

EXHIBIT B
MULTI-UNIT LICENSE AGREEMENT

MULTI-UNIT LICENSE AGREEMENT

Between

JAMBA JUICE® COMPANY

and

Dated:

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MULTI-UNIT LICENSE AGREEMENT

THIS MULTI-UNIT LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__, (the "Effective Date") by and between **Jamba Juice Company** ("Company"), a California corporation, and _____, a _____ ("Licensee"), with reference to the following facts:

A. Company intends to license certain proprietary and other property rights and interests in and to the "Jamba Juice®" name and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs which Company may from time to time authorize or direct Licensee to use in connection with the operation of Stores (the "Marks").

B. Company has developed and continues to develop a system for the operation of Stores and merchandising of Jamba Juice® Authorized Products, which System features distinctive signs, food recipes, uniforms, and various trade secrets and other confidential information, and in some cases also includes architectural designs, trade dress, uniforms, equipment specifications, layout plans, inventory, record-keeping and marketing techniques (the "System").

C. Licensee desires to open multiple "Jamba Juice®" Stores in a defined geographic area, and Company is willing to grant such right and license in accordance with the terms and upon the conditions contained in this Agreement.

WHEREFORE IT IS AGREED:

I.
GRANT

1.1 Grant.

Upon the terms and subject to the conditions of this Agreement, Company hereby grants to Licensee, and Licensee hereby accepts, the right and obligation, during the Term, to develop "Jamba Juice®" Stores solely at sites located within the Development Market (defined below), in accordance with this Agreement.

1.2 No Trademark License.

No right or license is granted to Licensee hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Company, such right and license being granted solely pursuant to License Agreements executed pursuant to Section 6.1 below.

1.3 Definitions.

In this Agreement the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

1.3.1 Certain Definitions and Applicable Information.

“Director of Operations” means _____, the individual appointed pursuant to and in accordance with Section 6.3.2 as the “Director of Operations”.

“Managing Owner” means _____, the individual appointed pursuant to and in accordance with Section 6.3.1 as “Managing Owner”.

“Multiple” means _____ [INSERT MULTIPLE OF EBITDA – see Section 8.5].

1.3.2 Other Definitions. In this Agreement the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

“Additional Development Notice” shall have the meaning set forth in Section 4.3.

“Additional Development Obligation” shall have the meaning set forth in Section 4.2.

“Affiliate” when used herein in connection with Company or Licensee, includes each Business Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Licensee, as applicable. Without limiting the foregoing, the term “Affiliate” when used herein in connection with Licensee includes any Business Entity more than 50% of whose stock; membership interests; Partnership Rights; or other equity ownership interests (collectively “Equity”) or voting control, is held by person(s) or Business Entities who, jointly or severally, hold more than 50% of the Equity or voting control of Licensee.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the operation of the Store, including all labor, disability, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended from time to time.

“Assets” shall have the meaning set forth in Section 8.5.1.

“Authorized Jamba Juice® Products” means the specific juices, smoothies, snack and other food items and ancillary related products, which may include books, juicers, cups, coolers, hats, t-shirts and novelty items, as specified by Company from time to time in Company’s Manuals, or as otherwise directed by Company in writing, for sale at the Licensee’s Stores, prepared and

served in strict accordance with Company's recipes, standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

"Business Entity" means any limited liability company or partnership, general partnership or limited partnership (each of which shall be referred to as a "Partnership"), and any trust, association, corporation or other entity which is not an individual.

"Closing" shall have the meaning set forth in Section 8.5.2.

"Development Fee" shall have the meaning set forth in Section 5.1

"Development Market" shall mean the geographic area or other defined market designated in Exhibit A hereto.

"Development Period" shall mean each of the time periods during which Licensee shall have the right and obligation to construct, equip, open and thereafter continue to operate Stores in accordance with the Minimum Development Obligation.

"District Manager" shall have the meaning set forth in Section 6.3.3.

"Effective Date" means the date indicated in the first paragraph of this Agreement.

"Force Majeure" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, riot, or other civil disturbances; epidemics; or other forces which Licensee could not by the exercise of due diligence have avoided.

"General Manager" means an individual appointed pursuant to a License Agreement as the "General Manager" of the Store to be operated thereunder.

"Governmental Authority" means and include all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"Grocery Store" means a retail store which offers to the general public a broad line of grocery products, meat, dairy, produce and other fresh and pre-packaged food products, household goods and related items, but excluding convenience stores.

"Initial Fee" shall have the meaning set forth in Section 5.2.1.

"Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP [Transmission Control Protocol/Internet Protocol], or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

“License Agreement” means the form of agreement prescribed by Company and used to grant to Licensee the right to own and operate a single Store in the Development Market, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

“Management Employees” means the Managing Owner, Director of Operations, the District Manager(s), the Certified Trainer(s), each of whom shall have successfully completed the Initial Training Program to Company’s satisfaction.

“Manuals” means Company's Front Line Team Member Training Guide; Jamba Juice® Operations Manuals, Training Manuals and New Store Operating Manual and Support Manual, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary manuals.

“Marks” shall have the meaning set forth in Recital A.

“Minimum Development Obligation” shall mean the Licensee's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Market not less than the cumulative number of Stores set forth in Exhibit “B” hereto within each of the Development Periods and, if applicable, within the geographic areas specified therein.

“Non-Traditional Store” shall mean a Store located within another primary business or in conjunction with other businesses or at institutional settings such as schools, colleges and universities, military and other governmental facilities, hospitals, airports, toll roads, office or in-plant food facilities, Shopping Malls, supermarkets, health clubs, Grocery Stores or convenience stores, some of which may be other fast-food type operations such as food courts and any other venue operated by a master concessionaire or contract food service provider.

“Offering Circular” means the Uniform Franchise Offering Circular or its equivalent as may be required by Applicable Law.

