



JAMBA JUICE FRANCHISOR SPV LLC
A Delaware limited liability company
5620 Glenridge Drive NE
Atlanta, GA 30342
(404) 255-3250
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®

FRANCHISE DISCLOSURE DOCUMENT

You will operate a Jamba® branded store featuring a wide variety of fresh, blended-to-order smoothies and other cold or hot beverages and offering fresh squeezed juices and portable food items for snacks and meals (a “Store”). There are five types of Stores: a Traditional Store, a Non-Traditional Store, and an Auntie Anne’s Co-Branded Store (each term is defined in Item 1).

The total investment necessary to begin operation of a Jamba franchise ranges from \$529,750 to \$864,750 for a Traditional Store without a drive-thru. This includes \$35,727 to \$58,169 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Jamba franchise ranges from \$568,750 to \$1,013,050 for a Traditional Store with a drive-thru. This includes \$35,727 to \$58,169 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Jamba franchise ranges from \$242,950 to \$739,250 for a Non-Traditional Store. This includes \$35,727 to \$58,169 that must be paid to us or our affiliates. The total investment necessary to begin operation of an Auntie Anne’s Co-Branded Store is \$593,575 to \$1,143,500. This includes \$71,227 to \$111,069 that must be paid to us or our affiliates.

The total investment necessary to acquire the right to develop multiple Jamba franchises under a Multi-Unit Addendum is \$106,500 to \$355,000, if you commit to develop three to 10 Traditional Stores (excluding any costs associated with developing individual Stores). This includes \$106,500 to \$355,000 that must be paid to us or our affiliates.

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 governmental 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 our sales department at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and 1-800-227-8353 or requests@jamba.com.

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 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 (“FTC”). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. 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.

The issuance date of this Franchise Disclosure Document is March 29, 2024.

franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, 2023, there were 234 franchised and 47 affiliate-owned School of Rock schools in the United States.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

Franchise Offering and Agreements

We offer franchises to operate a Jamba[®] Store. Jamba[®] Stores feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages, and offer fresh squeezed juices, and portable food items to customers who come for snacks and light meals, including breakfast, lunch, dinner, and dessert. As a complement to our smoothies and other specialty beverages, many Stores offer an expanded menu of food and beverage items, including: fruit bowls, hot oatmeal made with steel cut oats, breakfast wraps, sandwiches, flatbreads, and a variety of baked goods and snacks. We have continued to expand the reach and scope of Jamba[®] product offerings, including our fresh juice products. We may require you to offer additional new food and beverage items in the future.

This Disclosure Document describes franchises for the following Store formats (all of which are collectively referred to as Stores):

- A **“Traditional Store”** is a Store located in urban in-line locations, free-standing buildings, and other locations that exist primarily as a Jamba[®] Store. If you will operate a Traditional Store, you will sign the Jamba Juice Franchise Agreement attached as Exhibit B to this Disclosure Document (the **“Franchise Agreement”**). The two available formats for a Traditional Store include a Traditional Store with a drive-thru and a Traditional Store without a drive-thru.
- A **“Non-Traditional Store”** is a Store located in a Non-traditional Location. **“Non-Traditional Locations”** include limited access and captive audience facilities, concession departments, and other types of institutional account locations, which may include: (i) airports, train stations, toll road plazas, highway rest areas, ferry terminals, bus stations, and other public transportation facilities, (ii) stadiums, arenas, sports venues, theme parks or centers, casinos, convention centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (iii) travel centers, gasoline service stations, and convenience stores, (iv) health clubs, (v) big box retail stores (such as mass merchandisers), (vi) retail stores that offers to the general public a broad line of grocery products, including meat, dairy, produce and other fresh and pre-packaged food products, household goods and related items, (vii) food courts, (viii) hospitals and other health care facilities, (ix) university and college campuses, (x) schools and education facilities, (xi) military bases, (xii) retail centers (enclosed or open), including outlet malls, with aggregate gross leasable area in excess of 350,000 square feet, and (xiii) office buildings, business complexes, condominiums, dormitories, other high-density locations, and other similar atypical locations. If you operate a Non-Traditional Store, you will sign our standard Franchise Agreement.

businesses. We operate in an intensely and increasingly competitive market for smoothies, fresh-squeezed juices, and alternative choices for meals and snacks, which is rapidly changing. There are local, regional, and national competitors (including both local businesses and other chain vendors, some of which may have more locations or longer operating histories than our Stores) that also specialize in smoothies and fresh-squeezed juices, and others may enter the market. We also have local, regional, and national competitors that offer different or more generalized offerings. Stores are operated year-round, although demand fluctuates significantly during the year.

