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**FRANCHISE DISCLOSURE DOCUMENT**

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|  | <p><b>TOSSED Franchise Company</b> a Delaware Limited Liability Company<br/>         433 Plaza Real, Suite 275<br/>         Boca Raton, FL 33432<br/>         Phone (561) 962-4170<br/>         info@tossedfranchise.com<br/>         www.tossed.com</p> |
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DEPARTMENT OF  
BUSINESS OVERSIGHT  
SAN FRANCISCO

As a TOSSED® restaurant franchisee, you will operate a TOSSED® restaurant, which is in the business of fast casual dining. Tossed restaurants are open for breakfast, lunch, and dinner, and specialize in the production and serving of garden fresh salads, wraps, grilled Panini, sandwiches, and hot soups, among an array of breakfast items.

The total investment necessary to begin operation of a TOSSED® restaurant franchise (“Unit Franchise” or “TOSSED® Restaurant”) ranges from **\$336,000 to \$1,333,567 depending on a number of variables further detailed**. This includes a \$30,000 initial franchise fee that must be paid to us. We also offer a multiple-unit development franchise (“Multi-Unit Franchise”), which allows you to reserve an area, by committing to opening a negotiated number of TOSSED® Restaurants according to a negotiated schedule.

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 for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at TOSSED® Franchise Company LLC, 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and by telephone at (561) 962-4170.

The terms of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising. 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 February 25, 2016**

Tossed/FDD-06a (Unit Franchise)

## STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit A 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN NEW YORK. IF A PARTICULAR STATE LAW PROHIBITS LITIGATING IN NEW YORK, THEN WE REQUIRE ARBITRATION IN NEW YORK UNDER JAMS. LASTLY, IF NEITHER LITIGATION OR ARBITRATION IS ALLOWED IN NEW YORK BY A PARTICULAR STATE, WE REQUIRE ARBITRATION IN THE STATE IN WHICH YOUR FRANCHISED TERRITORY IS LOCATED. ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$336,000 TO \$1,333,567. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF OCTOBER 31, 2015, WHICH IS \$403,125.
- 4 THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS. FRANCHISOR CONTROLS.
- 5 YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
- 6 THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA.

Tossed/FDD-06a (Unit Franchise)

INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST  
THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL

7 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

Effective Date See next page for state effective dates  
FOR USE ONLY IN THE STATE OF CALIFORNIA

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