

## FRANCHISE DISCLOSURE DOCUMENT



Jimmy John's Franchisor SPV, LLC  
A Delaware limited liability company  
Three Glenlake Parkway NE Atlanta, Georgia  
30328  
(678) 514-4100  
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 \$355,900 to \$671,400 (including initial real estate lease costs). This includes \$5,000 to \$37,000 that must be paid to the franchisor or affiliate. If you want development rights (for a minimum of 3 Restaurants), you must pay the franchisor a development fee equal to (a) \$35,000 (the initial franchise fee for the first Restaurant), unless you have already signed a Franchise Agreement, in which case you will pay a development fee of \$30,000 for your first Restaurant, plus (b) the \$30,000 initial franchise fee due under each additional Franchise Agreement you sign when you sign the Development Rights Rider, plus (c) a deposit of \$10,000 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 our Franchise Development Department, at Three Glenlake Parkway, Atlanta, Georgia 30328; (678) 514-4100.

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 "[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-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](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 of this Franchise Disclosure Document: March 25, 2022

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only JIMMY JOHN’S® business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a JIMMY JOHN’S® franchisee?</b>	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in its then-current home state (which currently is Georgia). Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in its then-current home state (which currently is Georgia) than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE  
MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division  
Attn: Franchise  
670 G. Mennen Williams Building  
525 West Ottawa, Lansing, Michigan 48909  
(517) 335-7567

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT H.



## **Item 1**

### **THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

The franchisor is Jimmy John's Franchisor SPV, LLC ("we," "us," or "our"). "You" means the entity to which we grant a franchise (and, if applicable, development rights). Your owners must sign a "Guaranty and Assumption of Obligations," meaning all of the Franchise Agreement's provisions (Exhibit B) also will apply to your owners.

We are a Delaware limited liability company formed on June 12, 2017. Our principal business address is Three Glenlake Parkway NE, Atlanta, Georgia 30328. We operate under our company name and the trademarks described in Item 13 (the "Marks") and no other name. We have offered franchises for JIMMY JOHN'S® Restaurants since July 2017. We have not offered franchises in any other line of business, have never operated a JIMMY JOHN'S® Restaurant, and have no other business activities. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

#### **Predecessors and Parents**

Effective October 18, 2019, Inspire Brands, Inc., a Delaware corporation whose principal business address is Three Glenlake Pkwy NE, Atlanta, Georgia 30328 ("Inspire Brands"), acquired Jimmy John's LLC, an indirect parent company of ours. As a result, Inspire Brands became another indirect parent company of ours.

We are a direct, wholly-owned subsidiary of Jimmy John's Funding, LLC, which in turn is a direct, wholly-owned subsidiary of Jimmy John's SPV Guarantor, LLC. We, Jimmy John's Funding, LLC, and Jimmy John's SPV Guarantor, LLC were organized as part of the secured financing transaction described below (the "Securitization Transaction") and are indirect, wholly-owned subsidiaries of Jimmy John's Holding Company LLC ("JJ Holdings"), which sits immediately above Jimmy John's LLC. JJ Holdings is also an indirect parent company of our affiliate Jimmy John's Franchise, LLC ("JJF"). All of these Jimmy John's entities share our principal business address.

JJF, which is considered our predecessor, was the franchisor of the JIMMY JOHN'S® system from 1993 until the closing of the Securitization Transaction in July 2017. JJF never has operated a JIMMY JOHN'S® Restaurant or offered franchises in other lines of business. No other predecessors are disclosable in this Item.

#### **Securitization Transaction**

As noted above, we, Jimmy John's Funding, LLC, and Jimmy John's SPV Guarantor, LLC were organized as part of the Securitization Transaction. As part of the Securitization Transaction, all existing U.S. franchise agreements and related agreements for JIMMY JOHN'S® Restaurants were transferred to us, and we became the franchisor for all existing and future franchise and related agreements. Ownership and control of all U.S. trademarks and certain other intellectual property relating to the operation of JIMMY JOHN'S® Restaurants in the U.S. also were transferred to us.

At the closing of the Securitization Transaction, JJF, the original franchisor of the JIMMY JOHN'S® system, entered into a management agreement with us, whereby JJF agreed to provide

required support and services to JIMMY JOHN'S® franchisees under their franchise agreements and also act as our franchise sales agent. We pay management fees to JJF for these services. However, as the franchisor, we are responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement signed with us are performed in compliance with the applicable agreement, regardless of who actually performs these services on our behalf.

### The JIMMY JOHN'S® Franchise

We grant franchises for Restaurants operating under the “JIMMY JOHN'S®” name and other Marks. (In this disclosure document, we call the Restaurants in our system “JIMMY JOHN'S® Restaurants”; we use the term “Restaurant” to describe the JIMMY JOHN'S® Restaurant you will operate.) JIMMY JOHN'S® Restaurants, which typically are located in strip shopping centers, shopping malls, and free-standing units, sell high-quality sandwiches, fresh-baked breads, and other permitted food and beverage products (“Menu Items”) and provide carry-out, delivery, and on-premises dining services.

Most Menu Items are prepared according to specific recipes and procedures and use high-quality ingredients, including (1) specially formulated and specially produced JIMMY JOHN'S® proprietary lines of bread dough, meats, and other food products (collectively, “Trade Secret Food Products”) and (2) food products (other than Trade Secret Food Products) branded and/or packaged exclusively for the JIMMY JOHN'S® system and franchisees (collectively, “Branded Products”). (Branded Products also include non-food products branded and/or packaged exclusively for the JIMMY JOHN'S® system and franchisees.) Certain food and beverage products are not prepared with Trade Secret Food Products or Branded Products but still are required or authorized for sale (collectively, “Permitted Brands,” which are encompassed within Menu Items). If you acquire a franchise, you must operate your Restaurant according to our business formats, methods, procedures, designs, layouts, standards, and specifications in order to maintain the quality and consistency of the JIMMY JOHN'S® brand.

We also grant multi-unit development rights to qualified franchisees, who then may develop a number of JIMMY JOHN'S® Restaurants (but no less than 3) within a defined area over a specific time period or according to a pre-determined development schedule. These franchisees may open and operate JIMMY JOHN'S® Restaurants directly or through entities they own or control. Our Development Rights Rider to the Franchise Agreement is Exhibit C. Franchisees signing our Development Rights Rider must sign our then-current form of Franchise Agreement for each additional JIMMY JOHN'S® Restaurant they develop. That form may differ from the form of Franchise Agreement included in this disclosure document.

If you are renewing your franchise because its current term is about to expire, you will sign our Successor Franchise Rider to Franchise Agreement (Exhibit I), which generally modifies certain provisions in our standard Franchise Agreement that do not apply to you because your Restaurant already is open.

We also offer the right to develop a Restaurant at certain locations that are by their nature are unique and separate in character from sites generally developed as a Restaurant. Those locations (“Non-Traditional Locations”) include, but are not limited to: (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d)

stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories. You will sign our then current form of Franchise Agreement and Non-Traditional Rider for each Restaurant developed at a Non-Traditional Location.

Your Restaurant will offer products and services to the general public throughout the year and compete with other sandwich shop chains (local, regional, and national), restaurants, and food service businesses. The market for JIMMY JOHN'S® products and services generally is developed and very competitive. Despite this competition, we believe JIMMY JOHN'S® Restaurants appeal to consumers because of our system's product and service quality.

Depending on your location, you might have the opportunity to buy an existing JIMMY JOHN'S® Restaurant from Jimmy John's Enterprises, LLC ("JJE"), an affiliate which shares our principal business address (if JJE chooses to sell any of its Restaurants). In that case, you will purchase the Restaurant's assets from JJE at a price to be negotiated based on the value of the Restaurant's assets and related goodwill. You and JJE will sign an asset purchase agreement and related materials to document that asset purchase. You will sign a Franchise Agreement with us in connection with that asset purchase and then operate the Restaurant as a franchise. JJE has operated at least one JIMMY JOHN'S® Restaurant since 1983. JJE has not offered franchises in any line of business.

No regulations apply specifically to the industry in which JIMMY JOHN'S® Restaurants operate. However, there are federal, state, and local food-safety, sanitation, handling, labeling, storage, and other laws governing all foodservice operations that might impact restaurant operations more than others. You must comply with these laws and with laws applying generally to all businesses. You should investigate these laws and regulations when evaluating your franchise acquisition.

### Inspire Brands

Another of our parent companies is Inspire Brands, whose principal business address is the same as our address. Inspire Brands is a global, multi-brand restaurant company, launched upon completion of the merger between a parent of the Arby's brand and a parent of the Buffalo Wild Wings brand in February 2018. Subsidiaries of Inspire Brands listed below are our affiliates who own and administer the network of franchised and company-owned restaurants operating under the Arby's, Buffalo Wild Wings, Jimmy John's, Rusty Taco, Sonic, Dunkin' and Baskin-Robbins brands. Unless otherwise stated, all Inspire Brands' subsidiaries share our principal business address. Except as described below, none of Inspire Brands' subsidiaries have ever operated or offered franchises for JIMMY JOHN'S® Restaurants or offered franchises in any other line of business.

The Arby's brand, founded in 1964, is known for its slow-roasted, freshly-sliced roast beef and other deli-style sandwiches. It is the second-largest sandwich restaurant brand in the world. Arby's Franchisor, LLC ("Arby's Franchisor") is the franchisor of Arby's restaurants in the United States and Canada. Arby's Franchisor has offered

franchises for Arby's restaurants since December 2015, but its predecessors have been franchising Arby's restaurants since 1965. Inspire International, directly or through its predecessor Arby's International, Inc., has offered franchises and master franchises for Arby's restaurants outside the United States since May 2016. As of January 2, 2022, there were approximately 3,407 Arby's restaurants operating in the United States (2,291 franchised and 1,116 company-owned), and 160 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's Franchisor have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamon's® stores that served gourmet baked goods. All of the T.J. Cinnamon's locations have closed.

Buffalo Wild Wings International, Inc. ("BWVI") has offered franchises in the United States for sports entertainment-oriented casual dining restaurants that feature chicken wings, sandwiches and other products and alcoholic and other beverages under the Buffalo Wild Wings name ("Buffalo Wild Wings Sports Bars") since April 1991 and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("BWV-GO Restaurants") since December 2020. Inspire International, Inc. ("Inspire International") was incorporated under the name BWLD Global III, Inc. On October 14, 2021, BWLD Global III, Inc. merged with its affiliates Arby's International, Inc. and Sonic International, Inc., with Inspire International as the surviving entity. As part of that restructuring, BWLD Global III, Inc. changed its name to Inspire International, Inc. Inspire International has offered franchises for Buffalo Wild Wings restaurants outside the United States since October 2019 and acquired the existing development agreements and franchise agreements for Buffalo Wild Wings Sports Bars outside the United States in December 2019. As of January 2, 2022, there were 1,196 Buffalo Wild Wings Sports Bars operating in the United States (534 franchised and 662 company-owned) and 76 Buffalo Wild Wings or B-Dubs Restaurants operating outside the United States (64 franchised and 12 company-owned). As of January 2, 2022, there were 16 BWV-GO Restaurants operating in the United States (1 franchised and 15 company-owned).

Rusty Taco, Inc. ("RTI") is the franchisor for Rusty Taco® (formerly R TACO®) restaurants in the United States. RTI has offered franchises for Rusty Taco restaurants since May 2015 but its predecessors have been franchising Rusty Taco restaurants since 2010. As of January 2, 2022, there were 36 Rusty Taco restaurants (32 franchised and 4 company-owned) in operation.

Sonic Franchising LLC ("Sonic") became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic Drive-In restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. As of January 2, 2022, there were 3,552 Sonic Drive-Ins (3,232 franchised and 320 company-owned) in operation.

Dunkin' Donuts Franchising LLC ("DD"), franchisor of Dunkin' restaurants, and Baskin-Robbins Franchising LLC ("BR"), franchisor of Baskin-Robbins restaurants, became subsidiaries of Inspire Brands in December 2020. Dunkin'® restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. DD has offered franchises for Dunkin' restaurants since March 2006 and as of December 25, 2021, there were 9,244

franchised Dunkin' restaurants operating in the United States and an additional 3,713 operating in 39 countries. BR franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. BR has offered franchises for Baskin-Robbins restaurants since March 2006 and as of December 25, 2021, there were 2,276 franchised Baskin-Robbins restaurants in the United States and an additional 5,394 operating internationally in 54 countries and Puerto Rico.

#### Other Affiliated Franchise Programs.

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs ("Affiliated Programs"). None of these affiliates operate a JIMMY JOHN'S® Restaurant.

Focus Brands Inc. ("Focus Brands") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("Auntie Anne's"), Carvel Franchisor SPV LLC ("Carvel"), Cinnabon Franchisor SPV LLC ("Cinnabon"), Jamba Juice Franchisor SPV LLC ("Jamba Juice"), McAlister's Franchisor SPV LLC ("McAlister's"), Moe's Franchisor SPV LLC ("Moe's"), and Schlotzsky's Franchisor SPV LLC ("Schlotzsky's"). All 7 Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with Focus Brands through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2021, there were approximately 1,126 franchised facilities and 12 affiliate-owned facilities in the United States and approximately 748 franchised facilities operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2021, there were 325 domestic retail shoppes (including one shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 31 international retail shoppes, and three foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2021, franchisees operated 938 Cinnabon retail outlets in the United States and 810 Cinnabon retail outlets outside the United States and 170 Seattle's Best Coffee

units outside the United States. As of December 31, 2021, Cinnabon LLC operated one affiliate-owned Cinnabon retail outlet in the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2021, there were approximately 747 Jamba franchised stores in the United States and 64 franchised Jamba stores outside the United States, and three affiliate-owned Jamba stores in the United States.

McAlister's offers full-size and non-traditional fast casual restaurants offering counter-service, on-premises and take-out services featuring a complete or limited line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products under the names MCALISTER'S DELI® or MCALISTER'S SELECT®. McAlister's system became an Affiliated Program through an acquisition in July 2005, and the McAlister's system became affiliated with Focus Brands in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2021, there were 472 domestic franchised McAlister's restaurants and 33 affiliate-owned restaurants.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor Southwest Grill franchises in 2001. As of December 31, 2021, there were 658 franchised Moe's Southwest Grill restaurants operating in the United States, one franchised restaurant operating outside the United States, and one affiliate-owned restaurant operating in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2021, there were 300 franchised Schlotzsky's restaurants and 24 affiliate-owned Schlotzsky's restaurants.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2021, had 465 franchised facilities. Primrose has not offered franchises in any other line of business.

Pet Valu Canada Inc. ("Pet Valu") is a franchisor that offers franchises for specialty retail stores operating under the trademark Pet Valu® that sell food and supplies for dogs, cats, birds, fish, reptiles and small animals. Pet Valu's principal place of business is 130 Royal Crest Court, Markham, Ontario L3R 0A1. Pet Valu became an Affiliated Program through an acquisition in

August 2009. Pet Valu has been franchising since 1987. As of January 2, 2022, the Pet Valu enterprise operated stores in Canada under 5 different banners: (i) 633 Pet Valu branded stores with 406 franchised stores and 227 company-owned stores; (ii) 16 Paulmac's Pet Foods-branded stores consisting of 14 franchised and 2 company-owned stores; (iii) 80 Bosley's Pet Food Plus-branded stores in British Columbia, Canada consisting of 36 franchised and 44 company-owned stores; (iv) 9 company-owned Tisol-branded stores; and (v) 16 company-owned Total Pet-branded stores. Pet Valu stores have not offered franchises in any other line of business and currently only offers franchises for the operation of Pet Valu stores in Canada. Pet Supermarket, an affiliate of Pet Valu through common ownership and/or control, operated 218 Pet Supermarket company-owned stores at the end of fiscal year 2021.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2021, there were 1,110 franchised Massage Envy locations operating in the United States. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2021, there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's ® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 31, 2022, there were 202 company-operated Hardee's restaurants, including 12 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,550 domestic franchised Hardee's restaurants, including 150 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 425 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 31, 2022, there were 48 company-operated Carl's Jr. restaurants, and there were 1,018 domestic franchised Carl's Jr. restaurants, including 270 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 566 franchised Carl's Jr. restaurants operating outside the United States, including one Carl's Jr. Green Burrito Dual Concept restaurant. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("Driven Holdings") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("Meineke"), Maaco Franchisor SPV LLC

("Maaco"), Drive N Style Franchisor SPV LLC ("DNS"), Econo Lube Franchisor SPV LLC ("Econo Lube"), Merlin Franchisor SPV LLC ("Merlin"), CARSTAR Franchisor SPV LLC ("CARSTAR"), 1-800-Radiator Franchisor SPV LLC ("1-800-Radiator"), Take 5 Franchisor SPV LLC ("Take 5"), ABRA Franchisor SPV LLC ("ABRA") and FUSA Franchisor SPV LLC ("FUSA"). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 25, 2021, there were 698 Meineke centers, 26 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 25, 2021, there were 411 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 25, 2021, there were 31 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 25, 2021, there were 8 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of



December 25, 2021, there were 2 Aero Colours franchises and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name “Merlin Muffler and Brake Shops,” and have offered franchises under the name “Merlin 200,000 Mile Shops” and “Merlin Shops” since February 2006. As of December 25, 2021, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube’s predecessor began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N’ Tune” in 1985. As of December 25, 2021, there were 10 Econo Lube N’ Tune franchises and 12 Econo Lube N’ Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N’ Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 25, 2021, there were 193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator’s affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 25, 2021, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR’s business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 25, 2021, there were 419 franchised CARSTAR facilities and 10 company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 25, 2021, there were 134 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 536 Take 5 outlets and outlets that operate under other brands, including Havoline Xpress, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December

25, 2021, there were 63 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 25, 2021, there were 181 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) Take 5 Canada SPV LP and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 25, 2021, there were: (i) 27 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 17 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 7 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 323 franchised CARSTAR facilities and 4 company-owned CARSTAR facilities in Canada; (v) 31 franchised Take 5 outlets and 8 company-owned Take 5 outlets in Canada; (vi) 23 franchised UniglassPlus businesses, 30 franchised UniglassPlus/Ziebart businesses, and 5 franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 60 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 3 company-owned VitroPlus businesses and 1 company-owned VitroPlus/Ziebart business in Canada; (viii) 31 franchised Docteur du Pare Brise businesses and 2 company-owned Docteur du Pare Brise businesses in Canada; (ix) 12 franchised Go! Glass & Accessories businesses and no franchised Go! Glass businesses in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

ServiceMaster Systems LLC is the direct parent company to five franchisors operating in the United States: AmeriSpec SPE LLC ("AmeriSpec"), Furniture Medic SPE LLC ("Furniture Medic"), Merry Maids SPE LLC ("Merry Maids"), ServiceMaster Clean/Restore SPE LLC

(“ServiceMaster”) and Two Men and a Truck SPE LLC (“Two Men and a Truck”). AmeriSpec, Furniture Medic, Merry Maids, and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The five franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

AmeriSpec franchises home and commercial inspection businesses under the AmeriSpec® mark. AmeriSpec’s predecessor began offering franchises in 1988. As of December 31, 2021, AmeriSpec had 182 franchises in the United States.

Furniture Medic franchises furniture restoration, repair, and refinishing businesses under the Furniture Medic® mark. Furniture Medic’s predecessor began offering franchises in August 1992. As of December 31, 2021, Furniture Medic had 195 franchises in the United States.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids’ predecessor began business and started offering franchises in 1980. As of December 31, 2021, Merry Maids had 996 franchises in the United States.

Two Men and a Truck franchises businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark. Two Men and a Truck’s predecessor began offering franchises in February 1989. As of December 31, 2021, Two Men and a Truck had 284 franchises and three company-owned locations operating in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster’s predecessor began offering franchises in 1952. As of December 31, 2021, ServiceMaster had operating in the United States 713 ServiceMaster Clean franchises and 2,294 ServiceMaster Restore franchises operating in the United States.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, ServiceMaster of Canada Limited offers franchises in Canada, ServiceMaster Limited offers franchises in Great Britain and Two Men and a Truck offers franchises in Canada, Ireland and the United States.