The retail food service business is highly competitive with respect to concept, price, location, food quality, and service. There also is significant competition for suitable commercial real estate sites and personnel, including management personnel.

You may also compete with the distribution and sale of Jamba® branded products through other outlets and sales channels. We may sell, or license affiliates or third parties to sell, Jamba® branded products (including products that you are likely to sell in your Store) (i) at wholesale to restaurants and retail stores (including grocery stores, convenience stores, club stores, and other outlets) that may be located anywhere, (ii) through non-traditional outlets, (iii) through mail order and Internet sales, (iv) through Delivery Kitchens (as defined in Item 12), or (v) through other company-owned or franchised Stores. You will not be entitled to additional rights or compensation in any of these cases. See Item 12 for details regarding our reserved rights.

Government Regulation and Certain Factors Affecting the Restaurant Industry

You must comply with all federal, state, and local laws and regulations applicable to businesses generally, including, without limitation, laws and regulations related to workers' compensation, occupational health and safety, minimum wage, overtime, working conditions, discrimination, sexual harassment, tax, environmental protection, citizenship and/or immigration status (including laws requiring verification of status through the Department of Homeland Security's E-Verify program), and reasonable accommodations for employees and customers with disabilities (including the Americans with Disabilities Act).

You must ensure that your computerized point-of-sale system (the "POS System") or your credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry Data Security Standards ("PCI-DSS"). You also must comply with all applicable federal and state laws and regulations relating to the collection, use, and security of personal information and comply with any privacy policies or data protection and breach response policies we periodically may establish.

Various federal agencies, including the U.S. Food and Drug Administration and the U.S. Department of Agriculture, and state and local health and sanitation agencies have regulations for the preparation of food and the condition of restaurants and food service facilities. You must comply with all federal, state, and local laws and regulations applicable to restaurants and food service facilities, including, without limitation, licensing, health, sanitation, menu labeling, food preparation and packaging, smoking, safety, fire, and other matters. Some jurisdictions may require franchisees to obtain restaurant, business, occupational, food products, health, and miscellaneous licenses. Some jurisdictions may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT:

TRADITIONAL STORE WITHOUT A DRIVE THRU

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee ¹	\$35,500	\$35,500	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs ²	\$260,000	\$400,000	As incurred	Before opening	Contractors
Permitting ³	\$500	\$17,500	As incurred	Before opening	Government agencies
Equipment Package ⁴	\$142,000	\$175,000	Lump sum	Before opening	Vendors
Millwork ⁵	\$11,300	\$17,000	As incurred	Before opening	Contractors
Furniture ⁶	\$400	\$6,050	As incurred	Before opening	Vendors
Menu Board, Graphics, and Interior Signage ⁷	\$2,100	\$10,000	As incurred	Before opening	Vendors
Exterior Signage ⁸	\$6,500	\$15,800	Lump sum	Before opening	Vendors
Computer System ⁹	\$8,600	\$24,000	As incurred	Before opening	Vendors
Smallwares ¹⁰	\$4,000	\$5,500	As incurred	Before opening	Vendors
TV/Music ¹¹	\$0	\$3,600	As incurred	Before opening	Vendors
Architect/Engineer ¹²	\$6,200	\$19,000	As incurred	Before opening	Architect
Rent ¹³	\$4,000	\$10,000	Monthly	As arranged	Lessors
Grand Opening Marketing ¹⁴	\$10,000	\$12,000	As incurred	Before opening	Vendors or Us
Legal and Accounting Fees ¹⁵	\$5,000	\$10,000	As incurred	Before opening	Lawyers and accountants
Insurance ¹⁶	\$1,550	\$8,100	As incurred	Before opening	Insurance companies

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Misc. Opening Costs/Office Supplies ¹⁷	\$9,000	\$14,000	As incurred	Before opening	Vendors
Security Deposits ¹⁸	\$0	\$15,000	As incurred	As incurred	Utility companies; lessors
Management Training Program Fee ¹⁹	\$0	\$2,500	As incurred	As incurred	Us
Travel and Living Expenses during Training ¹⁹	\$3,100	\$5,100	As incurred	Before opening	Airlines, hotels and restaurants
On-Site Training Fee ²⁰	\$0	\$6,100	As incurred	Before opening	Us
Opening Inventory ²¹	\$5,000	\$10,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months ²²	\$15,000	\$43,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment²³	\$529,750	\$909,250 \$864,750			

YOUR ESTIMATED INITIAL INVESTMENT:

