

**EXHIBIT G**

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 27, 2016

**JAMMIN JAVA CORP.**

(Exact name of registrant as specified in its charter)

**Nevada**

**000-52161**

**264204714**

(State or other jurisdiction of  
incorporation)

(Commission File  
Number)

(IRS Employer Identification No.)

**4730 Tejon St., Denver, Colorado 80211**

(Address of principal executive offices and Zip Code)

**323-556-0746**

Registrant's telephone number, including area code:

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ? Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ? Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ? Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ? Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On June 27, 2016, and effective June 24, 2016, Fifty-Six Hope Road Music Limited (“56 Hope Road”) provided Jammin Java Corp. (the “Company”, “we” and “us”) notice of the termination of the fifteen (15) year license agreement entered into with 56 Hope Road on September 13, 2012 (the “Long-Term License”).

The Long-Term License provided us a worldwide, exclusive, non-transferable license to utilize the “Marley Coffee” trademarks (the “Trademarks”) in connection with the manufacturing, advertising, promotion, sale, offering for sale and distribution of coffee beans in all its forms and derivations, regardless of portions, sizes or packaging (the “Exclusive Licensed Products”) (the Long-Term License also granted us a license to use the Trademarks for services including coffee roasting services, coffee production services, and coffee sales, supply, distribution and support services, excluding coffee houses, which rights were not re-licensed pursuant to the Short-Term License described below). 56 Hope Road owns and controls the intellectual property rights in and to the late reggae performer, Robert Nesta Marley, professionally known as Bob Marley, including the Trademarks. In addition, pursuant to the Long-Term License, 56 Hope Road granted us the right to use the Trademarks on advertising and promotional materials that pertain solely to the sale of coffee cups, coffee mugs, coffee glasses, saucers, milk steamers, machines for brewing coffee, espresso and/or cappuccino, grinders, water treatment products, tea products, chocolate products, and ready-to-use (instant) coffee products (the “Non-Exclusive Licensed Products”, and together with the Exclusive Licensed Products, the “Licensed Products”). Licensed Products could be sold by us pursuant to the Long-Term License through all channels of distribution, provided that, subject to certain exceptions, we could not sell the Licensed Products by direct marketing methods (other than through our website), including television, infomercials or direct mail without the prior written consent of 56 Hope Road. Additionally, 56 Hope Road had the right to approve all Licensed Products, all advertisements in connection therewith and all product designs and packaging. The agreement also provided that 56 Hope Road owned all rights to any domain names (including marleycoffee.com), incorporating the Trademarks. In consideration for the foregoing licenses, we agreed to pay royalties to 56 Hope Road in an amount equal to 3% of the net sales of all Licensed Products on a quarterly basis.

56 Hope Road terminated the Long-Term License due to our breach of certain of the terms of the Long-Term License Agreement, including, but not limited to, our failure to deliver quarterly statements in a timely manner, our failure to timely make licensing payments, our failure to deliver audited financial statements in a timely manner, and the Securities and Exchange Commission’s complaint against us. Some of these breaches were due to cash flow issues and corporate governance matters.

Rohan Marley, our former Chairman (see Item 5.02 below), owns an interest in 56 Hope Road.

The immediate effect of the termination of the Long-Term License was minimal, as effective immediately thereafter we entered into the Short-Term License described below.

On July 6, 2016, (1) we and Hope Road Merchandising, LLC (“HRM”), which exclusively controls all licensing of 56 Hope Road’s intellectual property rights, entered into a Short Term License Agreement (the “Short-Term License”); (2) we entered into a Secured Promissory Note in favor of 56 Hope Road (the “Secured Note”); and (3) we and 56 Hope Road entered into a Security Agreement to secure amounts owed under the Secured Note, each as described in greater detail below.

The Short-Term License provides us the right to use the Trademarks from June 27, 2016 until December 27, 2016 (a term of six months) (subject to HRM’s right to terminate the license in the event we breach the terms thereof or any of the terms of the Secured Note or Security Agreement), provided that the Short-Term License can be extended in the sole discretion of HRM (at our request) for an additional six month term after expiration thereof. Other than the term of the agreement, the Short-Term License has substantially similar terms as the Long-Term License (except as discussed above), with the addition of requiring us to provide customer and vendor lists to HRM and providing HRM an irrevocable license to use such information. Additional requirements associated with our entry into the Short-Term License with HRM was that (i) we immediately provide all deficient quarterly and annual statements due; and (ii) we allow 56 Hope Road or its affiliates to have discussions with our current and potential business partners relating to whether there is a basis for a continued relationship with us, and to have discussions with unrelated third parties that 56 Hope Road may have an interest in once the Short-Term License expires.

