

Certain states require that the following risk(s) 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 Michigan. 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 Michigan 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.
3. **Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.
4. **Short Operating History**. The Franchisor is at an early state of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
- 3-5. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Maintenance, Repairs, Renovation, and Modernization	Not more than \$75,000 every 5 years	As incurred	Maintenance, repair, renovation, and modernization fees are payable to us only if you do not perform required maintenance, repairs, renovation, and modernization. <sup>(4)</sup>
Mystery Shopper Fee	Actual cost to us	5 <sup>th</sup> day of each month	We will use these fees to administer a program to evaluate and report on the operations of our franchisees and to otherwise support the uniformity and quality of operations of Stores. <u>These fees could range between \$300 to \$500 per evaluation.</u>
Insurance	Actual cost to us	On receipt of billing	If you fail to purchase insurance for your Franchise Business, we may do so at your expense.
Gift Card and other Programs	Not currently assessed	Periodically by EFT that we initiate	If we establish a program, we may periodically reconcile payments and we may charge an administrative fee. See Note 5.
Additional Training	Currently \$250 per trainer per day plus travel, room and board expenses.	Before additional training	We may charge training fees if you request to have additional people attend the initial training program or if you request or we require additional training. <sup>(6)</sup>

<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Rescheduling & Cancellation Fees	Our actual expenses	On receipt of billing	If you are not ready to open, and we have to reschedule opening training, you will pay the expense of rescheduling, which may include cancellation fees, travel and living expenses incurred by us and our employees and agents, and the wages due to them. <u>These fees could range between \$1,000 to \$5,000.</u>
Late Charge, NSF Fees and Interest	\$100 late charge, NSF fees of at least \$30 for each item returned, and 1.5% per month interest or maximum rate allowed by law.	On receipt of billing	A late charge must be paid on all late payments; you must reimburse us for NSF fees we incur; and interest must be paid on all overdue amounts.
Review Fee	\$10,000	At the time of delivery of an offer notice	If you desire to accept an offer from a 3 <sup>rd</sup> party to purchase your franchise, you must deliver an offer notice to us along with the review fee. If we do not exercise our right of 1 <sup>st</sup> refusal and we consent to the transfer, the review fee will be applied to the transfer fee due.
Transfer Fee	25% of the standard initial franchise fee being charged by us at the time of transfer	At the time of our consent to the transfer	You or the proposed transferee must pay a transfer fee if you transfer your franchise or any equity interest in the franchisee or substantially all the assets of the franchise.
Renewal Fee	50% of the standard initial franchise fee being charged by us at the time of renewal	At the time of renewal	You must pay this fee as a condition to renewal if you renew your franchise at the end of the initial term of the franchise.

losses or owner's salary or draw after the initial phase of the franchise. You may need additional funds available, whether in cash or through credit lines, or have other assets that you may liquidate, or that you may borrow against, to cover your personal living expenses and any operating losses after the initial phase of your franchise. ~~We urge you to retain the services of an experienced accountant or financial adviser in order to develop a business plan and financial projections for your franchise.~~

## **ITEM 8—RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must purchase all products and services used in the development and operation of your Franchise Business in accordance with our specifications and only from manufacturers, suppliers or distributors designated or approved by us.

### **Obligations to Purchase or Lease from the Franchisor or Designated Suppliers**

We designate certain products and services used in the development and operation of your Franchise Business as "Designated Products or Services." Designated Products or Services must be purchased in accordance with our specifications and only from us or a manufacturer, supplier, distributor, or professional or other service provider specifically designated by us (which may be our affiliate, now or not yet in existence) (a "Designated Supplier"). We are not required to approve other suppliers for Designated Products or Services and we do not issue criteria to our franchisees for Designated Products or Services.

We currently designate the following products and services as Designated Supplier Products that must be purchased from a Designated Supplier: equipment; fixtures; inventory and operating supplies (including apparel); branded product; marketing materials; interior décor; exterior and location signs; POS system hardware and software; insurance; credit card processing; food products and coffee beans. Our affiliate Jabal Coffee, LLC is the Designated Supplier of coffee, tea, sugar, spices, branded paper products, syrups, mixes, milks, trays, mugs, glasses, and uniforms. Other than Jabal Coffee, LLC, none of our officers or owners own an interest in any Designated Suppliers.

