the skills, qualifications, ethics, moral values and economic resources necessary, in our reasonable judgment, to conduct the Business contemplated by this Agreement.

D. That the proposed assignee and his, her or its proposed General Manager attend and successfully complete our Initial Training Program before the assignment, and any other training that we reasonably require, at the assignee's expense (which will include our then-current training fee and the cost of the trainee's transportation, lodging, food and other living expenses).

E. That the lessor or sublessor of your Just Salad Restaurant Location consents in writing to the assignment of your lease to the proposed assignee.

F. That, as of the date of the assignment, you have cured any existing defaults under any provisions of this Agreement or any other agreement or arrangement with us or our affiliates, and have fully satisfied in all respects all of your accrued and/or then-current monetary and other obligations to us and our

affiliates (under this Agreement or otherwise), all sources of financing of your franchised Business and all material sources of supply of your franchised Business.

G. That the assignee executes a new Just Salad Franchise Agreement, and all other agreements required of new franchisees, in the form and on the terms and conditions we then offer to prospective franchisees, which terms and conditions may vary significantly from this Agreement. The assignee will not be obligated to pay another Initial Franchise Fee under the new Agreement but will be required to pay our then-current fees for furnishing our Initial Training Program and any other services we are required to furnish under the new Agreement. The term of the new Franchise Agreement will be equal to the balance of the term of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for your guarantees; any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied; and, the post-termination and post-expiration provisions of this Agreement which, by their nature, will survive.

H. That the assignee has acquired, or will be able to immediately acquire following the execution of the new Franchise Agreement, all permits, licenses and other authorizations required by any federal, state or local, rule or regulation to operate the franchised Business. If applicable law enables you to transfer or assign any of the aforementioned permits, licenses and/or authorizations which you possess to the assignee, then you agree to do so immediately following our execution of the assignee's new Franchise Agreement.

I. That the Total Sales Price is not so excessive, in our sole determination, that it jeopardizes the continued economic viability and future operations of the franchised Business and/or the assignee. "Total Sales Price" means all consideration of every kind paid or payable to you or any other person in connection with, arising out of or relating to the assignment or transfer of the franchise, the Franchise Agreement or the franchised Business, whether money, property or other thing or service of value including consideration received for your Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; your furniture, fixtures, equipment and trade dress elements; accounts receivable; any consulting salary; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to the assignor or any other person in the future (including the highest possible value of any contingent future consideration).

J. That if the assignee is a business entity, then the owners of that business entity must execute a Confidentiality/Non-Competition Agreement in the form of Exhibit D to this Agreement and a Guarantee in the form of Exhibit F to this Agreement.

K. That you, if you are a business entity; all of your owners; and, the assignee (and, if it is a business entity, all of its owners) execute a General Release in the form of Exhibit I of any and claims, demands and causes of action which you, such owners or the assignee may or might have against us and/or our affiliates.

L. That if the assignee is a business entity, all of the requirements of its new Franchise Agreement concerning business entities must be complied with before we will execute the new Franchise Agreement and, as applicable, will continue to be complied with thereafter.

M. That you furnish us with a copy of any proposed contract of assignment (and any related agreements) and, promptly following execution, furnish to us a copy of the executed contract of assignment (and any related agreements).

N. That the assignee, at its expense, upgrade the Just Salad Restaurant to conform with our then-current standards and specifications and completes this upgrading within the time reasonably specified by us.

O. That you pay us a transfer fee of 1% of the Total Sales Price. "Total Sales Price" means all consideration of every kind paid or payable to you or any other person, in connection with, arising out of or relating to the assignment or transfer of the franchise, the Franchise Agreement or the franchised Business, whether money, property or other thing or service of value including (but not limited to) consideration received for your Business; rights under this Agreement; contracts; goodwill; restrictive covenants; equipment; furniture; accounts receivable; any consulting salary; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to the assignor or any other person in the future (including the highest possible value of any contingent future consideration).

If we consent to the assignment of this Agreement and/or your franchised Business, we will also consent to the assignment of your lease for your Just Salad Restaurant and all other agreements between you and us or our affiliates, and you agree to assign your lease and such other agreements to the same assignee. After the assignment, you will remain liable under all the assigned agreements to the extent they require.

You expressly agree that your obligations to indemnify and hold harmless us and the other Indemnitees under Section 8.10 of this Agreement extends to and embraces liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may give to or receive from any proposed assignee and/or any claim that you (and, if you are a business entity, your owners, General Manager, management or employees) or your assignee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the assignment. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.

You further understand and agree that our approval of any assignment transaction will not constitute our waiver of any claims against you by us or our affiliates, under this Agreement or otherwise.

14.05 Assignment By You – Transfer Upon Death or Disability

Upon your death or disability (as defined below) (if you are an individual), or the death or disability of your last surviving owner (if you are a business entity), that person's rights will pass to his or her estate, as heirs, legates, guardians or representatives, as appropriate (collectively, the "Estate").

The Estate may continue the operation of your franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to us to serve as General Manager and operate your franchised Business on a full-time basis; (ii) this individual attends and successfully completes our next offered Initial Training Program at the Estate's expense; and, (iii) this individual assumes full-time operation of your Business as General Manager within one month of the date you or your last surviving owner (as applicable) dies or becomes disabled. In the alternative, the Estate may sell the Business within six months of the death or long-term disability in accordance with the provisions of Section 14.04 and subject to our right of first refusal under Section 14.06. Failure to comply with one of these alternatives will be a material breach of this Agreement which, unless cured by the Estate as provided in Section 17.03, will result in this Agreement being terminated immediately.

"Disability" means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations set forth in this Agreement for at least ninety consecutive days. Disability will be determined either after this ninety day period or, if we elect, at an earlier time following an examination of the person by a licensed practicing physician selected and paid for by us. If

the person refuses to submit to an examination, then the person will automatically be considered permanently disabled as of the date of the refusal.

From the date of death or disability until a fully trained and qualified General Manager assumes full-time operational control of the franchised Business, we may assume full control of and operate the franchised Business, but will have no obligation to do so. If we do so, then during this period, we will deduct our expenses for travel, lodging, meals, and all other expenses and fees from the Business's Gross Revenues and pay ourselves a management fee equal to the greater of (i) two times the salary paid to the individual(s) assigned by us to operate the Business, or (ii) 10% of the Business's weekly Gross Revenues. This management fee will be in addition to the Continuing Royalties due us under this Agreement. We will then remit any remaining funds to the Estate. The Estate must pay us any deficiency in sums due to us under this Agreement within ten days of our notifying the Estate of the deficiency. We will not be obligated to operate your Business. If we do so, we will not be responsible for any operational losses of the Business, nor will we be obligated to continue operating the Business.

14.06 Right of First Refusal

Your rights to assign, transfer, redeem or sell any interest in this Agreement or the franchised Business, voluntarily or by operation of law (as provided above), will be subject to our right of first refusal (except in those instances specified above where no such right will pertain), which right of first refusal we may freely assign to any individual or entity. We will exercise our right of first refusal in the following manner.

A. You must deliver to us a true and complete copy of the proposed assignee's offer (the "notice") including all its material terms and furnish to us any additional information concerning the proposed transaction and the proposed assignee that we reasonably request.

B. Within 60 days after our receipt of the notice (or, if we request additional information, within 60 days after receipt of the additional information), we may either consent or withhold its consent to the assignment or redemption, in accordance with this Article, or at our option accept the assignment to ourselves or to our designee, on the terms and conditions specified in the notice. If we or our designee accept the assignment, we will be entitled to all of the customary representations and warranties given by the seller of assets of a business, including (without limitation) representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and your contingent and other liabilities affecting the assets. Any dispute regarding the value of all or any part of the assets or rights proposed to be assigned and/or the consideration proposed to be paid or payable to you or any third party in connection with the proposed assignment shall be determined by a reputable independent appraiser we select, and you and we equally share the expense of, whose determination will be final and binding on us.

C. If you are a business entity and a partial transfer is proposed through the assignment or redemption of more than 25% of your entity's ownership interests other than to any of your entity's co-owners, then we or our designee will have the option to purchase not only the interests being transferred but also all remaining interests, so that our resulting ownership will be 100% of your business entity. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

D. Our credit will be considered at least equal to the credit of any proposed purchaser. We may substitute cash for the fair market value of any other form of payment proposed in the offer.

E. If we give notice of exercise of our right of first refusal, we will be given at least sixty days after our notice to prepare for closing. You agree to take all action necessary to assign your lease agreement with the lessor of your Just Salad Restaurant Location to us.

F. If we elect not to exercise our right of first refusal and we consent to the proposed assignment or redemption, then you will, subject to the provisions of this Article, be free to assign this Agreement or the franchised Business to your proposed assignee on the terms and conditions specified in the notice if you satisfy the conditions of Section 14.04 for our approval of an assignment and if you close the transaction within sixty days (or such further time as may be stipulated by law, rule or regulation). If, however, the terms specified in your notice are changed, the changed terms will be considered a new offer, and we will have an identical right of first refusal with respect to this new offer. Further, if you fail to close the assignment transaction within sixty days (or such further period of time as may be stipulated by applicable law, rule or regulation), then our right of first refusal hereunder shall be restored and we may elect to exercise same within thirty days thereafter.

G. Our election not to exercise our right of first refusal with regard to any offer will not affect our right of first refusal with regard to any later or modified offer. If we do not exercise our right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. You and any proposed assignee must comply with all the criteria and procedures for assignment of the franchise, the Franchise Agreement and/or the franchised Business specified in this Article 14.

14.07 No Encumbrance

You will have no right to pledge, encumber, mortgage, hypothecate or otherwise give any third party a security interest in this Agreement, the franchised Business or your Just Salad Restaurant in any manner without our prior written permission, which we may withhold for any reason.

15. PROPRIETARY MARKS

15.01 Our Ownership of Proprietary Marks

You agree that the Proprietary Marks are our (or our affiliates') exclusive property. You assert and will in the future assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of your licensed use of the Proprietary Marks, or for any other reason. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights or the rights of our affiliates in connection with the Proprietary Marks, either during or after the term of this Agreement. You agree not to apply for or obtain any trademark or service mark registration of any of the Proprietary Marks or any confusingly similar marks in your own name. You agree to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. You may never use the Proprietary Marks in connection with any other business except for the franchised Business. You agree that you will not, during or after the term of this Agreement, impair the goodwill associated with the Proprietary Marks or in any way dispute or impugn the validity of the Proprietary Marks, our rights (or those of our affiliates) to the Proprietary Marks, or the rights of us, our affiliates, other franchisees of ours or other third parties to whom we may have licensed the Proprietary Marks to use the Proprietary Marks.

You acknowledge that our rights in the Proprietary Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or design elements thereof and extend to all translations of them in any language. Further, you acknowledge and agree that our rights in and to the Proprietary Marks are not limited to such rights as may be conferred by registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Proprietary Marks vested in us as a result of their use by us or our affiliates and other authorized parties.

15.02 Limitations on Your License to Use the Proprietary Marks

Nothing in this Agreement will give you any right, title or interest in or to any of our (or our affiliates') Proprietary Marks except as a mere privilege and license, during the term of this Agreement, to display and

use the Proprietary Marks according to the limitations set forth in this Agreement, in our Standards or in other written notices to you. You may not use any Proprietary Mark in connection with any social media networking, including but not limited to postings on a social media site or social media network sites. You understand and agree that your limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks shown on Exhibit B (if we do not subsequently designate them as being withdrawn from use), together with those which we may later designate in writing. In all instances your use of the Proprietary Marks must comply with our directions, limitations, specifications and authorized prescribed uses. You expressly understand and agree that you are bound not to represent in any manner that you have acquired, and you will not assert any claim to, any ownership, goodwill, reputation or equitable rights in any our Proprietary Marks by virtue of the limited license granted under this Agreement, by virtue of your use of any of the Proprietary Marks or otherwise. All of your uses of the Proprietary Marks, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Proprietary Marks or operation of the franchised Business or your Just Salad Restaurant, including any "local goodwill," which, you expressly agree, exclusively vests in us.

15.03 Use and Display of Proprietary Marks

A. You must not use, and must not permit or cause another to use, the Proprietary Marks except in the manner and to the extent specifically licensed to you under this Agreement. You agree that each use you make of any Proprietary Mark will accurately portray the Mark and that the Mark will not be used or portrayed in a manner which jeopardizes the goodwill associated with the Mark or the Just Salad System. You agree to use the Proprietary Marks in full compliance with rules we prescribe from time to time in our Standards or otherwise. You are prohibited (except as expressly provided in this Agreement) from using any Proprietary Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by us to you). You may not use any Proprietary Mark in connection with the sale of any unauthorized service, product or program or in any other manner not explicitly authorized in writing by us. You may use the Proprietary Marks only for the operation of the franchised Business or in advertising for the franchised Business. Your right to use the Proprietary Marks is limited to the uses authorized under this Agreement. Any unauthorized use of the Proprietary Marks by you will constitute an infringement of our rights and a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

B. You may not use the Proprietary Marks in any way which will incur any obligation or indebtedness on our behalf. You agree to comply with our Standards' instructions in filing and maintaining all requisite trade name or fictitious name registrations, and in executing any documents considered necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

C. You agree to affix our Proprietary Marks on the facilities of your franchised Just Salad Business, including your Just Salad Restaurant, any delivery vehicles operated by your Business, your franchised Business's point-of-sale materials, signs, stationery, advertising, sales, marketing and promotional materials and other objects in the size, color, lettering style and fashion and at the places which we designate in our Standards or otherwise. You also agree to display the Proprietary Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Standards. No trademarks, logotypes, names, symbols or service marks other than the Proprietary Marks may be used by or in connection with your franchised Business in any fashion whatsoever except as we may expressly provide in our Standards or as we may approve in writing.

15.04 Required Means of Identification; Non-Use of Trade Name

You must conduct your franchised Just Salad Business under the assumed business name "Just Salad." You agree, at your expense, to perform all filings and procure all required or necessary government approvals or registrations required to do business under that assumed business name and to furnish to us copies of all such filings, approvals and registrations.

You must never identify yourself as an agent of ours. You must conspicuously identify yourself, your franchised Business and your Just Salad Restaurant in all dealings with your customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to your Business, as our independently owned and operated franchisee. You agree to place this notice of independent ownership in your Restaurant and any other facilities of the franchised Business, and on your printed materials, business cards, stationery, marketing and advertising materials, signs, delivery vehicles, and other written or electronic modes that we may specify in such fashion and as we require from time to time, in our Standards or otherwise.

If you are a business entity, then you agree that under no circumstance will you incorporate any of the Proprietary Marks, any portion thereof or any name or mark derivative of or similar to the Proprietary Marks, or any confusingly similar words or symbols, in your business entity's name. In particular, you may not use the words "Just Salad," "Just Salad Franchise, LLC," or any variant as part of your business entity name.

15.05 Our Defense of Proprietary Marks and Copyrights

If you receive notice, are informed or learn of any claim, suit or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or any of our copyrights (each, a "claim"), you agree to promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim and indemnify you against any loss, cost or expense incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to your use of the Proprietary Marks or copyrights. You may not settle or compromise the claim by a third party without our prior written consent. We will have the right to defend, compromise and settle the claim at our sole cost and expense, using our own counsel. You agree to cooperate fully with us in connection with the defense of the claim. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the defense or settlement will be final.

We will have no obligation to defend or indemnify you pursuant to this Section 15.05 if the claim arises out of or relates to your use of any of the Proprietary Marks and/or our copyrights in violation of the terms of this Agreement.

15.06 Prosecution of Infringers

If you receive notice, are informed or learn that any third party which you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you agree to promptly notify us. We will then determine whether or not we wish to take any action against the third party on account of the alleged infringement of our Proprietary Marks. You will have no right to make any demand or to prosecute any infringement claim.

15.07 Discontinuance or Substitution of Proprietary Marks

You agree that at any time we may direct you to modify or discontinue the use of any Proprietary Mark and/or adopt and use one or more additional or substitute Proprietary Marks and that, under such circumstance, you will be required promptly to comply with any of our directions or instructions. If this happens, our only obligation will be to reimburse you for your documented reasonable expenses ("hard costs")

of complying with our directions or instructions, including expenditures you make for changing signs, vehicle decals, uniforms, stationery and any incremental cost of modifying any preexisting advertising or promotional material. We will not be liable to you for any other expenses, losses or damages sustained by you as a result of any Proprietary Mark addition, modification, substitution or discontinuation except as provided herein. You waive any claim for any such other expenses, losses or damages and covenant not to commence or join in any litigation or other proceeding against us for any of these other expenses, losses or damages.

16. RELATIONSHIP OF THE PARTIES

16.01 Relationship of the Parties

You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your franchised Just Salad Business does not directly or indirectly vest in us the power to hire, fire or control any such employee. You shall take all action necessary to ensure that your employees understand and acknowledge that they are not our employees, including, without limitation, requiring your employees to sign a written acknowledgement that you are an independently owned and operated franchisee and their sole employer in a form specified by us in the manuals or otherwise in writing from time to time.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Just Salad System which you are required to comply with under this Agreement, whether set forth in our Standards or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your franchised Business.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the franchised Business.