TRADITIONAL STORE WITH A DRIVE THRU

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee ¹	\$35,500	\$35,500	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs ²	\$260,000	\$463,000	As incurred	Before opening	Contractors
Permitting ³	\$500	\$17,500	As incurred	Before opening	Government agencies
Equipment Package ⁴	\$142,000	\$175,000	Lump sum	Before opening	Vendors
Millwork ⁵	\$35,000	\$50,500	As incurred	Before opening	Contractors
Furniture ⁶	\$400	\$6,050	As incurred	Before opening	Vendors
Menu Board, Graphics, and Interior Signage ⁷	\$2,100	\$10,000	As incurred	Before opening	Vendors
Exterior Signage ⁸	\$17,000	\$60,300	Lump sum	Before opening	Vendors

Franchise Agreement to match the term of the Lease for the new location, provided you will be required to pay the Relocation Extension Fee (see Item 6).

ITEM 13 TRADEMARKS

The following is a description of the principal trademarks and service marks that we will license to you. All of the marks listed below are owned by us, have been registered on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”), and have been renewed at the proper time:

Description of Mark	Registration Number	Date Registered
JAMBA	3,367,108	January 8, 2008
JAMBA JUICE	2,014,541	November 5, 1996
	6,991,942	February 28, 2023
	6,991,943	February 28, 2023
	6,991,944	February 28, 2023

~~We have filed all required affidavits for these registered marks. Other Proprietary Marks have been, or may be, applied for or registered with the USPTO. The provisions of the Franchise Agreement apply to any and all other trademarks, service marks, and trade dress authorized and licensed for use by us to you during the term of your Franchise Agreement. Unless we specify otherwise, you will not be authorized to use the Jamba Juice® mark, because we are phasing out the use of this mark in the System. We may specify the other Proprietary Marks that you may use, if any, in writing from time to time. You must comply with the proper use and marking of the Proprietary Marks as we indicate in the Manuals or otherwise. We update the Manuals periodically, and add or delete Proprietary Marks on a continuing basis.~~

~~We are the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with them. All goodwill associated with the Proprietary Marks remains our exclusive property. All usage of the trademarks by you and any goodwill established will inure to our exclusive benefit.~~

There are no agreements currently in effect which significantly limit our rights to use or license the Proprietary Marks. There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court adversely affecting the ownership, use, or licensing of the Proprietary Marks. There is no pending infringement, interference, opposition, or cancellation proceeding, or material litigation, involving Proprietary Marks. There are no currently effective agreements limiting our right to use or license the Proprietary Marks. There are presently no infringing uses known to us that could materially affect your use of the Proprietary Marks listed above in the state in which the Store will be located.

~~Your rights to the Proprietary Marks are derived solely from your Franchise Agreement. You will only use the Proprietary Marks to identify the Store except as we authorize. You have no right to apply for registration of any Proprietary Mark. In using the Proprietary Marks, you must strictly follow our Standards, specifications, requirements, and instructions. You may not use any Mark~~

~~or any words or designations similar to the Proprietary Marks (i) as part of any corporate or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, search engine keyword, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. When your Franchise Agreement expires or terminates, all rights to use the Proprietary Marks will revert to us automatically without payment to you and you will keep no rights in the Proprietary Marks. You may not take any action to question or contest our rights or interest in the Proprietary Marks and the goodwill in the Proprietary Marks.~~

~~If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Proprietary Marks, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Proprietary Marks. You must notify us promptly of any unauthorized use of the Proprietary Marks of which you have knowledge or any challenges by any person or entity to the validity of our ownership of or our right to license others to use any of the Proprietary Marks, including any claims that your use of the Proprietary Marks constitutes infringement or unfair competition. We will take any actions that we deem necessary to protect and defend you against any suit filed or demand made against you challenging the validity of the Proprietary Marks, and we will defend and indemnify you against your loss, cost, or expense related to any such claims. However, we have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement. You may not settle or compromise any of these claims without our written consent. We have the right to control, defend, and settle any claim at our sole expense using our own counsel. You must cooperate with us in the defense. ~~We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement.~~~~

You must comply with our instructions to modify or discontinue use of any Proprietary Mark or to adopt or use additional or substituted Proprietary Marks. We will not be liable to you for any resulting expenses.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We have no patents and no pending patent applications material to the franchise. We claim copyrights on the Manuals (including any supplements); the Recipes; our building designs, architectural renderings, and construction plans; and certain forms, advertisements, images, art, photography, promotional materials, and other written materials that we produce.

You must comply with the proper use and marking of the copyrighted materials as we indicate in the Manuals.