“Option Notice” shall have the meaning set forth in Section 8.5.1.

“Partner” means any partner of a Partnership.

“Partnership Rights” means voting power, property, profits or losses, or partnership interests of a Partner.

“Purchase Price” shall have the meaning set forth in Section 8.5.3.

“Shopping Mall” means any retail center (enclosed or open), including “outlet malls”, with an aggregate rentable square footage in excess of 350,000 square feet.

“Store” means a store or other outlet, whether a Traditional Store or a Non-Traditional Store, operated under Company’s Marks and in accordance with the System pursuant to a validly existing License Agreement and specializing in the sale of Authorized Jamba Juice® Products

for on-premises and off-premises consumption, and from which Authorized Jamba Juice® Products may be delivered for off-premises consumption.

“Store Level EBITDA” means Store-level earnings: (i) after reduction for amounts (a) charged for full “Continuing Royalty” and “Marketing Contribution” (as defined in the applicable License Agreement), (b) spent directly on Store marketing (including the amounts currently set forth in Section 8.1 of the current form of License Agreement), and (c) spent on all Store-level management expenses, including salary, benefits and bonus of Store-level managers but not District Managers or Directors of Operation; and (ii) without reduction for (a) the Initial Fee (as defined in the License Agreements), (b) any one time pre-opening expenses such as training and grand opening events, (c) interest, (d) taxes, (e) depreciation or (f) amortization.

“Term” shall have the meaning set forth in Section 4.1 including any extensions thereof.

“Then-current” as used in this Agreement and applied to the Offering Circular, a License Agreement and a multi-unit license agreement shall mean the form then currently provided by Company to similarly situated prospective multi-unit licensees, or if not then being so provided, then such form selected by the Company in its discretion which previously has been delivered to and executed by a licensee (or a multi-unit licensee, as the case may be) of Company.

“Trade Secrets” means proprietary and confidential information, including recipes, ingredients, specifications, costing procedures, policies, concepts, systems, know-how, plans, strategies, and methods and techniques of operating the Store and producing Authorized Jamba Juice® Products, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Licensee can show was already lawfully in Licensee’s possession before receipt from Company.

“Traditional Store” means a Store other than a Non-Traditional Store.

2.

LICENSEE'S DEVELOPMENT OBLIGATION

2.1 Minimum Development Obligation.

Licensee shall construct, equip, open and thereafter continue to operate at, and only at, Company approved sites within the Development Market not less than the cumulative number of Stores within each of the Development Periods specified in Exhibit “B” in accordance with the Minimum Development Obligation.

2.2 Force Majeure.

2.2.1 Should Licensee be unable to meet the Minimum Development Obligation solely as the result of Force Majeure or by force of Applicable Law (including, but not limited to any legal disability of Company to deliver any Offering Circular required by Applicable Law to be delivered as contemplated by Section 6.1 of this Agreement) (provided

that Licensee continuously complies with Section 2.2.2), which result in the inability of Licensee to construct or operate Store(s) in all or substantially all of the Development Market, and which Licensee could not by the exercise of due diligence have avoided, the Development Periods shall be extended by the amount of time during which such Force Majeure shall exist.

2.2.2 In the event of the occurrence of an event constituting Force Majeure (or other event provided in Section 2.2.1), Licensee shall notify Company in writing within 5 days following commencement of the alleged Force Majeure (or other event) of the specific nature and extent of the Force Majeure (or other event), and how it has impacted Licensee's performance hereunder. Licensee shall continue to provide Company with updates and all information as may be requested by Company, including Licensee's progress and diligence in responding to and overcoming the Force Majeure (or other event).

2.3 Licensee May Exceed Minimum Development Obligation.

During the Term, Licensee may exceed the Minimum Development Obligation subject to Company being reasonably satisfied, that Licensee has the requisite skills, financial resources, management structure, personnel and other capabilities to do so, without jeopardizing Licensee's then existing operations or the additional Store(s) proposed to be developed, or its continuing ability to perform its duties under this Agreement and each of the License Agreements executed pursuant to this Agreement.

3. EXCLUSIVITY

3.1 Exclusivity.

3.1.1 During the Term of this Agreement, subject to Sections 3.1.2 and 3.1.3, Company shall not operate or grant a license or franchise to any other person other than Licensee to operate a Traditional Store located within the Development Market.

3.1.2 Company expressly reserves the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others, to own, operate and franchise or license others (which may include its Affiliates and joint ventures in which it or its Affiliates are participants) to own or operate Traditional Stores at any location which is not included within the Development Market, and Non-Traditional Stores at any location (without regard to its proximity to any Store developed or under development or consideration by Licensee).

3.1.3 In addition, Company expressly reserves the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others, (i) to own or operate and to franchise or license others (which may include its Affiliates and joint ventures in which it or its Affiliates are participants) to own or operate stores which operate under names other than "Jamba Juice®" at any location, and of any type or category whatsoever, and wherever located, and regardless of its proximity to any "Jamba Juice®" Store developed or under development or consideration by

Licensee; (ii) to produce, license, distribute and market "Jamba Juice®" brand named products, and products bearing other marks, including pre-packaged food, snacks and beverage products; books; juicers; clothing, souvenirs and novelty items, at or through any location or outlet, including Grocery Stores and convenience stores (including those which may be located within the Development Market), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, Internet marketing and other distribution methods; and (iii) to advertise and promote the System through any means, including the Internet.

3.2 Licensee hereby waives any right it has, may have, or might in the future have, to oppose Company's exercise of its reserved rights in Sections 3.1.2 and 3.1.3 and any claim for compensation from Company in respect of any and all detriment or loss suffered by Licensee as a result of Company's exercise of such rights.

4. TERM AND RENEWAL

4.1 Term.

The "Term" of this Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with the provisions herein, or extended as provided in Section 4.2, shall continue for a period of five (5) years.