We plan to continue to work with HRM and 56 Hope Road in good faith to try to extend the terms of the Short-Term License and remain partners, as well as to preserve shareholder value. Notwithstanding the above, in the event that HRM decides not to extend the Short-Term License after the expiration of the initial term or the extended term, it would have a material adverse effect on our results of operations and assets, could force us to scale back, abandon or attempt to change our business operations, which are solely focused on monetizing the Licenses, and may force us to seek bankruptcy protection, all of which could cause the value of our common stock to decline in value or become worthless.

The Secured Note evidences \$297,324 due to 56 Hope Road pursuant to the terms of the Long-Term License, which amount accrues interest until paid at 0.71% per annum (7.5% per annum if not paid in full at maturity) and is due and payable on August 31, 2016. Amounts due under the Secured Note are secured by the Security Agreement. The Secured Note contains customary representations and events of default.

The Security Agreement provides 56 Hope Road a security interest in substantially all of our assets to secure our payment of the Secured Note.

**Item 1.02 Termination of a Material Definitive Agreement.**

The disclosures in Item 1.01 above regarding the termination of the Long-Term License are incorporated by reference in this Item 1.02.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosures in Item 1.01 above regarding the Secured Note are incorporated by reference in this Item 2.03.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Effective June 29, 2016, Rohan Marley, our founder, resigned as Chairman and as a member of our board of directors. Mr. Marley advised us that his decision to resign was to return to the roots of his original interest in coffee, coffee farming. Mr. Marley’s resignation was not in connection with a disagreement with the Company. The Company thanks Mr. Marley for his service.

**Item 9.01 Financial Statements and Exhibits.**

**Exhibit No.      Description**

10.1*	Short Term License Agreement effective June 27, 2016, by and between Jammin Java Corp. and Hope Road Merchandising, LLC
10.2*	Secured Promissory Note (\$247,324) by Jammin Java Corp. in favor of Fifty-Six Hope Road Music Limited (June 27, 2016)
10.3*	Security Agreement by Jammin Java Corp. in favor of Fifty-Six Hope Road Music Limited (June 27, 2016)
99.1**	Press Release dated July 7, 2016

\* Filed herewith.

\*\* Furnished herewith.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Jammin Java Corp.**

Date: July 7, 2016

By: /s/ Anh Tran  
Anh Tran  
President

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**EXHIBIT INDEX**

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Jammin Java Corp. 8-K

Exhibit 99.1

**Marley Coffee Issues Shareholder Letter to Discuss Recent Form 8-K**

Denver, CO – July 7, 2016 — Jammin Java Corp. (d/b/a Marley Coffee) (JAMN) (www.marleycoffee.com) (“Marley Coffee”, “we”, “us” and the “Company”), the sustainably grown, ethically farmed and artisan-roasted gourmet coffee company has issued the following letter to its shareholders to discuss the disclosures made by the Company in its Current Reports on Form 8-K filed with the Securities and Exchange Commission (**SEC**) on June 3, 2016 and July 7, 2016.

**Summary:**

- The Company has entered into a Consent, which has been approved by the **SEC**, but not by the court, to settle the **SEC**'s complaint for \$700,000;
- Rohan Marley has stepped down as Chairman of the Board of Directors; and
- Fifty-Six Hope Road Music has terminated its license with the Company and in its place agreed to a short-term 6-month license, provided we hope to continue to negotiate a longer term license.

**Settlement with **SEC****

On or around May 31, 2016, the Company entered into a ‘Consent of Defendant Jammin Java Corp.’, in connection with the complaint filed by the **SEC** on November 17, 2015, against us and several other defendants (who were not party to the Consent or Final Judgment (described below).

Pursuant to the Consent, without admitting or denying the allegations of the Complaint, we consented to the entry of a final judgment (the “Final Judgment”), which, among other things: (a) permanently restrains and enjoins us from violating Section 5 of the Securities Act of 1933, as amended (“Securities Act”); and (b) orders us to pay disgorgement and prejudgment interest totaling an aggregate of \$700,000, due within 90 days of the entry of the Final Judgment, which has been approved by the **SEC** and is expected to be approved by the court on or around July 11, 2016.

“This was a pivotal moment in the Company’s history and we are excited to put this chapter behind us and move forward at full speed with our growth and operations,” said Brent Toevs, Chief Executive Officer of Marley Coffee, “I have always said that we will only run an ethical company. Since the beginning, we’ve cooperated with the **SEC** when issues first came to light in 2011 and we’re glad we’ve resolved all outstanding matters. As we’ve previously indicated, we will continue to cooperate with the **SEC** in order to help bring about justice. Uncertainty is probably one of the worst things for investors, but after this settlement investors have a much clearer picture of the future as it relates to this case. As we’ve said in the past, this investigation and the subsequent lawsuit fortunately didn’t lose us any customers as those that have worked with us know that we have always acted in the most ethical of manners. However, the lawsuit really challenged our ability to raise capital, which is the fuel necessary to continue our fast pace of growth, but now that this matter is behind us, we believe that it will alleviate some of the concerns of our funding sources and our partners.”