NBC Franchisor LLC (“NBC”) franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC’s predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2021, there were 409 Nothing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC (“Mathnasium”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2021, there were 948 Mathnasium franchises in the United States and its parent company operated three Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States. Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2021, there were 87 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, 2021, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC (“i9”) franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2021, there were 192 i9 Sports franchises and one company-owned location. i9 has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so. Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

## **Item 2** **BUSINESS EXPERIENCE**

### **Chief Executive Officer of Inspire Brands: Paul J. Brown**

Mr. Brown has been Inspire Brands’ Chief Executive Officer in Atlanta, Georgia since its formation in February 2018. He also has been Chief Executive Officer of Arby’s Restaurant Group, Inc. (“ARG”), an Inspire Brands brand, in Atlanta, Georgia since May 2013.

### **President: James North**

Mr. North has been our President since June 2017. He also has been JJF’s President in Champaign, Illinois since April 2004. He previously was our Chief Executive Officer from June 2017 to October 2019. In addition, Mr. North was a Member of JJF’s Board of Managers from October 2016 to October 2019 and Chief Executive Officer from April 2015 to October 2019, each in Champaign, Illinois.

### **Chief Compliance Officer and Vice President, Franchise Health of JJF: Tim Asire**

Mr. Asire has been our Chief Compliance Officer since June 2017. He also has been JJF's Chief Compliance Officer since January 2006 and Vice President, Franchise Health since June 2001, each in Champaign, Illinois.

### **Chief Development Officer: Don Crocker**

Mr. Crocker has been our Chief Development Officer since March 2019. He has also been JJE's and Inspire Brands' Chief Development Officer in Atlanta, Georgia since March 2019. He previously was Inspire Brands' Senior Vice President Real Estate in Atlanta, Georgia from August 2018 to March 2019. Before that, he was the Senior Director Restaurant Development and Supply Chain for Chick-fil-A, Inc. in Atlanta, Georgia from December 1997 to July 2018.

### **Chief Marketing Officer of JJE: Darin Dugan**

Mr. Dugan has been JJE's Chief Marketing Officer since March 2020. He previously was Vice President, Marketing for Sonic Corp., an Inspire Brands brand, in Oklahoma City, Oklahoma from July 2017 to March 2020. Before that, he was head of Marketing within the DineEquity Applebee's brand in Los Angeles, California from May 2014 to January 2017.

### **Chief Operating Officer of JJE: Sarah Mueth**

Ms. Mueth has been JJE's Chief Operating Officer since June 2018. She previously has held several positions with JJF in Champaign, Illinois, including Director of Marketing from September 2013 to June 2018, Marketing Projects Coordinator from June 2005 to December 2008, and Director of Advertising Co-Ops and Public Relations from December 2008 to September 2013.

### **Chief Administrative Officer, General Counsel, and Secretary: Nils H. Okeson**

Mr. Okeson has been our Chief Administrative Officer, General Counsel, and Secretary since November 2020. He also has been Inspire Brands' Chief Administrative Officer, General Counsel, and Secretary in Atlanta, Georgia since its formation in February 2018. He also has been the Chief Administrative Officer, General Counsel and Secretary of ARG, an Inspire Brands brand, in Atlanta, Georgia since January 2013.

### **Chief Financial Officer of Inspire Brands: Katherine Jaspon**

Ms. Jaspon has been Inspire Brands' Chief Financial Officer in Atlanta, Georgia since July 2021. She also has been Chief Financial Officer of DD and BR in Canton, Massachusetts and Atlanta, Georgia since April 2017. Before that, she held several positions with DD and BR in Canton, Massachusetts, including Manager from April 2017 to December 2020 and Vice President, Finance from September 2014 to April 2017.

### **Chief Financial Officer: Jeffrey Vaughan**

Mr. Vaughan has been our Chief Financial Officer since June 2017. He previously was a Member of our Board of Managers from June 2017 to October 2019. In addition, Mr. Vaughan was a

Member of JJF's Board of Managers from October 2016 to October 2019 and has been JJF's Chief Financial Officer since 2006.

**Senior Vice President, Construction, Design and Architecture of JJE: James Cannon**

Mr. Cannon has been JJE's Senior Vice President, Construction, Design and Architecture since October 2019. He also has been Inspire Brands' Senior Vice President, Construction and Design in Atlanta, Georgia since its formation in February 2018. In addition, he has been Senior Vice President, Construction and Design for ARG, an Inspire Brands brand, in Atlanta, Georgia since December 2015.

**Business CFO and Services Transformation Officer: Danton Nolan**

Mr. Nolan has been our Business CFO and Services Transformation Officer in Atlanta, Georgia since February 2018. He has also been JJE's and Inspire Brands' Business Chief Financial Officer and Services Transformation Officer in Atlanta, Georgia since its formation in February 2018. He previously was ARG's Senior Vice President, Finance in Atlanta, Georgia from July 2012 to February 2018.

**Vice President, Restaurant Portfolio Management of JJE: William Duffy**

Mr. Duffy has been JJE's Vice President, Restaurant Portfolio Management in Atlanta, Georgia since November 2020. He also has been Inspire Brands' Vice President Restaurant Portfolio Management in Atlanta, Georgia since its formation in February 2018. In addition, he has been the Vice President, Restaurant Portfolio Management of ARG, an Inspire Brands brand, in Atlanta, Georgia since July 2015. He previously was ARG's Vice President, Mergers and Acquisitions in Atlanta, Georgia from July 2005 to July 2015.

**Vice President, Franchise Development of Inspire Brands: Joseph Sieve**

Mr. Sieve has Inspire Brands' Vice President, Franchising in Atlanta, Georgia since its formation in February 2018. In addition, he also has been Arby's Franchisor, LLC's Vice President, Franchising in Atlanta, Georgia since June 2016.

**Vice President, Franchise Counsel: Lisa P. Storey**

Ms. Storey has served as our Vice President, Franchise Counsel since November 2020. She also has been Inspire Brands' Vice President, Franchise Counsel, in Atlanta, Georgia, since March 2020. She previously was our and Inspire Brands' Vice President, Franchise, HR & Litigation Counsel from February 2018 to February 2020. Before that, she held various positions at ARG, an Inspire Brands brand, in Atlanta, Georgia, including Vice President, Franchise, HR & Litigation Counsel from March 2016 to February 2018 and Senior Director, Franchise Counsel from April 2010 to March 2016.

**Item 3**  
**LITIGATION**

Starks v. Jimmy John's LLC, Jimmy John's Franchise, LLC, et al. (Superior Court of the State of California, County of Los Angeles, Case No. BC501113). On February 14, 2013, an

individual filed a purported class action lawsuit on behalf of herself and other members of the public against JJF and other named and unnamed defendants alleging intentional misrepresentation, negligent misrepresentation, fraud, intentional interference with contract, and violations of California's False Advertising Act, Unfair Business Practices Act, and Consumers Legal Remedies Act. The plaintiff claimed that several food products at JIMMY JOHN'S® Restaurants did not contain alfalfa sprouts even though the menus represented alfalfa sprouts as an ingredient in those products. The plaintiff sought to have the action certified as a class action and to recover unspecified compensatory and punitive damages, restitution, interest, injunctive relief, corrective advertising, attorneys' fees, and costs. The parties agreed to settle the case in order to minimize potential litigation expense and distraction. On December 4, 2014, the court certified a class for settlement purposes and approved the settlement, under which the Jimmy John's parties agreed to issue vouchers redeemable for a free side item (such as a bag of chips, cookie, or pickle) to any qualified party completing a claim form on the Jimmy John's website (but for no more than \$725,000 in total value), to make a minimum total donation of \$100,000 to certain food banks, to pay the named plaintiff \$5,000, and to pay \$370,000 in attorneys' fees. All of those payments have been made, and the case was dismissed on June 26, 2015.

Irwin v. Jimmy John's Franchise, LLC, et al. (United States District Court for the Central District of Illinois, Urbana Division, Case No. 2:14-cv-02275-HAB). On July 31, 2015, an individual filed an amended complaint in a purported class action lawsuit on behalf of herself and other members of the public against JJF, alleging that her credit card data was compromised during a data breach of the point-of-sale systems in certain JIMMY JOHN'S® Restaurants. The plaintiff's amended complaint alleged she suffered damages due to what she characterized as insufficient data-security protocols in the point-of-sale systems and inadequate notification procedures employed after the incident. On March 29, 2016, the court dismissed all counts in the amended complaint other than those for breach of implied contract and violation of the Arizona Consumer Fraud Act. The plaintiff's amended complaint sought money damages, including unspecified actual, statutory, punitive, restitution, and disgorgement damages; payment for 3 years of credit-monitoring services; pre- and post-judgment interest; establishment of a fluid recovery fund for distribution of unclaimed funds; attorneys' fees and costs; and an injunction against further alleged unlawful conduct and to implement and maintain what the plaintiff characterized as "adequate security measures."

On December 6, 2016, the parties entered into a Settlement and Release Agreement, which provided that the plaintiff would receive a one-time payment of \$125,000 in exchange for the plaintiff's agreement to dismiss the amended complaint, with prejudice, against JJF and JJE, along with a full release of claims and covenant not to sue. On December 30, 2016, the court entered the parties' Stipulation of Dismissal with Prejudice and terminated the case.

In Re: Jimmy John's Overtime Litigation (United States District Court for the Northern District of Illinois, Eastern Division, Case Nos. 14-cv-5509, 15-cv-1681, and 15-cv-6010). On January 14, 2016, the federal court consolidated 2 separate, previously filed (in 2014 and 2015) putative class- and collective-action lawsuits, alleging violations of the federal Fair Labor Standards Act and certain state wage-and-hour statutes. Because one case that was consolidated was itself a consolidation of another lawsuit, the case now encompasses a total of 3 separate actions: *Brunner v. Jimmy John's, LLC, et al.*, originally filed in the Northern District of Illinois as Case No. 14-cv-5509; *Watson v. Jimmy John's, LLC, et al.*, originally filed in the United States District Court for the Southern District of Ohio as Case No. 15-cv-768 and transferred to the United

States District Court for the Northern District of Illinois as Case No. 15-cv-6010; and *Whiton v. Jimmy John's LLC, et al.*, originally filed in the Northern District of Illinois as Case No. 15-cv-1681. The primary allegation in each complaint is that assistant store managers in JIMMY JOHN'S® Restaurants were misclassified as exempt from overtime requirements. The plaintiffs allege that JJE is liable for these claimed violations in the Restaurants that it owns and operates, and that JJF is liable under a joint-employer theory for claimed violations in franchisee-owned Restaurants. The causes of action currently pending in the consolidated action are violation of the FLSA against JJE, Jimmy John's LLC, and JJF; violation of the Illinois Minimum Wage Law against JJF; and violation of Ohio Wage Laws against JJE, Jimmy John's LLC, and JJF.

In the consolidated complaints, the plaintiffs seek a declaration that the alleged practices are unlawful under the FLSA and applicable state statutes and that JJF is a joint employer of the members of the class and collective; unspecified damages, including unpaid wages and overtime compensation under the FLSA and applicable state statutes; unspecified liquidated damages under the FLSA and applicable state statutes; unspecified damages for the employers' share of FICA, FUTA, state unemployment insurance, and other applicable employment taxes; permanent injunctive relief prohibiting the practice of denying overtime pay to assistant store managers; pre- and post-judgment interest; and attorneys' fees and costs. A collective action has been conditionally certified under Section 216(b) of the FLSA, and 2 rounds of notice to potential members of the collective action were sent in 2016. As of December 12, 2016, 623 individuals had joined the suit as opt-in plaintiffs.

On June 14, 2018, the court granted the Motion for Partial Summary Judgment filed by Jimmy John's LLC, JJE, and JJF on the Issue of Joint Employment. It found as a matter of law that the defendants are not joint employers of assistant store managers employed by franchisees.

On February 15, 2021, the parties filed a Joint Motion for Approval of Collective Action Settlement, after agreeing to a settlement that would resolve all claims in the lawsuit (the "Settlement"). Under the terms of the Settlement, Defendants will pay approximately \$1,835,000 to resolve claims under the Fair Labor Standards Act, the Illinois Minimum Wage Law, and the Ohio Wage Laws, to be apportioned as follows: (i) \$272,500 to be apportioned on a pro-rata basis among all employees of Jimmy John's corporate-owned restaurants that opted into the lawsuit; (ii) a \$300 Jimmy John's gift card for each of the 575 employees of independent Jimmy John's franchisees that opted into the lawsuit; (iii) a \$1.39 million Fee Fund, from which attorneys' fees, costs, service awards, and administration costs shall be paid. The Settlement also provides for mutual releases and the dismissal of the lawsuit. After a hearing on March 9, 2021, the Court granted preliminary approval of the proposed settlement and set a final approval hearing for June 8, 2021.

People of the State of Illinois v. Jimmy John's Enterprises, LLC and Jimmy John's Franchise, LLC (Circuit Court of Cook County, Chancery Division, Case No. 2016CH07746). On June 8, 2016, the Illinois Attorney General's Office ("ILAG") filed a complaint against JJE and JJF seeking to prevent the continued use or enforcement with so-called "at-will, low-wage" employees ("Employees") of JIMMY JOHN'S® Restaurants located in Illinois of a form of non-competition agreement the ILAG claimed was void and unenforceable. The ILAG claimed the employee non-competition agreement was unenforceable because it allegedly was not supported by adequate consideration or narrowly tailored to protect confidential information in that, among other things, it applied no matter how long the Employee was employed at a Restaurant, its 2-year



post-employment restriction was too long, its geographic coverage was too broad, and it applied no matter the Employee's expected position with a new employer. The ILAG claimed the Employee non-competition agreement, and JJE's and JJF's alleged failure to advise Employees who signed them that the non-competition provisions would not be enforced, violated the Illinois Consumer Fraud and Deceptive Business Practices Act and Illinois common law. The ILAG sought a declaration that the Employee non-competition agreement was void and unenforceable as to all current and former Employees of JIMMY JOHN'S® Restaurants in Illinois; an order preventing JJE and JJF from using or requiring use of such non-competition agreements with Employees of any JIMMY JOHN'S® Restaurants in Illinois; restitution for any harm to Illinois consumers and businesses; disgorgement of any benefits from the allegedly unlawful acts; the maximum civil penalty available, including \$50,000 per violation; and costs.

On December 6, 2016, by agreement of the parties, the court entered a Final Order and Consent Decree under which JJF and JJE collectively agreed to pay the ILAG \$100,000 and to distribute various notifications to Illinois-based franchisees, then-current JJE general managers and area managers, and then-current JJE employees regarding the ILAG's position that the non-competition agreement that was the subject of the lawsuit was not enforceable under Illinois law. All notifications were sent, and the case is over. The consent decree expired by its terms on December 6, 2019.

CWL Investments, LLC, et al. v. Jimmy John's Franchise, LLC & James North (American Arbitration Association, filed June 20, 2017, AAA No. 01-17-0003-6022). On June 20, 2017, CWL Investments, LLC ("CWL"), through its approximately 29 affiliated franchisees, filed a Demand for Arbitration against JJF and James North. The arbitration's Statement of Claim generally alleged that JJF did not approve CWL's attempts to sell its JIMMY JOHN'S® Restaurants to another franchisee and did not perform under an alleged oral agreement to find purchasers for those Restaurants (and, if applicable, to pay CWL the difference between the actual sale price and the sale price to which CWL had allegedly agreed with the other franchisee). The Statement of Claim alleged violation of the Michigan Franchise Investment Law; breach of franchise agreements and the implied covenant of good faith and fair dealing; breach of contract and promissory estoppel; tortious interference; and declaratory judgment.

On February 19, 2019, the Arbitration Panel issued its Final Award. The Panel found in North and JJF's favor on the promissory-estoppel, oral-contract, and tortious-interference claims, determined that the declaratory-judgment claim was moot, and chose not to address the implied covenant of good faith and fair dealing or Michigan Franchise Investment Law claims (effectively rejecting them). The Panel agreed with North and JJF that JJF could contractually deny a proposed transfer for any commercially reasonable reason. However, the Panel found that JJF had not acted reasonably in this particular situation—relying on what the Panel characterized as JJF's "cumulative conduct" over the course of two separate proposed transfer transactions with the same potential buyer—and therefore had breached the transfer provisions in CWL's franchise agreements.

While CWL's Statement of Claim originally sought unspecified damages "in excess of \$15 million," plus interest, costs, and attorneys' fees, at the hearing CWL chose to reduce its claim and seek only \$7.75 million, plus fees and costs. The Panel adopted its own theory of damages and, after finding that CWL had not "reasonably mitigate[d]" its damages from the disapproved proposed transfer, simply picked the "mid-point" of the 2 different damages theories that CWL

and North/JJF had proffered. This resulted in an award to CWL of \$3.5 million in compensatory damages. The parties separately stipulated to an award of attorneys' fees and costs in the amounts of \$1 million and \$367,239, respectively. The case has now concluded.

Conrad v. Jimmy John's Franchise, LLC, et al. (United States District Court for the Southern District of Illinois, East St. Louis Division, Case No. 3:18-cv-00133). On January 24, 2018, Syllas Butler, an alleged former employee of a franchised Jimmy John's Restaurant filed a purported class action lawsuit on behalf of himself and "[a]ll persons in the United States who are current or former employees at a Jimmy John's franchise restaurant," or, alternatively, on behalf of a class of Illinois plaintiffs, naming as defendants JJF, JJE, and Jimmy John's LLC. The plaintiff alleged that various provisions in the Jimmy John's franchise agreement related to the recruitment and/or hiring of individuals employed at Jimmy John's restaurants violated federal and state antitrust and other laws. Specifically, the Complaint alleged violations of Section 1 of the Sherman Act, the Illinois Antitrust Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act. The Complaint sought unspecified treble damages, disgorgement of any illegal gains, injunctive relief, attorneys' fees, and costs and expenses. On November 5, 2021, the parties entered into a Confidential Settlement Agreement and Release under which JJF, JJE and Jimmy John's LLC agreed to pay plaintiff a one-time payment of \$10,000 in exchange for the plaintiff's agreement to dismiss the Complaint, with prejudice, along with a full release of claims and covenant not to sue. On November 17, 2021, the court entered a Judgment dismissing the action with prejudice.

Martin v. Jimmy John's Franchise, LLC, et al. (United States District Court for the Western District of Missouri, Case No. 4:20-cv-00415-RK). On January 4, 2020, an individual filed in the Circuit Court of Jackson County, Missouri a purported class-action complaint on behalf of herself and other residents of the State of Missouri against JJF and Jimmy John's LLC, alleging violation of Missouri's Merchandising Practices Act, negligent misrepresentation, and unjust enrichment. On May 27, 2020, Defendants removed the case to the United States District Court for the Western District of Missouri. The plaintiff claimed that cookies sold at JIMMY JOHN'S Restaurants should not have been labeled "All-Natural" because, according to the plaintiff, they contain certain processed, artificial, or non-natural ingredients. The plaintiff sought unspecified compensatory damages or restitution for herself and the proposed class, attorneys' fees, interest, and costs. Plaintiff never filed a Motion for Class Certification. On September 23, 2021, the parties, along with the plaintiffs in the Erwin v. Jimmy John's LLC, et al. mentioned below, entered into a Confidential Settlement Agreement and Release under which JJF and Jimmy John's LLC agreed to pay all plaintiffs under both cases collectively a one-time settlement of \$690,000, covering \$5,000 in damages and incentive fees for each plaintiff and \$675,000 in lawsuit expenses, in exchange for dismissing the case and a full release of claims and covenant not to sue. JJF's supplier funded the settlement payment pursuant to an indemnification provision in the supplier contract. On October 7, 2021, the court entered the parties' Stipulation of Dismissal with Prejudice. On October 8, 2021, the case was dismissed with prejudice.