17. DEFAULT AND TERMINATION

17.01 Termination By Us – Automatic Termination Without Notice

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you, the franchised Business or the business to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or the franchised Business and is not immediately contested and/or dismissed within sixty days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the franchised Business or assets of either is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or the franchised Business; you are dissolved; execution is levied against you, the franchised Business or your property; or, the real or personal property of the franchised Business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

17.02 Termination By Us Upon Notice – No Opportunity To Cure

You will have materially breached this Agreement and we may, at our option, terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

1. You do not open your Just Salad Restaurant for business within twelve months after the Effective Date of this Agreement; cease operating the franchised Business; abandon the franchise relationship established under this Agreement; or, fail to operate your Just Salad Restaurant for three consecutive days during which you are required to operate it under this Agreement, unless your failure to operate is due to fire, flood, other acts of God or other similar causes beyond your control.
2. You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.
3. We and you agree in writing to terminate the Franchise Agreement.
4. You do not secure the Restaurant Location for the franchised Business within the time limits and following the procedures specified in Article 6 of this Agreement.
5. You lose the right to possession of the Restaurant Location, provided that if the loss of possession results from the government's exercise of the power of eminent domain, or if, through no fault of yours, the premises are damaged or destroyed, then you will have thirty days after this event to apply for our approval to relocate your Just Salad Restaurant in accordance with the relocation provisions of this Agreement. This approval may not be unreasonably withheld, but it will be reasonable for us to withhold approval if your relocated Just Salad Restaurant will not open for business within twelve months of the closing of the damaged or destroyed Restaurant.
6. You, your General Manager and/or, if you are a business entity, any owner, member, shareholder, director or manager (as applicable) of such entity is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your operation of the franchised Business, or is likely to have an adverse effect on the Just Salad System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.
7. You purport or, if you are a business entity, any owner or principal of you purports,

to transfer any rights or obligations under this Agreement, any interest in you, the franchised Business or your Just Salad Restaurant to any third party in violation of the terms of this Agreement.

8. You do not comply with the covenant not to compete during the term of this Franchise Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, do not obtain the execution of the additional covenants required by this Agreement.

9. You or your General Manager fail to attend or successfully complete our Initial Training Program (after being afforded the opportunity repeat the training pursuant to Section 7.01 of this Agreement).

10. You knowingly conceal revenues; maintain false books or records; falsify information or otherwise defraud or make false representations to us; or, submit any substantially false report to us.

11. You do not maintain the financial records required by Section 11.02.

12. We or our designee conducts an audit of your franchised Business which discloses that monthly report or statement which you submitted to us understated your Gross Revenues by 8% or more for any month within the period of examination, or for the entire period of examination.

13. You refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Business under Sections 8.11 and 11.02.

14. You take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against or to discharge any agent, servant or employee who has embezzled our funds or property or that of any customers or others.

15. After curing a default which is subject to cure under Section 17.03, you commit the same act of default again within 36 months.

16. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority regarding any matter involving or affecting the operations of your franchised Just Salad Business and Restaurant.

17. You commit any act or default which materially impairs the goodwill associated with our Proprietary Marks and which, by its nature, is incurable, or, if the default is curable, you fail to cure the default following delivery of written notice to cure at least seventy-two hours in advance.

18. You do not comply, for a period of 15 days after notification of non-compliance by us or any governmental authority, with any federal, state or local law or regulation applicable to the operation of the franchised Business.

19. You repeatedly fail to comply with one or more requirements of this Franchise Agreement, whether or not corrected after notice.

20. You fail to immediately repay us or our affiliates for any amounts we advance on your behalf.

21. You do not purchase or maintain any insurance required by this Agreement.

22. You, your franchised Business and/or your franchised Just Salad Restaurant commit

any violation of law, rule or regulation and/or engagement in any act or practice which subjects you and/or us to widespread publicity or ridicule.

23. You breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three days following written notice from us.

24. You purchase any proprietary products or services from us or our affiliates, or purchase from us, our affiliates or any third party non-proprietary goods or services pursuant to a systemwide supply contract we negotiate, and you use, divert, sell or otherwise exploit such products or services for the benefit of any other individual, entity or business.

25. You operate your franchised Business and/or your Just Salad Restaurant in a fashion that, in our sole judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate this Agreement upon notice, but you agree that we may either beforehand or concurrently direct you to immediately close your Just Salad Restaurant; you shall immediately comply with such direction (which may be given orally or in writing); and, you shall hold us harmless from and against any claims whatsoever relating to our direction to close your Restaurant.

26. You make any use of our Confidential Information and/or Proprietary Marks not specifically authorized by this Agreement or our Standards, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your franchised Business.

27. You engage in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes us to terminate this Agreement immediately upon notice to you.

17.03 Termination by Us – Fifteen Days to Cure

Except as provided in Section 17.01 or 17.02 or in this Section 17.03, you will have fifteen calendar days after we furnish you with a written notice of default, transmitted in accordance with the terms of Section 27.01 of this Agreement, to cure any default under this Agreement (or, if the default cannot reasonably be cured within this time, to initiate action to cure the default within such time and complete cure within the shortest reasonable time thereafter) and to provide us with evidence that you have done so. If you have not cured any default within the applicable cure period specified in this Section 17.03 (or, if appropriate, you have not initiated action to cure the default within the applicable cure period and thereafter cure the default within the shortest reasonable time thereafter), or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law.

You will be in default of this Agreement for any failure to substantially comply with any of the requirements imposed upon you and, if you are a business entity, your owners by this Agreement, our Standards and/or all Supplements to the Standards or if you and/or your owners, otherwise fail to fulfill the terms of this Agreement in good faith. These defaults include the following events, which are set forth as examples only and are not meant to, nor shall they be deemed to, delineate all of the possible defaults which you may commit under this Agreement:

1. You fail, refuse or neglect to pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your franchised Business under any arrangement with us. The cure period for this default shall not be the above-referenced fifteen calendar days but, instead, will be five calendar days after we transmit to you with a written notice of default. If you fail to cure any such default within such shortened cure period, then this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law.

2. You fail, refuse or neglect to submit the financial and non-financial reports and other information required to be submitted to us under this Agreement, our Standards or other written notices we transmit to you, or you make any false statements in connection with any reports or other information required to be submitted to us.
3. Your franchised Business and/or Just Salad Restaurant offers and sells any products or services that we do not authorize under this Agreement or our Standards.
4. You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers.
6. You engage in any business, or market any product or service, under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks.
7. You fail to pay any taxes due and owing by your franchised Business (including employee taxes) when due.
8. You do not use the Proprietary Marks and/or trade dress solely in the manner and for the purposes directed by us in this Agreement, our Standards or otherwise.
9. You violate the restrictions pertaining to advertising or do not participate in the programs related to advertising and sales promotion set forth in Article 10 of this Agreement.
10. You do not indemnify us as required by this Agreement.
11. By act or omission, you permit a continued violation in connection with the operation of the franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.
12. You fail to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation.
13. You employ any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.
14. You fail to operate your Just Salad Restaurant during the days and hours specified in our Standards without our prior written approval.
15. You default under any agreement between you and any lessor or sublessor of your Restaurant Location and you do not cure the default within the period specified in the Location's lease or sublease (as applicable).
16. You fail to maintain and operate your Just Salad Restaurant and/or any delivery vehicle(s) utilized by your franchised Business in a good, clean and sound manner, in strict compliance with our standards for quality, cleanliness and maintenance as set forth in our Standards or otherwise.
17. You do not engage and have us train a successor or replacement General Manager, as required by Section 8.06 of this Agreement.
18. You fail to maintain the Bank Account as required in Section 5.04 of this Agreement.
19. You do not comply with any other lawful provision or requirement of this Agreement or any specification, standard or operating procedure prescribed by us pursuant to this Agreement, in our Standards or otherwise.

17.04 Description of Default

The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

17.05 Your Failure to Pay Constitutes Your Termination of This Agreement

Your failure to timely cure any breach of your obligation to make payments of Continuing Royalties, System Advertising Contributions or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach, will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

17.06 Cross Default

Any default or breach by you, your affiliates and/or any guarantor of yours of any other agreement between us or our affiliates and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us or our affiliates and you, your affiliates and/or any guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your "affiliates" means any persons or entities controlling, controlled by or under common control with you.

17.07 Continuance of Business Relations

Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and an authorized officer of ours agree in writing to any such renewal, extension or continuation.

17.08 Notice Required By Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

18. FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

18.01 Further Obligations and Rights Following The Termination or Expiration of this Agreement

If this Agreement expires or terminates for any reason or is assigned by you, you will cease to be an authorized Just Salad franchisee and you will lose all rights to the use of our Proprietary Marks, the Just Salad System, all Confidential Information and know-how owned by us and any goodwill (including "local"

goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of the franchised Business.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all royalties, fees and other sums due and owing to us or our affiliates, plus interest, and all sums due and owing to any landlord, suppliers, employees, taxing authorities, advertising agencies, lenders and all other third parties.

2. Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Just Salad Business, a Just Salad Restaurant or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement. You may never identify yourself to the public in any fashion whatsoever as a current or former Just Salad franchisee.

3. Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "Just Salad," or any other Proprietary Mark of ours, or any variant, within fifteen days following termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "Just Salad," or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

4. Upon any termination of this Agreement by us for cause, we will have the right immediately to enter and take possession of your Just Salad Restaurant to maintain continuous operation of the previously franchised business, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. If you dispute the validity of our termination of the franchise, we will nevertheless have the option (which you irrevocably grant) to operate the business pending the final, unappealed determination of the dispute by a court of competent jurisdiction. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, we agree to make a full and complete accounting for the period during which we operated the previously franchised business.

5. If we terminate this Agreement because of your default or you terminate same through failure to make payment following notice and opportunity to cure (pursuant to Section 17.043), you must pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new Business for the Territory. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the franchised Business at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

6. Immediately deliver to us all training or other manuals furnished to you (including the Standards and Supplements to the Standards), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the franchised Business. You may retain no copy or record of any of these items, except for 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. You agree that the foregoing

items, materials, lists, files, software and other similar items will be considered to be our property for all purposes.

7. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

8. Cease using the telephone numbers listed in the Yellow Pages and White Pages of any telephone directories under the name "Just Salad" or any other confusingly similar name or, upon our written demand, direct the telephone company to transfer the telephone numbers listed for the franchised Just Salad Restaurant in the Yellow Pages and White Pages to us or to any other person and location that we direct. If you do not promptly direct the telephone company to do so, you irrevocably appoint us as your attorney-in-fact to direct the telephone company to do so.

9. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 12 of this Agreement (including those restricting your ability to sell, assign, lease or otherwise grant possessory rights to your Restaurant and/or Location to a party intending to conduct a Competitive Business thereat).

10. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 12 of this Agreement.

11. Immediately refrain from engaging in any contacts with customers, suppliers, employees and vendors of the Just Salad Restaurant.

12. Immediately surrender to us all computer software, data storage disks or tapes and other electronic media used in the operation of the franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming. You agree not to destroy, damage, hide or take any steps to prevent us from obtaining any information which you had stored in the computer system of the franchised Business. You agree not to retain any printouts, disks, tapes or other electronic media containing any of the programs or data stored in the computer system.

13. At our option, assign to us any interest which you have in the Lease, sublease, right or entry or easement for the Restaurant Location, and vacate the Restaurant promptly and completely, rendering all necessary assistance to us to enable us to take prompt possession.]

14. Within 15 days from the date of termination or expiration of this Agreement, arrange with us for us to make an inventory, at our cost, of all of your personal property, fixtures, equipment, inventory and supplies and those of the franchised Business. We will have the option, to be exercised within 30 days after termination or expiration of this Agreement, to purchase from you any or all of these items at fair market value, meaning depreciated book value or actual fair market value, whichever is less. If you and we cannot agree on a fair market value within a reasonable time, we will designate an independent appraiser, whose determination will be binding. We and you will each pay 50% of the fee charged by the independent appraiser. If we elect to exercise any right and option to purchase provided in this subparagraph, we will have the right to set off all amounts due from you under this Agreement, and the cost of the appraisal, if any, against any payments for the assets.

15. If we elect not to assume possession of the Just Salad Restaurant Location, then promptly upon termination or expiration of this Agreement, you agree to "deidentify" the Just Salad Restaurant Location in all respects by performing all redecoration and remodeling, and effecting physical changes to the Location and the franchised Business' vehicles, décor, trade dress, color combination, signs and other physical characteristics, as we consider necessary in our reasonable business judgment to distinguish the Location from a duly authorized Just Salad Restaurant Location. If you refuse, neglect or fail to do so, we have

the right to enter upon the Location and effect such required changes at your sole risk and expense, without liability for trespass.

18.02 No Prejudice

The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement.

19. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

19.01 Unavoidable Delay or Failure to Perform (Force Majeure)

Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; lockouts; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

20. WAIVER AND DELAY

20.01 Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of such breach or any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor constitute, a waiver of any breach of any term, covenant or condition of this Agreement.

21. NOTICE OF OUR ALLEGED BREACH

21.01 Notice of Our Alleged Breach

You agree to give us immediate written notice of any alleged breach or violation of this Agreement after you have constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by us, including any acts of misfeasance or nonfeasance. If you do not give written notice to us of any alleged breach of this Agreement within one year from the date that you have knowledge of, believe, determine or are of the opinion that there has been an alleged breach by us, then our alleged breach will be considered to be condoned, approved and waived by you and will not be considered to be a breach of this Agreement by us, and you will be permanently barred from commencing any action against us for the alleged breach or violation.

22. OUR RIGHT TO CURE DEFAULTS

22.01 Our Right To Cure Defaults

In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under

this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you immediately upon demand.

23. OUR WITHHOLDING OF CONSENT – YOUR EXCLUSIVE REMEDY

23.01 Our Withholding of Consent – Your Exclusive Remedy

In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under the this Franchise Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

24. INJUNCTION

24.01 Injunction

You explicitly affirm and recognize the unique value and secondary meaning attached to the Just Salad System and the Proprietary Marks. Accordingly, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the Just Salad System or the Proprietary Marks by you, will cause irreparable damage to us and other Just Salad System franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Just Salad System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions. You will be responsible for payment of all costs and expenses, including, reasonable attorneys' fees, which we and/or our affiliates may incur in connection with your non-compliance with this covenant.

25. INTEGRATION OF AGREEMENT

25.01 Integration of Agreement

This Agreement, all exhibits to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in the preceding sentence, however, is intended to disclaim or require you to waive reliance on any representation that we made in the Franchise Disclosure Document that we provided to you. You acknowledge that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the franchised Business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, “financial performance information” means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised Just Salad Restaurants.

26. NO ORAL MODIFICATION

26.01 No Oral Modification

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You expressly acknowledge that no oral promises were made to you (or, if they were, that you are not relying and will not rely on any such oral promise) and that our obligations are confined exclusively to those set forth in this Agreement. Nothing in the preceding sentence, however, is intended to disclaim the representations we made in the franchise disclosure document that we provided to you. You understand and assume the business risks inherent in this enterprise.

27. NOTICES

27.01 Notices

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (return receipt requested, postage prepaid), or by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to us will be addressed to:

Just Salad Franchise US LLC
711 3rd Ave, Floor 2
New York, New York 10017
Attention: Messr. Nick Kenner

Any notice to you will be addressed to you at:

Attention: _____

Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

28. MISCELLANEOUS

28.01 Execution, Construction and Interpretation; Further Acts

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures will be considered as binding and conclusive as if original, provided, however, that any party so executing must use all commercially reasonable efforts to furnish to the other party(ies) the originally executed document(s) at the earliest opportunity.

B. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. If Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to us under this Agreement are joint and several.

F. As used in this Agreement, the words "include," "includes," or "including" are used in a non-exclusive sense and shall be construed to mean "including without limitation."

29. SEVERABILITY

29.01 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future law, rule or regulation which by its terms is applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, that provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect, unless said provision pertains to the payment of monies due to us or our affiliates under this Agreement of any type or nature whatsoever, in which case we may at our option terminate this Agreement. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement (but not any of its payment provisions) and the parties agree to be bound by and perform this Agreement as so modified.

30. COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW; VENUE

30.01 Costs of Enforcement

If any party hereto commences or joins in (and, if applicable, appeals from) any legal action or proceeding against the other for the purpose of enforcing, or preventing the breach of, any provision of this Agreement; or for damages for any alleged or actual breach of any provision of this Agreement; or for a declaration of such party's rights or obligations hereunder; or to address or resolve any other dispute between the parties of any nature whatsoever which dispute directly or indirectly arises from or relates to this Agreement and/or the relationship between the parties created hereby, then the ultimately prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection with such legal action or proceeding (including, if applicable, any appeal thereof), including reasonable attorneys' fees, experts' fees, court costs and all other expenses sustained by the prevailing party.

30.02 Attorneys' Fees – Third Party Actions

If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to this Agreement, any and all related agreements, the franchised Business or your Just Salad Restaurant as a result of any claimed or actual act, error or omission of yours (and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives) or the franchised Business; by virtue of statutory, "vicarious," "principal/agent" or other liabilities asserted against or imposed on us as a result of our status as Franchisor; or if we become a party to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

30.03 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York's (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 30.03 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York, or any other state, which would not otherwise apply.

