



FRANCHISE DISCLOSURE DOCUMENT

Fresh Healthy Vending LLC

A California limited liability company

9605 Scranton Road, Suite 350

San Diego, California 92121

(858) 210-4200

(website: www.freshvending.com)

Fresh Healthy Vending LLC offers franchises for the right to purchase, operate, service, maintain, repair, clean, restock, and use vending machines that dispense a variety of healthy, natural, and organic snack food and beverage products from locations such as business offices, hotels, hospitals, schools, colleges and universities, and office and in-plant food service facilities.

Franchisee Program. The estimated initial investment required to begin operations of a Fresh Healthy Vending franchise ranges from \$119,320 to \$207,820. This amount includes \$112,000 to \$259,000 that you will pay to the Franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Alex Kennedy at 9605 Scranton Road, Suite 350, San Diego, California 92121, telephone (858) 210-4200.

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. Information about comparisons of franchisors is available. 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 listed on **Exhibit B** 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.

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS APRIL 1, 2013, AS AMENDED ON SEPTEMBER 30, 2013.

STATE COVER PAGE

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

Call the state franchise administrator listed on **Exhibit B** for information about the franchisor, or about franchising in your state.

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

Please consider the following Risk Factors before you buy this franchise:

1. THE FRANCHISE AGREEMENT CONTAINS A MANDATORY BINDING MEDIATION PROVISION GOVERNING NEARLY ALL DISPUTES BETWEEN YOU AND US. THE MEDIATION, AND ANY LITIGATION WILL TAKE PLACE IN THE COUNTY IN WHICH OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED, AND THAT MAY COST YOU MORE (AND BE LESS CONVENIENT) THAN IF THOSE PROCEEDINGS TOOK PLACE NEAR YOUR RESIDENCE OR BUSINESS.

2. THE FRANCHISE AGREEMENT PROVIDES THAT THE LAWS OF THE STATE OF CALIFORNIA GOVERN THE AGREEMENT, THAT LAW MAY NOT PROVIDE YOU WITH THE SAME RIGHTS AND PROTECTIONS AS YOUR LOCAL LAW, AND YOU MAY WANT TO CONSULT AN ATTORNEY REGARDING COMPARISON OF THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

The Effective Date of this Disclosure Document in each State is set forth below.

| State | Effective Date | State | Effective Date |
|------------|--------------------------------------------------|-----------------------------|-------------------------------------------------|
| California | _____, 2013 | North Dakota | April 25, 2013, as amended on _____, 2013 |
| Hawaii | April 12, 2013, as amended on _____, 2013 | Rhode Island | April 30, 2013, as amended on _____, 2013 |
| Illinois | April 8, 2013, as amended on _____, 2013 | South Dakota | April 5, 2013, as amended on September 30, 2013 |
| Indiana | April 26, 2013, as amended on September 30, 2013 | Virginia | April 26, 2013, as amended on _____, 2013 |
| Maryland | _____, 2013, as amended on _____, 2013 | Washington | June 4, 2013, as amended on _____, 2013 |
| Michigan | April 26, 2013, as amended on September 30, 2013 | Wisconsin | April 5, 2013, as amended on _____, 2013 |
| Minnesota | April 8, 2013, as amended on _____, 2013 | | |
| New York | June 18, 2013, as amended on _____, 2013 | All States not listed above | September 30, 2013 |

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