Patel v. Jimmy John's Franchise, LLC (Circuit Court of Cook County, Law Division, Case No. 2020 L 009628). On September 8, 2020, Amit Patel, a shareholder and alleged assignee of Lombardar Corporation, a former Jimmy John's franchisee (the "Franchisee"), filed a complaint in the Circuit Court of Cook County, Illinois against Jimmy John's Franchise, LLC, alleging claims for breach of contract and violation of the Illinois Franchise Disclosure Act (the "IFDA"). The Complaint alleged that, upon the scheduled expiration of the Franchisee's initial franchise term,

JJF and the Franchisee formed an oral franchise relationship for the continued operation of the franchise, and the Franchisee claimed that JJF's decision not to approve applications submitted by certain prospective transferees of the franchise constitutes a breach of that oral franchise agreement. Additionally, the Franchisee claimed that JJF committed various violations of the IFDA in connection with the alleged oral franchise agreement, including failing to provide a disclosure statement and proposed franchise agreement, preventing the transfer of the franchise, failing to provide notice of non-renewal, and failing to compensate the Franchisee for the value of the franchise. The Complaint sought unspecified damages, including costs, interest, disbursements, and attorneys' fees. JJF filed a motion to compel arbitration of the Franchisee's claims. On August 2, 2021, an order was entered compelling arbitration of the claims. On September 14, 2021, the parties entered into a Settlement Agreement and Mutual Release under which JJF committed to pay Franchisee a one-time payment of \$10,000 in exchange for the Franchisee's agreement to dismiss the Complaint, with prejudice, along with a full release of claims. On October 21, 2021, the court dismissed the case with prejudice.

Erwin v. Jimmy John's LLC, et al. (United States District Court for the Southern District of Illinois, Case No. 3:20-cv-1268). On October 1, 2020, two individuals filed in the Circuit Court of St. Clair County, Illinois a purported class-action complaint on behalf of themselves and other residents of the State of Illinois against JJF and Jimmy John's LLC, alleging violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, breach of express warranty, and unjust enrichment. On November 25, 2020, Defendants removed the case to the United States District Court for the Southern District of Illinois. The plaintiff claimed that cookies sold at JIMMY JOHN'S Restaurants should not have been labeled "All-Natural" because, according to the plaintiffs, they contain certain processed, artificial, or non-natural ingredients. The plaintiffs sought unspecified compensatory damages or restitution for themselves and the proposed class, including punitive damages; attorneys' fees; interest; and costs. On September 23, 2021, the parties, along with the plaintiff in the *Martin v. Jimmy John's Franchise, LLC, et al.* mentioned above, entered into a Confidential Settlement Agreement and Release under which JJF and Jimmy John's LLC agreed to pay all plaintiffs under both cases collectively a one-time settlement of \$690,000, covering \$5,000 in damages and incentive fees for each plaintiff and \$675,000 in lawsuit expenses, in exchange for dismissing the case and a full release of claims and covenant not to sue. JJF's supplier funded the settlement payment pursuant to an indemnification provision in the supplier contract. On October 7, 2021, the court entered the parties' Stipulation of Dismissal with Prejudice. On October 8, 2021, the case was dismissed with prejudice.

C&C Resources, Inc. v. Jimmy John's Franchise, LLC, et al. (Circuit Court of Cook County, Illinois, Law Division, Case No. 2021CH03328). On July 8, 2021, C & C Resources, Inc. and Carl Dissette filed a complaint in the Circuit Court of Cook County, Illinois against Jimmy John's Franchise, LLC, James North, and Tim Asire, alleging violations of the IFDA and seeking various forms of injunctive and declaratory relief. Plaintiffs claimed that JJF violated the IFDA by failing to timely notify the franchisee of JJF's intent not to renew the franchise agreement and refusing to renew the franchise without compensating the franchisee for the diminution in the value of the franchised business. Plaintiffs further claimed that certain provisions of the franchise agreement, including the non-compete and purchase-option provisions, violate the IFDA and/or Illinois law. Plaintiffs sought to enjoin JJF from enforcing the non-compete and purchase-option provisions in the franchise agreement, as well as a declaratory judgement that certain provisions of the franchise agreement violate the IFDA and/or Illinois law. Plaintiffs also sought damages related to the alleged non-renewal of the franchise. On August 10, 2021, the Court entered an

Order dismissing the lawsuit without prejudice, on plaintiffs' motion and based on the parties' Stipulation, which provided that (1) JJF did not construe the post-term non-competition provision in the Franchise Agreement to preclude the franchisee or any of its affiliates from being able to lease to a competing business the space where the JIMMY JOHN'S Restaurant had been operated, and (2) JJF was waiving its right under the Franchise Agreement to purchase the JIMMY JOHN'S Restaurant.

C&C Resources, Inc. v. Jimmy John's Franchise, LLC. (American Arbitration Association Case No. 01-21-0016-1707). On August 16, 2021, C&C Resources, Inc. and Carl Dissette ("Claimants") filed a Demand and Request for Emergency Relief with the American Arbitration Association ("AAA"), seeking an injunction to prevent JJF from exercising its rights related to the expiration of the Franchise Agreement for Claimants' franchise. On August 20, 2021, an Emergency Arbitrator appointed by the AAA entered a temporary injunction preventing JJF from taking steps to close the JIMMY JOHN'S Restaurant, pending further briefing and a hearing on a Motion for Preliminary Injunction. On September 8, 2021, the Emergency Arbitrator entered an Order Granting Motion for Emergency Protection, which effectively extended the August 20, 2021 injunction order, pending further action by the full three-member arbitration panel. On September 21, 2021, JJF filed a Motion to Vacate Injunction, which was denied on October 21, 2021. A full three-member arbitration panel has been provisionally appointed by the AAA and the case is proceeding. Claimants filed their Statement of Claim on January 24, 2022, and JJF filed its Answering Statement, Affirmative Defenses, and Counterclaims on February 3, 2022. JJF denies all liability in this matter and intends to defend itself and pursue its counterclaims vigorously in the arbitration.

#### Disclosure regarding an Affiliated Program

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, ARG, entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the

settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. (“DBI”), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of “no-poaching” provisions in Dunkin’ restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin’ system prohibit Dunkin’ franchisees from hiring the employees of other Dunkin’ franchisees and/or DBI’s employees. A larger number of franchise agreements in the Dunkin’ system contain a no-poaching provision that prevents Dunkin’ franchisees and DBI from hiring each other’s employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin’s franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin’ franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties’ stipulation of judgment.

New York v. Dunkin’ Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General (“NYAG”) filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals’ credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin’ gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG’s allegations, DBI and the NYAG entered into a consent agreement to resolve the State’s complaint. Under consent order, DBI agreed to pay \$650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Other than these actions, no litigation is required to be disclosed in this Item.

#### **Item 4** **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

## **Item 5** **INITIAL FEES**

### **Initial Franchise Fee**

You typically must pay us an initial franchise fee in full when you sign the Franchise Agreement, although we may credit all or part of that franchise fee towards your Royalties if one of our incentive programs (described below) applies. Our standard initial franchise fee for your first franchise currently is \$35,000. If you are a franchisee in good standing and buy a second or additional franchise, the standard initial franchise fee for that additional unit currently is \$30,000 (unless it is under a Development Rights Rider, as described below). If, when signing the Franchise Agreement, you agree to operate the Restaurant at the location of a JIMMY JOHN'S® Restaurant that another franchisee previously operated and closed within the last year, the initial franchise fee is either (1) \$5,000, if you are a franchisee in good standing; or (2) \$12,500. The initial franchise fee is used to cover, among other things, the costs of evaluating your proposed site, providing the initial training program, and helping you develop and open your Restaurant (although the initial franchise fee is not in exchange for any particular products, services, or assistance).

### **Development Fee**

If you sign our Development Rights Rider to the Franchise Agreement you must pay the development fee in full when you sign the Development Rights Rider. The development fee equals the full initial franchise fee for the first Franchise Agreement and Restaurant (which currently is \$35,000 if this is your first franchise or \$30,000 if you are an existing franchisee signing a Development Rights Rider), plus the full \$30,000 initial franchise fee due under each additional Franchise Agreement you sign concurrently with signing the Development Rights Rider for the development of Restaurants under the development schedule, plus a deposit of \$10,000 for each additional Restaurant you agree to construct, develop, and operate under the development schedule but for which you are not signing a Franchise Agreement concurrently with signing the Development Rights Rider. The balance of the initial franchise fee (that is, \$20,000) for each Restaurant in the last group is due when you sign the Franchise Agreement for that Restaurant.

We and you will determine the number of Restaurants you must develop, and the dates by which you must develop them, before signing the Development Rights Rider. Except as we describe below for our incentive programs, no portion of the development fee is refundable under any circumstances. So, if you sign the Development Rights Rider, sign one or more Franchise Agreements, pay the development fee, and then cannot find sites for JIMMY JOHN'S® Restaurants or choose not to move forward with the deal for another reason (in which case the Development Rights Rider and one or more Franchise Agreements are terminated), we may keep the entire development fee and need not return any money to you.

### **Incentive Programs**

We currently have a number of incentive programs available to franchisees signing new Franchise Agreements, including franchisees who are signing new Franchise Agreements pursuant to previously-signed Development Rights Riders. We describe the conditions for these incentive programs below. These programs also reduce the Royalties payable under the Franchise Agreement, and we describe those Royalty reductions in Item 6. However, these incentive

programs do not apply to franchisees signing new Franchise Agreements to renew their expiring franchises or as part of a transfer or acquisition of an existing JIMMY JOHN'S® Restaurant.

1. *Standard Adopter Incentive.* If you sign a stand-alone Franchise Agreement on or before March 31, 2023 and open the Restaurant on or before the opening deadline in the Franchise Agreement, then you are eligible for our “Standard Adopter Incentive” program. In addition, if you sign a Development Rights Rider on or before March 31, 2023, then you also are eligible for our Standard Adopter Incentive program for each Restaurant that you open on or before the deadline in the development schedule but not later than December 31, 2025. Under the Standard Adopter Incentive program, you will pay the full initial franchise fee when you sign the Franchise Agreement, but we will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee, up to \$25,000, towards the Royalties owed under that Franchise Agreement, provided you submit development costs to us within 120 days of opening the Restaurant and build the Restaurant in the design, to the specifications, and at the location approved by us. As described in Item 6, you also will pay reduced Royalties based on when your Restaurant opens.

2. *2022 Pull-Forward Strategic Incentive.* If we and you already signed a pre-existing Development Rights Rider with a development schedule that requires you to open a Restaurant in 2023 or later, and you sign a Franchise Agreement for and open that Restaurant on or before December 31, 2022, then you are eligible for our “2022 Pull-Forward Strategic Incentive” program. Under this program we will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee, up to \$30,000, towards the Royalties owed under that Franchise Agreement, provided you submit development costs to us within 120 days of opening the Restaurant, and build the Restaurant in the design, to the specifications, and at the location approved by us. As described in Item 6, you also will pay reduced Royalties based on when your Restaurant opens.

3. *Backlog “Clean-Up” Strategic Incentive.* A number of our franchisees signed Franchise Agreements before November 1, 2021 but have not yet developed the Restaurant required under that Franchise Agreement. We are offering these franchisees one last chance to participate in our “Clean-Up Incentive Program.” If you signed a Franchise Agreement, and paid the initial franchise fee due under that Franchise Agreement, before November 1, 2021, and you open the Restaurant under that Franchise Agreement on or before December 31, 2022, then we will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee (if that Franchise Agreement is covered by a previously-signed Development Rights Rider), up to \$30,000, towards the Royalties owed under that Franchise Agreement, provided you submit development costs to us within 120 days of opening the Restaurant and build the Restaurant in the design, to the specifications, and at the location approved by us. As described in Item 6, you also will pay reduced Royalties based on when your Restaurant opens.

During our fiscal year ending January 2, 2022, we charged initial franchise fees ranging from \$0 (for an existing franchisee who signed a new Franchise Agreement to reopen its JIMMY JOHN'S® Restaurant) to \$35,000. Initial franchise fees under Franchise Agreements are fully earned when paid and not refundable under any circumstances.

#### Additional Incentives

We reserve the right to reduce or waive initial franchise fees for, and to offer other special development incentives (including incentive payments) to, one or more franchisees on a case-by-case basis under certain circumstances. These circumstances may include providing economic incentives for large, sophisticated restaurant operators to open multiple new Restaurants in a development territory on an expedited basis, for existing franchisees to open additional Restaurants, for non-traditional locations, or for existing franchisees to take over operating Restaurants or to reopen closed Restaurants. The amount of any fee reductions/waivers or development incentives depends on what we think is best for the JIMMY JOHN'S® brand in the particular situation.

### Training

Our system provides initial management training for 2 people at no cost (3 people if you are a first-time franchisee developing your first JIMMY JOHN'S® Restaurant). However, if your Operations Partner or on-site managers that you have designated to become certified cancel participation in any training class or apprenticeship program that is part of this "no cost" initial training, you must pay us a cancellation fee. The cancellation fee is one-half of the then-applicable training fee per person (depending on which class or program is involved) if they cancel more than 2 weeks before the class or program is scheduled to begin (this per-person cancellation fee is \$750 as of this disclosure document's issuance date). The cancellation fee is 100% of the then-applicable training fee per person (depending on which class or program is involved) if they cancel 2 weeks or less before the class or program is scheduled to begin (this per-person cancellation fee is \$1,500 as of this disclosure document's issuance date).

The cost for each additional trainee attending initial management training (after the first 2 people) is currently \$1,500. However, if you are a first-time franchisee opening your first JIMMY JOHN'S® Restaurant, this additional training fee is not charged for your third trainee for that first Restaurant. The cost for the Area Manager training program is currently \$2,000.

If your Operations Partner or on-site managers that you have designated to become certified cancel participation in any management training class or apprenticeship program for which they pre-register and pay a training fee, the training fee you paid will not be refunded or reimbursed. If participation is cancelled more than 2 weeks before the class or program is scheduled to begin, one-half of the training fee will be applied as a credit towards a future training class or program. However, if participation is cancelled 2 weeks or less before the class or program is scheduled to begin, you will receive no credit at all. Any credits that you might receive are transferable among your affiliates and any other JIMMY JOHN'S® Restaurants that you might own, but are not transferable to other franchisees under any circumstances.

No costs are reimbursed if a training attendee is expelled (no matter the reason) from the training program. An expelled trainee must wait at least 6 months before he or she may reapply to attend a training class (although re-admittance is not guaranteed and is in our judgment). If a previously expelled trainee is allowed to attend training, the training fee currently is \$2,000.

### Assets of Existing JIMMY JOHN'S® Restaurant

If you have the opportunity to buy the assets of an existing JIMMY JOHN'S® Restaurant from JJE, you will sign an asset purchase agreement (and related materials) with JJE and a Franchise Agreement with us. You will pay JJE the applicable purchase price according to the



terms of the asset purchase agreement. The purchase price for an affiliated JIMMY JOHN’S® Restaurant depends on the Restaurant’s age, location, condition, profitability, cash flow, and other relevant market factors. If you exercise the opportunity to purchase an affiliate-owned Restaurant, then JJE and you will negotiate the appropriate purchase price. The purchase price is not refundable once paid.

**Item 6**  
**OTHER FEES**

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Royalty	6% of Restaurant’s weekly Gross Sales <sup>2</sup>	Due on Wednesday of each week on Gross Sales during previous week ending Tuesday <sup>3</sup>	“Gross Sales” means all your revenue from operating Restaurant (and includes delivery and catering charges not included in the price of Menu Items, your proceeds from business interruption insurance, all amounts you receive for the Restaurant’s relocation from, or closure at, its premises, and all amounts from selling or issuing gift or loyalty cards (except our JIMMY JOHN’S® gift cards)), but (i) excludes taxes collected from customers and paid to taxing authority, (ii) excludes your revenue from selling or issuing JIMMY JOHN’S® gift cards (but your revenue from selling products and services to customers using those cards for payment is included in Gross Sales) and (iii) is reduced by amount of any documented refunds, credits, and discounts the Restaurant in good faith gives customers, as well as the redemption of a reward or similar credit as part of an approved loyalty program (if those amounts originally were included in calculating Gross Sales).

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Advertising and Development Fund	Up to 4½% of Restaurant's weekly Gross Sales (currently the full 4½%) or 1½% for Non-Traditional Locations	Due on Wednesday of each week on Gross Sales during previous week ending Tuesday <sup>3</sup>	Item 11 discusses this Fund.
Cooperative Advertising Programs	Up to 2% of Restaurant's Gross Sales <sup>4</sup>	As Cooperative Program directs	Item 11 discusses Cooperative Advertising Programs.
Successor Franchise	\$2,500	When you acquire successor franchise after initial franchise term expires	
1-week or 3-Week Certified Management Training Program for New, Additional, or Repeat Trainees	Currently \$1,500 (or \$2,000 for expelled trainee re-attending); we may increase this fee and charge up to \$5,000	Upon registration in training program	Initial training is provided for 2 people at no additional cost — you may be charged for initial training of more than 2 people, for training newly-hired managers, and for re-training people in the 1-week or 3-week training program. However, if you are a first-time franchisee opening your first JIMMY JOHN'S® Restaurant, you will not be charged this additional training fee for your third trainee for that first Restaurant.

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
New Training and Additional Guidance or Support	Currently \$400 per person per day plus expenses if provided at our location; currently \$600 per person per day plus expenses if provided at your Restaurant; we may increase this per-person, per-day fee and charge up to \$1,000	When new training or additional guidance or support begins	You may be charged for new training programs and for additional guidance or support you need or request (excluding aspects relating to labor relations and employment practices).
Area Manager Training	Currently \$2,000; we may increase this fee and charge up to \$5,000	Upon registration in training program	Item 11 discusses required Area Manager training.
Learning management system fee	Currently \$59.22 plus tax per Restaurant per year, but may change depending on number of Jimmy John's® Restaurants participating	Annually	You must participate in the Cornerstone Learning Management System to access certain training materials, knowledge checks and certification exams. We forward the payment to Cornerstone, our vendor for the system.

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Controlling Ownership Interest Transfer	\$2,500, \$7,500, or \$12,500	½ due (and non-refundable) when you request transfer approval; balance due before transfer completed	\$12,500 if transfer is of Restaurant, or controlling ownership interest in you or your owners, and transferee is <u>not</u> an existing JIMMY JOHN'S® Restaurant franchisee that has operated at least 1 JIMMY JOHN'S® Restaurant for 1 full year; \$7,500 if transfer is of Restaurant, or controlling ownership interest in you or your owners, and transferee <u>is</u> an existing JIMMY JOHN'S® Restaurant franchisee that has operated at least 1 JIMMY JOHN'S® Restaurant for 1 full year; no charge if Franchise Agreement transferred to an entity you control; \$2,500 if transfer is of Restaurant, or controlling ownership interest in you or your owners, and transferee is an immediate family member (including an spouse, parent, child, or sibling) of the transferee.
Non-Controlling Ownership Interest Transfer	\$1,000	Before the transfer's proposed effective date	\$1,000 if transfer of a non-controlling ownership interest. This fee is not payable if the transfer is of a non-controlling ownership interest by the Operations Partner.
Product and Service Purchases	Discussed in Item 8 <sup>3</sup>	As incurred	You will buy products and services from us; certain of our affiliates; designated and approved vendors whose items meet our standards and specifications; and/or other suppliers to the industry. Prices depend on the supplier and item/service involved.

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Testing	Costs of Testing (amount of which depends on circumstances, including supplier's location, testing required, and item involved)	When billed	This covers the costs of testing new products or inspecting new suppliers you propose.
Relocation	\$2,500 plus costs and expenses	As incurred	Due if you wish to relocate the Restaurant's premises.
Computer Systems, Maintenance, and Support	Costs of Service	As incurred	This covers computer system support and ongoing development and software upgrades that we or certain affiliates might provide in the future; we and our affiliates do not now provide these services but may charge you for them if we do.
Confidential Area Manager Manual	\$500	As incurred	You must pay for a replacement copy or if you want a copy of this Manual and an Area Manager has not yet attended Area Manager training (obtaining a copy does not replace mandatory Area Manager training).
Franchisee Convention	Up to \$500	When billed	You may be charged this fee to attend each franchisee convention (you also must pay your travel and living expenses); this fee is intended to help cover conference costs and may increase if costs of conducting the conference increase.
Regional Advisory Council <sup>5</sup>	Council Assessments	When billed	We have right to enforce payments, which may vary among councils.