### **Obligations to Purchase or Lease from Approved Suppliers**

Unless otherwise specified by us, all items used in the Franchise Business, other than Designated Products or Services, must be obtained in accordance with our specifications from a supplier that has been approved by us (an "Approved Supplier"). An Approved Supplier will be a supplier that: (a) meets our standards for quality and uniformity of goods and services and other relevant standards established by us; (b) we have designated in writing as an Approved Supplier; and (c) we have not later revoked the designation as an Approved Supplier.

### **Alternative Supplier Approval**

You may request to have a supplier for items other than Designated Products or Services approved by submitting to us the information, samples or agreements necessary for our determination under the procedures specified by us. This request must be in writing and must include information about the product or supplier relating to our specifications, a sample of the product or service to be approved or a person at the manufacturer or supplier that we can contact for information. We may submit the information to an independent laboratory or another independent expert to determine if the product or supplier meets our specifications. We require that you reimburse us for our actual costs incurred in making this determination. On your request,

Provision	Section in Franchise Agreement	Summary
		option to operate the franchise for your estate.
q. Non-competition covenants during the term of the franchise	Section 13.1 of Franchise Agreement; Section 4 of Appendix I to the Franchise Agreement – Confidentiality and Nondisclosure Agreement and Covenant Not to Compete	No involvement in competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.2 of Franchise Agreement; Section 4 of Appendix I to the Franchise Agreement – Confidentiality and Nondisclosure Agreement and Covenant Not to Compete	No competing business for 2 years within 30 miles of former location or any other Jabal Coffee House.
s. Modification of Franchise Agreement	Section 20.11 of Franchise Agreement	No modifications unless in writing, but specifications subject to change by us.
t. Integration/merger clause	Section 20.11 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law); however, no claim made in a Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document. <u>Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.</u>
u. Dispute resolution by arbitration or mediation	Section 18.1 of the Franchise Agreement	Except for disputes over the ownership and validity of the Trademarks and actions by us for injunctive relief and subject to state law, all disputes are subject to binding arbitration in Michigan.
v. Choice of forum	Section 18.4 of Franchise Agreement	Litigation must be where our principal place of business is located at the time of filing (subject to state law).
w. Choice of law	Section 18.3 of Franchise Agreement	Michigan law applies (subject to state law).

Provision	Section in Area Development Agreement	Summary
		Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 21	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of the <u>Franchise Disclosure Document</u> and <u>franchise other agreements</u> may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in the county of our principal place of business.
v. Choice of forum	Section 23.2	Subject to state law, any litigation must be pursued in courts located in the county of our principal place of business at the time the action is filed.
w. Choice of law	Section 23.1	Subject to state law, Michigan law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States, except that the Michigan Franchise Investment Law does not apply to you unless you are a resident of the state of Michigan or your

**Table No. 5**  
**Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed But Outlets Not Yet Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Michigan	0	0	1
Florida	0	1	0
Illinois	0	1	0
North Carolina	0	1	0
<b>Totals</b>	<b>0</b>	<b>3</b>	<b>1</b>

We did not begin offering franchises until October 2023. The numbers reflected in the tables in this Item refer to Stores operated by our affiliate (Company-Owned) or Stores operated by our franchisees (Franchised).

The information in the tables is as of December 31<sup>st</sup> of each year.

The names, addresses, and telephone numbers of all Jabal Coffee House franchisees as of the date of the Franchise Disclosure Document are listed on Exhibit G. A list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the calendar year 2023 or who has not communicated with us within ten weeks of our application date (or the date of this Franchise Disclosure Document, if this Franchise Disclosure Document is not for use in a state requiring registration of franchises) is attached as Exhibit H. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not had franchisees sign confidentiality clauses within the last three fiscal years. In some instances, current and former franchisees may be asked to sign provisions restricting their ability to speak openly about their experience with our franchise system. 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.

At this time there are no trademark-specific franchisee organizations associated with our franchise system that have been created, sponsored or endorsed by us or that have asked to be included in our Franchise Disclosure Document.