4.2 Limited Additional Development Right.

If Licensee shall determine that it desires to engage in further development of the Development Market after the Term, Licensee shall, not later than 6 months nor more than 12 months prior to the scheduled expiration of the Term, notify Company in writing ("Additional Development Notice") of Licensee's desire to develop additional Stores in the Development Market and a plan for such development over a five year term, setting forth the number of proposed Stores and the deadlines for the development of each of them. This right of additional development by Licensee shall be exercised only in accordance with Section 4.3 and is subject to the conditions set forth in Section 4.4. This Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development.

4.3.1 If Company determines the additional development obligation proposed by the Additional Development Notice is unacceptable, Company and Licensee shall negotiate during the following 60 days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its sole judgment and discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Company, or if Company and Licensee reach agreement on an alternative additional development obligation (the "Additional Development Obligation") within said 60 day period, then Company shall deliver to Licensee a copy of Company's Then-current Offering Circular, if required by Applicable Law, and two copies of the Then-current multi-unit development agreement, which may vary substantially from this Agreement, setting forth the agreed upon Additional Development Obligation. Within 30 days after Licensee's delivery of the said multi-unit development agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Licensee shall execute two copies of the multi-unit development agreement and return them to Company together with the applicable development fee for the Restaurants required by the Additional Development Obligation. If Licensee has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Company will execute the copies and return one fully executed copy to Licensee.

4.3.3 If Company and Developer do not execute a new multi-unit development agreement pursuant to Section 4.3.2, and if Developer has satisfied and continues to satisfy the conditions set forth in Section 4.4.1 through Section 4.4.6 of the Agreement: Company shall not during the one year period following the expiration of the Term execute any agreement with any third party permitting and obligating such party to develop multiple Traditional Stores in the Development Market (i.e. not limited to Non-Traditional Stores) which agreement requires a lesser number of Stores to be developed than the number of Stores called for under the last good-faith development plan and obligation proposed in writing by Developer during the 60 day period described in Section 4.3.1 without first providing Developer a right of first refusal, for at least 30 days and at most 45 days, to execute a multi-unit development agreement upon substantially the same terms as proposed to be executed by the third party (the terms of which agreement may vary substantially from this Agreement).

4.4 Conditions to Exercise of Right of Additional Development

Licensee's right to additional development described in Section 4.2 shall be subject to Licensee's fulfillment of the following conditions precedent:

4.4.1 Licensee (and, if applicable, each of its Affiliates operating Stores within the Development Market) shall have fully performed all of its obligations under this Agreement and all other agreements between Company and Licensee (or the applicable Affiliate), and must not at any time following Licensee's submission of the Additional Development Notice, and until Company executes the multi-unit license agreement described above, be in default of any of its contractual or other legal obligations hereunder.

4.4.2 Neither Licensee or any of its Affiliates operating Stores within the Development Market shall have (i) during the period beginning 6 months prior to Licensee's submission the Additional Development Notice and continuing until Company executes the multi-unit license agreement described above, committed one or more defaults (whether or not notice of such default has been provided to Licensee and whether or not any such default shall have been cured) under the License Agreements for 10% or more of the total number of such

Stores operated by Licensee or any of its Affiliates (determined as of the of the Additional Development Notice); or (ii) during the 12 months prior to Company's acceptance of the proposed additional development obligation, committed, in the aggregate, 6 or more defaults (whether or not notice of such default has been provided to Licensee and whether or not any such default shall have been cured) under the License Agreements for Stores within the Development Market operated by Licensee or any of its Affiliates. For purposes of this Section any act or omission which affects or occurs at multiple Stores (e.g. failure to serve one of the required "Authorized Jamba Juice Products®" at all of the Stores developed hereunder) shall constitute a separate and independent default under each applicable License Agreement.

4.4.3 Licensee shall have demonstrated to Company's satisfaction, Licensee's financial and other capacity to perform the obligations set forth in the proposed new multi-unit license agreement, including Licensee's submission of a comprehensive management plan acceptable to, and accepted by Company, which shall include among other reasonable requirements as may be established by Company, an organization chart and supervisory requirements for the proposed Stores.

4.4.4 Licensee shall continue to operate, in the Development Market, not less than the cumulative number of Stores required by the Minimum Development Obligation.

4.4.5 Licensee shall have executed and delivered to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their respective officers, directors, agents, shareholders, members, managers and employees.

4.4.6 Prior to the expiration of the Term, Company and Licensee shall have executed a new multi-unit development agreement pursuant to Section 4.3.

4.5 Effect of Expiration.

Unless an Additional Development Obligation shall have been agreed upon, and a new multi-unit development agreement shall have been executed by the parties pursuant to Sections 4.2 and 4.3, following the expiration of the initial Term, or the sooner termination of this Agreement, Company, and its Affiliates may construct, equip, open and operate, and license others to construct, equip, open and operate additional Stores at any location, without any restriction, subject to any exclusive territorial rights granted for any then existing "Jamba Juice®" Store pursuant to the applicable individual License Agreement executed for such Store.

5.
PAYMENTS BY LICENSEE

5.1 Development Fee.

Upon the execution of this Agreement, Licensee shall pay in cash or by certified check an amount equal to the sum of \$ _____, representing \$12,500 multiplied by the number of Stores required to be opened during the Term pursuant to the Minimum Development Obligation (the "Development Fee"). The Development Fee shall be deemed fully earned upon the execution hereof, and, subject to Section 5.2.1, shall be non-refundable under any circumstances.