Contingent Fees (typically arise only upon your default)

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Audit	Cost of inspection or audit (amount of which depends on circumstances and extent of your non-compliance)	15 days after receiving examination report	Due if: 1.) We conduct an on-site examination because you fail to submit reports, supporting records, or other required information in a timely manner; or 2.) You understate required Royalties or Fund contributions by more than 3% for the audit period
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	When billed	Due on all overdue amounts more than 7 days late.
Non-Approved Restaurant Opening	\$2,500 for each day Restaurant is open without our approval	When billed	Due if you open Restaurant for business before being approved to do so.
Non-Compliance	\$250 to \$1,000 for deviations from operational requirements / Brand Standards	When billed	Due, at our option, if you deviate from system requirements for operations or Brand Standards. This serves as compensation for administrative and management costs, not for damages due to your default. You may be charged \$250 for each deviation. If the same (or a substantially similar) deviation is discovered on 1 or more consecutive, subsequent visits to or inspections of your Restaurant, you may be charged \$500 for 1st repeat deviation and \$1,000 for second and each subsequent repeat deviation.
Unauthorized Advertising Fee	\$1,000 per occurrence	When billed	Due if you use unapproved advertising or marketing materials.

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Late Fee	10% of original amount due but not paid on time	When billed	Due for each late payment.
Confidential Operations Manual	\$500	15 days after billing	Charge for replacement copy.
Management Fee	\$600 per person per day (plus costs and expenses)	As incurred	Due when we, our affiliate, or another third party manages Restaurant after your Operations Partner's death or disability or after your default or abandonment.
Costs and Attorneys' Fees	Will vary under circumstances and depend on nature of your non-compliance	As incurred	Due when you do not comply with the Franchise Agreement.
Indemnification	Will vary under circumstances and depend on nature of third-party claim	As incurred	You must reimburse us and our affiliates if any of us is held liable for claims from your Restaurant's operation or incurs costs to defend them.
Liquidated Damages	See footnote 6 below	See footnote 6 below	
Maintenance Cost Reimbursement	\$600 per day plus costs and expenses	As incurred	You must provide reimbursement if we or our designee corrects your Restaurant's sub-standard appearance or condition (if you do not do so when required); amount depends on extent of your non-compliance.
Customer Complaint Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must provide reimbursement if we or our designee resolves a customer complaint because you do not do so; amount depends on extent of your non-compliance.
Insurance Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must provide reimbursement if we or our designee obtains insurance for you because you fail to obtain or maintain required coverage (your failure is a Franchise Agreement default).

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Tax Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must reimburse us for any taxes we must pay to any state taxing authority on account of either your operation or your payments to us (except for certain income-related taxes of ours).
De-identification Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must provide reimbursement if we or our designee incurs costs to de-brand the Restaurant after the franchise ends because you fail to do so as required.

1/ Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us, certain of our affiliates, or other designees. While all fees currently are uniformly imposed, we reserve the right to charge a higher or lower Royalty, to be negotiated with franchisees depending on the circumstances, for certain “captive venue” or non-traditional Restaurant locations like airports, food courts, and the like. Franchisees operating at these types of locations also might pay a lower Advertising and Development Fund contribution—or have no required Advertising and Development Fund contribution—and might have a different or no local marketing obligation, depending on their circumstances. We may (in our sole judgment) waive or reduce the transfer fee for distressed restaurant transfers and other circumstances we deem appropriate. No fee is refundable. (However, as described in Item 5, if your Operations Partner or an on-site manager that you have designated to become certified cancels participation in a training class or program, the training fee you paid might be partially credited toward a future training class or program. The credit will not exceed 50% of the training fee you paid; you will receive no credit if your Operations Partner or an on-site manager that you have designated to become certified cancels participation in a training class or program 2 weeks or less before its scheduled date.)

2/ Our current incentive programs provide for reduced Royalties along with a credit of all or a part of the initial franchise fee towards your Royalties. We describe the eligibility requirements for these programs in Item 5. In addition to any other applicable requirements, the reduced royalty rates described below apply only if: (a) you build the Restaurant in the design, to the specifications, and at the location approved we approve; and (b) you provide us with a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business.



(a) *Standard Adopter Incentive.* If you qualify for the Standard Adopter Incentive program, then for all Restaurants that you open on or before the earlier of December 31, 2022 or the deadline in the development schedule (if applicable), your Royalty (as a percentage of Gross Sales) is:

First 12 months of operation	0%
Months 13-24 of operation	2%
Months 25-36 of operation	4%
Remaining term of Franchise Agreement	6%

If you qualify for the Standard Adopter Incentive Program, then for all Restaurants that you open between January 1, 2023 and December 31, 2025 and by the deadline in the development schedule, your Royalty (as a percentage of Gross Sales) is:

First 12 months of operation	1%
Months 13-24 of operation	2%
Months 25-36 of operation	4%
Remaining term of Franchise Agreement	6%

As described in Item 5, under this program we also will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee (up to \$25,000 under the Standard Adopter Incentive Program) towards the Royalties owed under the Franchise Agreement. You will not receive the Standard Adopter Incentive program benefits if you fail to open the applicable Restaurant on or before the deadline in the development schedule or otherwise do not qualify for the program.

In addition, if you qualify for the Standard Adopter Incentive program, you may also take advantage of the “Additional Early Opening Benefit.” Under the Additional Early Opening Benefit, if you open your Restaurant at least 3 months before the required opening date under the development schedule or Franchise Agreement (as applicable), then your Royalty will be 0% of Gross Sales for the first 6 months that the Restaurant is open for business. If the Additional Early Opening Benefit applies, then the royalty rates described above for the Standard Adopter Incentive program will apply beginning 6 months after the Restaurant’s actual opening date.

(b) *2022 Pull-Forward Strategic Incentive.* If you qualify for the 2022 Pull-Forward Strategic Incentive program, then for all Restaurants that were required to open in 2023 or later, but which you open on or before December 31, 2022, your Royalty (as a percentage of Gross Sales) is:

First 12 months of operation	0%
Months 13-24 of operation	2%
Months 25-36 of operation	4%
Remaining term of Franchise Agreement	6%

As described in Item 5, under the 2022 Pull-Forward Strategic Incentive program, we also will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee, up to \$30,000, towards the Royalties owed under the Franchise Agreement. You will not receive these 2022 Pull-Forward Strategic Incentive program benefits if you fail to open the applicable Restaurant on or before December 31, 2022 or otherwise do not qualify for the program.

(c) *Clean-Up Strategic Incentive.* If you qualify for the Clean-Up Strategic Incentive program, then for all Restaurants that you open on or before December 31, 2022, your Royalty (as a percentage of Gross Sales) is:

First 12 months of operation	1%
Months 13-24 of operation	2%
Months 25-36 of operation	4%
Remaining term of Franchise Agreement	6%

As described in Item 5, under the Clean-Up Strategic Incentive program, we also will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee (if that Franchise Agreement is covered by a previously-signed Development Rights Rider), up to \$30,000, towards the Royalties owed under that Franchise Agreement. You will not receive these Clean-Up Strategic Incentive program benefits if you fail to open the applicable Restaurant on or before December 31, 2022 or otherwise do not qualify for the program.

- 3/ Before your Restaurant opens, you must sign and deliver forms we require authorizing us to debit your business checking account automatically for the Royalty, Fund contributions, and other amounts due under the Franchise Agreement and for your purchases of Trade Secret Food Products, Branded Products, Permitted Brands, and other items from us, our affiliates, or our designated or approved suppliers (the “Electronic Depository Transfer Account” or “EDTA”). We may auto-debit all fees and payments you owe us, our affiliates, or any designated or approved suppliers of Operating Assets, Trade Secret Food

Products, Branded Products, Permitted Brands, and other items and services related to the Restaurant's operation. We will debit the EDTA for these amounts on their due dates or before then if your actions indicate to us that your required payments might not be made when due. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions. If you do not timely report the Restaurant's Gross Sales, we may debit your EDTA for 120% of the last Royalty and Fund contribution we debited (together with the late fee and interest). If the amounts we debit are less than the amounts you actually owe us, we will debit your EDTA for the balance on the day we specify. If the amounts we debit exceed the amounts you actually owe us, we will credit the excess against the amounts due the following week.

- 4/ These Cooperative Advertising Programs will include JIMMY JOHN'S® Restaurants operated in the designated market area by us, JJE, or our other affiliates. Besides your advertising obligations described in this Item, you must spend 0.5% of the Restaurant's weekly Gross Sales on local marketing. We recommend that you spend between \$3,000 and \$5,000 to conduct a grand opening event.
- 5/ You must participate actively in any JIMMY JOHN'S® Regional Advisory Franchisee Council ("Council") we designate. A Council's purpose includes exchanging ideas and problem-solving methods, advising us on expenditures for regional advertising, and coordinating franchisee efforts. You must pay all assessments the Council levies, and we may enforce this obligation for the Council. Amounts and expenditures may vary due to differences in Council participation and costs (but we must approve them). We may form a Council when more than one franchisee operates a JIMMY JOHN'S® Restaurant in any given region, the boundaries of which we may determine.
- 6/ If we terminate the Franchise Agreement with cause or you terminate the Franchise Agreement without cause, we may require you to pay us, within 15 days after the termination's effective date, liquidated damages equal to the product of either 36 or the number of months then remaining in the Franchise Agreement's term as of the effective date of termination, whichever is shorter, multiplied by the average monthly Royalties that you (or the person or entity who previously operated the Restaurant) owed us during the 12 full months before the month of termination (or for such lesser number of full months that the Restaurant has been open and operating on a continuous basis, whether under the Franchise Agreement or a predecessor franchise agreement, if less than 12 months). These liquidated damages cover only our damages from loss of the Royalty. They do not cover other damages to which we might be entitled due to your actions or inaction.

**Item 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Initial Franchise Fee (1)	\$30,000 – \$35,000	Lump Sum	Upon signing Franchise Agreement and, if applicable, Development Rights Rider	Us
Real Estate/Rent (1 month) (2)	\$2,500 – \$8,000	As Agreed	As Incurred	Landlord
Security Deposit (2)	\$2,500 – \$8,000	As Agreed	As Incurred	Landlord
Leasehold Improvements (3)	\$115,000 - \$310,000	As Agreed	As Incurred	Outside Suppliers
Furniture, Fixtures, Signage, and Equipment (including Computer/ Point-of-Sale System) (4)	\$115,000 - \$166,000	As Agreed	As Incurred	Outside Suppliers
Architect	\$9,500-\$14,500	As Agreed	As Incurred	Architect
Office Equipment (5)	\$1,900	As Agreed	As Incurred	Outside Suppliers
Utility Deposits (6)	\$1,000 - \$2,000	As Agreed	As Incurred	Utility Companies
Opening Inventory and Supplies (7)	\$6,000	As Agreed	As Incurred	Designated and Approved Suppliers
Grand Opening Event (8)	\$3,000 - \$5,000	As Incurred	As Incurred	Advertising Sources
Training Expenses (out-of-pocket costs for up to 3 people)	\$6,000 - \$15,000	As Incurred	As Incurred	Third Parties
Insurance (9)	\$11,500 - \$15,000	As Incurred	As Incurred	Insurance Company
Miscellaneous Expenses (10)	\$2,000 - \$10,000	As Incurred	As Incurred	Advisors and Others
Additional Funds – 3 months (11)	\$50,000 - \$75,000	As Incurred	As Incurred	Employees and Suppliers
<b>TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate purchase costs) (12)</b>	<b>\$355,900 - \$671,400*</b>			

- Except for the security deposit and perhaps some utility deposits, no expenditure in this table is refundable.

\*You will not incur most of these costs if you are renewing your franchise or acquiring the Restaurant from an existing franchisee because the Restaurant already is open. However, as a condition of renewal or transfer, you must make certain upgrades, modifications, and improvements at the Restaurant to meet current JIMMY JOHN'S® brand standards. Your costs will depend on the Restaurant's current condition.

The table above assumes you will develop a new JIMMY JOHN'S® Restaurant. However, if you choose to buy the assets of an existing JIMMY JOHN'S® Restaurant from JJE and take over its operation as a franchise, you will not incur most of the costs set forth in the table above. Rather, JJE and you will negotiate the appropriate purchase price, which might be higher or lower than the estimated initial investment listed above. The Restaurant's actual purchase price will depend on age, location, condition, profitability, cash flow, strategic considerations, and other relevant market factors. You also might be required to incur costs to remodel and upgrade the Restaurant to the then-current JIMMY JOHN'S® brand standards.

### Explanatory Notes

1. We describe the initial franchise fee and development fee, and when these fees are due, in Item 5. We may reduce the initial franchise fee as described in Item 5. No separate initial investment is required when you sign the Development Rights Rider.

2. A JIMMY JOHN'S® Restaurant typically occupies approximately 1,000 to 1,800 square feet of space. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas. JIMMY JOHN'S® Restaurants typically are located in strip shopping centers, shopping malls, free-standing units, and other venues in downtown commercial areas and in suburban areas. This estimate contemplates a security deposit equal to one month's rent. You might be required to pay a larger security deposit. We anticipate you will rent the Restaurant's premises. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Restaurant already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because numerous variables affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Restaurant. This initial investment table also reflects the costs of developing a drive-thru location. Drive-thru locations are more expensive because of, among other things, the larger restaurant size and the additional required construction/leasehold improvement and fixtures and equipment.

3. Leasehold improvement costs—including floor covering, wall treatment, counters, ceilings, painting, window coverings, electrical, carpentry, and similar work, and contractor's fees—depend on the site's condition, location, and size; the demand for the site among prospective lessees; the site's previous use; the build-out required to conform the site for your Restaurant; and any construction or other allowances the landlord grants. The lower figure assumes the landlord bears many leasehold improvement costs (which it then might include in the rent). See note 2 above regarding drive-thru locations.

4. This includes refrigerators, freezers, ovens, point-of-sale system, computer, stereo, telephones, signage, and (if directed) a video security system. The investment amount might

increase depending on whether or not the location offers drive-thru and the amount of interior seating. See note 2 above regarding drive-thru locations.

5. This includes a desk, chair, and safe.

6. You might be required to pay deposits for telephone service and gas, electric, and other utilities.

7. This includes food and beverage products, paper products, cleaning supplies, and printing and other supplies.

8. You are not required to conduct a Restaurant “grand opening” marketing program, either before or after your Restaurant opens. However, if you choose to have this type of event, we recommend you schedule it for 90 to 120 days after the Restaurant opens and spend \$3,000 to \$5,000 for newspaper and radio advertising and promotional items.

9. You must obtain and maintain certain types and amounts of insurance in the amounts, covering the risks, and including the provisions we periodically specify. Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates insurance premium costs for 1 year. You should check with your insurance agent for any additional insurance you might want to obtain above our stated minimums.

10. This estimates the funds needed for professional advisors (like an attorney and accountant) and other miscellaneous expenses not addressed in this table that might arise during the franchise acquisition and development process.

11. This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll costs but not any owner’s draw or salary. However, this is only an estimate, and you might need additional working capital during the Restaurant’s first 3 months of operation and for a longer time period after that. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even. We cannot guarantee when or if your Restaurant will break even. Your costs will depend on how much you follow JIMMY JOHN’S® methods and procedures; your management skill, experience, and business acumen; local economic conditions; the prevailing wage rate; competition; and your Restaurant’s sales during the initial period. We relied on JFJ’s approximately 27 years of franchising, and JJE’s approximately 38 years of operating, JIMMY JOHN’S® Restaurants to compile this Additional Funds estimate.

12. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

**Item 8**  
**RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate the Restaurant according to all JIMMY JOHN'S® Brand Standards. Establishing and enforcing Brand Standards are the mechanism by which we maintain the quality and consistency of the JIMMY JOHN'S® brand. Brand Standards may regulate, among other things, types, models, and brands of required fixtures, furniture, furnishings, signs, and equipment (including required computer, point-of-sale information system, back office systems for reporting and inventory purposes, and, upon our request, video security system) (collectively, "Operating Assets"); required Trade Secret Food Products, Branded Products, Permitted Brands, other food products, and supplies; required and/or authorized Menu Items, recipes, and food-handling and preparation procedures; unauthorized and prohibited food products, beverages, and services; inventory requirements; and designated and approved suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, other items, and services.

In the case of Trade Secret Food Products and Branded Products, suppliers will be limited to us, certain of our affiliates, and/or other specified exclusive sources, meaning you must buy Trade Secret Food Products and Branded Products during the franchise term only from us, our designated affiliates, and/or the other specified exclusive sources at the prices we and they decide to charge. We restrict these items' sources to protect trade secrets and other intellectual-property rights, assure quality, assure a reliable supply of products meeting JIMMY JOHN'S® standards, achieve better purchase terms and delivery service, control use of the Marks by third parties, and monitor the manufacturing, packaging, processing, and sale of these items.

In the case of Operating Assets, services (including construction-related services), and items other than Trade Secret Food Products and Branded Products (like Permitted Brands), suppliers may at our option be limited to us, certain of our affiliates, and/or other specified exclusive sources, in which case you must (at our direction) buy those Operating Assets and other items and services (including gift, loyalty, and affinity card processing services, "mystery" and "secret" shopper services, customer satisfaction survey processes, and construction-related services) during the franchise term only from us, our designated affiliates, and/or the other specified exclusive sources at the prices we and they decide to charge. We have the absolute right to limit the suppliers with whom you may deal. We will not allow you or another franchisee to be a supplier of any products or services to JIMMY JOHN'S® Restaurants.

We will identify all designated and approved suppliers in the Confidential Operations Manual or other written or electronic communications. Our affiliate has contracted with a technology provider to provide franchisees a technology-based learning management system, and you must participate in the arrangement with that provider. Otherwise, we and our affiliates currently are not designated or approved suppliers of any items or services. Besides Trade Secret Food Products and Branded Products, you currently must buy all of your Restaurant's equipment and point-of-sale system from our designated suppliers. We also may require you to use our designated insurance broker, a designated supplier for video security systems, and designated or approved general contractors. There are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Restaurant that you currently must buy or lease from us (or an affiliate) or designated suppliers. Any purchases from us and our affiliates, whether required or voluntary,

generally will be at prices exceeding our costs (plus applicable taxes and shipping charges). Our officers currently do not own an interest in any suppliers.

To maintain the quality of products and services that JIMMY JOHN'S® Restaurants sell and the reputation of the JIMMY JOHN'S® system, we may condition your right to buy or lease Operating Assets, inventory and other items, and services (besides those described above that you may obtain only from us, certain of our affiliates, and/or other specified exclusive sources) on their meeting minimum standards and specifications prescribed for the JIMMY JOHN'S® system and/or being acquired from suppliers we approve. We will issue and modify standards and specifications based on our, our affiliates', and franchisees' experience in operating JIMMY JOHN'S® Restaurants. These standards and specifications may include minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our Confidential Operations Manual or other communications will identify required standards and specifications for you and (where appropriate) suppliers or only for suppliers (in the latter case where, for example, required standards and/or specifications are given to a supplier under a confidentiality agreement). There might be situations where you can obtain items from any supplier that can satisfy our requirements and, therefore, that supplier would be approved as to those items.

