

**LONG JOHN SILVER'S LLC**  
**(a Delaware limited liability company)**  
**10350 Ormsby Park Place, Suite 300**  
**Louisville, KY 40223**  
**(502) 815-6100**  
**www.ljsilvers.com**

# LONG JOHN SILVER'S

The franchisee will operate a quick-service restaurant which offers a limited fish, seafood and chicken menu and complementary items.

The total investment necessary to begin operation of an LJS franchise restaurant in a “traditional” format ranges from \$1,026,000 to \$1,612,500, excluding real estate costs, for a freestanding building and from \$576,000 to \$1,124,500, excluding real estate costs, for a restaurant connected to or located adjacent to or in line with another retail space (“Inline”). This includes \$32,000 to \$34,500 that must be paid to LJS.

The total investment necessary to begin operation of a LJS franchise restaurant in a “co-brand” format is \$652,500 to \$978,500, excluding real estate costs, for a conversion of an existing restaurant and from \$1,168,000 to \$1,945,500, excluding real estate costs, for a new, ground-up co-brand location. This includes \$15,000 to \$27,500 that must be paid to LJS. There will be additional costs payable to the owner of the non-LJS portion of the co-brand restaurant.

The total investment necessary to begin operation of an LJS franchise restaurant in an “express” format is \$109,250 to \$513,000, excluding real estate costs. This includes \$10,750 to \$11,000 that must be paid to LJS.

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 the Franchise Administration Department, Attn.: Stacy Feinberg, 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223, (502) 815-6100.

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.

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Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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: May 7, 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, about other franchisors, 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, CO-BRAND FRANCHISE AGREEMENT AND EXPRESS FRANCHISE AGREEMENT PERMIT THE FRANCHISEE TO SUE ONLY IN KENTUCKY. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE LJS IN KENTUCKY THAN IN YOUR HOME STATE.**
- 2. THE FRANCHISE AGREEMENT, CO-BRAND FRANCHISE AGREEMENT AND EXPRESS FRANCHISE AGREEMENT STATE THAT KENTUCKY LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. THE FRANCHISEE'S SPOUSE MAY ALSO BE REQUIRED TO SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, CO-BRAND FRANCHISE AGREEMENT OR EXPRESS FRANCHISE AGREEMENT, AS APPLICABLE, WHICH PLACES THE SPOUSE'S PERSONAL ASSETS AT RISK.**
- 4. THE TERRITORY GRANTED UNDER THE FRANCHISE AGREEMENT, CO-BRAND FRANCHISE AGREEMENT AND EXPRESS FRANCHISE AGREEMENT IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OTHER CHANNELS OF DISTRIBUTION OR FROM OTHER BRANDS THAT THE FRANCHISOR CONTROLS.**
- 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

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

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