

APR 30 2018

Department of **Business Oversight**

FRANCHISE DISCLOSURE DOCUMENT

The Simple Greek, LLC A Delaware Limited Liability Company 794 Penllyn Blue Bell Pike Suite 219 Blue Bell, PA 19422 Phone: 844-576-6695

Fax: 267-460-8541 www.simplegreek.com

The Simple Greek, LLC, a Delaware limited liability company, offers you the opportunity to own and operate one or more The Simple Greek restaurants, which serve the authentic flavors and spices of Greece and the Mediterranean seaboard to the general public in an open kitchen utilizing a build-your-own assembly-line style setup, with a menu featuring a variety of dishes such as build-your-own bowls, salads and pitas filled or topped with a variety of proteins, vegetables and other toppings, side dishes and Greek vogurt with a variety of toppings, soft drinks, beer and other products in a casual restaurant environment (a "TSG Restaurant" or "TSG Restaurants"). TSG Restaurants may only be operated from fixed-location restaurants.

The total investment necessary to begin operation of a TSG Restaurant ranges from \$318,700 to \$675,500, including \$25,000 that must be paid to us or our affiliates.

If you enter into an Area Development Agreement to develop multiple TSG Restaurants, when you sign the Area Development Agreement you will pay the full Initial Franchise Fee of \$25,000 for your first TSG Restaurant and a development fee of \$12,500 for each additional TSG Restaurant you agree to develop under the Area Development Agreement. The development fee will be applied toward the Initial Franchise Fee payable for each TSG Restaurant developed after the first one, and the balance of the Initial Franchise Fee of \$12,500 will be due and payable when you sign the second and each additional Franchise Agreement for a TSG Restaurant developed under the Area Development Agreement.

This franchise disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English (this "Franchise Disclosure Document"). Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 calendar days before you may sign a binding agreement with, or make any payment to, us or our affiliates in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your Franchise Disclosure Document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Jeremy J. Dombroski, at (844) 576-6695 or at 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, Pennsylvania 19422.



The terms of your contract will govern your franchise relationship. Don't rely on this Franchise Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Franchise Disclosure Document to a trusted advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise 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, DC 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.

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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 FRANCHISE 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 ARBITRATE DISPUTES WITH US AND CONDUCT THE ARBITRATION IN PENNSYLVANIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THE FRANCHISEE'S SPOUSE MUST EXECUTE A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER AND THEIR SPOUSE AT RISK.
- 4. THE FRANCHISOR HAS A LIMITED FRANCHISE OPERATING HISTORY TO ASSIST A PROSPECTIVE FRANCHISEE IN DECIDING TO MAKE THIS INVESTMENT.
- 5. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
- 6. FRANCHISEE IS NOT RECEIVING AN EXCLUSIVE TERRITORY.
- 7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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