If we institute any restrictive sourcing program (which we already have done, as noted above, for Trade Secret Food Products, Branded Products, the Restaurant's equipment, and the point-of-sale system and also may do for other items, including general contractor services) and you want to use any item or service we have not yet evaluated, or to buy or lease from a supplier we have not yet approved or designated as meeting minimum JIMMY JOHN'S® standards and specifications, you first must send us any information, specifications, and samples we may require so we can determine whether the item or service complies with Brand Standards or the supplier meets approved supplier criteria. We may charge you or the supplier a reasonable evaluation fee and will decide within a reasonable time (no more than 30 days). We periodically will establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, the benefits of concentrating purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us, certain of our affiliates, and/or our system for the right to do business with our system. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with us, our affiliates, you, and other franchisees and to use all amounts received without restriction for any purposes we and our affiliates deem appropriate (unless we and our affiliates agree otherwise with the supplier). Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to confirm the supplier meets JIMMY JOHN'S® standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We need not approve any request for a new supplier, product, or service and do not intend to do so if we already have designated specific items, services, and/or suppliers or otherwise have imposed restrictions on the supply system.

Besides these purchases and leases, you must obtain and maintain in force, at your own expense, insurance coverage for the Restaurant in the amounts, covering the risks, and including the provisions we periodically specify. All insurance is subject to our approval, which we will not



unreasonably withhold if the insurance meets minimum JIMMY JOHN'S® requirements. All insurance carriers must be rated A- or higher by A.M. Best and Company, Inc. You currently must have (i) Special Form Property Coverage insurance for the Restaurant build-out and contents for full replacement-cost value; (ii) Comprehensive General Liability insurance, including Products and Completed Operations, broad form Contractual Liability, Personal and Advertising Injury, and Fire Damage Legal Liability, and Food Borne Illness Liability; (iii) Separate Automobile Liability insurance for non-owned and hired auto, the coverage must not be on a BOP or included in the liability, it must be on an auto form; (iv) Business Interruption insurance on an Actual Loss Sustained Basis or Loss Income Basis for up to 12 months; (v) Worker's Compensation and Employer's Liability insurance to satisfy state law; (vi) Employment Practices Liability insurance; (vii) Umbrella insurance; (viii) an MVR Affidavit in a form we accept and signed by your insurance agency to document that the insurance company providing automobile liability insurance requires a review of motor vehicle reports for each driver upon hire and at least annually afterward (to confirm every driver meets guidelines the insurance company establishes allowing them to drive under the insurance policy secured); and (ix) other insurance periodically required by your lease or us.

Employment Practices Liability Insurance and umbrella coverage levels depend on the number of Restaurants owned. Premiums depend on the insurance carrier's charges, terms of payment, and your history. Defense costs must not erode the policy limits. All policies for the liability, hired and non-owned auto, and umbrella must include an additional insured endorsement naming us, Jimmy John's Franchise, LLC; Jimmy John's Enterprises, LLC; Jimmy John's Buying Group, LLC; JJBC, LLC; Jimmy John's, LLC; Jimmy John's SPV Guarantor, LLC; Jimmy John's Funding, LLC; Jimmy John's Franchisor SPV, LLC; Jimmy John's Buying Group SPV, LLC, and Inspire Brands, Inc. as additional insureds using ISO form CG2029 or an equivalent endorsement for the liability and the ISO form CG 2048 or an equivalent endorsement for the hired and non-owned auto. The EPLI policy must be endorsed with the Franchisee Program Endorsement or the Vicarious Co-Defendant Endorsement providing defense coverage for all prior mentioned JJJ/Inspire Brand entities. All policies listed above must renew on the same anniversary date. No blanket additional insured will be accepted. We may at any time change the types, or increase the amounts, of required insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or relevant changes in circumstances. We may obtain insurance coverage for the Restaurant at your expense if you fail to do so, in which case you must reimburse our costs. In order to comply with our insurance requirements, you must submit at every renewal certificates of insurance reflecting all coverages maintained, including the policy endorsement naming the additional insureds on the ISO form CA 2029 or its equivalent, the umbrella additional insured and the hired and non-owned auto on the CA 20448, or its equivalent, a signed MVR affidavit, and a copy of the Umbrella declarations page.

To protect the goodwill we and certain of our affiliates have accumulated in the "JIMMY JOHN'S®" name and other Marks, we reserve the right to review all advertising, promotional, or marketing materials on or in which you intend to use the "JIMMY JOHN'S®" name or other Marks. You must not use any advertising, promotional, or marketing materials we have not had the opportunity to approve or have disapproved. In addition, because of the threat that unresolved or unsatisfactorily resolved customer complaints pose to the JIMMY JOHN'S® brand, we are committed to a 100% customer satisfaction policy. We reserve the right to receive and facilitate the resolution of complaints bearing on, or otherwise posing a threat to, the JIMMY JOHN'S® brand. We may resolve those complaints in our sole discretion or refer the complaints to you for

resolution. If we incur costs resolving customer complaints for you, we may seek reimbursement from you.

You are responsible for developing the Restaurant. You will be given mandatory and suggested specifications and layouts for a JIMMY JOHN'S® Restaurant, including requirements for exterior design (including façade, parking lot, sidewalks, and landscaping), dimensions, image, interior design and layout, decor, Operating Assets, and color scheme. These specifications might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for disabled persons. You are solely responsible for complying with all such laws, codes, and regulations and must inform us of any changes to the Restaurant's specifications that you believe are necessary to ensure such compliance. You must prepare a site survey and all required construction plans and specifications for the Restaurant's site and confirm they comply with JIMMY JOHN'S® requirements, the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. Before beginning the Restaurant construction process, you must identify your proposed general contractor. That general contractor must have sufficient experience (in our opinion) constructing similar types of commercial properties. We have the right to accept your proposed general contractor in writing before you hire it to construct the Restaurant. You may not hire any general contractor we reject. We may designate the general contractor you must use (with which you will contract directly) instead of allowing you to choose your own. We must review and approve all final plans and specifications before you begin constructing the Restaurant and all revised or "as built" plans and specifications during construction. Our review is only to ensure your compliance with JIMMY JOHN'S® design requirements. We may inspect the Restaurant during its development. You are responsible for the performance of architects, contractors, and subcontractors you hire to develop and maintain the Restaurant and for ensuring that sufficient insurance coverage is in place during the construction process.

The Restaurant must be at a site we accept. In choosing a Restaurant site, you will be given information about how, in our and our affiliates' experience, factors such as demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics could impact the suitability of a particular location as a site for a JIMMY JOHN'S® Restaurant. You must give us information and materials we request concerning the site at which you propose to operate the Restaurant so we can assess, and determine whether we will accept, that site. We have the right to accept the Restaurant's lease or sublease and to require that it include certain provisions, including our and our designee's right to the Restaurant's site if the franchise is terminated or not renewed or you lose possession because of your lease default. You and your landlord must sign our Franchisor Lease Addendum when you sign your lease.

The Development Rights Rider does not require you to buy or lease from us (or our affiliates), our designees, or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items. You must give us information and materials we request concerning each site at which you propose to operate a Restaurant so we can assess, and determine whether we will accept, that site.

Collectively, the purchases and leases described above are virtually 100% of your overall purchases and leases to establish and operate the Restaurant. During the 2021 fiscal year, neither we nor our affiliates sold products or services directly to franchisees for their JIMMY JOHN'S® Restaurants; therefore, they derived no revenue from those activities. However, we and certain of our affiliates received payments and/or licensing fees from designated and approved suppliers on account of JIMMY JOHN'S® franchisees' purchases of required and approved items from those suppliers. During the 2021 fiscal year, we and such affiliates received \$55,947,249 from third party suppliers on account of JIMMY JOHN'S® Restaurant franchisees' purchases of approved, contracted, proprietary, or designated items from those suppliers (this amount includes \$3,484,249 in supplier contributions for convention-related costs). This information is taken from JJF's and such other affiliates' internal business records.

There currently are no purchasing or distribution cooperatives. We and our designees currently negotiate purchase arrangements with suppliers (including price terms) for Trade Secret Food Products, Branded Products, Permitted Brands, the Restaurant's equipment, the point-of-sale system, building supplies, and signage. In doing so, we and our designees seek to promote the franchise system's overall interests and our interests as the franchisor (rather than the interests of any particular franchisee). We do not provide material benefits to you (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers.

### **Item 9** **FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	2A and B of Franchise Agreement and 6 of Development Rights Rider	7, 8, 11, and 12
b. Pre-opening purchases/leases	2C, D, and E and 8A of Franchise Agreement	5, 7, 8, and 11
c. Site development and other pre-opening requirements	2C, D, E, and F of Franchise Agreement	7, 8, and 11
d. Initial and ongoing training	4A and B of Franchise Agreement	5, 6, 7, and 11
e. Opening	2F of Franchise Agreement and 3 of Development Rights Rider	11 and 12

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
f. Fees	2B, D, E, F, and G, 3, 4A, B, C, and D, 8A(1), (5), (14), and (15), 8C, 9, 11B, 12C(7), 12E(2), 13A, 14C, 15B and F, 16C and D, and 17C of Franchise Agreement, 5 of Development Rights Rider, and 8, 9, and 10 of Successor Franchise Rider	5, 6, and 7
g. Compliance with standards and policies/operating manual	4A, B, C, and D and 8 of Franchise Agreement	8 and 11
h. Trademarks and proprietary information	2E, 5, and 6 of Franchise Agreement	13 and 14
i. Restrictions on products/services offered	1D and 8A of Franchise Agreement	8, 11, 12, and 16
j. Warranty and customer service requirements	8A(14)	6
k. Territorial development and sales quotas	2, 3, and 6 of Development Rights Rider	12
l. On-going product/service purchases	2D and E and 8 of Franchise Agreement	6 and 8
m. Maintenance, appearance, and remodeling requirements	8 and 13A of Franchise Agreement and 6 and 9 of Successor Franchise Rider	8, 11, and 17
n. Insurance	2G of Franchise Agreement	7 and 8
o. Advertising	9 of Franchise Agreement	6, 7, 8, and 11
p. Indemnification	16D of Franchise Agreement	6
q. Owner's participation/management/staffing	1C(5), 4A and B, and 8A(9) of Franchise Agreement	11 and 15
r. Records and reports	10 of Franchise Agreement	Not Applicable
s. Inspections and audits	8A(15) and 11 of Franchise Agreement	6, 8, and 11
t. Transfer	12 of Franchise Agreement and 9 of Development Rights Rider	17
u. Renewal	13 of Franchise Agreement and 12 of Successor Franchise Rider	17
v. Post-termination obligations	15 of Franchise Agreement	17

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
w. Non-competition covenants	7, 12C(12), 12G, and 15D of Franchise Agreement and Principal's Agreement	15 and 17
x. Dispute resolution	17F and G of Franchise Agreement	17
y. Compliance with Customer Complaint Resolution Procedures	8A(14) of Franchise Agreement	6
z. Compliance with Social Media and Digital Device Policies	5B of Franchise Agreement	Not Applicable
aa. Compliance with All Laws	8D of Franchise Agreement	Not Applicable

**Item 10**  
**FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

**Item 11**  
**FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

As noted in Item 1, we have entered into a management agreement with JJF to provide support and services to franchisees. However, we remain responsible for all of the support and services required under the Franchise Agreement.

Before you open the Restaurant, we will fulfill the following obligations:

1. Use reasonable efforts to help analyze your market area and determine site feasibility based on factors such as demographic characteristics; traffic patterns; parking; character of neighborhood; competition from and proximity to other businesses; other commercial characteristics; and size, appearance, and other physical characteristics, such as visibility and access. Neither we nor our affiliates will select a site for you, however, and it is your responsibility to locate a site for the Restaurant. Within approximately 30 days after receiving your description of, and evidence confirming your favorable prospects for obtaining, a proposed site, we will inform you whether that proposed location is accepted. We may reject a proposed site or require you to sign an acknowledgment that a site you have chosen is accepted but not recommended due to its incompatibility with certain factors that bear on a site's suitability for the location of a JIMMY JOHN'S® Restaurant. If

we sign the Franchise Agreement even though you have not yet located the Restaurant's site (which often is the case), you must secure—within 12 months after signing the Franchise Agreement or within the timeframe necessary to comply with the development schedule under the Development Rights Rider—a site that we accept. We may terminate the Franchise Agreement if you are unable to find an acceptable site within the required timeframe. (Franchise Agreement – Sections 2.A. and 2.B.)

2. Accept your Restaurant's lease. (Franchise Agreement – Section 2.B.)
3. Designate a specific number of Restaurants you may develop and open at acceptable locations within your development area (if we grant you development rights). (Development Rights Rider – Sections 2, 3, and 6) We will evaluate the proposed locations of your additional Restaurants according to the same criteria, and following the same process, outlined above.
4. Give you mandatory and suggested specifications and layouts for a JIMMY JOHN'S® Restaurant, including requirements for exterior design (including façade, parking lot, sidewalks, and landscaping), dimensions, image, interior design and layout, decor, Operating Assets, and color scheme. (Franchise Agreement – Section 2.C.) The Restaurant's layout and design are in our sole judgment.
5. Identify the Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, other food products, and supplies you must use to develop and operate the Restaurant, the minimum standards and specifications you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items and services (which may be limited to and/or include us, certain of our affiliates, and/or other specified exclusive sources). (Franchise Agreement – Sections 2.D., 2.E., and 8.A.)
6. Provide you access to one copy of the Confidential Operations Manual (currently consisting of 264 total pages), the current table of contents of which is Exhibit G. (Franchise Agreement – Section 4.D.) We also will give you access to our Confidential Area Manager Manual if you must hire an Area Manager (see training discussion below). (Franchise Agreement – Sections 4.A. and B.)
7. Advise you on the Restaurant's grand opening event if you choose to have one. (Franchise Agreement – Section 9.A.)
8. Train your Operations Partner and the on-site managers that you have designated to attend the JIMMY JOHN'S® training program. (Franchise Agreement – Sections 4.A. and B.) We describe this training later in this Item.

During your operation of the Restaurant, we will fulfill the following obligations:

1. Send one of our representatives to provide guidance and recommendations with respect to the Restaurant's operation (which will not include guidance or recommendations regarding employment matters) during the initial opening period.

We will provide 24 hours of the representative's time if the Restaurant is your first JIMMY JOHN'S® Restaurant, 16 hours if the Restaurant is your second JIMMY JOHN'S® Restaurant, and 8 hours if the Restaurant is your third or subsequent JIMMY JOHN'S® Restaurant. (Franchise Agreement – Section 4.A.(1)) We also will assist new owners that have purchased an existing Restaurant.

2. Advise you regarding the manner in which, based on your reports or our evaluations and inspections, operations at the Restaurant promote and enhance the quality of the JIMMY JOHN'S® brand. We also may provide recommendations to you on standards, specifications, and operating procedures and methods that JIMMY JOHN'S® Restaurants use; purchasing required and authorized Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other items and arranging for their distribution to you; advertising and marketing materials and programs; and administrative, bookkeeping, accounting, and inventory-control procedures. We may provide recommendations to you in our Confidential Operations Manual and other manuals, bulletins, or other written materials; by electronic media; by telephone consultation; and/or at our office or the Restaurant. (Franchise Agreement – Section 4.C.)
3. Give you, at your request (and our option) or if we so require, additional or special guidance and support. (Franchise Agreement – Section 4.C.)
4. Continue to provide you access to the Confidential Operations Manual (and, if applicable, Confidential Area Manager Manual), which may consist of and is defined to include audio, video, computer software, other electronic media, and/or written and other tangible materials. The media and materials comprising the Confidential Operations Manual and Confidential Area Manager Manual contain mandatory and suggested specifications, standards, operating procedures, and rules (“Brand Standards”) and information on your other obligations under the Franchise Agreement. We periodically may modify the substance of the Confidential Operations and Area Manager Manuals to reflect changes in Brand Standards and your other operating requirements. (Franchise Agreement – Sections 4.A., 4.B., 4.C., and 8)
5. Issue and modify Brand Standards for JIMMY JOHN'S® Restaurants. We periodically may modify Brand Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Restaurant and/or incur higher operating costs. (Franchise Agreement – Section 8)
6. Audit and inspect the Restaurant, report on your compliance with the Franchise Agreement and all Brand Standards, and communicate with Restaurant managers and customers. (Franchise Agreement – Section 11.A.)
7. Let you use confidential information. (Franchise Agreement – Section 6)
8. Let you use the Marks. (Franchise Agreement – Section 5)

9. Periodically offer new training courses. (Franchise Agreement – Section 4.A.)
10. Maintain and administer a formal Advertising and Development Fund (the “Fund”) for advertising, marketing, and public-relations programs and materials, as well as other brand-building and protection activities, that we deem appropriate to enhance the JIMMY JOHN’S® brand. (Franchise Agreement – Section 9.B.)

### Advertising and Development Fund

You must contribute to the Fund the amounts we periodically require (not to exceed 4½% of the Restaurant’s Gross Sales or 1½% of the Restaurant’s Gross Sales for Non-Traditional Locations). JIMMY JOHN’S® Restaurants that we or our affiliates own will contribute to the Fund on the same percentage basis as franchisees. One or more franchisees operating their JIMMY JOHN’S® Restaurants in non-traditional venues (e.g., an airport) currently pay a lower Fund contribution than you must pay. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers that deal with JIMMY JOHN’S® Restaurants and with whom we agree to so deposit those allowances.

We or our designee will direct all programs the Fund finances, with sole control over the creative concepts, graphics, materials, communications, media, and endorsements used as well as their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and digital media (including conducting on-line Internet and mobile advertising and marketing); developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering national, regional, and multi-regional marketing and advertising programs, including purchasing trade-journal, direct-mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, as and however we think best. Our designees, including a national advertising agency, currently produce all advertising and marketing materials. The Fund periodically may give you samples of advertising, marketing, and promotional formats and materials at no cost. We or our designee may sell you multiple copies of these materials at our or its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other monies (although we need not keep Fund contributions in a separate bank account) and not use the Fund for our general operating expenses. However, the Fund may pay (i) the reasonable salaries and benefits of personnel managing and administering the Fund and working on Fund business/activities, (ii) the Fund’s other administrative costs, (iii) travel expenses of personnel while on Fund business, (iv) meeting costs, (v) overhead relating to Fund business, and (vi) other expenses we or our designees incur in activities reasonably related to administering or directing the Fund and its programs as well as collecting and accounting for Fund contributions, including, without limitation, taxes we must pay on Fund contributions we receive, conducting market research, public relations, and preparing advertising, promotion, and marketing materials.

The Fund is not a trust. We have a contractual obligation to hold all Fund contributions for the contributors’ benefit and to use contributions only for their permitted purposes (described



above). We have no fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. The Fund will not be used principally to develop materials and programs to solicit new franchise sales. However, media, materials, and programs, including the franchise system Website, prepared using Fund contributions may describe the JIMMY JOHN'S® franchise program, reference the availability of franchises and related information, and process franchise leads. We will prepare an annual, unaudited statement of Fund collections and expenses and give it to you upon written request. We may (but are not required to) have the Fund audited, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described here.

During 2021, 4.5% of system Gross Sales was paid into the Fund (1.5% allocated by JJF for creative, production, development, and advertising and 3% allocated by JJF voluntarily to media purchasing, including media purchasing within certain DMAs (defined below). Of the creative, production, development, and advertising monies actually spent during 2021, the breakdown was as follows:

- 24.49% on administrative fees, including legal fees, professional fees, travel, wages, office expenses, and postage
- 15.10% on field marketing, including wages, travel, and training
- 34.81% on producing radio and television advertisements
- 25.60% on marketing, advertising, racing, and promotional marketing

During 2021, 81.70% of the money JJF voluntarily allocated to media purchasing within certain DMAs was spent for advertising and marketing purposes in such DMAs, and 18.30% was allocated to the 2022 budget.

The Fund's principal purposes are to maximize recognition of the Marks, enhance system protection of the Marks, and increase patronage of JIMMY JOHN'S® Restaurants. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all JIMMY JOHN'S® Restaurants, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by JIMMY JOHN'S® Restaurants operating in that geographic area, or that any JIMMY JOHN'S® Restaurant benefits from the development of advertising and marketing materials, or the placement of advertising, directly or in proportion to its Fund contribution. (In other words, the Fund need not spend any specific amount in your market area.) We may, at the Fund's expense, use collection agents and institute legal proceedings to collect Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce a franchisee's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will at our option spend all remaining Fund monies on permitted activities or distribute

all unspent monies to franchisees, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12-month period.