30.04 Venue

Any litigation arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between the parties (as defined below); and, any and all disputes between the parties, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. You hereby irrevocably submit yourself to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You agree that any dispute as the venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Just Salad Restaurant Location, we may bring such an action in any state or federal district court which has jurisdiction. You hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). As used in this section of the Agreement, the term "parties" includes you; your guarantor(s); if you are a business entity, your owners, officers, directors, shareholders, partners, members, managers, agents, representatives, independent contractors, servants and employees (as applicable) and, as to each of them, whether acting in their corporate or individual capacity; any other individual entity acting or purporting to act by, through, under or under authority granted by you; and, any affiliate of each of the foregoing.

30.05 Waiver of Jury Trial and Punitive Damages

A. The parties to this Agreement (as denominated in Section 30.04) explicitly waive their respective rights to a jury trial in any litigation between them which is authorized or contemplated by this Agreement, and hereby stipulate that any such trial shall occur without a jury.

B. You, your guarantors and your other parties (as defined in Section 30.04) hereby irrevocably waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other similar damages in any action or proceeding whatsoever between the parties to this Agreement (as defined in Section 30.04) and/or any of their affiliates, and you and such others covenant never to advance or pursue any such claim for punitive damages. You and such others agree that in the event of a dispute, you and such others shall be limited to the recovery from us of any actual damages sustained by you or them.

31. LIABILITY OF "FRANCHISEE"; GUARANTEE

31.01 Liability of "Franchisee"

The terms "Franchisee" and "you" as used in this Agreement will refer to each person executing this Agreement as Franchisee, whether that person is one of the spouses, partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you, and will apply to each of these persons as if he/she were the only named Franchisee in this Agreement. If you are a married couple, both husband and wife executing this Agreement will be liable for all your obligations and duties as Franchisee under this Agreement as if the spouse were the sole Franchisee under this Agreement. If you are a partnership or proprietorship, or if more than one person executes this Agreement as Franchisee, each partner, proprietor or person executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement. If you are a trust, each trustee, grantor and beneficiary signing this Agreement will be liable for all the obligations and duties of Franchisee under this Agreement. If you are a business entity, all owners of such entity executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement as if each such owner or the sole franchisee under this Agreement.

31.02 Guarantee

If you are an entity, the following persons must, concurrently with the execution of this Agreement (or at such later time as they assume any status specified herein), execute our standard form Guarantee (Exhibit F), pursuant to which these individuals guarantee all your obligations and duties: (i) if you are a corporation or limited liability company, all shareholders or members (as applicable) owning 5% or more of your issued and outstanding stock or membership interests (as applicable) at the same time as the execution of this Agreement or at such later time as they assume such status; (ii) if you are a partnership, all general partners owning a 5% or greater interest in you (at the same time as the execution of this Agreement or at such later time as they assume such status); and, (iii) if you are a limited partnership, the general partner and all shareholders owning a 5% or greater interest in the general partner.

If you are in breach or default under this Agreement, we may proceed directly against each such guaranteeing individual and/or entity without first proceeding against you and without proceeding against or naming in the suit any other such guaranteeing individuals and/or entities. Your obligations and those of each such guaranteeing individual and/or entity will be joint and several. Notice to or demand upon one such guaranteeing individual and/or entity will be considered notice to or demand upon you and all such guaranteeing individuals and/or entities, and no notice or demand need be made to or upon all such guaranteeing individuals and/or entities. The cessation of or release from liability of you or any such guaranteeing individual and/or entity will not relieve you or any other guaranteeing individual and/or entity, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

32. SURVIVAL

32.01 Survival

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

33. OUR BUSINESS JUDGMENT

33.01 Our Business Judgment

Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the

provision specifically states otherwise, we will have the right to engage in such activity at our option taking into consideration our assessment of the long term interests of the Just Salad System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

34. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

34.01 Your Representations

You represent and warrant to us, with the intention that we are relying on your representations and warranties in entering into this Agreement, that:

1. If you are a business entity, you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and your business entity is in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over your franchised Just Salad Business.
2. If you are business entity, you have all requisite power and authority to execute, deliver, consummate and perform this Agreement, and all necessary business entity proceedings have been duly taken to authorize the execution, delivery and performance of this Agreement.
3. This Agreement has been duly authorized, executed and delivered by you, includes your legal, valid and binding obligations, and will be binding and enforceable upon you and your successors and assigns in accordance with its terms when executed by both parties.
4. You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements which you furnished to us before the execution of this Agreement.
5. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners, members, managers, guarantors, shareholders, or any other owner or a direct or indirect, partial or whole interest in you (as applicable), after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or, which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.
6. All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

34.02 Your Acknowledgments

You represent, warrant and acknowledge to us, with the intention that we will be relying thereon in entering into this Agreement, that:

1. No representation has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents or salespersons) and relied on by you as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the franchised Business, or any other Just Salad Restaurant or Business, other than any information we may have provided in Item 19 of our franchise disclosure document, nor have we or any of the foregoing made any representations, statements or promises to you which conflict with, contravene or vary from the contents of our franchise disclosure document.

2. No representation or statement has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents or salespersons) and relied on by you regarding our anticipated income, earnings and growth or that of the Just Salad System, or the viability of the business opportunity being offered under this Agreement.

3. Before executing this Agreement, you have had the opportunity to contact all our existing franchisees.

4. You have been advised and given the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, the terms and provisions of this Agreement and the prospects for the franchised Business, using the services of legal counsel, accountants or other advisers of your own choosing. You have either consulted with these advisors or have deliberately declined to do so.

5. You have received from us a copy of our franchise disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise, at least fourteen calendar days before the execution of this Agreement or at least fourteen calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

6. No representation or statement has been made by us (or any of our employees, agents or salespersons) and relied on by you regarding your ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement.

7. You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement (including, without limitation, the covenants not to compete and the restrictions on assignment) and the rights and remedies conferred upon you and us under this Agreement. Such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to us; (c) are fully required to protect our legitimate business interests; and, (d) do not confer benefits upon us that are disproportionate to your detriment.

8. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

35. SUBMISSION OF AGREEMENT

35.01 Submission of Agreement

Our tendering this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. The date that we execute this Agreement, referred to in this Agreement as the "Effective Date," will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM.

YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signatures on page that follows.]

Dated: _____

Attest:

Witness/Date

FRANCHISEE:

If a corporation or other entity:

(Name of Corporation or Other Entity)

By: _____

Its _____
(Title)

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Attest:

Witness/Date

JUST SALAD FRANCHISE US LLC

By: _____
(Print Name)

Its: _____
(Title)

EXHIBIT A

RESTAURANT LOCATION AND FRANCHISED TERRITORY

EXHIBIT A

RESTAURANT LOCATION AND FRANCHISED TERRITORY

The Restaurant Location is:

The Territory as defined in Section 3.01 of the Franchise Agreement will consist of:

EXHIBIT B

PROPRIETARY MARKS

The Proprietary Marks as defined in Section 1.01 of the Franchise Agreement will consist of:

JUST SALAD

and such other and further Proprietary Marks (as defined in Section 1.01 of the Franchise Agreement) that we may from time to time license to you in conjunction with and addition to the Proprietary Marks listed above. Any such other and further Proprietary Marks will be deemed a part of this Exhibit B.

EXHIBIT C

REQUIRED PROVISIONS FOR LEASE RIDE

REQUIRED PROVISIONS FOR LEASE RIDER

All Leases you enter into for the Just Salad Restaurant Location must contain a Rider with provisions acceptable to us providing that:

1. After the expiration or termination of the Franchise Agreement for any reason, we will have the option for 30 days to cure any defaults within a reasonable period of time; at our election, either to assume the obligations of and replace you as the lessee under the Lease, or to have another franchisee, licensee, joint venture partner or other designee of ours assume the obligations of and replace you as the lessee under the Lease; and, if we have assumed the obligations of and replace you as the lessee under the Lease, to reassign the Lease to another franchisee, licensee, joint venture partner or other designee of ours.
2. The lessor or sublessor (the "Landlord") will furnish to us written notice specifying any default and the method of curing the default; allow us 30 days after receipt of the notice to cure the defaults (except that if the default is the non-payment of rent, we will have only fifteen days from receipt of notice to cure the default); and, allow us to exercise our option for us or another franchisee, licensee, joint venture partner or other designee of ours to succeed to your interest in the Lease.
3. The Landlord will accept us or another franchisee designated by us as a substitute tenant under the Lease upon notice from us that we are exercising our option for us or another franchisee, licensee, joint venture partner or other designee of ours to succeed to your interest in the Lease and/or to reassign the Lease to another franchisee following our assumption of obligations under the Lease.
4. The required provisions in 1., 2. and 3. above are rights but not obligations for us to assume your rights and responsibilities under the Lease.
5. The Landlord acknowledges that you alone are responsible for all debts, payments and performances under the Lease before we or another franchisee, licensee, joint venture partner or other designee of ours takes actual possession of the premises.
6. The Lease may not be modified or amended without our advance written consent, which we may not unreasonably withhold. The Landlord will promptly provide us with copies of all proposed modifications or amendments and true and correct copies of the executed modifications and amendments.
7. The Landlord agrees to furnish us with copies of all letters and notices sent to you pertaining to the Lease and the premises, at the same time that these letters and notices are sent t

EXHIBIT D

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

CLASSIFICATION: _____

**(Owner, Shareholder, Officer, Director,
Attorney, Employee, Etc.)**

_____ ("Franchisee") is a franchisee of JUST SALAD FRANCHISE US LLC, ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the "Franchise Agreement"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor which may be communicated to me ("Confidential Information"), and I will not divert any business to competitors of Franchisee and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all elements of the Just Salad System and all food items; other products, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the Just Salad System; Franchisor's Standards (including Supplements to the Standards); all recipes, food specifications, ingredients, serving techniques, sources of supply, presentation elements, serving and takeout procedures; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Franchisor or by Franchisee in the offer and sale of products and/or services at or from Franchisee's franchised Just Salad Business; all pricing paradigms established by Franchisor or by Franchisee; all of Franchisor's and/or Franchisee's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); Franchisor's specifications, and Franchisee's final plans, for the construction, buildout, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of Franchisee's Just Salad

Restaurants; the identify of, and all information relating to, the computer and POS hardware and software utilized by Franchisor and Franchisee; all information pertaining to Franchisor's and/Franchisee's advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by Franchisee's franchised Business; Franchisor's and Franchisee's internet/web protocols, procedures and content; Franchisor's training and other instructional programs and materials; all communications between Franchisor and Franchisee (including the financial and other reports Franchisee is required to submit to Franchisor under the Franchise Agreement); additions to, deletions from and modifications and variations of the components of the Just Salad System and the other systems and methods of operations which Franchisor employs now or in the future; and, all other information, knowledge and know-how which either Franchisor or Franchisor's affiliates, now or in the future, designate as confidential.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other or activity (a "Competitive Business") which derives more than 15% or more of its gross revenues from the sale of any of the food products or related services which now or hereafter are authorized for sale under the Just Salad System (including, without limitation, salads, salad toppings and salad dressings) or component thereof in any manner (whether a restaurant, catering service, wholesale supplier or otherwise); which offers or sells similar or related products or services; which engages in any of the activities which the Franchise Agreement contemplates that Franchisee will engage in; or, which offers or sells any other product, service or component which now or in the future is part of the Just Salad System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Franchisee's Territory, within ten miles of the perimeter of Franchisee's Territory, or within ten miles of the perimeter, or within, the Territory or market area (as applicable) of any other franchised or company-owned Just Salad Restaurants (regardless of how established or operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Franchisee do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the provision would be enforceable under the laws of the Territory, then the provision (and only that provision) will be interpreted and construed under the laws of the Territory. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in law or in equity, will be instituted exclusively in a court of competent jurisdiction in the state, county and judicial district in which Franchisor's principal place of business is then located. I hereby irrevocably submit myself to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. I agree that any dispute as the venue for litigation will be submitted to and resolved exclusively by such aforementioned court.

Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief; or involving possession or disposition of, or other relief relating to, any of the Just Salad Restaurant Locations; Franchisor may bring an action in any state or federal district court which has jurisdiction. I hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of “forum non conveniens”).

Witnessed By:

(Print Name)

(Signature)

Witness/Date

(Date)

EXHIBIT E

SAMPLE BY-LAWS OF _____

REGIONAL ADVERTISING COOPERATIVE

SAMPLE BY-LAWS OF _____

REGIONAL ADVERTISING COOPERATIVE

1. PURPOSES

1.01 Purposes

The purposes of _____ (the "Corporation"), as set forth in its Certificate of Organization, are to provide for and establish cooperative marketing, promotion and advertising programs for the Just Salad Businesses within the _____ Area of Dominant Influence (the "ADI"), as defined by The Arbitron Company; to serve as the official voice of the members; and, to pay the administrative expenses incidental thereto.

2. OFFICES

2.01 Registered Office

The Corporation shall establish and maintain a registered office and a registered agent in the State of New York, as required by law, and shall be qualified to conduct business in the State(s) of _____. The Corporation may also establish and maintain offices elsewhere in furtherance of its not-for-profit activities as the Board of Directors (the "Board") of the Corporation may deem appropriate.

3. SEAL

3.01 Seal

The seal of the Corporation shall be in such form as the Board of Directors shall prescribe.

4. MEMBERSHIP

4.01 Qualifications

The Corporation shall have one class of membership. Any Just Salad franchisee who operates a Just Salad Business located within the ADI under license granted by Just Salad Franchise US LLC ("JSF") for such purpose or representative of any company-owned Just Salad Business shall be eligible for membership in the Corporation, providing that such license granted by is in good standing. "Good standing," for the purpose of the preceding sentence, shall mean that the license granted by JSF to operate a Just Salad Business in the ADI has not been terminated and has not expired.

4.02 Admission of Members

Any person, partnership, corporation or other entity eligible for membership shall become a member immediately upon his or its execution of a membership pledge agreement, the form and terms of which shall be established by the Board.

Each new member shall be bound by, observe, participate in and when applicable, contribute to all programs, campaigns, policies and determinations of the Corporation which, by virtue of prior corporate action, are in effect on the date of membership admission.

4.03 Voting Rights of Members

Each member in good standing shall be entitled to one vote for each Just Salad Business operated by such member in the ADI under license from JSF. Notwithstanding anything to the contrary set forth in these By-Laws, if a Just Salad Business is operated by two or more co-venturers, such co-venturers collectively, and not individually, shall be entitled to exercise the voting rights which may arise by virtue thereof; and, for the purpose of determining voting rights hereunder, no individual co-venturer shall be deemed to so operate any such business.

4.04 Transfer of Membership

Membership in the Corporation shall not be transferable or assignable.

4.05 Member's Sale of Unit

In the event that a member sells or otherwise transfers his or its Just Salad Business and, by virtue thereof, no longer is eligible for membership in the Corporation, such member shall not be liable for any contributions which accrue during the balance of the Corporation's fiscal year from the date that such sale or transfer becomes effective. Upon the purchase of the Just Salad Business, the purchaser shall immediately apply for membership in the Corporation and the purchaser's liability for all such contributions shall commence as of the date of purchase.

4.06 Other Associations

Nothing contained herein shall be construed as restricting any member from membership in any other association of Just Salad licensees or franchisees.

4.07 Suspension; Expulsion

A member may be suspended for a period, or expelled, for cause, such as for a violation of any of the By-Laws or rules of the Corporation or failure promptly to pay when due duly authorized dues and/or assessments of the Corporation (as provided for in Section 12.01 of these By-Laws) or for conduct prejudicial to the best interests of the Corporation. Suspension or expulsion shall require the affirmative vote of two-thirds of the directors present and voting at a meeting of the Board. Except as set forth below, any suspension or expulsion of any member shall be referred by the Board to the membership for a vote on expulsion and any expulsion shall require the affirmative vote equal to or greater than 75% of the votes cast (in person or by proxy) at the membership meeting convened inter alia to consider such actions. No suspension shall be effective unless a statement of the charges shall have been mailed by registered mail to the member proposed to be suspended or expelled at his or her last known address at least fifteen days before the meeting of membership at which final action on the suspension or expulsion is to be taken. Such notice shall state the time and place where the meeting of the membership is to take place, and shall specify the grounds upon which such suspension or expulsion is sought. The member shall be given an opportunity at the meeting to present any information relevant to the question of suspension or expulsion. A member who is suspended or expelled

shall have no recourse or claim against the Corporation or any director, officer, employee, agent or member of the Corporation by reason of such suspension or expulsion and shall remain liable for all contributions due and owing prior to the date on which the membership votes to suspend or expel the member. Notwithstanding anything to the contrary set forth above, if a member no longer has a license in good standing to operate a Just Salad Business in the ADI (as defined by Section 4.01 of these By-Laws), expulsion of such member shall be automatic and shall not require a meeting or vote of the Board or of the membership.

4.08 Reinstatement

A. Any former member may, by written request delivered to and filed with the Secretary of the Corporation, make application to the Board of Directors for reinstatement as a member of the Corporation.

B. The Board of Directors, by a vote of two-thirds of the entire membership of the Board, may reinstate such former member to membership at any time upon such terms as the Board of Directors, in its discretion, deems appropriate, subject to the conditions precedent in sub-section C, below.

C. As conditions precedent to the restoration of membership: (i) the former member must be eligible for membership as provided in Section 4.02 of these By-Laws, and (ii) the Board of Directors may provide for the payment of contributions which accrued during the intervening period between resignation, suspension or expulsion and reinstatement.