5.2 License Agreements for Each Store.

Notwithstanding the terms of the Then-current form of License Agreement that Licensee shall execute pursuant to Section 6.1 for each Store opened in the Development Market:

5.2.1 Licensee shall pay an initial fee of \$25,000 for each such Store (or \$15,000 for each Store in excess of the total number of Stores required to be opened pursuant to the Minimum Development Obligation), payable upon execution of each License Agreement executed pursuant hereto (the "Initial Fee"), provided that Company shall credit the Development Fee against each Initial Fee (at the rate of \$12,500 per License Agreement until the entire Development Fee has been so credited);

5.2.2 Licensee shall pay a monthly "Continuing Royalty" (as defined in the applicable License Agreement) equal to 5% of "Gross Sales" (as defined in the applicable License Agreement); and

5.2.3 Licensee shall pay a monthly Marketing Contribution (as defined in the applicable License Agreement) equal to 4% of "Gross Sales" in the case of a Traditional Store or a Non-Traditional Store in a Shopping Mall food court, or 2% in the case of a Non-Traditional Store at any location other than a Shopping Mall food court.

6.
EXECUTION OF INDIVIDUAL LICENSE AGREEMENTS

6.1 Site Approval, Submission of Offering Circular, Execution of License Agreement.

6.1.1 Licensee shall notify Company in advance of each site at which Licensee proposes to open a "Jamba Juice®" Store and shall submit to Company such reasonable information regarding the proposed site as Company shall require, in the form which Company shall from time to time require, including, Company's "site approval package". Company may seek such additional information as it deems necessary within 10 days of submission of the

proposed site, and Licensee shall respond promptly to each such request for additional information.

6.1.2 Subject to Section 6.1.3, if Company shall not reject the site in writing within 30 days, the site shall be deemed accepted. Company shall not unreasonably reject any proposed location for any Traditional Store, but among other reasonable grounds, rejection of a proposed location shall be deemed reasonable where acceptance would conflict with or result in a breach of any then pre-existing contractual obligations of the Company. Company may reject any proposed Non-Traditional Store location for any reason in its discretion.

6.1.3 Promptly after acceptance of any site, Company shall deliver two execution copies of the Then-current License Agreement for the accepted site and, if required by Applicable Law, shall transmit to Licensee its then current Offering Circular. Immediately upon receipt of the Offering Circular, Licensee shall return to Company a signed copy of the Acknowledgment of Receipt of the Offering Circular. Not less than 10 business days, nor more than 30 days after Company's delivery of such License Agreement, and Offering Circular (if required), Licensee shall execute and deliver to Company two copies of said License Agreement and pay to the Company the Initial Fee therefor as provided in Section 5.2.1 above.

6.1.4 Company shall, promptly upon receipt of said documents and Initial Fee, execute and return to Licensee one copy of the License Agreement. Licensee shall then commence construction and operation of the Store pursuant to the terms of the License Agreement.

6.1.5 Notwithstanding the foregoing, Company's obligation to deliver copies of its Then-current Offering Circular shall be subject to Company's legal authority to do so, and if Company is not legally able to deliver an Offering Circular to Licensee by reason of any lapse or expiration of its franchise registration, or because Company is in the process of amending any such registration, or for any reason beyond Company's reasonable control, Company may delay approval of the site for Licensee's proposed Store and delivery of its Offering Circular until such time as Company is legally able to deliver an Offering Circular. In no event shall Company be liable to Licensee for any loss, cost or expense occasioned by such delays.

6.2 Condition Precedent To Company's Obligations. Licensee's satisfaction of each of the following conditions shall be a condition precedent to Company's obligations pursuant to Section 6.1.3:

6.2.1 Licensee shall have fully performed all of its obligations under this Agreement at the time of its submission of the applicable site approval package (or other documentation required under Section 6.1.1) and must not at any time following thereafter, and until Company grants its acceptance of the proposed site, be in default of any of its contractual or other legal obligations hereunder.

6.2.2 If Licensee or any of its Affiliates operates one or more Stores within the Development Market, neither Licensee (nor the applicable Affiliate) shall have (i) during the period beginning 6 months prior to Licensee's submission of a site approval package pursuant to Section 6.1.1 and continuing until Company's acceptance or rejection of the proposed site, committed one or more defaults (whether or not notice of such default has been provided to Licensee and whether or not any such default shall have been cured) under the License Agreements for 10% or more of the total number of such Stores operated by Licensee or any of its Affiliates (determined as of the dates of such submission); or (ii) during the 12 months prior to Company's acceptance of the proposed site, committed, in the aggregate, 6 or more defaults (whether or not notice of such default has been provided to Licensee and whether or not any such default shall have been cured) under the License Agreements for Stores within the Development Market operated by Licensee or any of its Affiliates. For purposes of this Section, any act or omission which affects or occurs at multiple Stores (e.g. failure to serve one of the required "Authorized Jamba Juice Products®" at all of the Stores developed hereunder) shall constitute a separate and independent default under each applicable License Agreement.

6.2.3 Licensee shall have demonstrated to Company, in Company's discretion, Licensee's financial and other capacity to perform the obligations set forth in the proposed new License Agreement, including Licensee's submission of a comprehensive management plan acceptable to, and accepted by Company, which shall include among other reasonable requirements as may be established by Company, an organization chart and supervisory requirements for the proposed Store.

6.2.4 Licensee shall continue to operate, in the Development Market, not less than the cumulative number of Stores required by the Minimum Development Obligation to be in operation as of the end of the immediately preceding Development Period.

6.2.5 Licensee (or the applicable Affiliate) who then has a currently effective License Agreement with Company, must sign a general release of any claims they may have against Company, on a form prescribed by Company.

6.3 Managing Owner, Director of Operations and District Manager.

6.3.1 Licensee shall be, or if Licensee is a Business Entity, Licensee shall appoint and retain throughout the Term one Owner who shall be at all times throughout the Term, vested with the authority and responsibility for the overall management of Licensee (the "Managing Owner"). Without limiting the generality of the foregoing, the Managing Owner shall (i) devote his or her full-time and best efforts to operations and development of the Stores to be developed, constructed, opened and operated pursuant to this Agreement; and (ii) be the individual principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement and the Stores developed pursuant hereto. The Managing Owner shall at all times throughout the Term be an individual approved by Company (and subject to subsequent disapproval by Company) and, if Licensee is a Business Entity, shall at all times during the Term own not less than 5% of the Equity of Licensee. Licensee shall furnish to Company such evidence as Company may request

from time to time for the purpose of assuring Company of Licensee's compliance with this section.