### **ITEM 21—FINANCIAL STATEMENTS**

Our unaudited balance sheet and income statement as of July 31, 2024, Our audited balance sheet as of December 31, 2023, audited opening balance sheet as of December 31, 2023, unaudited statements of members equity, cash flows, and operations as of December 31, 2023, and unaudited opening balance sheet as of October 2, 2023 are attached as Exhibit I. We have not been in business for three years, so we are not able to provide the financial statements normally required, which includes balance sheets for the previous two fiscal years and statements of operations, stockholders' equity and cash flows for the previous three fiscal years.

**STATE SPECIFIC ADDENDA TO AREA DEVELOPMENT AGREEMENT  
ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT  
FOR JABAL COFFEE HOUSE FRANCHISING, LLC**

**FOR THE STATE OF CALIFORNIA**

The Jabal Coffee House Franchising, LLC Area Development Agreement between \_\_\_\_\_ (“Developer” or “You”) and Jabal Coffee House Franchising, LLC, a Michigan limited liability company (“Franchisor,” “we” or “us”) dated \_\_\_\_\_, 20\_\_ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the requirements of the California Franchise Investment Law, Cal Corp Code §§31000-31516 and the California Franchise Relations Act, Cal Bus And Prof Code §§20000-20043, the Area Development Agreement for Jabal Coffee House Franchising, LLC is amended as follows:
  - The California Franchise Relations Act provides you rights concerning termination or non-renewal of the Area Development Agreement, which may supersede provisions in the Area Development Agreement, specifically Sections 10 and 19.
  - Section 10.01, which terminates the Franchise Agreement upon the bankruptcy of Franchise Owner, may not be enforceable under federal bankruptcy law (11 USC Section 101, *et. seq*).
  - The Area Development Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of Action arising under California law.
  - The Area Development Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.
  - Section 11.E. of the Area Development Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
  - Section 19 requires binding arbitration. The arbitration will occur at the forum indicated in Section 19.C., with the costs being borne by the non-prevailing party. Prospective Developers are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.
2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the

inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. The State of California Department of Financial Protection and Innovation has determined that we, the Franchisor, have not demonstrated we adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has required us to deposit \$50,000 into our bank accounts and sign an undertaking that we will maintain \$20,000 in our bank accounts during our registration period.

~~2.4.~~ To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.



The URL address for the JABAL COFFEE HOUSE FRANCHISING, LLC Website is [www.jabalcoffeehouse.com](http://www.jabalcoffeehouse.com). OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

(g) No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

(h) The State of California Department of Financial Protection and Innovation has determined that we, the Franchisor, have not demonstrated we adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has required us to deposit \$50,000 into our bank accounts and sign an undertaking that we will maintain \$20,000 in our bank accounts during our registration period.

## **CONNECTICUT**

1. The following is in addition to the disclosure in Item 5 of the Franchise Disclosure Document:

Pursuant to Section 36b-63(c)(23) of the Connecticut Business Opportunity Investment Act, if the Franchisor fails to deliver the products equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the Franchisor in writing and demand that the contract be cancelled.

### **Risk Factors**

2. Pursuant to Section 36b-63(c)(27) of the Connecticut Business Opportunity Investment Act, the following are in addition to the Special Risk Factors to Consider about this Franchise.

- a. Franchisor has a limited operating history and is unable to disclose financial information of the Franchisor for the previous three years. See Item 21 of the Franchise Disclosure Document for more details.
- b. The nature of the business in which the Franchisor is engaged in described in Item 1 of the Franchise Disclosure Document.
- c. Any adverse background information regarding executive officers and directors of the Franchisor, including prior business failures, criminal convictions, or personal adjudications of bankruptcy, if any, can be found in Items 2, 3, and 4 of the Franchise Disclosure Document.
- d. The Franchisor's affiliate, Jabal Coffee Dearborn, LLC, has a limited operating history in the coffee industry, having opened the first Jabal Coffee House in November 2023.
- e. There are no customers, the loss of any one of whom would have a material adverse effect on the Franchisor.

**UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW IN ANY COURT OF COMPETENT JURISDICTION IN MARYLAND.**

**ANY CLAIM ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW MUST BE BROUGHT WITHIN THREE YEARS AFTER THE GRANT OF THE FRANCHISE.**

**MINNESOTA**

1. The following is in addition to the disclosures in Item 5 of the Franchise Disclosure Document: franchisee's payment of the initial franchisee fee will be deferred until franchisee has opened for business.