### **Rohan Marley**

Effective June 29, 2016, Rohan Marley, Founder of Marley Coffee, resigned as Chairman and from the board of directors of Jammin Java Corp. Mr. Marley's resignation was not in connection with a disagreement with the Company. "My objective these days is not to run the company as Chairman of the board, but to focus on the day-to-day work of building the 'Marley Coffee' brand, being its global ambassador and returning to my roots in coffee farming," said Mr. Marley.

### **Termination of Fifty-Six Hope Road Music License and New License.**

On June 27, 2016, Fifty-Six Hope Road Music ("56 Hope Road") provided **notice** of the termination of the 15 year license agreement entered into with 56 Hope Road on September 13, 2012. Notwithstanding the termination of the prior license, 56 Hope Road through its affiliate, has agreed to enter into various agreements with us including a six-month short-term license agreement signed on July 6, 2016, which has substantially similar terms (other than the length of the license) as the prior 15 year license.

56 Hope Road terminated the 15 year license due to our breach of certain of the terms of such license agreement, including, but not limited to, our failure to deliver quarterly statements in a timely manner, our failure to timely make licensing payments, our failure to deliver audited financial statements in a timely manner, and the **SEC**'s complaint against us. The immediate effect of the termination of the 15 year license was minimal, as effective immediately thereafter we entered into the short term license (described above) along with a secured note evidencing the outstanding licensing payments due to 56 Hope Road of \$297,324, as outlined in the Form 8-K filed today.

During this six-month period, the Company will look to bring in a long-term investor, adopt more controls and procedures for its corporate governance and seek to put in place a long-term winning strategy in an effort to entice an extension of the short-term license beyond its current six month term.

"We will do what we have always done, which is thrive in the face of adversity," continued Mr. Toevs, "Our first job is to protect our shareholders and we will continue to work through this process to get the best deals to sustain our continued growth. During this time, we expect business will continue as usual and we will work to grow the Company like we always have. We have driven out much of the costs in this Company and will use our cash flow to pay for shipments of products and existing marketing campaigns. We've gotten lots of wins in the past few months for new distribution and we've been meeting with the largest retailers on the globe to get new distribution. Our distribution pipeline is strong and we've got new product launches planned in the coming months.

“During the short-term license period we plan to actively talk with potential investors as well as Mother Parkers, to seek out long-term capital for the Company. We are also looking at bringing on additional board members to help provide independence and additional corporate governance to the Company. We are hopeful we will be able to negotiate a long-term license and will be able to move forward with new investors.”

#### **About Jammin Java Corp., d/b/a Marley Coffee**

Jammin Java Corp., d/b/a Marley Coffee is a U.S.-based company that provides premium, artisan roasted coffee to the grocery, retail, online, service, hospitality, office coffee service and big box store industry. Under its exclusive licensing agreement with Fifty-Six Hope Road Music Limited, the Company continues to develop its coffee lines under the ‘Marley Coffee’ brand. The Company is a fully reporting company quoted on the OTCQB market under the symbol “JAMN.” For additional information, follow Marley Coffee on Facebook, Twitter and visit [MarleyCoffee.com](http://MarleyCoffee.com) or visit the Investor Relations section at [Investor.MarleyCoffee.com](http://Investor.MarleyCoffee.com).

Contact:  
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#### **Forward-Looking Statements**

This Press Release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended (the “Acts”). In particular, the words “believe,” “may,” “could,” “should,” “expect,” “anticipate,” “estimate,” “project,” “propose,” “plan,” “intend,” and similar conditional words and expressions are intended to identify forward-looking statements and are subject to the safe harbor created by these Acts and other applicable law. Any statements made in this news release about an action, event or development, are forward-looking statements. Such statements are based upon assumptions that in the future may prove not to have been accurate and are subject to significant risks and uncertainties. Such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of the Company. These risks and others are included from time to time in documents we file with the Securities and Exchange Commission (“SEC”), including but not limited to, our Form 10-Ks, Form 10-Qs and Form 8-Ks. Other unknown or unpredictable factors also could have material adverse effects on our future results. Accordingly, you should not place undue reliance on these forward-looking statements. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, it can give no assurance that its forward-looking statements will prove to be correct. Investors are cautioned that any forward-looking statements are not guarantees of future performance and actual results or developments may differ materially from those projected. The forward-looking statements herein are made as of the date hereof. Actual results may differ from anticipated results sometimes materially, and reported results should not be considered an indication of future performance. The Company takes no obligation to update or correct its own forward-looking statements, except as required by law or those prepared by third parties that are not paid by the Company. The Company’s SEC filings are available at <http://www.sec.gov>.

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