

# **EXHIBIT D**

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June 2, 2016

**Via Email and Federal Express**  
**anh@marleycoffee.com**

Mr. Anh Tran  
Jammin' Java Corp.  
4730 Tejon St.  
Denver, CO 80211

Re: Material Breach of License Agreement

Dear Anh:

As you know, our firm represents Fifty-Six Hope Road Music Limited (“56 Hope Road”), the licensor under that certain License Agreement with Jammin' Java Corp. (“Jammin' Java”), dated August 7, 2012 (the “License Agreement”).

The License Agreement expressly provides that Jammin' Java, as licensee, “shall furnish to Licensor within thirty (30) days following the end of each calendar quarter during the Term a complete and accurate statement . . . (each, a ‘Quarterly Statement’), setting forth the number of Licensed Products sales made, the total gross revenues of Licensee relating thereto and the calculation of the amount of Earned Royalties due to Licensor for such calendar quarter.” (License Agreement ¶4(a).) In addition, “simultaneously with the mailing of each Quarterly Statement, Licensee shall pay all sums due to Licensor for the applicable calendar quarter for which such Quarterly Statement is rendered.” (License Agreement ¶4(c).)

Although we just received a royalty statement within the last few days, this is the first royalty statement we have received from Jammin' Java since July 2015. Jammin' Java's failure to send quarterly royalty statements in a regular and timely manner is in direct violation of the terms of the License Agreement. Just as importantly, Jammin' Java has failed to make its required royalty payments, resulting in a total amount currently due to 56 Hope Road of \$297,324.05.

Please consider this letter your formal notice of material breach for which you have fifteen (15) days to cure. (License Agreement ¶15(a)(ii).)

Moreover, 56 Hope Road has not received in a timely, complete and regular manner (i) certified Annual Statements from Jammin' Java (License Agreement ¶4(b)), (ii) Jammin' Java's quarterly financial statements (License Agreement ¶4(h)), and (iii) Jammin' Java's annual audited financial statements (License Agreement ¶4(h)).

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Jammin' Java's historical and repeated lack of adherence to the License Agreement, together with its failure to provide regular financial and other key information and payments due and owing to 56 Hope Road, is cause for grave concern, especially in light of the recent SEC Consent Decree which Jammin' Java executed in April and which we understand became final in the last few days.

Moreover, the fact that the SEC filed a complaint against Jammin' Java in federal court and that Jammin' Java entered into a Consent Decree with the SEC which has (or will) result in a final judgment being entered against Jammin' Java based on the accusations contained in the complaint constitutes a wholly separate material breach of the License Agreement as it constitutes a "negative or unlawful finding of Licensee's or Jammin' Java's activities by the Securities & Exchange Commission or any similar government agency . . ." (License Agreement ¶15(a)(v)), which, pursuant to the consent decree, Jammin' Java does not and cannot deny. This latter breach is not curable in our view.

This letter is not intended to be a complete statement of 56 Hope Road's rights and remedies, all of which are expressly herein reserved.

Sincerely,



Bonnie E. Eskenazi

cc: Brent Toevs  
Rohan Marley  
Cedella Marley  
Ziggy Marley  
Stephen Marley  
(all via email)