6.3.2 At all times throughout the Term and term of each License Agreement executed pursuant hereto, Licensee shall employ and retain one individual (the "Director of Operations"), who may, but need not be, an Owner, approved by Company (and subject to subsequent disapproval by Company) who shall be the "chief operations officer" vested with the authority and responsibility for the day-to-day operations of all Stores owned by Licensee within the Development Market. The Director of Operations shall be responsible for all actions necessary to ensure that such Stores are operated in compliance with this Agreement, all License Agreements therefor and the Manuals. If, during the Term, the Director of Operations, is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of such person), Licensee shall promptly notify Company and designate a replacement within 60 days after the Director of Operations, ceases to serve, such replacement being subject to Company's approval.

6.3.3 Prior to the opening of the 4th Store developed pursuant to this Agreement, Licensee shall employ and thereafter retain a district manager acceptable to Company to supervise Stores on a district or regional basis ("District Manager"). Unless otherwise agreed in writing by Company, Licensee shall appoint at least one additional District Manager acceptable to Company prior to the execution of a License Agreement for the 10th Store in the Development Market, and for each additional 10 Stores thereafter.

6.4 Certain Distribution Costs.

Company shall use diligent and commercially reasonable efforts to establish a distribution system that is reasonably convenient and cost effective for Licensee; provided, however, that Licensee acknowledges that the costs to distribute products to sites opened by Licensee outside California may be higher than in the California market.

7. TRAINING

7.1 Start-Up Training.

At no additional charge, Company shall provide the Initial Training Program at the Company's support center in California, for the initial Managing Owner and initial Director of Operations, which training shall consist of the Initial Training Program described in Section 6.1 of the current form of License Agreement. The Initial Training Program shall consist of 3 to 4 weeks, as determined by Company, of instruction prior to the opening of the first Store and must be completed before Licensee's first Store opens to the public. Licensee may not open its first Store until the Managing Owner, Director of Operations and the General Manager for such Store have all successfully completed to Company's satisfaction all required training.

7.2 District Manager Training.

At no extra charge, Company shall provide the Initial Training Program at the Company's support center in California to Licensee's first District Manager. Each District Manager must complete Company's Initial Training Program to Company's satisfaction before performing any services in connection with any Store.

7.3 "Train the Trainer".

Licensee shall designate a manager or other person acceptable to Company, to be responsible for training Licensee's Store managers and District Managers ("Certified Trainer"), and shall cause Licensee's Certified Trainer to attend and complete the "Train the Trainer" program prior to the opening of Licensee's 4th Store. At no extra charge, Company shall provide the Initial Training Program at the Company's support center in California, to a training director selected by Licensee and acceptable, and approved by, Company, who will be responsible for training the manager and lead of each Store opened pursuant hereto.

7.4 Additional Training.

If at any time following completion of the training contemplated by Sections 7.1, 7.2 or 7.3, any of the Management Employees or other person receiving such training leaves the employ of Licensee, or ceases to be an Owner, as applicable, Licensee must promptly select, subject to Company's approval, a replacement trainee who shall promptly undergo and successfully complete, to Company's satisfaction, the applicable training program. Each such trainee shall have a skill level, training and experience commensurate with the demands of the position. In such event, Licensee shall pay Company's then current charges (as set forth in the Manuals) for any such training performed by Company, at reasonable rates applicable to all similarly situated licensees for training courses provided to new hires and replacement trainees.

7.5 Training Methods and Expenses.

Licensee acknowledges that because of Company's superior skill and knowledge with respect to the training and skill required to manage the Store, its judgment as to whether or not the Licensee or any of the Management Employees have satisfactorily completed such training shall be determined by Company. Company shall determine the contents and manner of conducting the Initial Training Program, District Manager Training Program, and "Train the Trainer" Training Program in its discretion. Licensee shall pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at such training courses. Company shall pay no compensation for any services performed by trainee(s) in connection with any of its training programs. Company may, from time to time, at its discretion, make available to or in certain cases (e.g. prior to a new product roll-out) require, Licensee or its Management Employees, or any of them, to attend additional training courses or programs during the term of this Agreement held on a national or regional basis at locations selected by Company to instruct Licensee with regard to new procedures or programs which Company deems, in its reasonable judgment, to be of major importance to the operation of the Stores by its licensees. Company will

determine, in its discretion, which training courses are optional and which are mandatory. Licensee must pay Company's then current fees for such additional training courses.

8. ASSIGNMENT

8.1 Assignment By Company.

This Agreement is fully transferable by Company, in whole or in part, without the consent of Licensee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to a subsidiary or affiliated entity; (ii) sell its assets, its Marks, or its System outright to a third party; (iii) go public; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Licensee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof).

8.2 No Subfranchising by Licensee.

Licensee shall not offer, sell, or negotiate the sale of "Jamba Juice®" franchises or licenses to any third party, either in Licensee's own name or in the name and on behalf of Company, or otherwise subfranchise, sublicense, subcontract, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Licensee the right to do so.

8.3 Assignment by Licensee.

8.3.1 This Agreement has been entered into by Company in reliance upon and in consideration of the singular in reliance upon the individual or collective character, reputation, skill, attitude, business ability, and financial capacity of Licensee or, if applicable, its Owners who will actively and substantially participate in the development, ownership and operation of the Stores. Therefore, neither Licensee's interest in this Agreement nor any of its rights or privileges shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, in any manner (an "Assignment"), without the prior written consent of Company (which it may grant or withhold in its discretion).