2. The following is in addition to the disclosures in Item 13 of the Franchise Disclosure Document: the franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

3. The following is in addition to the disclosures in Items ~~13 and~~ 17 of the Franchise Disclosure Document:

(a) MINN. STAT. SECTION 80C.21 and MINNESOTA RULES 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce: (1) any of the franchisee's rights as provided for in MINN. STAT. CHAPTER 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) With respect to franchises governed by Minnesota law, the franchisor will comply with MINN. STAT. SECTION 80C.14 SUBD. 3-5, which require (except in certain specified cases):

(i) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and

(ii) that consent to the transfer of the franchise will not be unreasonably withheld.

(c) MINNESOTA RULES 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release, other than with respect to the voluntary settlement of disputes between us.

(d) The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See MINNESOTA RULES 2860.4400(J) also, a court will determine if a bond is required.

(e) The Limitations of Claims section of the Franchise Agreement must comply with MINN. STAT. SECTION 80C.17 SUBD. 5.

## **ADDENDUM TO JABAL COFFEE HOUSE FRANCHISING, LLC FRANCHISE AGREEMENT FOR USE IN THE STATE OF CALIFORNIA**

THIS ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and modifies a Franchise Agreement of the same date entered into by JABAL COFFEE HOUSE FRANCHISING, LLC, a Michigan limited liability company (“Franchisor”) and \_\_\_\_\_ (“Franchisee”). In this Addendum, “we,” “us,” and “our” refers to Franchisor and “you” and “your” refers to Franchisee.

1. In recognition of the requirements of the California Franchise Investment Law, Cal Corp Code §§31000-31516 and the California Franchise Relations Act, Cal Bus And Prof Code §§20000-20043, the Franchise Agreement for Jabal Coffee House Franchising, LLC is amended as follows:

- The California Franchise Relations Act provides you rights concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement.
- Section 15.04, which terminates the Franchise Agreement upon your bankruptcy, may not be enforceable under federal bankruptcy law (11 USC Section 101, et. seq).
- Section 13.2. of the Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.
- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.
- The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.
- Section 18.1 requires binding arbitration. The arbitration will occur at the forum indicated in Section 18.1, with the costs being borne by you if we substantially prevail. You are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. The State of California Department of Financial Protection and Innovation has determined that we, the Franchisor, have not demonstrated we adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has required us to deposit \$50,000 into our bank accounts and sign an undertaking that we will maintain \$20,000 in our bank accounts during our registration period.

4. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

JABAL COFFEE HOUSE FRANCHISING,  
LLC

\_\_\_\_\_ FRANCHISEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

5. Injunctive Relief. Section 18.5 of the Franchise Agreement is modified to read as follows:

We will have the right to request specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary or permanent injunctions or other equitable relief. We will have the right to request injunctive relief to prevent you from engaging in the following acts, which you acknowledge would cause irreparable harm to us: (a) using any of the rights granted by this Agreement in any manner not authorized in this Agreement; (b) engaging in operations in violation of the in-term or post-term restrictions on competition in Article 13; (c) disclosing to any person or using our trade secrets or confidential information in violation of the terms of this Agreement; (d) transferring or assigning this Agreement or the assets of the Franchise Business without complying with this Agreement; (e) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (f) significantly impairing our goodwill. Our rights to obtain injunctive relief are in addition to all other remedies available to us under applicable law.

6. Limitation of Claims. Section 18.8 of the Franchise Agreement is deleted.

7. Initial Franchise Fees: Your payment of initial franchise fees will be deferred until you open for business.

8. Trademarks. We will protect your rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our name. Minnesota considers it unfair to not protect your right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

9. Questionnaire. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat., §§ 80C.01 through 80C.22, and the Rules and Regulations promulgated under the Act by the Minnesota Commissioner of Commerce, Minn. Rule §§ 2860.0100 through 2860.9930, are met independently without reference to this Addendum.

JABAL COFFEE HOUSE FRANCHISING,  
LLC

\_\_\_\_\_  
FRANCHISEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_