5. MEETINGS OF MEMBERS

5.01 Place of Meeting

Meetings of the membership of the Corporation shall be held at such place(s) within the ADI as may be fixed by the Board as the place(s) of meeting for any quarterly, special, or annual meeting.

5.02 Quarterly Meetings

Meetings of the membership of the Corporation shall be held on the third Tuesday of each of the following months; September, December, March and June, at such times and places as shall be designated by the Board. If the scheduled date of any such meeting is a legal holiday, the meeting shall be held on the next succeeding business day not a legal holiday.

5.03 Annual Meeting

The annual meeting of the membership, for the election of directors and the transaction of any other business which may be lawfully brought before the meeting, shall be held at nine o'clock A.M. on the third Tuesday in September of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding business day not a legal holiday, unless the Board shall designate some other hour or date therefor. If for any reason such meeting is not held at the time fixed therefor, such election may be held at a subsequent meeting called for that purpose.

5.04 Special Meetings

Special meetings of the membership may be called by a majority of the Board of Directors or by written demand of not less than one-fourth of the membership of the Corporation entitled to vote at such meeting.

5.05 Notice of Meetings; Waiver of Notice

Written notice of each meeting of the membership of the Corporation shall be given to each member by the Secretary. Each notice of meeting shall be given, personally or by mail, not less than five nor more than thirty days before the meeting, and shall state the time and place of the meeting, and, unless it is the annual meeting or a quarterly meeting, shall state at whose direction the meeting is called and the purpose(s) for which it is called. If mailed, notice shall be considered given when mailed to a member at his or its last known address on the Corporation's records. Notice need not be given to any member who submits a signed waiver of notice before or after the meeting, or who attends the meeting without protesting before the end of the meeting the lack of notice to him or it.

5.06 Organization

At every meeting of the membership, the Chairman of the Board, or in his absence a Vice President, or in the absence of the Chairman and all of the Vice Presidents, a chairman chosen by the members, shall act as chairman; and the Secretary, or in his absence, a person appointed by the chairman, shall act as secretary.

5.07 Quorum

The presence, in person or by written proxy, of members entitled to cast at least a majority of the votes which all members are entitled to cast shall constitute a quorum. A quorum once having been constituted for a meeting, whether monthly, annual, special, shall be deemed to continue until such meeting is adjourned. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting may adjourn the meeting until a quorum is present. At any adjourned meeting at which a quorum is present, any action may be taken which might have been taken at the meeting as originally called.

5.08 Voting

A. All matters voted upon by membership shall be decided by the vote of 75% of the votes cast by those members voting in person or by written proxy, except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws. Any member may request that a roll call vote be taken with respect to the vote on any issue.

B. When electing directors, each member shall be entitled to cast the number of votes as shall equal the number of votes he or it is allocated under Section 4.03 of these By-Laws multiplied by the number of directors to be elected (for which such member's votes are eligible), and each member may cast all such votes for a single director or may distribute them among some or all of the number of directors to be elected, as said member sees fit.

C. The chairman at any meeting of the membership may, in his discretion, appoint one or more persons to act as inspectors or tellers, to receive, canvass and report the votes cast by the membership at such meeting provided, however, that no candidate for the office of director shall be appointed an inspector or teller

at any meeting for the election of directors. The use of written ballots shall not be required for valid action to be taken at any meeting of the members.

D. At any meeting of the members (except those held pursuant to Section 5.05 of these By-Laws), any member may vote by written proxy. All proxies must be submitted to the Secretary of the Corporation, or, in his absence, any person appointed to act as secretary, at or before the meeting for which said proxies are given.

5.09 Participation in Meetings

One or more members may participate in a meeting of the membership by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. The membership may designate one member to act as Sergeant of Arms at any meeting of members, and the individual so designated shall have the right to expel disorderly members and refuse admittance to non-members.

5.10 Action by Members Without Formal Meeting

Any action required to be taken at a meeting of the members of the Corporation (except for the election of Directors), or any other action which may or might be taken at a meeting of members, may be taken without a meeting if a written consent setting forth, with specificity, the action to be taken is signed by members who, in the aggregate, possess 75% percent of total membership votes, as calculated in Section 5.08 above.

5.12 Discussion by Members

At any meeting, no member shall speak longer than five minutes at any one time, except with the approval of a majority vote of the members present.

5.13 Order of Just Salad Business

The order of business at meetings of members shall be as follows:

1. Attendance Record.
2. Proof of Notice of Meeting or Waiver of Notice.
3. Reading of Minutes of Preceding Meeting.
4. Report of Board.
5. Election of Board (where appropriate).
6. Old Just Salad Business.
7. New Just Salad Business.
8. Adjournment.

6. BOARD OF DIRECTORS

6.01 General Powers

The property and affairs of the Corporation shall be managed by the Board of Directors subject, however, to the understanding that all major issues, questions and policy determinations shall, if feasible or

appropriate, first be submitted to and voted upon by members at any quarterly, annual, or special meeting. The powers of the Board shall include, but shall not be limited to:

- (a) appointment of subordinate officers and employees of the Corporation;
- (b) development, with the assistance of such committees as the Board shall deem advisable, of policies and programs designed to promote the purposes for which the Corporation was formed;
- (c) establishment and preparation of budgets, including an annual budget, to be proposed to and voted upon by the membership to effectuate those programs, activities and functions of the Corporation;
- (d) expenditure of up to Ten Thousand Dollars (\$10,000.00), without membership approval, where action to the advantage of the Corporation must be undertaken expeditiously and, in the given circumstances, time is of the essence and procuring membership approval is not feasible; and,
- (e) establishment of the Corporation's office and preparation of its administrative budget.

6.02 Number, Qualification, Election and Term of Directors

The Board shall consist of nine directors, each of whom shall be at least 21 years old. Each such director shall himself be a member, and shall be elected by members. At the initial election of directors, the term of three directors shall be for one year; the term of three directors shall be for two years; and the term of three directors shall be for three years. At each succeeding annual election, the members shall elect one director to succeed to the offices of each director whose term has expired. Subsequent to the initial terms of directors provided for herein, directors shall hold office for a term of three years and until the election of their respective successors.

6.03 Quorum and Manner of Acting

A majority of the entire Board shall constitute a quorum for the transaction of business at any meeting. A quorum once having been constituted for a meeting shall be deemed to continue until such meeting is adjourned. Action by the Board shall be authorized by the affirmative vote of at least two-thirds of the directors present entitled to vote, even if such vote constitutes less than a majority of the votes which all directors would be entitled to cast. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum is present.

6.04 Place of Meetings

Meetings of the Board shall be held within the ADI.

6.05 Annual and Quarterly Meetings

Annual meetings of the Board shall be held either: (a) without notice immediately after the annual meeting of the membership, and at the same place, or (b) as soon as practicable after the annual meeting of the membership, on notice as provided in Section 6.07 of these By-Laws. Quarterly meetings of the Board shall be held without formal notice immediately after the quarterly meeting of members, and at the same place, or at

such times and places as the Board determines by prior written notice. If the day fixed for a regular meeting is a legal holiday, the meeting shall be held on the next succeeding business day not a legal holiday.

6.06 Special Meetings

Special meetings of the Board may be called by the Chairman of the Board or by any two (2) of the directors. Only business related to the purposes set forth in the notice of the meeting may be transacted at such a special meeting.

6.07 Notice of Meetings; Waiver of Notice

Notice of the time and place of each special meeting of the Board, and of each annual or quarterly meeting not held immediately after the respective meetings of the membership and at the same place, shall be given to each director at least 10 days before the meeting or, with regard to special meetings only, by delivering or telephoning or telegraphing notice to him at least two (2) hours before the meeting. Notice need not be given to any director who submits a signed waiver of notice before or after the meeting, or who attends the meeting without protesting before the end of the meeting the lack of notice to him.

6.08 Action Without a Meeting

Unless specifically prohibited by statute, the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board. Such written consent or consents shall be filed with the minutes or proceedings of the Board or committee.

6.09 Telephone Meeting

Any or all of the Directors may participate in a meeting of the Board by means of a telephone conference or any other means of communication by which all persons participating in the meeting are able to hear and speak with each other.

6.10 Resignation and Removal of Directors

Any director may resign at any time. Any or all of the directors may be removed at any time by a vote of two-thirds of all of the members of that director's geographic region; provided, however, in the event that the membership of a director has been terminated, has expired or does not otherwise subsist, such director shall, for all purposes be deemed removed from the Board effective simultaneously with the effective date of expulsion or suspension of such director's membership.

6.11 Vacancies

Any vacancy in the Board, including one created by an increase in the number of directors, may be filled for the unexpired term by a majority vote of the members present and voting at a meeting of members.

6.12 Annual Report of Directors

The Board of Directors shall present at each annual meeting of members its report, which shall set forth the statements and shall be verified or certified in the manner prescribed by Section 519 of the Not-for-Profit-Corporation Law of the State of New York. Such report shall be filed with the records of the corporation and either a copy or an abstract of such annual report shall be distributed or available for distribution at each annual meeting of members.

7. COMMITTEES

7.01 Committees

The Board, by resolution adopted by a majority of the entire Board, may designate such committees composed of directors, members who are not directors, or a combination of both, to serve at the Board's pleasure, with such powers and duties and for such purposes as the Board determines.

8. OFFICERS

8.01 Number

The officers of the Corporation shall be the President, one or more Vice Presidents, a Secretary, and a Treasurer. Not more than one (1) office may be held by the same person or entity. A director may serve as an officer of the Corporation.

8.02 Appointment; Term of Office

The officers of the Corporation shall be appointed annually by the Board and shall hold office for one (1) year and until the next annual meeting of the membership and the appointment and qualification of his or her successor. Immediately after election of the Board, the directors shall appoint a Chairman of the Board, who shall thereafter be appointed by the Board to serve as President of the Corporation throughout his or her term. Immediately thereafter all other officers shall also be appointed by the Board of Directors.

8.03 Resignation and Removal of Officers

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any officer appointed by the Board may be removed either with or without cause by a vote of two-thirds of the members of the Board present and voting at any meeting of the Board.

8.04 Vacancies

A vacancy in any office may be filled for the unexpired term in the manner prescribed in these By-Laws for appointment to that office.

8.05 The President

The president, who shall be a director, shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board and of the membership. Subject to the control of the Board, he shall have general supervision over the business of the Corporation and shall have such other powers and duties as presidents of corporations usually have or as the Board assigns to him.

8.06 Vice President

Each Vice President shall have such powers and duties as the Board or the President assigns to him.

8.07 The Treasurer

The Treasurer shall be the chief financial officer of the Corporation and shall be in charge of the Corporation's books and accounts. Subject to the control of the Board, he shall have such other powers and duties as the Board or the President assigns to him or her.

8.08 The Secretary

The Secretary shall be the secretary of, and keep the minutes of, all meetings of the Board and of the members; shall be responsible for giving notice of all meetings of the membership and of the Board; and, shall keep the Corporation's seal and, when authorized by the Board, shall apply it to any instrument requiring it. Subject to the control of the Board, he or she shall have such other powers and duties as the Board or the President assigns to him or her. The Board may, in its discretion, appoint an Assistant Secretary who shall possess and discharge such powers and duties as the Board may prescribe. In the absence of the Secretary from any meeting, the minutes shall be kept by the person appointed for that purpose by the chairman of the Board.

9. CORPORATE FUNDS

9.01 General Use of Funds

Funds in any Regional Advertising cooperative shall be expended for any and all or a combination of the following purposes: (i) development of advertising ideas and concepts; (ii) development of market research and merchandising programs; (iii) preparation of advertising campaigns; (iv) development of promotional ideas and strategies; (v) preparation of collateral creative materials; (vi) preparation of advertisements (including writing, filming, editing, etc.); (vii) planning, negotiation, contracting and trafficking all media programs; (viii) technical and professional advice in connection with the above; (ix) other public relations; and, (x) administration of the Cooperative, including legal and accounting services.

It shall be required that all, or as great a percentage as practicable, of the funds received in any given fiscal year by the Corporation from its members be expended for the above purposes during that fiscal year.

9.02 Contracts

The Board of Directors, after having first secured the approval of the membership (when feasible and appropriate) may, from time to time, authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, and singly or jointly or in any other manner, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

9.03 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

9.04 Deposits

All funds of the Corporation shall be promptly deposited, from time to time, to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

9.05 Gifts

The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

10. MEMBERSHIP CERTIFICATES

10.01 Membership Certificates

The Board may provide for the issuance of membership certificates evidencing status as a member in the Corporation, which certificates shall be in such form as determined by the Board; shall be non-transferable; and, shall bear on the face thereof, a conspicuous notation that the Corporation is a not-for-profit corporation and that the membership certificate is nontransferable. Such certificates shall be signed by the President or a Vice-President and by the Secretary or any Assistant Secretary and shall be sealed with the seal of the Corporation. The name, address and location of the Just Salad Business of each member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor, upon such terms and conditions as the Board may determine.

11. BOOKS AND RECORDS

11.01 Books and Records

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its membership, its Board of Directors and any committees having any of the authority of the board, and shall also keep a record bearing the names and addresses of Corporation members. All books and records of the Corporation shall be kept at the registered office or principal office of the Corporation and shall not be removed from such place except as necessary for purposes of auditing such books and records. All books and records of the Corporation may be inspected by any member or anyone authorized by law or contract for any proper purpose at any reasonable time, upon the giving of prior written notice to the President, Treasurer or Secretary or such other officer or person as the Board may determine.

11.02 Audits

Immediately following the close of each fiscal year, the Corporation shall authorize an audit of its books and records to be made either by an Audit Committee or by an outside auditor chosen by the Board; provided, however, that no officer or director of the Corporation, acting as such during the audited period,

shall be chosen as a member of the Audit Committee. Such reports of audits shall be presented to the Board as soon as practicable, which will, in turn, present such reports to the members of the Corporation at the next regular meeting, or at a special meeting if deemed necessary by the Board.

12. PAYMENTS BY MEMBERS

12.01 Amount and Payment of Dues and Assessments

Each member shall pay to the Corporation annual dues of One Hundred (\$100) Dollars per Just Salad Business operated by such member, payable simultaneously with delivery of such member's membership pledge agreement; provided, however, the amount of the annual dues shall be subject to modification by the Board from time-to-time as the Board, in its sole discretion, deems appropriate. In addition, each member shall be required to pay a monthly assessment which shall be computed based on a percentage of the prior month's "Gross Revenues," as such term is defined in the Franchise Agreement. Such percentage shall be not less than one (1%) percent and shall not exceed two (2%) percent unless authorized by a vote of at least seventy-five (75%) percent of the members. Unless otherwise prescribed by the Board, all monthly assessments shall be due and payable the fifteenth (15th) day of each month for the preceding month.

12.02 Fines and Penalties

The Board shall have the power to impose such fines and/or penalties upon any member, as the Board, in its sole discretion, deems appropriate as a result of a member's violation of any of the By-Laws or rules of the Corporation or failure promptly to pay when due duly authorized dues and/or special assessments of the Corporation, or for conduct prejudicial to the Corporation. Any such fines and/or penalties shall be due and payable on such terms as are fixed by the Board.

12.03 Default and Termination of Membership

When any member shall be in default in the payment of any fees, dues, assessments, fines or penalties for a period of sixty (60) days from the beginning of the period for which such amounts become payable, his or its membership may thereupon be terminated in the manner provided in Section 4.07 of these By-Laws. In addition, such default may result in termination of the member's rights under his/its Franchise Agreement.

12.04 Payments Non Refundable

Except upon the affirmative vote of seventy-five (75%) percent of the members present and voting (in person or by proxy) at any meeting of members, no member shall be entitled to a refund of any part of the dues, assessments, fines and/or penalties paid by such member to the Corporation.

13. INDEMNIFICATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

13.01 Right to Indemnification

The Corporation shall indemnify any person who is or was a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, or member of a committee of the Corporation as follows:

- A. If the action, suit or proceeding is not by or in the right of the Corporation:
 - (1) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith to the extent that he has been successful on the merits or otherwise in defense of such action, suit or proceeding, or of any claim, issue or matter therein, and
 - (2) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- B. If the action, suit or proceeding is by or in the right of the Corporation:
 - (1) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith to the extent that he has been successful on the merits or otherwise in defense of such action, suit or proceeding, of any claim, issue or matter therein, and
 - (2) against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement thereof if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have adjudged to be liable to the Corporation for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court of record of the county in which the registered office of the Corporation is located or the court in which such action, suit, or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.

13.02 Procedure to be Followed

Any indemnification under paragraph (a)(2) or (b)(2) of Section 13.01 above (unless ordered by a court or made pursuant to a determination by a court as hereinafter provided) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member or any other person who qualifies for indemnification under this Article 13 is proper under the circumstances because he has satisfied the requirements for indemnification as set forth in paragraphs A.(2) or B.(2) of Section 13.01 of these By-Laws, as the case may be. This determination shall be made (a) by independent legal counsel not in the employ of the Corporation in a written opinion, or (b) by the membership. In the absence of a determination that indemnification is proper as aforesaid, the director, officer, committee member, or other qualifying person may make application to a court of the county in which the registered office of the Corporation is located or the court in which the action, suit or proceeding was brought, which shall determine whether the trustee, officer, committee member or other qualifying person has met the applicable requirements for indemnification. If the court shall determine that indemnification is proper, indemnification shall be made under such paragraphs A.(2) or B.(2) of Section 13.01 of these By-Laws, as the case may be.