8.3.2 Each of the following shall be deemed to be an Assignment of this Agreement: (i) the transfer of fifty percent (50%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Licensee, by operation of Applicable Law or otherwise; and (ii) the issuance of any securities by Licensee which itself or in combination with any other transaction(s) results in the Owners existing as of the Effective Date, as applicable, owning fifty percent (50%) or less of the Equity or voting power of Licensee as constituted as of

the date hereof; (iii) the death or legal incapacity of any Owner owning fifty percent (50%) or more of the Equity or voting power of Licensee; (iv) any merger, stock redemption, consolidation, reorganization or recapitalization involving Licensee, or the amendment of the articles, bylaws or operating agreement of Licensee so as to transfer control of the Licensee to a person or Business Entity other than Licensee; and (v) any other event(s) or transaction(s) which has the effect of changing management control of Licensee.

8.3.3 Licensee shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of Company, which permission may be withheld for any reason whatsoever in Company's judgment.

8.4 Individual License Agreements.

8.4.1 Licensee shall not execute any License Agreement, or construct or equip any Store with the intent of transferring or assigning such License Agreement or Store. Without limiting the generality of Section 8.3.1, during the Term, this Agreement may not be transferred or assigned without a simultaneous assignment to the same assignee of all License Agreements executed pursuant hereto.

8.4.2 Without limiting the generality of Section 8.3.1, each License Agreement executed pursuant hereto shall provide, in addition to all other then current conditions to assignment, that (a) until the 10th anniversary of the Effective Date of this Agreement, it may not be transferred or assigned without a simultaneous assignment to the same assignee of all then existing License Agreements executed pursuant hereto (and all of the assets of the Stores developed and under development pursuant thereto), and if this Agreement (or any successor multi-unit development agreement(s) executed for the Development Market, in whole or in part) is then in effect, without a simultaneous assignment to the same assignee of this Agreement (or such successor agreement); and (b) following the 10th anniversary of the Effective Date of this Agreement, the License Agreement may not be transferred or assigned without a simultaneous assignment to the same assignee of all then existing License Agreements executed pursuant hereto for Stores which are located in the same DMA (as defined from time to time by A. C. Nielsen Company), and if the proposed transfer does not include a transfer of all License Agreements executed pursuant hereto to the same assignee, then the License Agreement(s) may not be assigned unless this Agreement (or any such successor multi-unit development agreement) is terminated simultaneously with such transfer or assignment by mutual consent of Company and Licensee.

8.5 Purchase Option.

8.5.1 Company shall have the right and option, but not the obligation, exercisable at any time between the 5th and 7th anniversary of the Effective Date hereof, in Company's discretion, upon 30 days prior written notice to Licensee of Company's intent to exercise said option (the "Option Notice"), to purchase all of the Licensee's rights and interests in this Agreement and any or all of the License Agreements executed pursuant hereto together with all of the assets of such Stores, including all equipment, inventory, leasehold interests and

improvements and favorable rights and covenants pertaining to such Stores, and any other materials, equipment or supplies bearing Company's Marks, free and clear of all liens, encumbrances and liabilities (the "Assets"). If Company elects to purchase less than all of the Stores within the Development Market, Licensee may require Company (subject to Company's right to withdraw its option to purchase any or all of the Stores and purchase none of the Stores) to purchase all of Licensee's Stores within the Development Market if, within 7 days following Licensee's receipt of the Option Notice, Licensee shall send written notice (the "Counter Notice") to Company stating Licensee's election to sell all of the Stores within the Development Market to Company. Within 7 days following Company's receipt of the Counter Notice, Company shall send Licensee written notice of its desire to purchase all of the Stores within the Development Market or withdrawing its exercise of the option to purchase some or all of the Stores.

8.5.2 The Purchase Price will be paid in cash to Licensee at the closing (the "Closing") of such purchase which will occur, unless otherwise mutually agreed by the parties, no less than 60 days from the date of Company's Option Notice to Licensee, or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the Closing, Licensee shall cause its Owners to execute and deliver all documents necessary to vest title in the Assets and leasehold interests free and clear of all liens, encumbrances and liabilities. Company reserves the right to assign its said option or designate a substitute purchaser. Licensee shall require each of its Owners to agree that if such Owner does not execute and deliver any required documents to effectuate the purposes of this Section 8.5, each such Owner shall irrevocably appoint Licensee as its lawful attorney-in-fact with full power and authority to execute and deliver in its name all such required documents.

8.5.3 The purchase price of the Assets shall be equal to (i) the product of (a) aggregate Store Level EBITDA for the 12 full months prior to the date of the Option Notice for all Stores to be purchased hereunder which have been open and continuously operating to the public in conformity with the applicable License Agreement for such Store for more than 12 months (as of the date of the Option Notice), multiplied by (b) the EBITDA Multiple, plus (ii) for all Stores to be purchased hereunder which have been open and continuously operating to the public in conformity with the applicable License Agreement for such Store for less than 12 months (as of the date of the Option Notice), Licensee's actual cost of construction plus Licensee's actual and necessary grand opening costs (collectively, the "Purchase Price"). The Purchase Price shall be reduced by the amount of any debts or liabilities which Company may assume in its discretion. Store Level EBITDA shall be determined exclusively by using Licensee's financial statements, which financial statements shall have been prepared in accordance with U.S. generally accepted accounting principles which have been consistently applied and shall have been certified by the chief financial officer of Licensee (or Licensee, if an individual) as true, correct and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records of Licensee in accordance with Section 10.3 of the License Agreements, or the corresponding provision of any successor agreement. If such audit or other investigation reveals any inaccuracy, then Company, in addition to all other rights and remedies, shall have the right to revise the Purchase Price or withdraw the Option Notice, and in which case the purchase option described herein shall be reinstated.