There are no agreements currently in effect that significantly limit your right to use any of our copyrights. Also, there are no currently-effective determinations of the USPTO, Copyright Office (Library of Congress) or any court involving any of our copyrights discussed above. We are unaware of any infringing uses of or superior prior rights to any of our copyrights that could materially affect your use of them in the state in which your Store will be located.

Your obligations and ours to protect your rights to use our copyrights are the same as the obligations for Proprietary Marks described in Item 13.

Proprietary and Confidential Information

During the term of your Franchise Agreement, we or our affiliates will disclose to you, either orally or in writing, non-public information related to the System or information that, by its nature, would reasonably be expected to be held in confidence or kept secret (collectively, “**Confidential Information**”). Confidential Information includes, but is not limited to: (i) the Standards and Manuals; (ii) pricing information and models; (iii) materials describing our franchise network and System; (iv) plans, layouts, designs and specifications for a prototypical Store; (v) our methods of preparing and serving Approved Products, including Recipes; (vi) our sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with our Approved Suppliers; (vii) our training materials; (viii) our marketing plans and development strategies; (ix) the Franchise Agreement and any related schedules, exhibits, attachments or addenda and all terms contained therein; and (x) other information we give to you.

In addition, we or our affiliates may disclose to you Trade Secrets. “**Trade Secrets**” means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the definition of “Trade Secrets,” the following are considered to be Trade Secrets: (i) the composition of our Proprietary Goods; (ii) our Recipes; (iii) advertising, marketing, and public relations strategies; and (iv) our marketing analyses.

You may never, during the term of the Franchise Agreement, any renewal term of the Franchise Agreement, or after the Franchise Agreement expires or is terminated, copy or reveal any of our Confidential Information or Trade Secrets to another person or use it for any other person or business. ~~You may not copy any of our Confidential Information or Trade Secrets or give it to a third party, except as we authorize. These restrictions must be followed even before you open your Store, since you will receive valuable information and training about the System and the operation of the Store before you begin operations.~~

You will require that all persons employed in your Store having access to Confidential Information and Trade Secrets are aware of the confidentiality restrictions set forth in the Franchise Agreement and similarly bind them not to disclose the Confidential Information and Trade Secrets by an agreement as least as restrictive as the terms of the Franchise Agreement.

Innovations

All ideas, concepts, techniques, or materials relating to a Store or the System or derivations or modifications of our intellectual property or any other element of the System (collectively, “**Innovations**”), whether or not protectable intellectual property and whether created by or for you or your Owners, employees, or contractors, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. ~~To the extent any Innovation does not qualify as a work made-for-hire for us, you must assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments, which must be~~

~~assigned to us without us paying any consideration to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Store or otherwise without our prior approval party.~~

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are required to devote your best efforts to the proper and effective operation of the Store. You (if you are an individual) and your Owners (if you are an Entity) are not required to participate in the actual operation of the Store but may, with our consent, serve as the Primary Contact and/or a Manager. However, we do not recommend an investment in a Store for investors interested in an absentee management business.

You must appoint a Primary Contact who will be responsible for, and have decision-making authority regarding, the Store and its operation. You may not appoint, remove, or replace the Primary Contact without our prior written approval. Your Primary Contact may be (but is not required to be) an Owner. Your Primary Contact must successfully complete Primary Contact Training to our satisfaction. We may, in our sole discretion, permit your Primary Contact to serve as a Manager for the Store, provided that it is their full-time job, they otherwise qualify for the position, and they successfully complete the Management Training Program.

You must have at least two Managers that are dedicated to your Store. Your Managers must have day-to-day management responsibility for your Store, exercise on-premises supervision, and personally participate in the direct operation of the Store. Your Managers may be (but are not required to be) an Owner. Your Managers must complete the Management Training Program to our satisfaction. You must inform us in writing of the identity of your Managers and any successors.

If you operate four or more Stores, we may require you to hire one or more additional Managers to serve as a Director of Operations to provide additional support and supervision to multiple Stores. Your Directors of Operations must meet any minimum standards for such position and must complete the Management Training Program and any other training programs that we specify to our satisfaction.

After a Primary Contact's, Manager's, or Director of Operations' death, disability, or termination of employment, you must immediately notify us, and you must designate a successor or acting Primary Contact, Manager or Director of Operations within 30 days. If you fail to do so after receiving from us a default notice with a cure period, we can terminate the Franchise Agreement.

All of your Owners must bind themselves to our restrictive covenants and confidentiality obligations by signing our Personal Covenants Agreement (Schedule B to the Franchise Agreement). You must require all persons affiliated with you to sign a confidentiality agreement to keep our Confidential Information and Trade Secrets confidential (see Item 14).

All of your Owners must sign our Guaranty of Payment and Performance (Schedule C to the Franchise Agreement).