13.03 Payment of Expenses in Advance

Expenses incurred in defending an action, suit or proceeding referred to in Section 13.01 of these By-Laws may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the membership or by a court, in the manner provided in Section 13.02 of these By-Laws, upon receipt of an undertaking by or on behalf of the director, officer, committee member or other qualifying person (regardless of his financial responsibility) to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article 13.

13.04 Other Rights

The indemnification provided by these By-Laws shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any agreement, vote of members, or otherwise both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs, executors and administrators of such a person.

13.05 Insurance

The Corporation shall have the power to purchase and maintain on behalf of any person who is or was a director, officer, committee member, employee or agent of the Corporation insurance against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these By-Laws.

14. NOTICE

14.01 Notice

Any notice required to be given to any member, director, or officer under the provisions of these By-Laws, or otherwise, shall be in writing and shall (subject to the provisions of law, these By-Laws, and the Certificate of Incorporation of the Corporation) be deemed to be sufficiently given if such notice is delivered to such member, director or officer in person (and receipted on a copy of such notice) or mailed, faxed or telegraphed to such member, director or officer at his or its address, as the same appears on the books of the Corporation.

14.02 Waiver of Notice

Any notice required to be given under the provisions of these By-Laws, or otherwise, may (subject to the provisions of law and the Certificate of Incorporation of this Corporation), be waived by the member, director, or officer to whom such notice is required to be given.

15. AMENDMENT OF BY-LAWS

15.01 Amendment

Any or all of the provisions of these By-Laws, whether contractual in nature or merely regulatory of the internal affairs of the Corporation, may be amended or repealed by vote of the members entitled to cast at least seventy-five (75%) percent of the votes which all members are entitled to cast thereon, at any regular or special meeting duly convened after notice of such purpose to the members.

EXHIBIT F

**GUARANTEE OF
JUST SALAD FRANCHISE US LLC FRANCHISE AGREEMENT**

**GUARANTEE OF
JUST SALAD FRANCHISE US LLC FRANCHISE AGREEMENT**

In consideration of the execution by Franchisor of the Franchise Agreement (the "Franchise Agreement") dated the _____ day of _____, 20__, between Just Salad Franchise US LLC ("Franchisor") and _____ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one person has executed this Guarantee, the term "the undersigned," as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor's costs of collection hereunder, including all court costs and expenses, attorneys' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other

agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New York, and if the business franchised under the Franchise Agreement is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in a court of competent jurisdiction in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by such aforementioned court. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

EXHIBIT G

GENERAL RELEASE – REFUND UPON TERMINATION

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____][an individual domiciled in the State of _____] as RELEASOR, in consideration of the partial refund to RELEASOR by JUST SALAD FRANCHISE US LLC of the Initial Franchise Fee previously paid by RELEASOR in connection with the termination of the franchise between RELEASOR and JUST SALAD FRANCHISE US LLC (the "Franchise Agreement"), and other good and valuable consideration, hereby releases and discharges JUST SALAD FRANCHISE US LLC as RELEASEE; RELEASEE'S corporate parents, subsidiaries or affiliates; and, the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing (in their corporate and individual capacities), along with RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE arising out of or related to the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) *has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on _____, _____.*

RELEASOR

[SEAL]

By _____

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____, _____ before me _____, personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____, the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

(NOTARIAL SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____, _____ before me _____, personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____, the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

(NOTARIAL SEAL)

EXHIBIT H

GENERAL RELEASE – RENEWAL

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____][an individual domiciled in the State of _____] as RELEASOR, in consideration of the execution by JUST SALAD FRANCHISE US LLC of a Renewal Agreement renewing the franchise between RELEASOR and JUST SALAD FRANCHISE US LLC (the "Franchise Agreement"), and other good and valuable consideration, hereby releases and discharges JUST SALAD FRANCHISE US LLC as RELEASEE; RELEASEE'S corporate parents, subsidiaries or affiliates; and, the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing (in their corporate and individual capacities), along with RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE arising out of or related to the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;; provided, however, that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) *has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on _____, _____.*

RELEASOR

[SEAL]

By _____

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____, _____ before me _____, personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____, the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

(NOTARIAL SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____, _____ before me _____, personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____, the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

(NOTARIAL SEAL)

EXHIBIT I

GENERAL RELEASE – ASSIGNMENT

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____][an individual domiciled in the State of _____] as RELEASOR, in consideration of the consent of JUST SALAD FRANCHISE US LLC to the Assignment of the Franchise Agreement between RELEASOR and JUST SALAD FRANCHISE US LLC (the "Franchise Agreement") to _____, and other good and valuable consideration, hereby releases and discharges JUST SALAD FRANCHISE US LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; ; provided, however, that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) *has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on _____, _____.*

[SEAL]

RELEASOR

By _____

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____, _____ before me _____, personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____, the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires:_____

(NOTARIAL SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____, _____ before me _____, personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____, the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires:_____

(NOTARIAL SEAL)

EXHIBIT J

ADDENDUM TO FRANCHISE AGREEMENT (SBA)

4895-4636-0082, v. 2



ADDENDUM TO FRANCHISE

¹ AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into on _____, 20____, by and between _____ (“Franchisor”), located at _____, and _____ (“Franchisee”), located at _____.

Franchisor _____ and Franchisee _____ entered into a Franchise _____ Agreement on _____, 20____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee _____ is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise _____ Agreement or any other document Franchisor _____ requires Franchisee _____ to sign:

CHANGE OF OWNERSHIP

- If Franchisee _____ is proposing to transfer a partial interest in Franchisee _____ and Franchisor _____ has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor _____ may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee _____. If the Franchisor _____’s consent is required for any transfer (full or partial), Franchisor _____ will not unreasonably withhold such consent. In the event of an approved transfer of the (Enter type of) _____ interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee _____.

FORCED SALE OF ASSETS

- If Franchisor _____ has the option to purchase the business personal assets upon default or termination of the Franchise _____ Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee _____ owns the real estate where the franchisee _____ location is operating, Franchisee _____ will not be required to sell the real estate upon default or termination, but Franchisee _____ may be required to lease the real estate for the remainder of the (enter type of) _____ term (excluding additional renewals) for fair market value.

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the (type of agreement) system must meet all SBA eligibility requirements.

EXHIBIT B

AREA DEVELOPMENT AGREEMENT AND RELATED MATERIALS

EXHIBITS TO AREA DEVELOPMENT AGREEMENT:

EXHIBIT A	FRANCHISE TERRITORIES
EXHIBIT B	DEVELOPMENT TERRITORY
EXHIBIT C	FIRST UNIT FRANCHISE AGREEMENT YOU AND WE WILL SIGN
EXHIBIT D	CONFIDENTIALITY/NON-COMPETITION AGREEMENT
EXHIBIT E	GUARANTEE

JUST SALAD FRANCHISE US LLC
AREA DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
2.	GRANT OF AREA DEVELOPMENT RIGHTS	1
3.	TERRITORY	1
4.	TERM	3
5.	AREA DEVELOPMENT FEE.....	4
6.	DEVELOPMENT SCHEDULE	4
7.	EXECUTION OF FRANCHISE AGREEMENTS	5
8.	OUR DUTIES	6
9.	YOUR DUTIES.....	6
10.	CONFIDENTIAL INFORMATION	9
11.	COVENANTS NOT TO COMPETE.....	10
12.	ASSIGNMENT.....	11
13.	PROPRIETARY MARKS	13
14.	RELATIONSHIP OF THE PARTIES	13
15.	DEFAULT AND TERMINATION	14
16.	OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION.....	15
17.	UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE).....	16
18.	ADDITIONAL PROVISIONS	16
19.	SUBMISSION OF AGREEMENT	21

EXHIBITS

A	FRANCHISE TERRITORIES
B	DEVELOPMENT TERRITORY
C	FIRST UNIT FRANCHISE AGREEMENT YOU AND WE WILL SIGN
D	CONFIDENTIALITY/NON-COMPETITION AGREEMENT
E	GUARANTEE

JUST SALAD FRANCHISE US LLC
AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between JUST SALAD FRANCHISE US LLC, a Delaware limited liability company with its principal office at 711 3rd Ave, Floor 2, New York, New York 10017 ("we," "us," "our" or "Franchisor") and _____, whose principal address is _____ ("you", "your" or "Area Franchisee").

1. INTRODUCTION

1.01 The Just Salad Businesses, Restaurants, System and Proprietary Marks

We and/or our affiliates have developed a proprietary system (the "Just Salad System" or the "System") for opening and operating businesses (each a "Just Salad Business"), that operate restaurants (each, a "Restaurant"), specializing in the sale of salads, wraps, bowls, soups, smoothies, (and related products and services), where customers can select from a wide variety of salad toppings and dressings for their salads or purchase from among a wide selection of salads designed by Just Salad's chef. The System makes use of the trademark, service mark and fictitious business name "Just Salad", translations of it in any language and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and other intellectual property (collectively, the "Proprietary Marks").

1.02 The Area Franchise

You wish to obtain the right to acquire and operate Just Salad franchises in those geographical territories (the "Development Territory") defined below and set forth in Exhibit A to this Agreement and pursuant to a development schedule (the "Development Schedule") defined and set forth in Section 6.01 of this Agreement. We wish to grant you the right to acquire and operate Just Salad franchises in the Development Territory and pursuant to the Development Schedule upon the terms and subject to the conditions set forth in this Agreement.

2. GRANT OF AREA DEVELOPMENT RIGHTS

2.01 Area Development Rights

We grant you, and you accept, the right to and obligation to acquire and operate franchised Just Salad Businesses in the Development Territory and pursuant to the Development Schedule upon the terms and subject to the provisions of this Agreement and the terms of each Unit Franchise Agreement (referred to individually as a "Franchise Agreement" and collectively as the "Franchise Agreements") entered into between you and us, and all agreements related to the Franchise Agreements

3. TERRITORY

3.01 Territorial Grant

You undertake to own and operate the franchised Just Salad Businesses listed in Section 6.01 of this Agreement within the Development Territory set forth by map or written description in Exhibit A of this Agreement. The Development Territory embraces the Franchise Territories (as defined below). Each "Franchise Territory" is the restricted geographic area within which you agree to establish and operate a Just Salad Business pursuant to the Franchise Agreements which this Agreement contemplates will be entered into between you and us. The Franchise Territories are set forth in Exhibit A to this Agreement.

3.02 Our Restrictions

Within the Development Territory, we, our affiliates, subsidiaries and designees (together, our "affiliates") will not operate a Company-owned business of the type contemplated by this Agreement and franchised under the Franchise Agreements, grant a franchise for the operation of a similar or competitive business or enter into any other agreement granting rights to own, develop, or operate Just Salad Businesses, all so long as you are not in default under this Agreement and all other related agreements, and except as provided in Section 3.03 ("Rights We Reserve"). These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

3.03 Rights We Reserve

You acknowledge that we and our affiliates may have, and may later acquire or develop, rights and property that are not granted to you or may not be designated as part of the Just Salad System. You further acknowledge that this Agreement does not create any form of franchise or license with respect to those rights, all of which remain our property. We reserve those rights and all rights not expressly granted in this Agreement. These rights will not be qualified or diminished in any way by implication.

We thus may engage in, or authorize others to engage in, any form of business offering and selling any type of product or service except as restricted by Section 3.02 above. By way of example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location whatsoever, including within your Development Territory, so long as such other business does not sell under the Proprietary Marks the type of products or services which your franchised Just Salad Businesses offer and sell (except as permitted below). Further, we and/or our affiliates may own, operate or authorize others to own or operate Just Salad Restaurants at any location outside of your Development Territory (including immediately proximate thereto).

In addition, you understand and agree that we and/or our affiliates alone have the right to offer and sell within and outside your Development Territory, and under the Proprietary Marks, any and all products or services and/or components or ingredients thereof (including those used or sold by your franchised Just Salad Restaurant), and whether or not a part of the Just Salad System, through any method of distribution other than a Just Salad Restaurant situated within your Development Territory including, without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); supermarkets, grocery stores or convenience stores; or, any other channel of distribution whatsoever except for a Just Salad Restaurant.

You also understand and agree that we and/or our affiliates have the right to offer and sell (directly, or through other franchisees or licensees) Just Salad System products and services at any and all nontraditional locations, including nontraditional locations situated in your Development Territory, through the establishment of Just Salad Restaurants, kiosks, mobile units, concessions or "shop in shops", and that, by contrast, you are precluded in engaging in such activity. "Nontraditional locations" includes: food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospital and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; sports arenas and venues; theatres; resorts; food service fulfillment centers; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation; and, any other location or venue to which access to the general public is restricted.

You further agree that, both within and outside the Development Territory, we and/or our affiliates alone have the right to sell Just Salad System products and services to national, regional and institutional

accounts. "National, regional and institutional accounts" are organizational or institutional customers whose presence is not confined to the Franchise Territory of one of your Businesses developed or to be developed hereunder, including (by way of example only): business entities with offices or branches situated both inside and outside of a Franchise Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to a Franchise Territory of yours. Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities within a Franchise Territory of yours). If we receive orders for any Just Salad products or services calling for delivery or performance in a Franchise Territory in which you have an open and operating Just Salad Restaurant Business as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Just Salad franchisee may serve the customer within your Franchise Territory, and you will not be entitled to any compensation. If we receive orders for any Just Salad products or services calling for delivery or performance in a Franchise Territory in which you do not yet have an open and operating Just Salad Restaurant Business (or in any part of the Development Territory which is not a Franchise Territory under this Agreement) as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we, our affiliate or any other Just Salad franchisee may serve the customer within your Franchise Territory, and you will not be entitled to any compensation in connection therewith, until such time as you may open a Business in the Franchise Territory, when again we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. The procedures governing our National, Regional and Institutional Accounts program will be set forth in our Standards.

You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than, while this Agreement is in effect, the Proprietary Marks regardless of the location of these businesses and/or facilities, which may be within the Development Territory or immediately proximate thereto.

You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

4. TERM

4.01 Term

The term ("Term") of this Agreement will be for a period beginning on the date we sign this Agreement and extending until the earlier of either the actual or scheduled Date of Execution of the last Franchise Agreement executed pursuant to this Agreement and specified in Section 6.01 of this Agreement, unless sooner terminated in accordance with the provisions of this Agreement.

4.02 Notice of Expiration

If applicable law requires us to give notice of expiration to you at a specified time before the expiration of the Term of this Agreement, and we have not done so, then the term of this Agreement will be extended on a month-to-month basis until we have given you the required notice of expiration and the required period before the expiration of the Agreement becomes effective has expired.

5. AREA DEVELOPMENT FEE

5.01 Area Development Fee

On the Effective Date, you shall pay us the Area Development Fee for each Franchised Business you will develop other than your first Franchised Business using the calculation set forth in this Section 5.01 by a wire transfer of immediately available funds to a bank account designated by us. The Area Development Fee is calculated by adding the Initial Franchise Fee for the first Franchised Business (\$30,000.00) ("Initial Franchise Fee") to the multiple of the aggregate number of Franchised Businesses which you are required to establish after the first Franchised Business pursuant to Section 6.01 of this Agreement by the sum of \$15,000 (the "Area Development Fee"). By way of example but not limitation, if you are establishing and operating three (3) Franchised Businesses, the Area Development Fee will be \$60,000.00 (\$30,000 for the first, \$15,000 times two or \$30,000 for the next two). The Area Development Fee is fully earned by us when paid and is non-refundable, in whole or in part, under any circumstances.

5.02 Initial Franchise Fees

You shall pay us an Initial Franchise Fee for each Franchised Business to be operated under this Agreement. You shall sign the Franchise Agreement for the first Franchised Business and pay us an Initial Franchise Fee by a wire transfer of immediately available funds to a bank account designated by us when you sign this Agreement. The Initial Franchise Fee for each additional Franchised Business to be operated under this Agreement shall be payable by a wire transfer of immediately available funds to a bank account designated by us when you sign the Franchise Agreement for each Franchised Business. The Area Development Fee will be applied against the Initial Franchise Fee for each Franchised Business, other than the first Franchised Business, which would otherwise be payable (not to exceed a credit of \$15,000 for any single Franchised Business). The Initial Franchise Fees are fully earned by us when paid and are non-refundable, in whole or in part; however, if this Agreement is terminated by us because you or your general manager fail to successfully complete our Initial Training program or because you and we cannot agree upon a restaurant location within six (6) months after we sign the Franchise Agreement, we will refund a portion of the Initial Franchise Fee and in exchange for a general release from you in favor of us.

6. DEVELOPMENT SCHEDULE

6.01 Development Schedule

For so long as this Agreement is in effect and you are not in default under the terms of this Agreement or any Franchise Agreement, you will have the right and obligation to execute Franchise Agreements for and commence operations of Just Salad Businesses pursuant to the development schedule below (the "Development Schedule"). The Development Schedule sets forth the date on which you must execute the Franchise Agreement for each Business (the "Date of Execution") and the date no later than which you must commence operations of each Business under each Franchise Agreement (the "Commencement of Operations Date").