8.5.4 The purchase option shall survive the expiration or termination of the Agreement and any transferee or assignee of any of the License Agreements executed pursuant hereto shall take such transfer or assignment subject to the terms and conditions of this Section 8.5. Upon any Assignment under this Agreement or any or all License Agreements for Stores developed hereunder, the assignee and/or transferee shall assume and continue to be subject to the purchase option contained in this Section 8.5. To the extent that any transferee or assignee may acquire less than all of the Stores developed or to be developed under this Agreement, then the terms and conditions of Section 8.5 assumed by such assignee or transferee shall be amended to provide for a separate option relating only to the assumed or transferred Stores.

9.

NON-COMPETITION AND TRADE SECRETS

9.1 Non-Competition.

9.1.1. Subject to the exceptions, if any, explicitly set forth in Exhibit C which is annexed hereto and by this reference made a part hereof, during the term hereof, neither Licensee, any Affiliate of Licensee, nor any officer, director (or similar individual) or Owner of either of them, shall either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in the production or sale at retail or wholesale of any smoothie or fresh or frozen fruit juice-type product or any other items featured by "Jamba Juice®" Stores, wherever located, whether located within or outside the Development Market unless Company shall consent thereto in writing.

9.1.2 To the extent permitted by Applicable Law, during the two (2) year period after (a) the expiration, termination or non-renewal hereof, for any reason, or (b) any Assignment, neither Licensee nor Assignor shall, either directly or indirectly, in any capacity whatsoever, either directly or indirectly, engage in the production or sale at retail of any type of smoothie or fresh or frozen fruit juice-type product or any other featured item authorized by Company at the time of expiration, termination, non-renewal, or Assignment, or have any employment or interest in any business engaged in the production or sale at retail of any such products, at a site within the Development Market or within 5 miles of any other Store then existing, unless Company gives its prior written consent (and except for another Store). For purposes hereof, the term "Assignor" shall include each Owner and Affiliate, and each officer, director (and any individual serving in similar capacity) of each Owner and Affiliate, who is involved in the Assignment. In applying for such consent, Licensee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other licensees of the Company.

9.2 Trade Secrets.

9.2.1 Company possesses and continues to develop, and during the course of the relationship established hereunder, Licensee shall have access to certain of the

Company's Trade Secrets. Company will disclose certain of its Trade Secrets to Licensee in the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, and through the Company's training program and other guidance and management assistance, and in performing Company's other obligations and exercising Company's rights under this Agreement.

9.2.2 Licensee shall acquire no interest in the Trade Secrets and shall have no right to use them other than pursuant to a validly executed License Agreement. Licensee shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with its rights and obligations under a validly executed License Agreement; (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term of this Agreement; (iii) make no unauthorized copy of any materials containing in whole or in part the Trade Secrets; and (iv) operate and implement all reasonable procedures prescribed from time to time by Company to prevent unauthorized use and disclosure of the Trade Secrets, including without limitation, restrictions on disclosure to employees and use of non-disclosure and non-competition provisions as Company prescribes in employment agreements with employees who may have access to the Trade Secrets. Promptly upon Company's request, Licensee shall deliver executed copies of such agreements to Company. If Licensee has any reason to believe that any employee has violated the provisions of the confidentiality and noncompetition agreement, Licensee shall promptly notify Company and shall cooperate with Company to protect Company against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the reasonable judgment of Company, such action is necessary or advisable.

9.2.3 In view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a breach of the covenants and agreements set forth herein in connection with these matters, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of California and the U.S. federal courts sitting in San Francisco, California for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in San Francisco, California.

9.3 Modification.

The parties have attempted in Sections 9.1 and 9.2 above to limit the Licensee's right to compete only to the extent necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 9.1 or 9.2 is disputed at any time by Licensee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, the Company reserves the right to reduce the scope of either, or both, of said provisions without Licensee's consent, at any time or times, effective immediately upon notice to Licensee.

9.4 Licensee's Affiliates. For purposes of this Article only, "Licensee" and "Assignor" shall mean and include the individual Licensee and Licensee's spouse and minor children if Licensee is an individual, and its Owners and Affiliates, and their respective officers and directors (or other individuals serving in similar capacity) if Licensee is a Business Entity. In no event shall the term "Licensee" or "Assignor" refer to Company or any of its direct or indirect Owners or subsidiaries, or the officers or directors of any of them, even if Company owns an equity or other pecuniary interest in Licensee.

10. TERMINATION

10.1 Termination Pursuant to a Material Breach of This Agreement.

Subject to Applicable Law to the contrary, this Agreement may be terminated by Company in the event of any material breach by Licensee of this Agreement, unless such default is cured by Licensee within 30 days following written notice of the default; provided that the following defaults shall be deemed incurable: (i) Any attempt by Licensee to sell, assign, transfer or encumber in whole or in part any or all rights and obligations under this Agreement, in violation of the terms of this Agreement, or without the written consents required, pursuant to this Agreement; (ii) failure of Licensee to meet the Minimum Development Obligation within the Development Periods set forth herein; and (iii) any violation by Licensee of Article 9.

10.2 Termination by Reason of a Material Breach of Other Agreement.

This Agreement may be terminated, at the election of Company, in the event of any material breach by Licensee of an individual License Agreement between Licensee and Company or any other agreement between Company and Licensee, upon the notice, and subject to the right to cure, if any, specified in the applicable License Agreement or other agreement.

11. GENERAL CONDITIONS AND PROVISIONS

11.1 Relationship of Licensee to Company.

It is expressly agreed that the parties intend by this Agreement to establish between Company and Licensee the relationship of franchisor and franchisee. It is further agreed that Licensee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Licensee is the employer, employee, agent, Partner or co-venturer of or with the other, each being independent. Licensee agrees that he will not hold himself out as the agent, employee, Partner or co-venturer of Company. All employees hired by or working for Licensee shall be the employees of Licensee and shall not, for any purpose, be deemed employees of Company or subject to Company control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

11.2 Indemnity.

11.2.1 Licensee hereby agrees to protect, defend and indemnify Company, and all of its past, present and future Partners, shareholders, direct and indirect parent companies, subsidiaries, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Business Entity or to any property arising out of or in connection with Licensee's operation of Stores pursuant hereto, except to the extent caused by Company's intentional misfeasance, gross negligence or material breach of this Agreement or any License Agreement executed pursuant hereto.