### Your Local Advertising Obligations

In addition to your Fund and Cooperative Program (defined below) contributions, you must spend, beginning 120 days after you open the Restaurant, at least 0.5% of the Restaurant's weekly Gross Sales to advertise and promote your Restaurant locally (including the costs of sampling and special promotions). At our request, you must send us within 30 days after the end of each month an accounting of your expenditures, in the manner we require, for local advertising and promotion during the preceding month, with receipts showing those expenditures. We may designate during the franchise term which expenditures will, or will not, count toward these required advertising expenditures. You may not develop, maintain, or authorize any website or user-generated content (e.g., social media) we have not had the opportunity to approve or have disapproved that mentions or describes the Restaurant or displays any of the Marks.

All advertising, promotion, and marketing must be completely clear, factual, and not misleading and conform to the highest standards of ethical advertising and marketing and our advertising and marketing policies. To protect the goodwill we and certain of our affiliates have accumulated in the "JIMMY JOHN'S®" name and other Marks, we reserve the right to review all advertising, promotional, or marketing materials on or in which you intend to use the "JIMMY JOHN'S®" name or other Marks. You must not use any advertising, promotional, or marketing materials we have not had the opportunity to approve or have disapproved. (Franchise Agreement – Section 9.C.)

### Cooperative Advertising Programs

We may identify a regional Television Broadcast Designated Market Area ("DMA"), as defined by the Nielsen ratings system or another recognized market-analysis system, in which 1 or more JIMMY JOHN'S® Restaurants are located in order to establish a regional cooperative advertising program for that DMA ("Cooperative Program"). (Franchise Agreement – Section 9.D.) The Cooperative Program's purpose will be to collect funds from its members and to plan, discuss, organize, develop, utilize, produce, disseminate, and implement advertising and promotional programs and materials on a collective basis (and to cover related expenses) for the sale of JIMMY JOHN'S® Restaurant products in the DMA.

If we establish a Cooperative Program in your area, you and your Restaurant must participate in, and will automatically become a member of (without further action), the Cooperative Program as described below. The members of the Cooperative Program in a DMA will be all JIMMY JOHN'S® Restaurants located in that DMA, including those operated by us and our affiliates.

You must appoint one person to represent your interests at Cooperative Program meetings. The representative must be an owner, director, officer, or Restaurant manager. The Cooperative Program may rely on that representative's decisions, votes, and consents at meetings and in other communications without further inquiry. One representative may represent you and other franchisees and multiple JIMMY JOHN'S® Restaurants as long as he or she has valid proxies or other authorizations.

We may control the Cooperative Program's formation, organization, governance, administration, and operation, including all advertising, marketing, and promotional activities, regardless of the number of members. We may periodically issue rules and instructions for the Cooperative Program's operation with which you and your Restaurant must comply. The Cooperative Program will hold meetings as we deem necessary to conduct business, although the Cooperative Program's affairs may be handled through any means (e.g., email) that communicate with the Cooperative Program's members. You will receive notices of meetings at least 7 days in advance. Your failure to receive notice of a meeting will not invalidate any action validly taken by franchisees at the meeting.

The Cooperative Program will formulate a budget to pay the advertising expenses and costs it incurs. We may establish minimum financial reporting requirements (subject to change periodically) with which the Cooperative Program must comply. You or your Operations Partner has the right during normal business hours, at your own expense, to personally and individually (i.e., not through a third-party representative, accountant, or consultant) examine the Cooperative Program's books and records with respect to monies contributed to the Cooperative Program directly by franchisees (this does not include Fund contributions we may voluntarily allocate to the Cooperative Program).

You must contribute to the Cooperative Program for your Restaurant's DMA the amounts we periodically specify, although this amount will not exceed 2% of your Restaurant's Gross Sales. You must pay your minimum contribution at the time, in the manner, on the terms, and with the report we periodically specify. Contributions are not refundable. This contribution is in addition to (and not in place of) your required Fund contributions and local advertising requirements described above. (We currently do not require a separate Cooperative Program contribution from you.)

Cooperative Program members might participate in the Cooperative Program at varying levels because of the different Gross Sales levels of their JIMMY JOHN'S® Restaurants. Cooperative Program contributions need not be uniform for all members.

We may, but have no obligation to, have Cooperative Program contributions deposited to the Cooperative Program's credit in banks or other depositories as we deem appropriate. You assign to the Cooperative Program any promotional and/or marketing allowances or similar compensation to be given or paid directly to you (as opposed to us or our affiliates) due to your Restaurant's purchase of products and services under any programs or arrangements negotiated and established on behalf of JIMMY JOHN'S® Restaurants located in the DMA with the understanding or expectation that such amounts would be contributed to the Cooperative Program. We and the Cooperative Program may act on your behalf to authorize a supplier to pay those advertising, promotional, or marketing funds or allowances directly to the Cooperative.

Franchisee contributions made directly to the Cooperative Program will be spent only for advertising and marketing-related activities in the DMA (including related costs and expenses). We or our designees will develop advertising plans and programs for spending Cooperative Program funds, and Cooperative Program members will approve those plans and programs as follows.

We or our designees periodically will meet with advertising and similar agencies, determine and create advertising plans and programs for the DMA, set budgets, and engage in

similar planning activities. We or our designees then will present advertising plans and programs to the JIMMY JOHN'S® Restaurants and franchisees covered by the Cooperative Program (the presentation may be in writing, by email, or at a meeting of which you are notified). The JIMMY JOHN'S® Restaurants and franchisees covered by the Cooperative Program (including us and our affiliates) will vote to approve or disapprove the advertising plans and programs presented. In order for the proposed advertising plans and programs to be approved, at least a majority (i.e., in excess of 50%) of the JIMMY JOHN'S® Restaurants actually voting or otherwise responding by the designated date, including by valid proxy and other authorization (including JIMMY JOHN'S® Restaurants operated by us and our affiliates), must vote in their favor. Each Restaurant will have one vote (unless the franchisee's voting rights have been suspended, as provided below). Once approved, we or our designees will implement the advertising plans and programs using Cooperative Program funds. However, if no franchisees respond, no formal vote is required, and we or our designees alone may decide to implement the proposed advertising plans and programs. We or our designees also may cast the deciding vote if there is a tie among the JIMMY JOHN'S® Restaurants eligible to vote (whether or not we or our affiliates own Restaurants covered by the Cooperative Program). We and/or our designees may use advertising and promotional materials developed, prepared, or used by or for the benefit of the Cooperative Program for any other purposes we and they deem appropriate, including for the activities of other cooperative programs.

We may terminate the Cooperative Program whenever we deem best. You will cease being a member of the Cooperative Program if you no longer own JIMMY JOHN'S® Restaurants located in the DMA or have been expelled. In that case, your voting and other membership rights in the Cooperative Program will terminate automatically on the day your Franchise Agreement terminates or expires or on the day you are expelled. However, you still must pay all contributions that accrued before the date of termination, expiration, or expulsion.

The Cooperative Program may adopt rules and regulations regarding the treatment of delinquencies. You agree to abide by them, including paying interest and late fees. We may suspend your voting rights and other privileges if you are delinquent in making contributions or otherwise are in default under your Franchise Agreement (including by not having the required number of certified managers in place). However, suspension of your voting rights and other privileges will not excuse you from paying delinquent amounts or other contributions becoming due from Cooperative Program members after the suspension.

You will remain responsible to the Cooperative Program for all contributions due through the date of the Restaurant's transfer. A transfer will be deemed to occur only if it complies with your Franchise Agreement. If you sell or close your Restaurant (or are expelled) when you have a credit balance with the Cooperative Program, the balance will not be refunded. It will be retained for the benefit of other Cooperative Program members if the transaction involves the Restaurant's closing or the termination or expiration of your Franchise Agreement (or your expulsion); credited to the transferee if an approved transfer takes place; or credited to your other JIMMY JOHN'S® Restaurants and Cooperative Program memberships if the transaction involves a Restaurant closing but you then own other JIMMY JOHN'S® Restaurants located in the DMA and remain a Cooperative Program member with respect to one or more of those other Restaurants.

We have the power to form, change, dissolve, or merge any Cooperative Program. Cooperative Programs will not operate from any written governing documents other than your

Franchise Agreement. As of this disclosure document's original issuance date, we have identified 182 separate DMAs for JIMMY JOHN'S® Restaurants.

#### Franchisee Advertising Council

There currently is no franchisee advertising council advising us on advertising policies. However, we have the power to form, change, or dissolve such a council.

#### Regional Advisory Franchisee Council

You must participate in any Regional Advisory Franchisee Council we designate. We have the power to form, change, dissolve, or merge any such Council.

#### Computer and Point-of-Sale Systems

You must have a "back-of-office" Windows-compatible desktop computer that is not a laptop, which you may purchase through your own vendor. The computer must have an Ethernet adapter for network and Internet connectivity. You must have a functioning email address to receive notices and otherwise communicate with you by email. You must provide network cabling in your Restaurant according to our specifications. The operating system of the "back-of-office" computer must be a version of Windows that is currently supported by Microsoft. You must install and maintain a currently-supported version of Microsoft Excel for the weekly sales report. We estimate the computer system's cost to be \$800 to \$2,000. Because this computer is purchased "off the shelf" at any store, there are no service contracts and no expected annual costs for maintenance, repairs, upgrades, or updates (and therefore no third parties have any contractual right or obligation to provide them).

You must obtain the currently approved point-of-sale system provided by and proprietary to Signature Systems, Inc. The system's approximate cost is \$25,000 to \$55,000, and monthly maintenance and support fees are approximately \$250 to \$500 depending on the configuration chosen and approved. The configuration is determined by multiple factors, including whether the Restaurant is a drive-thru location. This system generates various sales reports, master vouchers, inventory reports, gross-sales statements, and store-control information reports. The system is intended to include network hardware and security services to help you achieve Payment Card Industry Data Security Standards compliance, and validate your compliance as may be periodically required. You must comply with the most current version of the Payment Card Industry Data Security Standards.

You must have an approved online ordering system. The only approved system is provided by Mobo System, Inc. d/b/a Olo, and costs approximately \$150 for the set-up and \$75 per month. You also must purchase certain computer equipment and pay the required monthly fees in order to participate in the approved JIMMY JOHN'S® customer loyalty program. The equipment costs approximately \$800 to \$1,200 depending on the number of card readers, and the monthly fees are approximately \$75.

The third parties whose products you buy have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract (as provided above) or a warranty covers the product.

You must upgrade any computer-based system and/or obtain service and support as we require or as necessary because of technological developments. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We have independent, unlimited access to the information the system generates. We or our affiliates may condition any license of proprietary software to you, or your use of technology we or our affiliates develop or maintain, on your signing the software license agreement or similar document we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. We or our affiliates may charge up-front and ongoing weekly or monthly fees for any proprietary software or technology licensed to you and for other maintenance and support services provided during the franchise term. (Franchise Agreement – Section 2.E.)

### Opening

We estimate it will be 9 to 12 months after you sign the Franchise Agreement and pay the initial franchise fee before you open the Restaurant, but the timeframe could be longer depending on your diligence in the site selection and leasing processes and existing market conditions. You must, within 12 months after the Franchise Agreement's effective date, secure, by lease or purchase, an acceptable site for the Restaurant. Once you have obtained possession of an acceptable site, the specific timetable for opening depends on the site's condition; the Restaurant's construction schedule; the extent to which you must upgrade or remodel an existing location; the delivery schedule for equipment and supplies; existing market conditions; your completing training; and your complying with local laws and regulations. You may not open the Restaurant until: (1) you pay the initial franchise fee and other amounts then due to us and key suppliers; (2) we notify you in writing that the Restaurant meets JIMMY JOHN'S® standards and specifications; (3) pre-opening training (including required Area Manager training) is completed to our satisfaction; (4) you give us certificates for all required insurance policies; and (5) we notify you in writing that all other JIMMY JOHN'S® Restaurants in which you, your owners, or your affiliates have an ownership interest are substantially in compliance with their franchise agreements. Subject to these conditions, you must open the Restaurant (i) within 16 months after the Franchise Agreement's effective date, or (ii) on or before the date the lease specifies. However, if we and you signed a Development Rights Rider that specifies the date by which the Restaurant must be open, you must open the Restaurant on or before that date, despite anything to the contrary in this paragraph. (Franchise Agreement – Section 2.F.; Development Rights Rider – Sections 2, 3, and 6) We may terminate the Franchise Agreement if you fail to meet the obligations outlined in this paragraph.

### Initial Training and Assistance

The training and related requirements, including certified-manager-shift-coverage requirements ("Training Requirements"), described in this training section are the Training Requirements in effect as of the date on which we issued this disclosure document. If we change the Training Requirements for the franchise system any time after that issuance date, you must comply with the updated Training Requirements with respect to your Restaurant's operation despite the provisions currently described below (and even if you already signed your Franchise Agreement).

Before the Restaurant opens for business, your Operations Partner and on-site managers that you have designated to become certified will be trained on the material aspects of operating a JIMMY JOHN'S® Restaurant, excluding aspects relating to labor relations and employment practices. Two weeks of training (although training may be longer or shorter depending on the attendees' experience and needs) will be provided at a designated training facility of our choice and/or at an operating JIMMY JOHN'S® Restaurant. Your Operations Partner also must successfully complete an apprenticeship program, which is 4 weeks long. If this is your first JIMMY JOHN'S® Restaurant, then your Operations Partner and on-site managers that you have designated to become certified must, before attending the 2-week training class described above, attend "Boot Camp" training for new franchisees. "Boot Camp" training consists of approximately 5 days in a training kitchen or in an operating JIMMY JOHN'S® Restaurant learning how to complete opening procedures, make all of our recipes, bake bread, and make sandwiches.

Your Operations Partner and on-site managers that you have designated to become certified must complete to our satisfaction the 2-week initial training program and, as applicable, the apprenticeship program in order to become certified. If you are a Passive Investment Company or owned directly or indirectly by a Passive Investment Company, we may require that training be completed to our satisfaction by specific persons in the Passive Investment Company's control group (which will depend on the Passive Investment Company's specific structure and may include the ultimate control person, even if that person will not be involved in the Restaurant's operations). A "Passive Investment Company" means an entity (including one or more of its affiliates) whose primary purpose is to invest at various levels in multiple, varied business opportunities and/or other profit-generating activities and not either to invest primarily in JIMMY JOHN'S® Restaurants or to actively manage or participate in the day-to-day operations of one or more JIMMY JOHN'S® Restaurants.

Training will include homework assignments and proficiency examinations that the participants must successfully complete before they may proceed to the next stage. Otherwise, the participants must wait and start over at the next available training program. After completing the training program, attendees must pass both operations-proficiency and operations-skills tests. Your Operations Partner and on-site managers that you have designated to become certified must pass the operations-proficiency test and receive management certification.

If one of your proposed on-site certified managers has been certified in the past but has not worked and actively managed shifts at a JIMMY JOHN'S® Restaurant for at least the past 6 months, even though he or she might have done so before then, that manager no longer is considered to be certified and, to be re-certified, must qualify for and re-attend and complete to our satisfaction the training program for which we in our sole discretion deem the manager to be qualified (either the 1-week or 3-week training program). All employee/trainees working in one of your existing JIMMY JOHN'S® Restaurants must, before they will be allowed to attend training to become a certified manager, be approved by us after demonstrating all of the skills and knowledge of both a Certified Mayo Master and a Certified Slicing Master. A 1-week training course is offered for trainees employed at a JIMMY JOHN'S® Restaurant who have been working as a manager for at least 6 months immediately preceding the training course. The trainees must complete a pre-enrollment test and/or pre-enrollment electronic courses to our satisfaction. Your proposed trainee for this shorter training program also must be approved by one of our field employees with responsibility for providing support to your Restaurant.

If your Operations Partner cannot complete initial training or the apprenticeship program to our satisfaction, we may terminate the Franchise Agreement, in which case we will keep one-half of the initial franchise fee. We will return the other one-half of the initial franchise fee if you sign our required form of release of claims. (Franchise Agreement – Sections 4.A. and B.)

Your Operations Partner may request additional or repeat training at the end of the initial training and apprenticeship programs, for which you must pay then-applicable charges, if he or she does not feel sufficiently trained in the operation of a JIMMY JOHN'S® Restaurant. We and you will jointly determine the duration of this additional training. However, if your Operations Partner completes to our satisfaction the initial training and apprenticeship programs, and does not expressly inform us at the end of those programs that he or she does not feel sufficiently trained in the operation of a JIMMY JOHN'S® Restaurant, then the Operations Partner will be deemed to have been trained sufficiently to operate a JIMMY JOHN'S® Restaurant.

When the Restaurant is ready to open for business, we will, at our own cost, send a representative to the Restaurant to assist during its initial opening period. You will receive 24 hours of the representative's time if the Restaurant is your first JIMMY JOHN'S® Restaurant, 16 hours of the representative's time if the Restaurant is your second JIMMY JOHN'S® Restaurant, and 8 hours of the representative's time if the Restaurant is your third or subsequent JIMMY JOHN'S® Restaurant.

If you request (and we agree to provide), or we believe you need, additional guidance or support during this opening phase, excluding training relating to labor relations and employment practices, you agree to pay the then-applicable charges, including the daily charges and travel and living expenses of our or our representative's personnel.

### Ongoing Training

We may require your Operations Partner and/or previously trained and experienced managers to attend and complete to our satisfaction any training courses we periodically choose to provide during the franchise term, at the times and locations we designate. We may charge reasonable registration or similar fees for these courses. However, we will not require attendance at more than 2 such courses, or for more than a total of 10 business days, during a calendar year. Besides attending these courses, at our request (in our sole discretion) you agree to attend an annual meeting of all JIMMY JOHN'S® Restaurant franchisees at a location we designate. Attendance will not be required for more than 4 days during any calendar year. You agree to pay all costs to attend. Currently, we also offer ongoing training through our Cornerstone Learning Management System.

If you hire or appoint new or additional on-site managers for the Restaurant during the franchise term, we may require them to complete to our satisfaction our then-current initial training and (depending on the experience of any remaining on-site managers) apprenticeship programs. We may charge reasonable fees for training new managers. You agree to pay all travel and living expenses your employees incur during all training courses and programs. You agree to assist us in training other JIMMY JOHN'S® Restaurant franchisees. Your out-of-pocket expenses for providing this assistance will be reimbursed.



Any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide that training or advice, all of which we may discontinue and modify from time to time.

### Training Related Fees and Costs

We will provide the orientation session for your Operations Partner at no charge (although you are responsible for all travel and living expenses) and will provide initial training and the apprenticeship program for no additional fee for 2 people (except if you are a first-time franchisee opening your first JIMMY JOHN'S® Restaurant, in which case there is no additional fee for the third person you send to training). There generally are no limits on the number of people you may send to initial training and the apprenticeship program. However, you must pay our then-current training charge for each additional person after the first 2 people (or 3 people if you are a first-time franchisee opening your first JIMMY JOHN'S® Restaurant). You also agree to pay all travel and living expenses your Operations Partner and employees incur in connection with attending training.

You are responsible for paying your employees' wages and benefits (if applicable) while they attend training, including Area Manager training. We will provide you information about the number of hours your employees are actively involved in classroom and in-restaurant training, and you are responsible for seeking out any other information you believe you need to ensure your employees are accurately paid during training. You also are responsible for maintaining workers' compensation insurance over your employees during training and must provide proof of that insurance at the outset of the training program. Everyone attending training must have a state health certificate.

Item 5 describes our training cancellation fees.

### Shift Coverage by Certified Managers

The presence of properly trained and certified managers is important to ensuring and promoting compliance with Brand Standards. At least 10 full shifts at the Restaurant each week must be covered in their entirety by certified managers. If this is your first JIMMY JOHN'S® Restaurant, 14 full shifts at the Restaurant each week during the first 12 months the Restaurant is open must be covered in their entirety by certified managers. Each shift may be covered using any number of certified managers, and in any combination, you choose. A "full" shift is from an hour before your posted opening time to shift change or from shift change to 10 minutes after your posted closing time. You are responsible for determining how many certified managers you will employ and may determine that your Restaurant is best-served by employing more than 3 certified managers during the first 12 months your Restaurant is open and more than 2 certified managers afterward. You also are responsible for determining when shift change will take place in your Restaurant.