Business Number	Date of Execution of Franchise Agreement	Commencement of Operations Date
1		

Business Number	Date of Execution of Franchise Agreement	Commencement of Operations Date
2		
3		
4		
5		
6		
7		
8		
9		
10		

You may not develop or commence operations of more than the number of Businesses set forth above without first obtaining our written consent.

A Just Salad Business will be considered “developed” if: (a) the Franchise Agreement for the Business has been signed by you and us, and (b) the Just Salad Business has commenced operations in accordance with the Franchise Agreement governing the Business.

6.02 Failure to Fulfill Development Obligations

Except as provided in Section 17.01 below (“Unavoidable Delay or Failure to Perform [Force Majeure]”), if you fail to adhere to the Development Schedule in Section 6.01 by either: (1) failing to execute the Franchise Agreement for each franchised Business on or before the Date of Execution specified above, or (2) failing to commence operations of each franchised Business on or before the applicable Commencement of Operations Date specified above, then this will constitute a material breach of this Agreement, which, unless you cure it as provided in Section 15 of this Agreement, will result in this Agreement being terminated immediately.

Termination of this Agreement for this reason will not be a termination (constructive or otherwise) of any Unit Franchise Agreement(s) entered into by you and us under which you have already commenced the operation of the franchised Just Salad Businesses covered by the Unit Franchise Agreement(s) if you have fully performed and otherwise been in compliance with all of your obligations under the Unit Franchise Agreement(s) in question. The undeveloped balance of your Development Territory will revert to us, and we may operate or franchise Just Salad Businesses within the undeveloped balance of the Development Territory without in any way being in violation of this Agreement. This remedy of ours will be in addition to whatever other remedies we may have at law or in equity.

6.03 Time is of the Essence

Subject to the provision of Section 17.01 below (“Unavoidable Delay or Failure to Perform [Force Majeure]”), your timely performance of your obligations under Article 6 of this Agreement is of material importance and is of the essence to this Agreement.

7. EXECUTION OF FRANCHISE AGREEMENTS

7.01 Execution of Franchise Agreements

You and we will execute a Franchise Agreement for each Business provided for in the Development Schedule. Each Franchise Agreement will be in the form of our then-current Franchise Agreement, modified as follows: (a) you need not pay any Initial Franchise Fee (as defined in the Franchise Agreement), and (b) the

Continuing Royalty (as defined in the Franchise Agreement), System Advertising Contribution (as defined in the Franchise Agreement), and local advertising requirements imposed on you by the Franchise Agreement will not be greater than those set forth in the first Franchise Agreement that you will sign (a copy of which is attached to this Agreement as Exhibit C). Each Franchise Agreement will be executed according to the following procedure:

(1) Not less than sixty days before the scheduled Date of Execution of the Franchise Agreement for the franchise to be conveyed, we will deliver to you Franchisee a copy of our then-current applicable Just Salad Franchise Disclosure Document, including our then-current applicable Just Salad Unit Franchise Agreement (collectively, the "Disclosure Document").

(2) Promptly upon receipt of the Disclosure Document, you must acknowledge receipt by executing the Receipt form prescribed in the Disclosure Document and promptly returning the Receipt to us.

(3) No sooner than ten business days but no later than twenty business days after you receive our Disclosure Document, you must, by written notice, notify us as to whether or not you elect to execute our then-current form of Franchise Agreement (modified as provided above) for the Business.

(4) Promptly upon our receipt of your notice that you elect to execute our then-current form of Franchise Agreement (modified as provided above), we will deliver to you three execution copies of the Franchise Agreement. Promptly upon receipt of these execution copies, you must execute the three copies and return them to us.

If you fail to perform any of the acts or fail to deliver any of the notices required pursuant to the provisions of subsections (1), (2), (3) or (4) above in a timely fashion, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately on notice to you, with no opportunity to cure.

8. OUR DUTIES

8.01 Duties of Franchisor

So long as you are not in default of this Agreement or the Franchise Agreements, we will grant you the right and obligation to acquire and operate Just Salad franchises in the Development Territory and pursuant to the Development Schedule, upon the terms and subject to the provisions of this Agreement and the terms of each Franchise Agreement entered into between you and us and of all documents related to this Agreement and the Franchise Agreement, and to use solely and in connection with these Franchise Agreements the Just Salad System as it may be changed, improved, modified or further developed from time to time, in the Development Territory as defined in this Agreement and upon the terms and subject to the provisions of this Agreement and the terms of all documents related to this Agreement and the Franchise Agreements.

Pursuant to the Franchise Agreements and under their terms, we will offer and perform the training, instruction, assistance and other activities for which the Franchise Agreements provide.

9. YOUR DUTIES

9.01 Payments to Us

In addition to all other payments under this Agreement, you agree to pay us (or our affiliates) immediately upon demand:

All sales taxes, trademark license taxes and any other taxes, imposed on, required to be collected, or paid by us or our affiliates (excluding any corporate income taxes imposed on us or our affiliates) because we or our affiliates have furnished services or products to you or collected any fee from you.

All amounts we advanced, or which we have paid, or for which we have become obligated to pay, on your behalf for any reason.

All amounts due to us (or our affiliates) any other reason.

All payments due to us from you under this Agreement must be paid by check transmitted to our headquarters address, except that we reserve the right to require deposit of payments elsewhere and/or payment by wire transfer or other form of electronic funds transfer.

9.02 Compliance with Franchise Agreement and Laws, Rules and Regulations

You agree to abide by and faithfully adhere to the terms of each Franchise Agreement signed pursuant to this Agreement. You further agree to develop and operate the franchised Just Salad Businesses in strict compliance with all applicable laws, rules and regulations of all governmental authorities; to comply with all applicable wage, hour and other laws and regulations of the federal, state and local governments; to prepare and file all necessary tax returns; to pay all taxes imposed upon you related to the Businesses; and, to obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of you.

9.03 Indemnification

You hereby agree that you will, at your sole cost, at all times defend us, our affiliates, and the corporate affiliates, subsidiaries, successors, assigns and designees of each, and the respective directors, officers, employees, agents, attorneys, shareholders, designees, contractors and representatives of each (we and all others referenced above, the "Indemnitees"), and indemnify and hold harmless us and the other Indemnitees to the fullest extent permitted by law, from all claims, loss, liability and costs (including court costs, attorneys' fees and experts' fees) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether reduced to judgment) or any settlement which actually or allegedly, directly or indirectly arises out of, is based, upon, is a result of or is related to any of the following:

1. Claims of any type or nature advanced by or against you or any of your officers, directors, shareholders, partners, proprietors, management, agents, employees, affiliates representatives and contractors (or any third party acting on your behalf or at your direction) by a third party (or, as applicable, against a third party) or between or among themselves;
2. Your alleged or actual infringement or violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties;
3. Your alleged or actual violation or breach of any contract, federal, state, local, foreign or other law, rule or regulation;
4. Libel, slander or any other form of defamation by you;
5. Your alleged or actual violation or breach of any warranty, representation, agreement or obligation set forth in this Agreement;
6. Any acts, errors, neglects or omissions by you and/or your officers, directors, shareholders, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives (or any third party acting on your behalf or at your direction);

7. Any damage to the property of you, us, any of our affiliates, or their, our or your officers, directors, management, agents, employees and contractors.

You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnatee within three days of your actual or constructive knowledge of it. At your expense and risk, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and to hold us and them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to do so. Under no circumstances will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you. The indemnification obligations of this Section 9.03 will survive the expiration or sooner termination of this Agreement.

9.04 Business Entity Franchisee Requirements

If you are a business entity, you must comply with the following requirements (which will also apply to any business entity assignee of yours):

1. Furnish us with your articles of incorporation, bylaws, partnership, agreement, limited partnership agreement, limited liability company agreement and other governing documents; list of officers, directors, shareholders, partners (limited and general), proprietors or members (including type, number and percentage of interests held); the Confidentiality/Non-Competition Agreements required under Section 11.01; and any other documents we may reasonably request, and any amendments to them.

2. Confine your activities to the operation of your franchised Business, and your governing documents must provide that your activities are confined exclusively to the operation of your franchised Business.

3. Maintain stop transfer instructions against the transfer on the records of any of your equity securities, and not issue or have outstanding any securities on the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this security is subject to the terms and conditions of a Franchise Agreement with Just Salad Franchise US LLC, dated _____. Reference is made to the provisions of this Franchise Agreement and to the governing documents of this issuer. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of Just Salad Franchise US LLC."

4. Maintain a current list of all owners of record and all beneficial owners of any class of your capital stock, general or limited partnership interests, membership interests or similar interests, and furnish this list to us on request.

5. Ensure that your organizational documents expressly restrict the assignment (as

defined in Section 12.02) of any direct or indirect ownership interest in you, including your equity interests, and provide that such documents may not be modified without our prior written consent.

9.05 Best Efforts; Cooperation with Us

You agree to act in good faith and use your best efforts to comply with your obligations under this Agreement, and to cooperate with us in accomplishing the purposes of this Agreement.

9.06 Your Participation in Operations

You agree to devote your full time and efforts to the performance of your duties under this Agreement, and a failure to do so will constitute a material breach of this Agreement, which, unless cured as provided in Section 15 of this Agreement, will result in this Agreement being terminated in accordance therewith.

9.07 Terrorism

You represent and warrant to us that, as of the date of this Agreement and at all times during the Term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a "Specially Designated National or Blocked Person" has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business. You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

10. CONFIDENTIAL INFORMATION

10.01 Restriction on Use of Confidential Information

You agree that you will not, during the Term of this Agreement or thereafter, divulge to or use for the benefit of any other person(s), partnership, proprietorship, association, corporation or entity, any confidential information, knowledge or know-how concerning your or our systems of operation, programs, services, products, customers or practices and/or pertaining to the Just Salad System which may be communicated to you. Any and all information, knowledge, know-how, techniques and information which we, our affiliates, or their respective officers, designate as confidential will be deemed confidential for the purposes of this Agreement, except information which you can demonstrate came to your attention before our disclosure or which, at or after the time of our disclosure to you, has become a part of the public domain through publication

or communication by others.

11. COVENANTS NOT TO COMPETE

11.01 Covenants Not to Compete

You agree that during the Term of this Agreement, and for two years immediately following the expiration or termination of this Agreement for any reason within the geographical area described below, you will not directly or indirectly engage in any other business which derives more than 15% or more of its gross revenues from the sale of any of the food products or related services which now or hereafter are authorized for sale under the Just Salad System (including, without limitation, salads, salad toppings and salad dressings) or component thereof in any manner (whether a restaurant, catering service, wholesale supplier or otherwise); which offers or sells related products or services; which engages in any of the activities which this Agreement contemplates that you will engage in; or, which offers or sells any other product, service, or component which now or in the future is part of the Just Salad System, or any confusingly similar service or product (a "Competitive Business").

During the Term of this Agreement, you are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant. In addition, you agree not to divert any business that should be handled by your franchised business to any other person or entity.

For two years immediately following the expiration or termination of this Agreement for any reason, you are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant, if the other business is located within your Development Territory, within ten miles of the perimeter of your Development Territory, or within ten miles of the perimeter of (or within) any Just Salad Business Territory (whether Company-owned, franchised or otherwise established and operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or the provision of any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing in this Section will prevent you from owning for investment purposes no more than an aggregate of 5% of the capital stock of any Competitive Business you do not control and whose stock is listed on the New York Stock Exchange or the National Association of Securities Dealers Automated Quotation System. It is the intention of these provisions that any person or entity with any legal or beneficial interest in or traceable to or through you be bound by the provisions of this covenant.

You agree to obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit D) from the following persons and to cause them to refrain from the competitive activities described above: (a) before employment or any promotion, your General Managers, any personnel you employ who have received or will receive training from us, all your other managerial employees and any other persons to whom you grant access to Confidential Information; and (b) if you are a business entity, all your officers, directors, equity holders, members and those of any business entity directly or indirectly controlling you, at the same time as the execution of this Agreement (or at such later time as they assume such status). You must furnish us with copies of all signed Confidentiality/Non-Competition Agreements no later than 10 days following their execution.

You agree to prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed pursuant to this Section 11.01 and you acknowledge our right, to be exercised in our sole business judgment, to ourselves enforce the terms of each executed Confidentiality/Non-

Competition Agreement.

11.02 Enforcement of Covenants Not To Compete

You acknowledge that violation of the covenants not to compete in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. You therefore consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of these covenants not to compete, without the necessity of our posting any bond or security. You agree that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. You also agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

11.03 Lesser Included Covenants Enforceable At Law

If all or any portion of the covenants not to compete set forth in this Article 11 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You agree to be bound by any lesser covenant subsumed within the terms of this Article 11 as if the resulting covenants were separately stated in and made a part of this Agreement.

12. ASSIGNMENT

12.01 Assignment By Us

We will have the right to assign this Agreement, and all of our rights and privileges under this Agreement, to any person, firm, corporation or other entity, provided that, if the assignment results in the performance by the assignee of our functions under this Agreement: the assignee must, at the time of the assignment, be financially responsible and economically capable of performing our obligations under this Agreement, and the assignee must expressly assume and agree to perform these obligations.

You agree and affirm that we may sell our company, our assets, our Proprietary Marks and/or System to third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other business entities or be acquired by another business entity; and/or, may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring. With regard to any such sale, assignment, merger, acquisition or financial activities, you expressly and specifically waive any claims, demands or damages arising from our related to the substitution of our name, Proprietary Marks (or any variation thereof) and System; the loss of association with us or identification of us as the "Franchisor" under this Agreement; and, any and all other claims, demands or damages arising from or related to such activities.

If we assign this Agreement, as provided herein, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation – directly, indirectly or contingently – to perform or fulfill the duties and obligations imposed upon "Franchisor" hereunder. Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert, contend or complain otherwise.

12.02 Assignment By You – General

Your rights and obligations under this Agreement are personal because we have entered into this

Agreement in reliance on and in consideration of your singular personal trust, confidentiality, skill and qualifications (or, if you are an entity, the personal trust, confidentiality, skill and qualifications of your owners and employees). Therefore, except as provided below, neither your interest in this Agreement, your rights, privileges or obligations under this Agreement, the franchised Businesses, the Restaurants, nor any interest in the franchised Businesses, the Restaurants or a business entity Franchisee (including any capital stock, membership, partnership or proprietary interest of you or anyone who controls you), may be assigned, sold, transferred, shared, reconsidered, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, in one or a series of related transactions, by operation of law or otherwise (each, an "assignment"), without first obtaining our written consent and, where applicable, complying with our right of first refusal, each as provided in this Article 12. Any assignment in violation of this Article 12 will be null, void and of no effect.

12.03 Assignment By You – To A Business Entity You Form

We will not unreasonably withhold or delay our consent to your assignment to a business entity that you form solely for the convenience of entity ownership if all the following conditions are met:

1. The business entity is newly formed and each requirement in Sections 9.04 and 18.15 has been satisfied.
2. Each individual involved in the new entity has the same proportionate ownership interest in the new entity as he or she had in the franchised Business before the assignment.
3. You and the new entity sign an agreement with us under which you and the new entity are jointly and severally liable for all the obligations under this Agreement and bound by all the terms, conditions and covenants of this Agreement.
4. Each present and future equity holder in the new entity signs our Confidentiality/Non-Competition Agreement in the form of Exhibit D to this Agreement.

12.04 Assignment By You – Transfer Upon Death or Disability

Upon your death or disability (as defined below) (if you are an individual), or the death or disability of your last surviving owner (if you are a business entity), that person's rights will pass to his or her estate, as heirs, legates, guardians or representatives, as appropriate (collectively, the "Estate").

The Estate may continue the operation of the franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to us to serve as Area Business Manager and operate your Just Salad Businesses on a full-time basis, and (ii) this individual assumes full-time operation of the Businesses as Area Business Manager within one month of the date the person dies or becomes disabled. If the Estate does not designate an Area Business Manager or the Estate's designated Area Business Manager does not assume the full-time operation of the franchised Business within one month, this will be a material breach of this Agreement which, unless cured by the Estate as provided in Section 12.04 will result in this Agreement being terminated immediately.

"Disability" means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations set forth in this Agreement for at least ninety consecutive days. Disability will be determined either after this ninety day period or, if we elect, at an earlier time following an examination of the person by a licensed practicing physician selected and paid for by us. If the person refuses to submit to an examination, then the person will automatically be considered permanently disabled as of the date of the refusal.

12.05 No Encumbrance

You will have no right to pledge, encumber, hypothecate or otherwise give any third party a security

interest in this Agreement, the Franchise Agreements or the Businesses in any manner without our prior written permission, which we may withhold for any reason.

13. PROPRIETARY MARKS

13.01 Not a License of the Proprietary Marks

You acknowledge and agree that nothing contained in this Agreement will be deemed to constitute a license to you to use or display any of the Proprietary Marks in any manner. You will acquire a limited, non-exclusive license to use the Proprietary Marks only pursuant to, and to the extent that these rights are granted by, Franchise Agreements executed by you and us pursuant to this Agreement.

13.02 Non-Use of Trade Name

If you are a business entity, you may not use our Proprietary Marks or any confusingly similar words or symbols, in your entity name. In particular, you may not use the words "Just Salad", "Just Salad Franchise" or any variant as part of your business entity name.

13.03 Injunction

You explicitly affirm and recognize the unique value and secondary meaning attached to the Just Salad System and the Proprietary Marks. Accordingly, you agree that any non-compliance by you with the terms of this Agreement, or any unauthorized or improper use of the Just Salad System or the Proprietary Marks by you, will cause irreparable damage to us and other Just Salad franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Just Salad System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions.

