

**ADDENDUM TO JBR FRANCHISE CO DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

1. Items 5 and 7 - Payment of all initial fees payable under the Franchise Agreement, and/or Area Development Agreement is deferred until JBR Franchise Co has satisfied its pre-opening obligations to you under the Franchise Agreement and/or Area Development Agreement and your Jeff's Bagel Run Store opens to the public.

2. ~~1~~ Item 13, "Trademarks," shall be amended by the addition of the following:

We will indemnify you for all costs and expenses you incur in any action or proceeding brought against you by any third party as a result of your authorized use of our trademarks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 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 agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, 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.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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 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 with the franchise.

**ADDENDUM TO JBR FRANCHISE CO FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA**

THIS ADDENDUM is entered into as of \_\_\_\_\_, 20\_\_\_\_ between JBR Franchise Co, a Florida corporation (“Company”), and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”), with reference to the following:

~~1.~~ Company and Franchisee have entered into a JBR Franchise Co Franchise Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, (the “Franchise Agreement”).

~~2.~~ The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

1. [Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Section 5.1 thereof, Franchisee shall pay the Initial Franchise Fee to Company when Company has fulfilled its initial obligations to Franchisee and Franchisee’s Jeff’s Bagel Run Store opens to the public.](#)

2. ~~1.~~ Minnesota Statutes, Section 80C.21 and Minnesota Rule 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 agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

3. ~~2.~~ With respect to franchises governed by Minnesota law, Company will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, 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.

4. ~~3.~~ Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Sections 3.4.5, 13.2.3, and 13.4.1 thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the Minnesota Franchise Act.

5. ~~4.~~ Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a jury trial. The provision in Section 19.14 of the Franchise Agreement waiving your rights to a jury trial is hereby deleted and shall have no force or effect.

6. ~~5.~~ Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particularly Section 11.5 thereof, Company will indemnify Franchisee for all costs and expenses it incurs in any action or proceeding brought against Franchisee by any third party as a result of Franchisee’s authorized use of Company’s trademarks.

7. ~~6.~~ Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

8. ~~7.~~ The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

9. ~~8.~~ 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 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 with the franchise.

[SIGNATURE PAGE FOLLOWS]

THE UNAUDITED FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

# JBR FRANCHISE CO

## Balance Sheet

As of June 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
JBR FRANCHISE CO (5660) - 1	7,663.72
<b>Total Bank Accounts</b>	<b>\$7,663.72</b>
Other Current Assets	
Inventory Asset	7,011.67
<b>Total Other Current Assets</b>	<b>\$7,011.67</b>
<b>Total Current Assets</b>	<b>\$14,675.39</b>
Fixed Assets	
Intangible Assets	300,028.00
Tools, machinery, and equipment	0.00
<b>Total Fixed Assets</b>	<b>\$300,028.00</b>
<b>TOTAL ASSETS</b>	<b>\$314,703.39</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	\$22,060.02
Other Current Liabilities	\$1,955,221.71
<b>Total Current Liabilities</b>	<b>\$1,977,281.73</b>
Long-Term Liabilities	\$0.00
<b>Total Liabilities</b>	<b>\$1,977,281.73</b>
Equity	\$ -1,662,578.34
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$314,703.39</b>

# JBR FRANCHISE CO

## Profit and Loss January - June, 2024

	TOTAL
Income	
Sales	20,000.00
<b>Total Income</b>	<b>\$20,000.00</b>
GROSS PROFIT	<b>\$20,000.00</b>
Expenses	
Advertising & marketing	36,819.92
Business licenses	150.00
Contract labor	29,710.80
Insurance	12,946.67
Legal & accounting services	90,489.54
Meals	367.92
Office expenses	23,021.50
Software & apps	52,802.61
<b>Total Office expenses</b>	<b>75,824.11</b>
Payroll expenses	91.81
Taxes	70,467.77
Wages	870,548.16
<b>Total Payroll expenses</b>	<b>941,107.74</b>
Reimbursements	0.00
Stripe Fees	19,451.84
Travel	2,150.48
Uber Fee	1,229.13
<b>Total Expenses</b>	<b>\$1,210,248.15</b>
NET OPERATING INCOME	<b>\$ -1,190,248.15</b>
NET INCOME	<b>\$ -1,190,248.15</b>