If this is your first JIMMY JOHN'S® Restaurant, your Operations Partner must work, at a minimum, 5 "half" shifts in your Restaurant each week. A half shift is defined as one-half of the hours that comprise a full shift at your Restaurant. Those hours must be worked consecutively, and each half shift must be worked on a different day, so that your Operations Partner is physically present in the Restaurant on at least 5 separate days each week. You may count your Operations Partner as a certified manager who contributes to the shift coverage outlined above.

If this is your second JIMMY JOHN’S® Restaurant, your Operations Partner must continue to work, at a minimum, 5 half shifts each week. The hours that comprise each half shift must continue to be worked consecutively, and each half shift still must be worked on different days, but the 5 half shifts may be allocated over the 2 Restaurants in any combination you choose.

If this is your second or subsequent JIMMY JOHN’S® Restaurant, your fully trained Operations Partner need not attend the initial training or apprenticeship programs. If you have acquired the Restaurant via a transfer from another franchisee, you must comply with the same minimum managerial requirements specified above.

All certified managers present at the Restaurant, and all employees in customer contact positions at the Restaurant, must be able to speak, read, write, and understand the English language fluently so they can, as applicable, pass the portions of our training program (which is conducted in English) related to their positions and communicate clearly with customers, suppliers, and other third parties.

Training will occur after you sign the Franchise Agreement and a lease for your Restaurant site and while you are developing the Restaurant. Training must be completed before you may open your Restaurant. It will be scheduled 10 to 12 weeks before the Restaurant’s anticipated opening date. We and our designees plan to be flexible in scheduling training to accommodate you and all parties’ respective personnel. As of this disclosure document’s original issuance date, the following training is provided:

**TRAINING PROGRAM**

**(5-DAY BOOT CAMP)**

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The-Job Training	Column 4  Location
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, and Closing Procedures	0	8.5	Training Facility in Champaign, Illinois or Atlanta, Georgia, or an operating JIMMY JOHN’S Restaurant we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, and Closing Procedures	0	8.5	Training Facility in Champaign, Illinois or Atlanta, Georgia, or an operating JIMMY JOHN’S Restaurant we designate

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The-Job Training	Column 4  Location
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, and Closing Procedures	0	8.5	Training Facility in Champaign, Illinois or Atlanta, Georgia, or an operating JIMMY JOHN'S Restaurant we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, and Closing Procedures	0	8.5	Training Facility in Champaign, Illinois or Atlanta, Georgia, or an operating JIMMY JOHN'S Restaurant we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, and Closing Procedures	0	9	Training Facility in Champaign, Illinois or Atlanta, Georgia, or an operating JIMMY JOHN'S Restaurant we designate

(2-WEEK TRAINING)

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The-Job Training	Column 4  Location
Orientation, History & Culture of Jimmy John's, Customer Service, Complaint Management, Safety & Security, Leave the Mayo on the Bread, and JJ #1-7  Closing Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, Truck/Produce Ordering, Invoices/Week Ending, and Equipment Maintenance	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The- Job Training	Column 4  Location
Compliance, Bread, Serious Deliveries, Financials & Food Cost, Marketing 101, Scheduling, Leave the Mayo on the Bread, and JJ #1-7  Closing Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, Truck/Produce Ordering, Invoices/Week Ending, and Equipment Maintenance	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Closing Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, Truck/Produce Ordering, Invoices/Week Ending, and Equipment Maintenance	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Mid Shift - Operational Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The- Job Training	Column 4  Location
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate

(1-WEEK TRAINING)

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The- Job Training	Column 4  Location
Closing Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, Truck/Produce Ordering, Invoices/Week Ending, and Equipment Maintenance  Orientation, History & Culture of Jimmy John's, Customer Service, Complaint Management, Safety & Security, Leave the Mayo on the Bread, and JJ #1-7	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Mid Shift - Operational Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures  Compliance, Bread, Financials & Food Cost, Marketing 101, Scheduling, Leave the Mayo on the Bread, and JJ #1-7	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	9	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate

Column 1  Subject	Column 2  Hours Of Classroom Training	Column 3  Hours Of On-The- Job Training	Column 4  Location
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, Systems & Procedures, Truck/Produce Ordering, Invoices/Week Ending, and Equipment Maintenance	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate
Opening Procedures, Sandwich Preparation, Slicing, Bread Baking, and Systems & Procedures	0	8.5	Operating Restaurant, Champaign, Illinois, Atlanta, Georgia, or other location we designate

### Area Manager Training

The training and related requirements described in this “Area Manager Training” section are the Area Manager training requirements in effect as of the date on which we issued this disclosure document. If we change the Area Manager training requirements for the franchise system at any time after that issuance date, you must comply with the updated Area Manager training requirements with respect to your Restaurants, despite the provisions currently described below (and even if you already signed your Franchise Agreements).

If the Restaurant is the third JIMMY JOHN’S® Restaurant owned by you and/or your affiliates, you must hire or appoint an Area Manager. The Area Manager may not also be an in-Restaurant manager. The Area Manager must attend and complete to our satisfaction all Certified Manager training, including the 3-week initial training and 4-week apprenticeship programs. If the Area Manager has at least 6 previous months of experience as an in-Restaurant manager, he or she need not attend the 4-week apprenticeship program. The Area Manager also must attend and successfully complete to our satisfaction Area Manager training at the designated training facility (currently in Champaign, Illinois or Atlanta, Georgia) or other location we designate. Area Manager training will include in-Restaurant training and homework assignments that the attendee must successfully complete to our satisfaction. Attendees also must pass a skills-proficiency test and prove to us they can execute all tasks and skills covered during training. If an attendee does not successfully complete training the first time, he or she may apply to enroll in the next available training class. To be accepted into another training class, the attendee’s first training manager must recommend the attendee for that class. If the training manager does not recommend the attendee or if the attendee fails the second class, you must select a different person to be your Area Manager. Your Area Manager will lose certification for that position 12 months after he or she ceases to serve in that role.

You may not open the Restaurant (if it is the third JIMMY JOHN’S® Restaurant owned by you and/or your affiliates) unless your Area Manager is in position and has successfully completed all required training. You also must have an Area Manager for every 3 to 5 JIMMY JOHN’S® Restaurants owned by you and/or your affiliates. In other words, you and/or your

affiliates must have 1 Area Manager for at least every 3 JIMMY JOHN'S® Restaurants that you and/or your affiliates own and operate, and the Area Manager may not manage more than 5 JIMMY JOHN'S® Restaurants. Once you and/or your affiliates reach 6 JIMMY JOHN'S® Restaurants, you must hire/appoint a second Area Manager, and then continue to hire/appoint new Area Managers as you open new JIMMY JOHN'S® Restaurants, so that no Area Manager is responsible for any more than five (5) JIMMY JOHN'S® Restaurants. When you open your sixth JIMMY JOHN'S® Restaurant, or at any time thereafter, your Operations Partner may assume a Director of Operations position (or continue to be an Area Manager along with your other Area Managers). If you and/or your affiliates have JIMMY JOHN'S® Restaurants in different markets, you must have separate Area Managers with responsibility for each market.

Manuals, workbooks, menus, and other training aids are used during the training program. There is a formal training staff. Kimberly Landry, JJE's Director of Training, oversees all training. Ms. Landry has been involved in JIMMY JOHN'S® training programs since May 2000 and has detailed knowledge and experience in all aspects of operating a JIMMY JOHN'S® Restaurant. Ms. Landry oversees training managers who have been trained in all aspects of operating a JIMMY JOHN'S® Restaurant and have varying years of training experience. These individuals also conduct training for JJE's JIMMY JOHN'S® Restaurants.

## **Item 12** **TERRITORY**

### **Franchise Agreement**

You will operate the Restaurant at a specific location that we first must accept. If you have not located the Restaurant's premises as of the Franchise Agreement's effective date, you must secure, by lease or purchase, a suitable site within 12 months afterward, and we will identify in the Franchise Agreement a nonexclusive area within which we expect you to look for a suitable site. We may terminate the Franchise Agreement if you do not secure the site within this 12-month period. You may operate the Restaurant only at the approved premises and may not relocate without our approval, which we may grant or deny as we deem best. Our acceptance of the proposed relocation depends on the circumstances at the time and what we deem to be in the Restaurant's and our system's best interests. Factors we may consider in that regard include, for example, the new site's market area, its proximity to other Restaurants in our system, whether you are in compliance with your Franchise Agreement, and how long it will take you to open at the new site.

We may condition our approval of your relocation request on (1) the new site and its lease being acceptable to us, (2) your paying us a relocation fee, (3) your reimbursing the costs we incur during the relocation process, including those required to help you construct and develop the Restaurant at the new site in full compliance with Jimmy John's Brand Standards, (4) your confirming that your Franchise Agreement remains in effect and governs your operation of the Restaurant at the new site with no change in the franchise term or, at our option, your signing our then-current form of franchise agreement to govern your operation of the Restaurant at the new site for a new franchise term, (5) your signing a Relocation Rider to Franchise Agreement to govern your transition from the Restaurant's former premises to the new site, (6) your signing a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents (except for our indemnification obligations),

(7) your continuing to operate the Restaurant at the original premises until we authorize its closure, and (8) your taking, within the timeframe we specify and at your own expense, all action we require to de-brand and de-identify the Restaurant's former premises so that it no longer is associated in any manner (in our sole determination) with the franchise system.

You will not receive an exclusive territory. You also do not have any type of non-exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We (and our affiliates) retain the right at all times to engage in any and all activities that we (and they) deem appropriate, wherever and whenever we (and they) desire, and whether or not these activities compete with your Restaurant. These permitted activities include the right to (1) establish and operate, and allow others to establish and operate, JIMMY JOHN'S® Restaurants at any locations and in any areas, other than at your Restaurant's specific premises, (2) establish, and allow others to establish, other businesses and distribution channels (including the Internet), wherever located or operating, that operate under the Marks or any other trademarks or service marks, that are the same as or different from JIMMY JOHN'S® Restaurants, and that sell products and/or services that are identical or similar to and/or competitive with those that JIMMY JOHN'S® Restaurants customarily sell, and (3) engage in all other activities not expressly prohibited by the Franchise Agreement. We currently sell Jimmy Chips® at certain national retail stores and online.

You have no options, rights of first refusal, or similar rights to acquire additional franchises. You must provide delivery services in compliance with our standards but only in the delivery area we specify for you (in an email or other communication) after you find the Restaurant's site. We generally require all franchisees to offer delivery services; it is not an optional service. The delivery area's size depends on where your Restaurant is located (for example, a residential or commercial area), population density, drive times, and distance. There is no specific minimum or maximum delivery area. We may at any time and for any or no reason change the delivery area, including reducing its size. If we do, you must immediately change your delivery practices and begin delivering the Restaurant's products only within the newly-defined area. If you do not do so, we may immediately terminate your right to provide any delivery services anywhere. If we reduce your delivery area's size, there might be a reduction in your sales, but we will not be liable for that reduction because we simply will have taken action the Franchise Agreement allows us to take. Your delivery area is not exclusive. We may engage and/or allow other franchisees and third parties to engage in any activities we desire within the area without any restrictions at all (including allowing other franchisees to provide delivery services in the area). We will not be liable for any reduction in your sales due to these activities because we are allowed to engage and/or to allow others to engage in these activities. The area is nothing more than the geographic boundaries in which you may deliver the Restaurant's products. You must follow our rules for delivery services. In particular, you may deliver the Restaurant's products to customers only with your own employed delivery drivers and not through third-party food ordering, drop-off/catering, or delivery services or systems.

Although we have the right to do so, we and our affiliates have not, except as described at the end of this Item, established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark.

Continuation of your franchise does not depend on your achieving a certain sales volume, market penetration, or other contingency. Except as provided above regarding delivery services,



there are no restrictions on the areas where you may solicit or accept orders for Menu Items and services. However, besides your delivery rights above, you have no right to use other distribution channels to make sales away from your location and may not do so at any time.

### Development Rights Rider

You may (if you qualify) develop and operate a number of JIMMY JOHN'S® Restaurants within a specific area (the "Territory"). We and you will identify the Territory in the Development Rights Rider before signing it. The Territory typically is a city, cities, or other political subdivisions. We base the Territory's size primarily on the number of JIMMY JOHN'S® Restaurants you agree to develop, demographics, and site availability. We and you will negotiate the number of Restaurants you must develop (no less than 3), the dates by which you must develop them, and the dates by which you must sign each franchise agreement in order to maintain your development rights. We and you then will complete the schedule in the Development Rights Rider before signing it. JIMMY JOHN'S® Restaurants that you (or your affiliates) are permitted to operate at Non-Traditional Locations (defined below) in the Territory will not count toward your compliance with your development schedule.

While the Development Rights Rider is in effect, we (and our affiliates) will not, except in the situations described below, establish or grant to other franchisees the right to establish other JIMMY JOHN'S® Restaurants having their physical locations within the Territory. There are no other restrictions on us (or our affiliates). You may not develop or operate JIMMY JOHN'S® Restaurants outside the Territory. We may terminate the Development Rights Rider if you do not satisfy your development obligations when required. We will evaluate the proposed locations of your additional Restaurants according to the same criteria, and following the same process, described earlier.

This paragraph describes the exceptions referenced above to your exclusive right to establish and operate JIMMY JOHN'S® Restaurants having their physical locations within the Territory. If:

- we become aware during the Development Rights Rider term of one or more opportunities to establish and operate a JIMMY JOHN'S® Restaurant at a physical location within the Territory for which that location's owner or manager sets financial, experience, or organizational standards for an acceptable operator (for example, a national or multi-regional concessionaire) that you do not and cannot satisfy when the opportunity becomes available, or
- you otherwise cannot gain access to that location because it is a Non-Traditional Location (for example, (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign

territories.) (the locations referenced in these bullet points are referred to collectively as “Non-Traditional Locations”),

then we (or our affiliates) may pursue the opportunity for that Non-Traditional Location Venue and establish and operate, or franchise or license another to establish and operate, a JIMMY JOHN’S® Restaurant at that Non-Traditional Location. Our, our affiliate’s, or another franchisee’s or licensee’s establishment and operation of a JIMMY JOHN’S® Restaurant at a Non-Traditional Location in the Territory will not count toward your compliance with your development schedule. JIMMY JOHN’S® Restaurants that you (or your affiliates) are permitted to operate at Non-Traditional Locations physically located in the Territory likewise will not count toward your compliance with the development schedule. Because of our rights with respect to Non-Traditional Locations, you will not receive an exclusive territory under the Development Rights Rider. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Despite your development schedule under the Development Rights Rider, we may delay your development and/or opening of additional JIMMY JOHN’S® Restaurants within the Territory for the time period we deem best if we believe in our sole judgment, when you submit your application for another Restaurant, or after you (or your affiliate) have developed and constructed but not yet opened a particular Restaurant, that you (or your affiliate) are not yet operationally, managerially, or otherwise prepared (no matter the reason) to develop, open, and/or operate the additional Restaurant in full compliance with JIMMY JOHN’S® standards and specifications. We may delay additional development and/or a Restaurant’s opening as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the development schedule (unless we are willing to extend the schedule to account for the delay).

Except as described above, continuation of your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Territory during the Development Rights Rider’s term.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates’ franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

**Item 13**  
**TRADEMARKS**

You may use certain Marks in operating the Restaurant. The principal Marks are:

MARK	REGISTRATION NUMBER	DATE REGISTERED
“JIMMY JOHN’S”	2,555,213	04/02/2002
“SO FAST YOU’LL FREAK”	2,593,631	07/16/2002
“FREE SMELLS”	2,683,428	02/04/2003
“JIMMY”	2,959,439	06/07/2005
“JJ (Stylized)”	3,161,573	10/24/2006
“JIMMY JOHN’S (Stylized in Channel Lettering)”	3,504,441	09/23/2008
“JIMMY JOHN’S GOURMET SANDWICHES”	4,044,364	10/25/2011
“JIMMY JOHN’S GOURMET SANDWICHES & Disk Design”	4,711,189	03/31/2015
“JIMMY JOHN’S JJ SANDWICHES” and Design	5,140,148	02/14/2017
“FREAKY FAST!”	4,752,081	06/09/2015
“FREAKY FRESH!”	5,312,183	10/17/2017
“FREAKY FRESH! FREAKY FAST!”	5,312,228	10/17/2017
“FREAKY FAST! FREAKY FRESH!”	5,330,371	11/07/2017

MARK	REGISTRATION NUMBER	DATE REGISTERED
“FREAKY FAST REWARDS”	5,815,327	02/19/2019

All Marks are registered on the Principal Register of the United States Patent and Trademark Office (USPTO). All required affidavits of use and renewals have been filed or will be filed when due if the particular Mark remains relevant to the franchise program. Most of these Marks were originally registered and owned by JJE. As noted in Item 1, we became the owner of those Marks in July 2017 as part of the Securitization Transaction and now own all Marks. We or JJE have made all required renewal and affidavit filings.

You must follow our rules when using the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark (whether in whole or in part) in, or as part of, your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in offering or selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, email address, or otherwise in connection with a website. If we discover your unauthorized use of the Marks, we may require you to destroy all offending items reflecting that unauthorized use.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark or of any person’s claim of any rights in any Mark or any confusingly similar trademark. You may not communicate with any person other than us, our affiliates, and our and their attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must help us protect and maintain our interests in any litigation or USPTO or other proceeding. We will reimburse your costs of taking any action we ask you to take.

If it becomes advisable at any time in our opinion for us and/or you to modify, discontinue using and/or replace any Mark and/or to use one or more additional, substitute, or replacement trade or service marks together with or instead of any previously designated Mark, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse your direct expenses for changing the Restaurant’s signs, your lost revenue due to any modified or discontinued Mark, or your expenses in promoting a modified or substitute trademark or service mark.

We will reimburse your damages and expenses incurred or for which you are liable in any proceeding disputing your authorized use of any Mark under the Franchise Agreement if your use has been consistent with the Franchise Agreement, the Confidential Operations Manual, and Brand

Standards and you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark.

**Item 14**  
**PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

No patents or patent applications are material to the franchise. We claim copyrights in the Confidential Operations and Area Manager Manuals (which contain our trade secrets and confidential information), advertising and marketing materials, Restaurant blueprints, menu-boards and menus, the JIMMY JOHN'S® website, and similar items used in operating JIMMY JOHN'S® Restaurants. We have not registered these copyrights with the United States Copyright Office but need not do so at this time to protect them. You may use these items only as we specify while operating your Restaurant (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Confidential Operations and Area Manager Manuals and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria; recipes for Trade Secret Food Products and specifications for Branded Products; methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating JIMMY JOHN'S® Restaurants; marketing and advertising programs and materials for JIMMY JOHN'S® Restaurants; any computer software or similar technology that is proprietary to us or the system; knowledge of specifications for and suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other products and supplies; knowledge of the operating results and financial performance of JIMMY JOHN'S® Restaurants other than your Restaurant; graphic designs and related intellectual property; all password-protected portions of our franchise system's Website, intranets, and extranets and the information they contain (including the email addresses of our franchisees); and any other confidential or proprietary information that is marked as confidential upon disclosure or within 30 days afterward or that, by its nature, should reasonably be understood to be confidential.

All ideas, concepts, techniques, or materials concerning a JIMMY JOHN'S® Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, through the Franchise Agreement you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual-property rights in the item.