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer in the Store to customers only the Approved Products that we have approved in writing. You must produce and sell all Approved Products we specify, including all menu items,

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchises.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlets you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances. This Item 19 presents information about the financial performance during Fiscal Year 2023 (the fiscal year ended December 31, 2023) of certain Traditional Franchises that were eligible franchises in Fiscal Year 2023. A “**Traditional Franchise**” is a Traditional Store that is operated by a franchisee. An “**eligible franchise**” is a franchise that reported sales in all 53 weeks of Fiscal Year 2023.

This Item 19 does not include data related to (i) Non-Traditional Stores; (ii) food trucks; (iii) Co-Branded Stores; (iv) Traditional Franchises that were not eligible franchises in Fiscal Year 2023; and (v) affiliate-owned Stores. The financial performance and operations of these excluded Stores can vary significantly from the performance and operations of the Traditional Franchises that are represented in this Item 19.

The table below include data for Traditional Stores with a drive-thru, Traditional Stores without a drive-thru, and all Traditional Stores.

AVERAGE NET SALES BY QUARTILE FOR TRADITIONAL FRANCHISES FOR FISCAL YEAR 2023

Quartiles	Average Net Sales	Number and Percentage of Stores Attaining or Exceeding Average Net Sales	Median Net Sales	Lowest Net Sales	Highest Net Sales
Traditional Stores with a Drive-Thru					
<u>Top Quartile</u>	<u>\$1,218,975</u>	<u>4/9 (44%)</u>	<u>\$1,118,160</u>	<u>\$855,226</u>	<u>\$1,818,106</u>
<u>2nd Quartile</u>	<u>\$709,022</u>	<u>4/8 (50%)</u>	<u>\$695,581</u>	<u>\$622,561</u>	<u>\$813,911</u>
<u>3rd Quartile</u>	<u>\$527,420</u>	<u>3/8 (38%)</u>	<u>\$508,444</u>	<u>\$475,328</u>	<u>\$614,240</u>
<u>Bottom Quartile</u>	<u>\$378,005</u>	<u>4/8 (50%)</u>	<u>\$385,548</u>	<u>\$287,958</u>	<u>\$458,860</u>
Total	\$723,829	13/33 (39%)	\$622,561	\$287,958	\$1,818,106
Traditional Stores without a Drive-Thru					
<u>Top Quartile</u>	<u>\$1,079,248</u>	<u>51/126 (40%)</u>	<u>\$1,050,156</u>	<u>\$860,963</u>	<u>\$1,790,948</u>
<u>2nd Quartile</u>	<u>\$759,814</u>	<u>62/125 (50%)</u>	<u>\$753,851</u>	<u>\$673,000</u>	<u>\$854,465</u>
<u>3rd Quartile</u>	<u>\$605,076</u>	<u>64/125 (51%)</u>	<u>\$606,188</u>	<u>\$541,947</u>	<u>\$672,674</u>
<u>Bottom Quartile</u>	<u>\$430,255</u>	<u>75/125 (60%)</u>	<u>\$458,875</u>	<u>\$130,559</u>	<u>\$541,665</u>
Total	\$719,318	211/501 (42%)	\$673,000	\$130,559	\$1,790,948

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Disclosure Document for Jamba Juice Franchisor SPV LLC for the offer of franchises for use in the State of Minnesota is amended to include the following:

1. Item 6, "Other Fees," shall be amended as follows:

We may be limited in the amount of the Insufficient Funds Fee we may charge you as described in Item 6 of this Disclosure Document. The Minnesota Department of Commerce requires us to disclose to you that, currently, the highest such fee permitted under Minnesota Statute 604.113 is \$30.

2. Item 13, "Trademarks," is amended by the addition of the following paragraph immediately:

The Minnesota Department of Commerce requires us to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of our trademark infringes on trademark rights of the third party. We do not indemnify against the consequences of a franchisee's use of our trademark except in accordance with the requirements of the Franchise Agreement; and, as a condition to indemnification, you must: (i) provide prompt notice to us of any such claim; (ii) tender the defense of the claim to us; and (iii) cooperate with us in the defense against the claim. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following paragraph at the end of the Item:

Pursuant to Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our directors, officers, shareholders, and employees, including without limitation claims arising under federal, state, and local laws, rules, and ordinances, excludes claims the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

4. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5, that 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 of non-renewal of the Franchise Agreement, and that we not unreasonably withhold consent to the transfer of the franchise.
5. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring that litigation be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement abrogate or reduce any of your rights provided for in Minnesota

statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses under Minnesota law. Certain liquidated damages clauses are unenforceable.
7. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.