14. RELATIONSHIP OF THE PARTIES

14.01 Independent Contractor; No Third Party Beneficiaries

You are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose. You will be solely responsible for your employees and all employment related decisions, including, without limitation, decisions concerning wages and benefits, hiring and discharging, training and supervision and work schedules of employees. You are not empowered to, and may not, make any express or implied agreements, warranties, guarantees or representations or incur any debt or other obligations in our name or for our account (or for those of any of our affiliates). Except as expressly provided in this Agreement, we will have no control or access to your funds or their expenditure or in any other way exercise control over your franchised Business.

You agree to conspicuously identify yourself, your area development business, your franchised Businesses, your Restaurants, and any other facilities of your franchised Businesses in all dealings with third parties as an independent Just Salad franchised Business and to place notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials in the manner that we specify and require from time to time, in our Manual or otherwise.

All of our obligations under this Agreement are to you alone and no other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

14.02 Your Required Means of Identification

You agree that you will do business and be identified as an area franchisee, but not an agent of, Just Salad Franchise US LLC.

15. DEFAULT AND TERMINATION

15.01 Termination By Us – Automatic Termination Without Notice

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you or any of the Businesses is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or any of the Businesses and is not immediately contested and/or dismissed within sixty days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, any of the Businesses or assets of either is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or any of the Businesses; you are dissolved; execution is levied against you, any of the Businesses or your property; or, the real or personal property of or any of the Businesses is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

15.02 Termination By Us Upon Notice – No Opportunity To Cure

You will have materially breached this Agreement and we will have the right to terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

1. You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.
2. We and you agree in writing to terminate this Agreement.
3. You, and/or, if you are a business entity, any owner, member, shareholder, director or manager (as applicable) of such entity is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your duties under this Agreement and/or your operation of any of the Businesses, or is likely to have an adverse effect on the Just Salad System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.
4. You and/or, if you are a business entity, any owner, member, shareholder, director or manager (as applicable) of such entity purports to transfer any rights or obligations under this Agreement, any interest in you or any of the Businesses to any third party in violation of the terms of this Agreement.
5. You do not comply with the covenant not to compete during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, do not obtain the execution of the additional covenants required in Article 11 of this Agreement.
6. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority regarding any matter involving or affecting your obligations under this Agreement or the operations of the Businesses.

7. You use or duplicate any aspect of our System, products, services or programs in an unauthorized fashion.

8. You engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks.

9. You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Businesses, us or the Just Salad System.

15.03 Termination by Us – Fifteen Days to Cure

Except as specifically provided elsewhere in this Agreement, you will have 15 calendar days following our delivery of written notice to you to cure any default under this Agreement and provide us with evidence that you have done so. If you have not cured any default within that time, this Agreement will terminate immediately upon expiration of the 15 day period, unless we otherwise agree in writing. You will be in default of this Agreement for any failure to comply with any of your obligations under this Agreement.

15.04 Cross Default

Any default or breach by you (or any of your affiliates) of any other agreement between us or our affiliates and you (or any of your affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by you will be considered a default or breach under any and all other agreements between us (or any of our affiliates) and you (or any of your affiliates). If the nature of the default under any other agreement would have permitted us to terminate this Agreement if the default had occurred under this Agreement, then we (or our affiliate) will have the right to terminate all the other agreements between us (or any of our affiliates) and you (or any of your affiliates) in the same manner provided for in this Agreement for termination of this Agreement. Your “affiliates” include any persons or entities controlling, controlled by, or under common control with you.

15.05 Notice Required By Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

16. OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION

16.01 Other Obligations and Rights on Termination or Expiration

The termination of this Agreement upon breach of your development obligations, as set forth in Section 6.01 above, will not terminate any of the Unit Franchise Agreements executed by you before the effective date of termination of this Agreement and for which you have already commenced the franchised Just Salad Business(es) covered by the Unit Franchise Agreement(s), but after the effective date of the termination, you will have no right to develop or operate any additional Just Salad Business without first obtaining our express written consent, which we may withhold without cause.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all sums due and owing to us or our affiliates, plus interest, and all

sums due and owing to any landlord, employees, taxing authorities, advertising agencies and all other third parties.

2. If we terminate because of your default, pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new area franchisee for the Development Territory. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you and any of the Businesses at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

3. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

4. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 11 of this Agreement.

5. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article **Error! Reference source not found.** of this Agreement.

16.02 No Prejudice

The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement.

17. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

17.01 Unavoidable Delay or Failure to Perform (Force Majeure)

Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

18. ADDITIONAL PROVISIONS

18.01 Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

18.02 Notice of Our Alleged Breach

You agree to give us immediate written notice of any alleged breach or violation of this Agreement after you have constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by us, including any acts of misfeasance or nonfeasance. If you do not give written notice to us of any alleged breach of this Agreement within one year from the date that you have knowledge of, believe, determine or are of the opinion that there has been an alleged breach by us, then our alleged breach will be considered to be condoned, approved and waived by you and will not be considered to be a breach of this Agreement by us, and you will be permanently barred from commencing any action against us for the alleged breach or violation.

18.03 Our Right To Cure Defaults

In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you on demand.

18.04 Our Withholding of Consent – Your Exclusive Remedy

If you make any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement, you agree that your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

18.05 Integration of Agreement; No Oral Agreements or Representations

Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, you and we agree that this Agreement, all Exhibits to this Agreement and all related agreements signed at the same time as this Agreement: (a) constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements, and (b) supersede and cancel any prior and/or contemporaneous oral or written communications (whether described as representations, inducements, promises, agreements or any other term) between you or anyone acting on your behalf and us or anyone acting on our behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties with respect to the subject matter hereof and that no reliance is being or will be placed on any such written or oral communications; provided, however, that nothing in this Section 18.05 is intended to disclaim the representations we made in the Franchise Disclosure Document that we provided to you.

No change, modification, amendment or waiver of any of the provisions of this Agreement will be effective and binding upon either party unless it is in writing, specifically identified as an amendment to this Agreement or waiver of any of the provisions of this Agreement, and signed by the party against whom enforcement of such writing is sought.

18.06 Notices

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party personally, by certified mail (and return receipt requested, postage prepaid), by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to us will be addressed to us at:

Just Salad Franchise US LLC
711 3rd Ave, Floor 2
New York, New York 10017
Attention: Nick Kenner

With a copy to:

Any notice to you will be addressed to your address as set forth on the first page of this Agreement. Either party to this Agreement may, in writing, on 10 days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent. We may provide any notice under this Agreement (including, without limitation, any notice of termination) sufficiently in advance of any event to permit compliance with any notice requirements under state or other laws.

18.07 Execution, Construction and Interpretation; Further Acts

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile execution signatures will be considered as binding and conclusive as if original, provided, however, that any party so executing must use all commercially reasonable efforts to furnish to the other party(ies) the originally executed document(s) at the earliest opportunity.

B. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company, general or limited partnership, and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting and/or equity rights, as applicable, in the case of a limited liability company, general partnership, limited partnership or any other entity or similar organization (this specifically includes members and managers, general and limited partners, membership interests and general and limited partnership interests).

18.08 Business Judgment

You and we recognize, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe our right to take (or refrain from taking) certain actions in the exercise of our business judgment based on our assessment of the overall best interests of the Just Salad System. Where such discretion has been exercised, and is supported by our business judgment, neither a mediator nor a judge may substitute his or her judgment for the judgment we have so exercised. "Business judgment" is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of any business judgment rule in a corporate law context.

18.09 Exercise of Rights

You understand and agree that whenever we have reserved a right in this Agreement, we have the uncontrolled and unfettered right to do what we have reserved.

18.10 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

18.11 Attorneys' Fees and Costs of Enforcement

The prevailing party will be entitled to recover from the other party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation in any action instituted against the other party to secure or protect the prevailing party's rights under this Agreement, to enforce the terms of this Agreement, or in any action commenced or joined in by the other party against the prevailing party.

18.12 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 18.12 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

18.13 Venue

Any litigation arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in the state, county and judicial

district in which our principal place of business is then located. You agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. You hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

18.14 Punitive Damages

In no event will we be liable to you for punitive damages in any action or proceeding arising out of or relating to this Agreement; any breach, termination, cancellation or non-renewal of this Agreement; or, in any other action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. You hereby waive and covenant never to advance any such claim for punitive damages.

18.15 Guarantee

If you are a business entity, the following persons must sign our standard form Guarantee (Exhibit E) at the same time as the execution of this Agreement or at such later time as they assume such status: (a) if you are a corporation or limited liability company, all shareholders or members (as applicable) owning 5% or more of your issued and outstanding stock or membership interests, as applicable; (b) if you are a partnership, all general partners owning a 5% or greater interest in you; and, (c) if you are a limited partnership, the general partner and all shareholders owning a 5% or greater interest in the general partner.

If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity (each, a guarantor) without first proceeding against you and without proceeding against or naming in the suit any other guarantors. Your obligations and those of each guarantor will be joint and several. Notice to or demand upon guarantor will be considered notice to or demand upon you and all guarantors, and no notice or demand need be made to or upon all guarantor. The cessation of or release from liability of you or any guarantor will not relieve any other guarantor from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

18.16 Survival

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement.

This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

18.17 Your Additional Acknowledgments

You acknowledge, warrant and represent to us that:

1. No representation has been made, and neither you nor any of your affiliates has relied on any statement made by us or our affiliates (or any of our or their employees, directors, officers, agents or salespersons), as to (a) the future or past income, expenses, sales volume or potential profitability, earnings or income of your franchised Businesses or any other franchised or company-owned Just Salad business; (b) our anticipated income, earnings and growth or that of the Just Salad System; or, (c) your ability to procure any required license or permit that may be necessary to operate your franchised Businesses.

2. Before executing this Agreement, you have had the opportunity to contact all our existing area franchisees and franchisees.

3. You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you so elect) of your own choosing. You have been advised to consult with your own advisers with respect to the legal, financial and other aspects of this Agreement, the franchised Businesses, and the prospects for those Businesses. You have either consulted with these advisors or has deliberately declined to do so.

4. You have received from us a copy of our Franchise Disclosure Document at least fourteen calendar days before the execution of this Agreement or at least fourteen calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the area franchise granted by this Agreement.

5. You have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon you under this Agreement. Such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to us; (c) are fully required to protect our legitimate business interests; and, do not confer benefits upon us that are disproportionate to your detriment.

6. You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information.

19. SUBMISSION OF AGREEMENT

19.01 Submission of Agreement

The submission of this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. Our date of execution will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM.

YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signatures on page that follows.]

Dated: _____

Attest:

Witness/Date

AREA FRANCHISEE:

If a Business Entity:

(Name of Entity)

By: _____

Its _____

(Title)

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Attest:

Witness/Date

FRANCHISOR:

JUST SALAD FRANCHISE US LLC

By: _____

EXHIBIT A

FRANCHISE TERRITORIES

EXHIBIT B

DEVELOPMENT TERRITORY

EXHIBIT C

FIRST FRANCHISE AGREEMENT TO BE EXECUTED BY AREA DEVELOPER

**[SEE FRANCHISE AGREEMENT AND ITS EXHIBITS
IN EXHIBIT A TO THIS FRANCHISE DISCLOSURE DOCUMENT]**

EXHIBIT D

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

NAME: _____
AREA DEVELOPER: _____
HOME ADDRESS: _____

HOME TELEPHONE: _____
CLASSIFICATION: _____
**(Owner, Shareholder, Officer, Director,
Attorney, Employee, Etc.)**

_____ ("Area Developer") is an Area Developer of JUST SALAD FRANCHISE US LLC, ("Franchisor") pursuant to an Area Development Agreement entered into by Area Developer and Franchisor dated _____ (the "Area Development Agreement"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Area Development Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Area Developer, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Area Developer and/or Franchisor which may be communicated to me ("Confidential Information"), and I will not divert any business to competitors of Area Developer and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all elements of the Just Salad System and all food items; other products, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the Just Salad System; Franchisor's Standards (including Supplements to the Standards); all recipes, food specifications, ingredients, serving techniques, sources of supply, presentation elements, serving and takeout procedures; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Franchisor or by Area Developer in the offer and sale of products and/or services at or from Area Developer's franchised Just Salad Business; all pricing paradigms established by Franchisor or by Area Developer; all of Franchisor's and/or Area Developer's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); Franchisor's specifications, and Area Developer's final plans, for the

construction, buildout, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of Area Developer's Just Salad Restaurants; the identify of, and all information relating to, the computer and POS hardware and software utilized by Franchisor and Area Developer; all information pertaining to Franchisor's and/ Area Developer's advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by Area Developer's franchised Business; Franchisor's and Area Developer's internet/web protocols, procedures and content; Franchisor's training and other instructional programs and materials; all communications between Franchisor and Area Developer (including the financial and other reports Area Developer is required to submit to Franchisor under the Area Development Agreement); additions to, deletions from and modifications and variations of the components of the Just Salad System and the other systems and methods of operations which Franchisor employs now or in the future; and, all other information, knowledge and know-how which either Franchisor or Franchisor's affiliates, now or in the future, designate as confidential.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Area Developer, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other or activity (a "Competitive Business") which derives more than 15% or more of its gross revenues from the sale of any of the food products or related services which now or hereafter are authorized for sale under the Just Salad System (including, without limitation, salads, salad toppings and salad dressings) or component thereof in any manner (whether a restaurant, catering service, wholesale supplier or otherwise); which offers or sells similar or related products or services; which engages in any of the activities which the Area Development Agreement contemplates that Area Developer will engage in under the Franchise Agreements; or, which offers or sells any other product, service or component which now or in the future is part of the Just Salad System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Area Developer's Development Territory, within ten miles of the perimeter of Area Developer's Development Territory, or within ten miles of the perimeter, or within, the Development Territory or market area (as applicable) of any other franchised or company-owned Just Salad Restaurants (regardless of how established or operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Area Developer do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Area Developer for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Area Developer (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Area Developer and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Area Developer or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be

exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the provision would be enforceable under the laws of the Territory, then the provision (and only that provision) will be interpreted and construed under the laws of the Territory. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Area Developer or Franchisor on the other hand, whether sounding in law or in equity, will be instituted exclusively in a court of competent jurisdiction in the state, county and judicial district in which Franchisor's principal place of business is then located. I hereby irrevocably submit myself to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. I agree that any dispute as the venue for litigation will be submitted to and resolved exclusively by such aforementioned court.

Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief; or involving possession or disposition of, or other relief relating to, any of the Just Salad Restaurant Locations; Franchisor may bring an action in any state or federal district court which has jurisdiction. I hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens").

Witnessed By:

Witness/Date

(Print Name)

(Signature)

(Date)

EXHIBIT E
GUARANTEE OF
JUST SALAD FRANCHISE US LLC AREA DEVELOPMENT AGREEMENT

**GUARANTEE OF
JUST SALAD FRANCHISE US LLC AREA DEVELOPMENT AGREEMENT**

In consideration of the execution by Franchisor of the Area Development Agreement (the "Area Development Agreement") dated the _____ day of _____, _____ between Just Salad Franchise US LLC ("Franchisor") and _____ ("Area Developer") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Area Development Agreement and in any other agreement(s) by and between Area Developer and Franchisor.

If more than one person has executed this Guarantee, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties. The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Area Development Agreement and any other agreement(s) by and between Area Developer and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Area Development Agreement and any other agreement(s) by and between Area Developer and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Area Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and Area Developer, and the undersigned do guarantee and promise to perform all the obligations of Area Developer under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Area Development Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Area Developer may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Area Developer, any of the undersigned, any party to the Area Development Agreement or any other person.

Should Area Developer be in breach or default under the Area Development Agreement or any other agreement(s) by and between Area Developer and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Area Developer and without proceeding against or naming in such suit any other Area Developer, signatory to the Area Development Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor's costs of collection hereunder, including all court costs and expenses, attorneys' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Area Developer or any of the undersigned shall be deemed notice to or demand upon Area Developer and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Area Developer or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Area Development Agreement, or under any other agreement(s) between Franchisor and Area Developer, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Area Development Agreement or any other agreement(s) by and between Area Developer and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New York, and if the business franchised under the Area Development Agreement is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in a court of competent jurisdiction in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by such aforementioned court. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Area Development Agreement.

