



## FRANCHISE DISCLOSURE DOCUMENT

Jimmy John's Franchisor SPV, LLC A Delaware limited liability company 2212 Fox Drive Champaign, Illinois 61820 (217) 356-9900 jimmyjohn@jimmyjohns.com website: www.jimmyjohns.com

The franchise is to operate a Restaurant under the "JIMMY JOHN'S®" name that features gourmet deli sandwiches, fresh-baked breads, and other food and beverage products.

The total investment necessary to begin operation of a JIMMY JOHN'S® Restaurant is \$313,600 to \$556,100 (including initial real estate lease costs). This includes \$30,000 to \$37,000 that must be paid to the franchisor or affiliate. If you want development rights (for a minimum of 4 Restaurants), you must pay the franchisor a development fee equal to \$35,000 (the initial franchise fee for the first Restaurant), plus the \$30,000 initial franchise fee due under each additional Franchise Agreement you sign when you sign the Development Rights Rider, plus a deposit of \$25,000 for each additional Restaurant you agree to develop but for which you do not sign a Franchise Agreement when you sign the Development Rights Rider.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Robert Morena, Director of Franchise Development, Jimmy John's Franchise, LLC, 2212 Fox Drive, Champaign, Illinois 61820, (217) 356-9900, bmorena@jimmyjohns.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "<u>A Consumer's Guide to Buying a Franchise</u>," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date of this Franchise Disclosure Document: April 24, 2019



## **STATE COVER PAGE**

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

- 1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN OUR THEN-CURRENT HOME STATE (WHICH CURRENTLY IS ILLINOIS). OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AND LITIGATE WITH US IN OUR THEN-CURRENT HOME STATE (WHICH CURRENTLY IS ILLINOIS) THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT ILLINOIS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.



## JIMMY JOHN'S FRANCHISOR SPV, LLC

## STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	April 24, 2018 (exempt)
Illinois	April 24, 2018 (exempt)
Indiana	April 24, 2018 (exempt)
Maryland	Pending (exempt)
Michigan	April 24, 2018
Minnesota	Pending
New York	April 24, 2018 (exempt)
North Dakota	Pending (exempt)
Rhode Island	Pending (exempt)
South Dakota	April 25, 2018
Virginia	Pending (exempt)
Washington	Pending (exempt)
Wisconsin	April 25, 2018

In all other states without franchise registration laws, the effective date of this Franchise Disclosure Document is the issuance date of April 24, 2018.

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