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SQUEEZE FRANCHISING CORPORATION

FRANCHISE OFFERING CIRCULAR

CALIFORNIA

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INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE FEDERAL TRADE COMMISSION

To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

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

FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

The date of issuance of this Offering Circular is:

~~July~~ July 29, 2005

March 15, 2006

FRANCHISE OFFERING CIRCULAR

SQUEEZE FRANCHISING CORPORATION
(a Colorado corporation)
5445 DTC Parkway, Suite 1110
Greenwood Village, Colorado 80110
Phone: (303) 799-5112
Fax: (303) 350-1870
Toll Free Phone: (888) 732-2022
www.squeezeusa.com

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Squeeze Franchising Corporation is offering franchises for the right to operate a quick service restaurant offering smoothies, fresh fruit juices, yogurt parfaits, baked goods, protein bars and other nutritional products under the service mark "SQUEEZE." We also grant to qualified persons, under our Area Director Agreement, the right to solicit and refer to us qualified prospective franchisees and to provide ongoing supervision to our franchisees located in a particular geographic area, in exchange for a fee and continuing commissions.

The initial franchise fee is \$25,000 for your first traditional SQUEEZE Store. The estimated initial investment required for your first traditional SQUEEZE Store ranges from \$158,000 to \$244,000. When an Area Director Agreement is signed, the Area Director must pay a fee based on the following formula: the total of the area population multiplied by \$.03, plus a training fee of \$5,000 for the Area Director training program. The estimated initial investment required for an Area Director business, exclusive of any store related costs, ranges from \$66,125 to \$429,500. See Items 5 and 7.

Risk Factors:

- 1. THE FRANCHISE AGREEMENT AND AREA DIRECTOR AGREEMENT PERMIT THE FRANCHISEE TO ARBITRATE WITH US ONLY IN COLORADO. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN COLORADO THAN IN YOUR HOME STATE.**
- 2. THE FRANCHISE AGREEMENT AND AREA DIRECTOR AGREEMENT STATE THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. THE FRANCHISOR WAS FORMED ON DECEMBER 31, 2003 AND HAS A LIMITED OPERATING HISTORY AND RECORD OF PERFORMANCE.**
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Information comparing franchisors is available. Call the state administrators listed in Exhibit A or your public library for sources of information.

Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in this offering circular is untrue, contact the Federal Trade Commission and the state authority listed in Exhibit A.

Effective Date: July 29, 2005

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
1 THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES.....	1
2 BUSINESS EXPERIENCE.....	Error! Bookmark not defined.
3 LITIGATION.....	Error! Bookmark not defined.
4 BANKRUPTCY.....	Error! Bookmark not defined.
5 INITIAL FRANCHISE FEE.....	6
6 OTHER FEES.....	7
7 INITIAL INVESTMENT.....	10
8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	15
9 FRANCHISEE'S OBLIGATIONS.....	18
10 FINANCING.....	20
11 FRANCHISOR'S OBLIGATIONS.....	20
12 TERRITORY.....	2726
13 TRADEMARKS.....	2927
14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	3028
15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	3028
16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	3029
17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	3129
18 PUBLIC FIGURES.....	3635
19 EARNINGS CLAIMS.....	3635
20 FRANCHISED STORES.....	3635
21 FINANCIAL STATEMENTS.....	3836
22 CONTRACTS.....	3837
23 RECEIPT.....	Last Page

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