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

4857-9815-9634, v. 2

EXHIBIT C

FINANCIAL STATEMENTS

**Just Salad Franchise US, LLC
(A Limited Liability Company)**

**Financial Statements
and Independent Auditor's Report**

**December 26, 2021, December 27, 2020 and
December 29, 2019**

**Just Salad Franchise US, LLC
(A Limited Liability Company)**

Index

	<u>Page</u>
Independent Auditor's Report	2
Financial Statements	
Balance Sheets	4
Statements of Operations and Member's Equity (Deficiency)	5
Statements of Cash Flows	6
Notes to Financial Statements	7

Independent Auditor's Report

To the Managing Member of
Just Salad Franchise US, LLC

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Just Salad Franchise US, LLC, which comprise the balance sheets as of December 26, 2021, December 27, 2020 and December 29, 2019 and the statements of operations and member's equity (deficiency) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Just Salad Franchise US, LLC as of December 26, 2021, December 27, 2020 and December 29, 2019 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Just Salad Franchise US, 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 Just Salad Franchise US, LLC's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Just Salad Franchise US, 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 Just Salad Franchise US, 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

CohnReznick LLP

Melville, New York
April 1, 2022

Just Salad Franchise US, LLC
(A Limited Liability Company)

Balance Sheets
December 26, 2021, December 27, 2020 and December 29, 2019

	<u>Assets</u>		
	<u>2021</u>	<u>2020</u>	<u>2019</u>
Current assets			
Cash	\$ 1,200	\$ 200	\$ 40,000
Royalties fees receivable	98,414	4,277	14,502
Due from parent	225,341	156,483	64,965
Total current assets	324,955	160,960	119,467
Deferred franchise costs	1,523	1,723	1,923
Total assets	<u>\$ 326,478</u>	<u>\$ 162,683</u>	<u>\$ 121,390</u>
<u>Liabilities and Member's Equity (Deficiency)</u>			
Current liabilities			
Accrued expenses	\$ 18,056	\$ 9,448	\$ 4,905
Total current liabilities	18,056	9,448	4,905
Deferred franchise revenue	125,777	96,692	118,846
Total liabilities	143,833	106,140	123,751
Commitments and contingencies			
Member's equity (deficiency)	182,645	56,543	(2,361)
Total liabilities and member's equity	<u>\$ 326,478</u>	<u>\$ 162,683</u>	<u>\$ 121,390</u>

See Notes to Financial Statements.

Just Salad Franchise US, LLC
(A Limited Liability Company)

Statements of Operations and Member's Equity (Deficiency)
Years Ended December 26, 2021, December 27, 2020 and December 29, 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Royalty and marketing income	\$ 115,504	\$ 45,386	\$ 14,087
Franchise fee income	30,915	26,154	1,154
Other	<u>-</u>	<u>-</u>	<u>415</u>
Total revenue	146,419	71,540	15,656
Operating expenses	<u>20,317</u>	<u>23,637</u>	<u>29,141</u>
Net income/(loss)	126,102	47,903	(13,485)
Member's (deficiency) equity, beginning	56,543	(2,361)	11,124
Cumulative effect of adopting ASC 606	<u>-</u>	<u>11,001</u>	<u>-</u>
Member's equity (deficiency), ending	<u><u>\$ 182,645</u></u>	<u><u>\$ 56,543</u></u>	<u><u>\$ (2,361)</u></u>

See Notes to Financial Statements.

Just Salad Franchise US, LLC
(A Limited Liability Company)

Statements of Cash Flows
Years Ended December 26, 2021, December 27, 2020 and December 29, 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Cash flows from operating activities			
Net income /(loss)	\$ 126,102	\$ 47,903	\$ (13,485)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities			
Amortization of deferred franchise costs	200	200	77
Changes in operating assets and liabilities			
Royalties fees receivable	(94,137)	10,225	(14,502)
Deferred franchise revenue	29,085	(11,153)	28,846
Accrued expenses	8,608	4,543	-
Due to/Due from Parent	<u>(68,858)</u>	<u>(91,518)</u>	<u>14,064</u>
Net cash provided by (used in) operating activities	<u>1,000</u>	<u>(39,800)</u>	<u>15,000</u>
Net change in cash	1,000	(39,800)	15,000
Cash, beginning of year	<u>200</u>	<u>40,000</u>	<u>25,000</u>
Cash, end of year	<u><u>\$ 1,200</u></u>	<u><u>\$ 200</u></u>	<u><u>\$ 40,000</u></u>

See Notes to Financial Statements.

Just Salad Franchise US, LLC
(A Limited Liability Company)

Notes to Financial Statements
December 26, 2021, December 27, 2020 and December 29, 2019

Note 1 - Organization and description of business

Business

Just Salad Franchise US, LLC (collectively, the "Company") was formed on May 22, 2017 in the State of New York and is governed by its operating agreement (the "Operating Agreement").

The Company is a limited liability company which will continue in existence subject to the terms and conditions of its Operating Agreement. The obligations of the member are limited to its capital contributions.

The following table summarizes the franchises in operation at December 26, 2021, December 27, 2020 and December 29, 2019:

	2021	2020	2019
Franchises in operation			
Outlet balance, beginning			
Franchised	3	1	-
Member-owned	37	34	27
Outlets opened			
Franchised	2	2	1
Member-owned	5	4	7
Outlets ceased			
Member-owned	-	(1)	-
Total outlets	<u>47</u>	<u>40</u>	<u>35</u>

Note 2 - Summary of significant accounting policies

Basis of preparation

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates and differences could be material.

Cash

The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000, per institution. As of December 26, 2021, December 27, 2020 and December 29, 2019 the Company did not have any uninsured cash.

Revenue recognition

General

The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a restaurant guest or other customer.

**Just Salad Franchise US, LLC
(A Limited Liability Company)**

**Notes to Financial Statements
December 26, 2021, December 27, 2020 and December 29, 2019**

Franchise fee revenue

Franchise revenues include initial territory fees, training fees, location opening fees and ongoing sales-based royalty fees from franchised locations. Generally, the franchises granted to develop, open and operate each location in a specified territory are the predominant goods or services transferred to the franchisee in the Company's contracts, and represent distinct performance obligations. The Company determines the transaction price for each contract, which is comprised of the initial territory fee and an estimate of the total location opening fees expected to be entitled and is allocated to distinct performance obligations. The Company recognizes training as a single performance obligation and recognizes when completed, which is typically upon the store opening. The remaining franchise fee is satisfied over time, starting when a location opens, through the end of the term of the license. Because the Company is transferring franchises to access intellectual property during a contractual term, the remaining revenue is recognized on a straight-line basis over the license term. Generally, payment for the initial territory fee is received upon execution of the franchising agreement and payment for the restaurant opening fees are received either in advance of or upon opening the related restaurant. These payments are initially deferred and recognized as revenue as the performance obligations are satisfied, which occurs over a long-term period. As of December 31, 2018, royalties fees receivable and deferred franchise revenue was \$90,000 and 2,000, respectively.

Deferred franchise costs represent that portion of commissions paid to an internal sales team and are recognized in the same manner as deferred franchise revenue.

Franchise royalty fees and marketing fees

Revenue from sales-based royalties and marketing fees are recognized as the related sales occur.

Accounting Standards Codification ("ASC") 606 adoption

The Company adopted the new revenue recognition guidance as of December 30, 2019 using the modified retrospective method of transition for all contracts that were not completed as of that date. Although the Company previously reported the adoption of ASC 606, the Company elected to defer under the guidance and adopt December 30, 2019. The Company's revenue for reporting periods ended after December 29, 2019 are presented under the new guidance, while financial results for prior periods will continue to be reported in accordance with the prior guidance and the Company's historical accounting policy. The Company has experienced significant changes to the pattern of revenue recognition for its contracts, specifically the initial franchise fees. However, adopting the new standard did not have a material effect on the timing of the Company's revenue recognition for franchise fee income in 2018 and 2019 since the Company commenced operations recently and does not have material franchise agreements prior to fiscal 2019.

The Company recognized the cumulative effect of retrospectively applying the ASU as an adjustment to member's equity as of December 30, 2019, resulting in a \$11,001 increase to member's equity.

Income taxes

The Company elected income tax status as a limited liability company. Under this election, the Company is not subject to federal income taxes and all taxes and all taxable income are passed through to the member.

The Company has no unrecognized tax benefits as of December 26, 2021. The Company's tax years since inception are subject to a tax examination by any federal, state or local authority.

**Just Salad Franchise US, LLC
(A Limited Liability Company)**

**Notes to Financial Statements
December 26, 2021, December 27, 2020 and December 29, 2019**

Risks and uncertainties

In March 2020, the World Health Organization declared the coronavirus (COVID-19) outbreak originating in Wuhan, China to be a global pandemic. The impact of the coronavirus on consumer demand and on the Company's results of operations remain uncertain; however, such impacts may be significant. Many operators were forced to shut down restaurant operations, with the exception of take-out and delivery, per state mandate, and therefore, reduced employee hours in order to reduce payroll expense. As of the date of these financial statements, it is unclear what effect, if any, the novel coronavirus and resulting disruptions may have on the Company's franchise operations.

Subsequent events

The Company has evaluated subsequent events through April 1, 2022, which is the date the financial statements were available to be issued.

Note 3 - Concentration of credit risk

The Company is exposed to credit losses in the event of nonperformance by its franchisees. The Company anticipates, however, that its franchisees will be able to satisfy their obligations fully under the contracts and has determined that an allowance for doubtful accounts is not necessary. The Company does not obtain collateral or other security to support financial instruments subject to credit risk but monitors the credit standings of its customers and reserves the right to terminate franchise agreements for nonpayment of amounts owed.

Note 4 - Commitments and contingencies

Litigation

The Company may be subject to legal proceedings, claims, and litigation arising in the ordinary course of business.

Operating leases

As of December 26, 2021, the Company has no lease obligations.

Franchise agreement

The Company enters into franchise agreements whereby the Company typically grants a franchisee the right to open a Just Salad Restaurant in select locations. The initial term of the agreement shall continue for 10 years. The initial franchise fee must be paid in a lump sum according to the terms of the development agreement. The franchisee will pay the Company an ongoing weekly royalty in the amount of 6% of gross sales. The franchisee will pay the Company a weekly advertising fee in the amount of 1.5% of gross sales. The franchisee will not be obligated to pay an advertising fund contribution during the two-year period immediately following the commencement of operations date for the first restaurant.

Development agreement

On February 3, 2021, the Company entered into a development agreement and the first addendum to the development agreement to grant the developer the right to develop three Just Salad Restaurants in the geographic area defined in the development agreement. The developer paid the Company a development fee of \$60,000, which is calculated at 100% of the initial franchise fee plus 50% of the initial franchise fee for each additional business to be developed. As of December 26, 2021, the franchisee has opened one location.

**Just Salad Franchise US, LLC
(A Limited Liability Company)**

**Notes to Financial Statements
December 26, 2021, December 27, 2020 and December 29, 2019**

On April 30, 2018, the Company entered into a development agreement and the first addendum to the development agreement to grant the developer the right to develop five Just Salad Restaurants in the geographic area defined in the development agreement. The developer paid the Company a development fee of \$90,000, which is calculated at 100% of the initial franchise fee plus 50% of the initial franchise fee for each additional business to be developed. As of December 26, 2021, the franchisee has opened four locations.

Note 5 - Related party transactions

The parent entity owns and operates 42 Just Salad locations, which do not pay franchise or marketing fees to the Company.

Advances to/from parent and affiliate that are related through common ownership are noninterest-bearing and due on demand.



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UNAUDITED FINANCIAL STATEMENTS

AS OF FEBRUARY 20, 2022

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Profit & Loss - YTD

Period Ending 02/20/2022

	YTD	
Sales		
Sales	21,872	100.00%
Total Sales	21,872	100.00%
Prime Cost		
Salaries and Benefits	31	0.14%
Total Prime Cost	31	0.14%
Other Income		
G&A Expense		
Professional Fees	1,411	6.45%
Other Income	1,114	5.09%
Total Other Income	1,114	5.09%
Total G&A Expense	1,411	6.45%
Net Profit	21,543	98.50%

Balance Sheet

As of 2/20/2022

	YTD
ASSETS	
Current Asset	
Cash	1,960
Accounts Receivable	105,178
Due To/From Just Salad LLC	226,797
Total Current Asset	333,935
Other Asset	
Deferred Franchise Cost	1,492
Total Other Asset	1,492
Total ASSETS	335,427
LIABILITIES & EQUITY	
Liabilities	
Current Liability	
Deferred Revenue - Franchise	124,316
Accrued Professional Fees	7,000
Suspense	-77
Total Current Liability	131,239
Total Liabilities	131,239
Equity	
Equity	
Capital Contribution	25,000
Retained Earnings-1	11,000
Retained Earnings	146,645
YTD Income	21,543
Total Equity	204,189
Total Equity	204,189
Total LIABILITIES & EQUITY	335,427

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	2101 Arena Boulevard Sacramento, CA 95834 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division	335 Merchant Street Room 205 Honolulu, HI 96813 808-586-2744
Illinois	Franchise Division Office of the Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Securities Commissioner Indiana Securities Division	302 West Washington Street, Room E-111 Indianapolis, IN 46204 317-232-6681
Indiana (Agent)	Indiana Secretary of State	200 West Washington Street Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Maryland Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020 410-576-7786
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit	G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48909
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol – Fifth Floor Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051

Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington (State Administrator)	Department of Financial Institutions Securities Division	P.O. Box 9033 Olympia, WA 98507 360-902-8760
Washington (Agent)	Director, Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501
Wisconsin	Commissioner of Securities Department of Financial Institutions Division of Securities	4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT E

STATE ADDENDA TO DISCLOSURE DOCUMENT

NEW YORK ADDENDUM

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D 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 ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL 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 WITH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is 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 charge or 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 person from 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, actions affecting a license

as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for you 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 of action 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.

6. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by you**”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by us**”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. 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 of the State of New York.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The following is added to Section 8.03 of the Franchise Agreement:

"The Standards and any Supplements to the Standards are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations."

2. Sections 6.01, 7.01, 13.01 (H) and 14.04 (K) of the Franchise Agreement are each amended to include the following language immediately following the requirement that Franchisee execute a General Release:

"Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

3. The second sentence of Section 12.04 of the Franchise Agreement is amended to read as follows:

"Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

4. The third and fourth sentences of Section 24.01 of the Franchise Agreement ("Injunction") are amended to read as follows:

"You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Just Salad System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

(Signature Page Follows)

Dated: _____

FRANCHISEE:

(Individual or Entity Name)

By: _____

Its _____
(Title)

Dated: _____

JUST SALAD FRANCHISE US LLC

By: _____

Its: _____
(Title)

NEW YORK ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Area Development Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The second sentence of Section 11.02 of the Area Development Agreement is amended to read as follows:

“Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement.”

2. The third and fourth sentences of Section 13.03 of the Area Development Agreement (“Injunction”) are amended to read as follows:

“You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Just Salad System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions.”

Dated: _____

AREA FRANCHISEE

(Individual or Entity Name)

By: _____

Its _____
(Title)

Dated: _____

JUST SALAD FRANCHISE US LLC

By: _____

Its _____
(Title)

EXHIBIT F

LIST OF FRANCHISEES

List of Franchisees as of December 26, 2021

North Carolina		
Cattell Street Salad, LLC* Peter and Jane Kim 1021 Morehead Medical Drive LCI building 2 Suite 30000 Charlotte, NC 28204 (704) 800-5600	Cattell Street Salad, LLC* Peter and Jane Kim 111 S Elliott Rd Chapel Hill, NC 27514 (984) 999-3700	Cattell Street Salad, LLC* Peter and Jane Kim 4025 Lake Boone Trail Suite 120 Raleigh, NC 27607 (919) 925-3400
Cattell Street Salad, LLC* Peter and Jane Kim 4425 Sharon Rd, Suite 195 Charlotte, NC 28211 (704) 774-8200		
New Jersey		
VRG Two LLC* William Woo and Nate Broussard 2 Vine St Englewood Cliffs, NJ 07632 (551) 275-9070		

Area Developer*Outlets that were transferred as of December 26, 2021**

None

Outlets that were Terminated, Not Renewed or Ceased Operations for Other Reasons as of December 26, 2021

None

Franchise Agreements Signed but Not Opened as of December 26, 2021

None

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

EXHIBIT G

STATE EFFECTIVE DATES

AND RECEIPT

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
New York	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Just Salad Franchise US 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.

New York requires that we give you this 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 Just Salad Franchise US 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, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Just Salad Franchise US LLC, located at 663 Lexington Avenue, Floor 2, New York, New York 10022. Its telephone number is 212-244-1111.

Issuance date: **April 1, 2022**

The franchise seller for this offering is Paul Rittenberg, Chief Development Officer, and Nicholas F. Kenner, Chief Executive Officer and Managing Member; Just Salad Franchise US LLC, 663 Lexington Avenue, Floor 2, New York, New York 10022, Tel: 617-823-3360 and 212-244-1111, or is listed below (with address and telephone number) or will be provided to you separately before you sign a franchise agreement: _____.

Just Salad Franchise US LLC authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I received a disclosure document dated **April 1, 2022**, that included the following Exhibits:

EXHIBIT A	FRANCHISE AGREEMENT AND RELATED MATERIALS (Including the forms of General Release, Guarantee, and Addendum to Franchise Agreement (SBA))
EXHIBIT B	AREA DEVELOPMENT AGREEMENT
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT E	STATE ADDENDA TO DISCLOSURE DOCUMENT
EXHIBIT F	LIST OF FRANCHISEES
EXHIBIT G	RECEIPTS

Dated: _____

PROSPECTIVE FRANCHISEE:

Signature

Company Name

Print Name

Title with Company

Address

Address

Please return the signed receipt by completing all of the blanks above and mailing it to Just Salad Franchise US LLC, 663 Lexington Avenue, Floor 2, New York, New York 10022, 212-244-1111.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Just Salad Franchise US 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.

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EXHIBIT G	RECEIPTS

Dated: _____

PROSPECTIVE FRANCHISEE:

Signature

Company Name

Print Name

Title with Company

Address

Address

Please keep this copy for your records.
4825-3756-9023, v. 7