11.2.2 Company hereby agrees to protect, defend and indemnify Licensee, and all of its past, present and future Partners, shareholders, direct and indirect parent companies, subsidiaries, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Business Entity or to any property arising out of or in connection with any material breach by Company of its obligations hereunder, except to the extent caused by Licensee's intentional misfeasance, gross negligence or material breach of this Agreement.

11.3 No Consequential Damages For Legal Incapacity.

Company shall not be liable to Licensee for any consequential damages, including but not limited to lost profits, interest expense, increased construction or occupancy costs, or other costs and expenses incurred by Licensee by reason of any delay in the delivery of Company's Offering Circular caused by legal incapacity during the Term, or other conduct not due to the gross negligence or misfeasance of Company.

11.4 Waiver and Delay.

No waiver by Company of any breach or series of breaches or defaults in performance by Licensee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any other License Agreement between Company and Licensee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Stores) or to insist upon strict compliance with or performance of Licensee's obligations under this Agreement or any other License Agreement between Company and Licensee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Stores), shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

11.5 Survival of Covenants.

The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

11.6 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and shall be binding upon and inure to the benefit of Licensee and his or their respective heirs, executors, administrators, successors and assigns, subject to the prohibitions against Assignment contained herein.

11.7 Joint and Several Liability.

If Licensee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several.

11.8 Governing Law.

This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to any conflict of laws, excepting however the provisions of Article 9 respecting Non-Competition Covenants. Article 9 shall be construed and enforced in accordance with the laws of the State where the breach of said Section occurs.

THE PARTIES AGREE THAT, EXCEPT TO THE EXTENT PROHIBITED BY LAW, SAN FRANCISCO, CALIFORNIA SHALL BE THE VENUE FOR ANY ARBITRATION, MEDIATION AND LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

11.9 Entire Agreement.

This Agreement and the Exhibits incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Licensee represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. No officer or employee or agent of Company has any authority to make any representation or promise not contained in this Agreement or any Offering Circular for prospective franchisees required by Applicable Law, and Licensee agrees that he has executed this Agreement without reliance upon any such representation or promise. This

Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

11.10 Titles For Convenience.

Article and paragraph titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

11.11 Gender And Construction.

All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or paragraph hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Company which Licensee may be required to obtain hereunder may be given or withheld by Company in its discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Company's standards or satisfaction, or is otherwise acceptable, Company may do so in its discretion. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Licensee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

11.12 Severability.

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the Applicable Law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

11.13 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.14 Fees and Expenses.

Should any party hereto commence any action or proceeding for the purpose of enforcing, or preventing the breach of, any provision hereof, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged breach of any provision hereof, or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

11.15 Notices.

Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Company: Jamba Juice Company
 1700 17th Street
 San Francisco, CA 94103
 Attn: Vice President, Franchise Operations
 Facsimile No.: (415) 865-1293

With copy (which shall not constitute notice) to:

Kenneth R. Costello, Esq.
Jenkins & Gilchrist, LLP
12100 Wilshire Boulevard, Fifteenth Floor
Los Angeles, CA 90025-7120
Facsimile No.: (310) 820-8859

If to Licensee: _____

Attn: _____
Facsimile No.: _____

or to such other address as such party may designate by ten (10) days' advance written notice to the other party.

12.
DISPUTE RESOLUTION:
ARBITRATION AND LEGAL PROCEEDINGS

12.1 General.

Except as provided in Sections 12.2 and 12.3 and except as precluded by Applicable Law, any controversy or claim between Company and Licensee arising out of or relating to this Agreement or any alleged breach hereof, including any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration conducted before and in accordance with the Commercial Rules of the American Arbitration Association ("AAA"), by one arbitrator selected by Company and Licensee. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, (a) the proceedings shall be held in San Francisco, California; (b) all arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Licensee and Company, and not in any representative capacity, and shall not be consolidated with claims asserted by or against any other licensee, and (c) arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 11.8 above. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. The arbitral decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any California court having jurisdiction, or that court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California statute governing arbitration. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq.*), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

12.2 Exceptions to Arbitration.

The arbitration provision in Section 12.1 shall not apply to any action for injunctive or other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Licensee to comply with Licensee's obligations to the Company and/or to protect the Marks of the Company. Any claim or dispute involving or contesting the validity of any of the Marks shall not be subject to arbitration..

12.3 Mediation.

Notwithstanding anything to the contrary in Article 12.1, before either party may initiate any arbitration proceeding pursuant to Article 12.1, the parties pledge to attempt first to resolve the controversy or claim arising out of or relating to the Franchise Agreement ("Dispute") pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under California and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

12.4 Survival.

The terms of this article shall survive termination, expiration or cancellation of this Agreement.

13. SUBMISSION OF AGREEMENT

13.1 General.

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Licensee. THIS AGREEMENT SHALL NOT BE BINDING ON COMPANY UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY A DULY AUTHORIZED OFFICER OF COMPANY.

14.
ACKNOWLEDGMENT

14.1 General.

Licensee, and its shareholders, members and Partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

COMPANY:
Jamba Juice® Company

By:

Its:

Licensee:

By:

Its:

EXHIBIT A
DEVELOPMENT MARKET

EXHIBIT B
MINIMUM DEVELOPMENT OBLIGATIONS

Development Period <u>Ending</u>	Cumulative No. of Stores to <u>be in Operation</u>
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____

EXHIBIT C

EXCEPTIONS TO SECTION 9.1