You may not use our confidential information in an unauthorized manner. You must adopt and implement reasonable steps to prevent its improper disclosure to others, including restricting its use to Restaurant personnel and others needing to know the confidential information to operate the Restaurant, and using non-disclosure agreements with those having access to confidential information. We reserve the right to pre-approve the forms of non-disclosure agreements you use solely to ensure that you adequately protect confidential information. Under no circumstances will we control the forms or terms of employment agreements you choose to use with your employees or otherwise be responsible for your labor relations or employment practices. You must keep copies of non-disclosure agreements and send them to us upon request solely for us to confirm your compliance with your confidentiality obligations.

You must always keep your written copy of, and other tangible materials comprising, the Confidential Operations and Area Manager Manuals locked in the Restaurant's safe except when they are in use. You may never remove the Confidential Operations or Area Manager Manuals from the Restaurant or copy, duplicate, or distribute them in any manner.

**Item 15**  
**OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE  
FRANCHISE BUSINESS**

You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Restaurant and the JIMMY JOHN'S® brand. Brand Standards may regulate the Restaurant's minimum staffing levels necessary to meet those Brand Standards, certified manager training, and uniform dress code. Neither we nor our affiliates have any control or authority over your labor relations, including, among other things, employee selection, training, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, or working conditions, or any other control over your employment practices. Restaurant employees are under your control at the Restaurant. You must communicate clearly with Restaurant employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that neither we, as the franchisor of JIMMY JOHN'S® Restaurants, nor our affiliates, are their employer.

You must have an "Operations Partner" to manage the Restaurant on-site on a day-to-day basis. The Operations Partner must own, on a fully-vested basis from the beginning of his or her association with you, at least 5% of your ownership. We must accept your proposed Operations Partner. The Operations Partner must attend and complete to our satisfaction the full training and apprenticeship programs.

Your on-site managers (other than the Operations Partner) need not have an equity interest in the Restaurant or you. You must adopt and implement reasonable steps to prevent improper disclosure of confidential information. Under no circumstances will we control the forms or terms of employment agreements you choose to use with your employees or otherwise be responsible for your labor relations or employment practices. You must keep copies of non-disclosure agreements and send them to us upon request solely for us to confirm your compliance with your confidentiality obligations.

You must disclose to us in writing the specific details of any investment in any other restaurant or food-related business or franchise held by you, any of your owners, or any of your

owners' spouses. Your Operations Partner may not have any interest in, or perform any work for, any other restaurant or food-related business or franchise, whether or not it is a competitive business.

Your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Guaranty and Assumption of Obligations" is the last 2 pages of the Franchise Agreement. We also may require your directors and officers to comply with certain non-monetary obligations in the Franchise Agreement (for example, confidentiality and non-competition) by having them sign our Principal's Agreement (Exhibit E).

**Item 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and sell all Menu Items and perform all services we periodically require for JIMMY JOHN'S® Restaurants. You may not offer or sell any products or perform any services we have not authorized. Jimmy John's Brand Standards may regulate required and/or authorized Menu Items, Trade Secret Food Products, Branded Products, and Permitted Brands; unauthorized and prohibited food products, beverages, and services; purchase, storage, cooking, preparation, handling, and packaging procedures and techniques for Menu Items, Trade Secret Food Products, Branded Products, and Permitted Brands; and inventory requirements for Trade Secret Food Products, Branded Products, Permitted Brands, and other products and supplies so that your Restaurant operates at full capacity. We periodically may change required and/or authorized Menu Items, Trade Secret Food Products, Branded Products, and Permitted Brands. There are no limits on our right to do so. To the extent allowed by applicable law, we may regulate the minimum, maximum, and other prices for Menu Items and services your Restaurant offers as well as pricing methods and procedures for in-store, delivery, and on-line/electronic orders.

**Item 17**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	1.D. of Franchise Agreement, 2 and 3 of Development Rights Rider, and 3 of Successor Franchise Rider	10 years from the day on which Restaurant first opens to the public for business.  If you are renewing your existing franchise because it soon will expire, the successor franchise term is 10 years.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		Term of Development Rights Rider depends on development obligations.
b. Renewal or extension of the term	13 of Franchise Agreement and 12 of Successor Franchise Rider	<p>If you are in full compliance, you may acquire one successor franchise on our then-current terms (which may be materially different) for shorter of 10 years or your lease term.</p> <p>No renewal or extension of Development Rights Rider.</p> <p>If you are renewing your existing franchise because it soon will expire, you have right to acquire successor franchise on our then-current terms (which may be materially different) for one 10-year term.</p>
c. Requirements for franchisee to renew or extend	13 of Franchise Agreement	<p>Give us timely notice; maintain possession of Restaurant premises or find acceptable substitute premises; remodel Restaurant according to our then-current standards (regardless of cost); pay us successor franchise fee; satisfy our training requirements; and sign new franchise agreement and other documents we use to grant franchises, including release (if applicable state law allows).</p> <p>Terms of our new franchise agreement that you sign for successor franchise may differ materially from any and all of those contained in Franchise Agreement attached to this disclosure document.</p>
d. Termination by franchisee	14.A. of Franchise Agreement	If we breach Franchise Agreement and do not cure default after notice from you.
e. Termination by franchisor without cause	14.B. of Franchise Agreement	We may not terminate your franchise without cause except during the first 30 days after you sign Franchise Agreement (when we continue our evaluation of your application and abilities).



<b>PROVISION</b>	<b>SECTION IN FRANCHISE OR OTHER AGREEMENT</b>	<b>SUMMARY</b>
f. Termination by franchisor with cause	14.B. of Franchise Agreement and 8 of Development Rights Rider	We may terminate your franchise and development rights only if you or your owners commit one of several violations.
g. "Cause" defined — curable defaults	14.B. of Franchise Agreement	You have 24 hours to resume delivery service after stopping delivery service; 3 days to cure health, safety, or sanitation law violations; 10 days to cure monetary defaults to us and failure to maintain required insurance; and 30 days to cure monetary defaults to certain third parties, operational defaults, and other defaults not listed in (h) below.
h. "Cause" defined — non-curable defaults	14.B. of Franchise Agreement and 8 of Development Rights Rider	<p>Non-curable defaults include failure to secure Restaurant's site within 12 months after Franchise Agreement's effective date; failure to open Restaurant within 16 months after Franchise Agreement's effective date; opening Restaurant before you receive our written approval; failure to complete training (including apprenticeship program); abandonment; you lose right to occupy or possession of the Restaurant's Premises; unapproved transfers; material misrepresentations or omissions; conviction of or plead guilty or no contest to a felony; dishonest or unethical conduct; unauthorized use or disclosure of Manuals or other confidential information; failure to pay taxes; understating Gross Sales; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; violation of any anti-terrorism law; and we send notice of termination under another franchise agreement to which you or your affiliate is a party.</p> <p>We may terminate Development Rights Rider if you do not meet development schedule or other obligations; if the Franchise</p>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		Agreement or any other franchise agreement between us and you (or your affiliated entity) is terminated by us for cause or by you for any reason; or we have delivered notice of default to you (or your affiliated entity) under Franchise Agreement or any other franchise agreement (whether or not default is cured).
i. Franchisee’s obligations on termination/nonrenewal	15 of Franchise Agreement	Obligations include paying outstanding amounts; complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below); we may control de-identification process if you do not voluntarily take required action; liquidated damages might be due depending on type of termination.
j. Assignment of contract by franchisor	12.A. of Franchise Agreement	No restriction on our right to assign; we may assign without your approval.
k. “Transfer” by franchisee — defined	12.B. of Franchise Agreement	Includes transfer of Franchise Agreement/franchise rights, sale of Restaurant’s assets, and ownership change in you or your owners.
l. Franchisor approval of transfer by franchisee	12.C. of Franchise Agreement and 9 of Development Rights Rider	No transfer until after Restaurant opens for business.  No transfer without our prior written consent.  Your development rights under the Development Rights Rider are not assignable at all.
m. Conditions for franchisor approval of transfer	12.C. of Franchise Agreement	We will not unreasonably withhold our approval of transfer if all mandatory conditions are met (though we may still withhold our approval on any reasonable basis even if those conditions are met): new franchisee meets all qualifications and standards and is not contractually restricted from buying Restaurant or ownership interest; you pay us, our affiliates, and third party vendors all amounts

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<p>due and submit all required reports; no default during 60-day period before transfer request or during period between request and transfer's proposed effective date; new franchisee (and its owners and affiliates) are not in a competitive business; training completed by persons we specify; transferee acquires right to occupy Restaurant's site; you or transferee signs our then-current franchise agreement and other documents; you correct existing Restaurant deficiencies, and make Restaurant improvements and updates, of which we notify you; transferee agrees to upgrade and remodel Restaurant within specified timeframe after transfer; transfer fee paid; we approve material terms; you subordinate amounts due to you; you de-identify; and you and (where applicable) all of your owners sign release (if applicable state law allows) (also see (r) below). (Our form of release upon a transfer is the same as the release upon renewal appearing at Section 17 of the Successor Franchise Rider.)</p>
<p>n. Franchisor's right of first refusal to acquire franchisee's business</p>	<p>12.G. of Franchise Agreement</p>	<p>We may match any offer for your Restaurant or an ownership interest in you (subject to the qualifications in the Franchise Agreement).</p>
<p>o. Franchisor's option to purchase franchisee's business</p>	<p>15.E. of Franchise Agreement</p>	<p>We may buy the Restaurant and its premises at fair market value, and/or sublease premises, after Agreement is terminated or expires (without renewal).</p>
<p>p. Death or disability of franchisee</p>	<p>12.E. of Franchise Agreement</p>	<p>Assignment of franchise or an ownership interest in you to approved party within 9 months; we may manage Restaurant if there is no qualified manager.</p>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
q. Non-competition covenants during the term of the franchise	7 of Franchise Agreement	No diverting business; no ownership interest in, or performing services for, competitive business anywhere (“competitive business” means any business that derives more than 10% of its revenue from selling submarine, hero-type, deli-style, pita, and/or wrapped or rolled sandwiches or any business granting franchises or licenses to others to operate such a business).
r. Non-competition covenants after the franchise is terminated or expires	15.D. of Franchise Agreement	No direct or indirect ownership interest in, or performing services for, competing business for 2 years at Restaurant’s premises, within 3 miles of premises, within 3 miles of any other JIMMY JOHN’S® Restaurant existing as of day you signed Franchise Agreement, or within one mile of any other JIMMY JOHN’S® Restaurant existing or under construction as of date Franchise Agreement expires or is terminated (same restrictions apply after transfer).
s. Modification of the agreement	17.J. of Franchise Agreement	No modifications generally, but we may change Confidential Operations and Area Manager Manuals and Brand Standards.
t. Integration/merger clause	17.L. of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	Not applicable
v. Choice of forum	17.G. of Franchise Agreement	Must be in courts closest to our then-current principal business address (currently Atlanta, Georgia) (subject to state franchise law).
w. Choice of law	17.F of Franchise Agreement	Georgia law governs (subject to state franchise law).

**Item 18**  
**PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

**Item 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

These financial performance representations provide “AUVs,” or average unit volumes, for specific groups of Jimmy John’s Restaurants and specific time periods. “Unit volume” means the actual gross receipts of the Jimmy John’s Restaurants during the applicable time period, less sales tax and amounts for coupons and promotions. We calculate the average unit volumes in this Item 19 by adding the unit volumes for each restaurant in the applicable group during the applicable time period and dividing the sum by the number of restaurants in the applicable group. We obtain the unit volumes for franchised Jimmy John’s Restaurants from weekly sales reports that franchisees submit to us. We have not independently audited that information. We have not made permanent, material changes to our franchise concept as a result of the COVID-19 pandemic.

**Section I: 2019 AUVs**

There were 2,790 Jimmy John’s Restaurants operating as of December 31, 2019. 2,675 of these Jimmy John’s Restaurants (the “2019 Covered Restaurants”), comprised of 42 that our affiliate owns and operates (the “2019 Affiliate-Owned Covered Restaurants”) and 2,633 that franchisees own and operate (the “2019 Franchised Covered Restaurants”), operated for our entire 52-week 2019 fiscal year from January 2, 2019 through December 31, 2019 (the “2019 Fiscal Year”). This first financial performance representation reflects the actual historical average and median unit volumes for the 2019 Covered Restaurants, the 2019 Franchised Covered Restaurants and the 2019 Affiliate-Owned Covered Restaurants for the 2019 Fiscal Year. The 2019 Covered Restaurants do not include the 95 Jimmy John’s Restaurants that first opened during the 2019 Fiscal Year, the 13 Jimmy John’s Restaurants that were closed for remodeling or refresh, for relocation, or for weather-related reasons during the 2019 Fiscal Year, or the 7 other Jimmy John’s Restaurants that temporarily closed and then resumed operations during the 2019 Fiscal Year. They also exclude the 107 Jimmy John’s Restaurants that permanently closed during the 2019 Fiscal Year (all but 4 of which were open for at least 12 months before they closed). We included in the group of 2019 Franchised Covered Restaurants the 9 Jimmy John’s Restaurants that our affiliate owned, but which a franchisee operated (and for which that franchisee had sole responsibility for the Restaurants’ performance, including profits and losses) during the entire 2019 Fiscal Year.

## 2019 Annual AUV for 2019 Covered Restaurants

	2019 Annual AUV	Number/% Exceeding Average	Highest Unit Volume	Lowest Unit Volume	Median Unit Volume
All 2019 Covered Restaurants	\$759,149	1,144/43%	\$1,993,022	\$202,878	\$717,324
2019 Franchised Covered Restaurants	\$753,355	1,133/43%	\$1,993,022	\$202,878	\$711,460
2019 Affiliate-Owned Covered Restaurants	\$1,122,329	22/52%	\$1,804,187	\$590,150	\$1,156,481

### Section II – 2020 AUVs

#### A. 2020 Covered Restaurants – Restaurants Open for Full Year

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic and recommended containment and mitigation measures worldwide. The financial performance representations in Section II reflect the impact that COVID-19 and other factors have had on the AUVs of Jimmy John’s Restaurants during our 2020 fiscal year, from January 1, 2020 until January 3, 2021 (the “2020 Fiscal Year”). Because our 2020 Fiscal Year contained 53 weeks, in order to show an accurate year-over-year comparison, the financial performance representations in this Item 19 exclude the unit volumes from the 53rd week of our 2020 Fiscal Year.

There were 2,705 Jimmy John’s Restaurants operating as of January 3, 2021. 1,604 of these Jimmy John’s Restaurants (the “2020 Covered Restaurants”), comprised of 33 that our affiliate owns and operates (the “2020 Affiliate-Owned Covered Restaurants”) and 1,571 that franchisees own and operate (the “2020 Franchised Covered Restaurants”), operated for our entire 53-week 2020 Fiscal Year and did not close for any period during the 2020 Fiscal Year. This second financial performance representation reflects the actual historical average and median unit volumes for the 2020 Covered Restaurants, the 2020 Franchised Covered Restaurants and the 2020 Affiliate-Owned Covered Restaurants for the 2020 Fiscal Year (subject to the adjustment for the 53rd week). The 2020 Covered Restaurants do not include the 1,058 Jimmy John’s Restaurants that temporarily closed for any period during the 2020 Fiscal Year due to the global pandemic, weather, or protests, the 43 Jimmy John’s Restaurants that first opened during the 2020 Fiscal Year, or the 1 Jimmy John’s Restaurant that temporarily closed and did not resume operations during the 2020 Fiscal Year. They also exclude the 117 Jimmy John’s Restaurants that permanently closed during the 2020 Fiscal Year (all but one of which were open for at least 12 months before they closed). We included in the group of 2020 Franchised Covered Restaurants the 8 Jimmy John’s Restaurants that our affiliate owned, but which a franchisee operated (and for which that franchisee had sole responsibility for the Restaurants’ performance, including profits and losses) during the entire 2020 Fiscal Year.

### 2020 Annual AUV for 2020 Covered Restaurants

	2020 Annual AUV	Number/% Exceeding Average	Highest Unit Volume	Lowest Unit Volume	Median Unit Volume
All 2020 Covered Restaurants	\$771,081	706/44%	\$1,903,720	\$159,565	\$734,005
2020 Franchised Covered Restaurants	\$766,166	700/45%	\$1,903,720	\$159,565	\$729,442
2020 Affiliate-Owned Covered Restaurants	\$1,005,072	15/45%	\$1,674,251	\$351,607	\$909,274

#### B. 2020 Adj Covered Restaurants – Restaurants Partially Closed

This third financial performance representation reflects the historical average and median unit volumes of not only the 1,604 Jimmy John’s Restaurants that operated for our entire 53-week 2020 Fiscal Year and did not close for any period during the 2020 Fiscal Year, but also the additional 1,058 Jimmy John’s Restaurants that temporarily closed for any period during the 2020 Fiscal Year due to the global pandemic, weather, or protests. Of these 2,662 Jimmy John’s Restaurants (the “2020 Adj Covered Restaurants”), our affiliate owns and operates 42 (the “2020 Adj Affiliate-Owned Covered Restaurants”) and franchisees own and operate the other 2,620 (the “2020 Adj Franchised Covered Restaurants”). This third financial performance representation reflects the actual historical average and median unit volumes for the 2020 Adj Covered Restaurants, the 2020 Adj Franchised Covered Restaurants and the 2020 Adj Affiliate-Owned Covered Restaurants for the 2020 Fiscal Year (subject to the adjustment for the 53<sup>rd</sup> week). We included in the group of 2020 Adj Franchised Covered Restaurants the 8 Jimmy John’s Restaurants that our affiliate owned, but which a franchisee operated (and for which that franchisee had sole responsibility for the Restaurants’ performance, including profits and losses) during the entire 2020 Fiscal Year.

### 2020 Annual AUV for 2020 Adj Covered Restaurants

	2020 Annual AUV	Number/% Exceeding Average	Highest Unit Volume	Lowest Unit Volume	Median Unit Volume
All 2020 Adj Covered Restaurants	\$703,099	1,203/45%	\$2,103,809	\$63,908	\$670,721
2020 Adj Franchised Covered Restaurants	\$699,301	1,183/45%	\$2,103,809	\$63,908	\$678,507
2020 Adj Affiliate-Owned Covered Restaurants	\$939,984	19/45%	\$1,674,251	\$140,427	\$900,876

### Section III – 2021 AUVs

#### A. 2021 Covered Restaurants – Restaurants Open for Full Year

The financial performance representations in Section III reflect the ongoing impact that COVID-19 and other factors have had on the AUVs of Jimmy John’s Restaurants during our 2021 fiscal year, from January 4, 2021 until January 2, 2022 (the “2021 Fiscal Year”). There were 2,657 Jimmy John’s Restaurants operating as of January 2, 2022. 2,086 of these Jimmy John’s Restaurants (the “2021 Covered Restaurants”), comprised of 33 that our affiliate owns and operates (the “2021 Affiliate-Owned Covered Restaurants”) and 2,053 that franchisees own and operate (the “2021 Franchised Covered Restaurants”), operated for our entire 2021 Fiscal Year and did not close for any period during the 2021 Fiscal Year. This fourth financial performance representation reflects the actual historical average and median unit volumes for the 2021 Covered Restaurants, the 2021 Franchised Covered Restaurants and the 2021 Affiliate-Owned Covered Restaurants for the 2021 Fiscal Year. The 2021 Covered Restaurants do not include the 534 Jimmy John’s Restaurants that temporarily closed for any period during the 2021 Fiscal Year due to the global pandemic, weather, or protests, or the 37 Jimmy John’s Restaurants that first opened during the 2021 Fiscal Year. They also exclude the 74 Jimmy John’s Restaurants that permanently closed during the 2021 Fiscal Year, the 3 Jimmy John’s Restaurants that were closed for remodeling on January 2, 2022, or the 8 Jimmy John’s Restaurants that were otherwise temporarily closed on January 2, 2022. All of these closed restaurants were open for at least 12 months before they closed). We included in the group of 2021 Franchised Covered Restaurants the 9 Jimmy John’s Restaurants that our affiliate owned, but which a franchisee operated (and for which that franchisee had sole responsibility for the Restaurants’ performance, including profits and losses) during the entire 2021 Fiscal Year.

#### **2021 Annual AUV for 2021 Covered Restaurants**

	<b>2021 Annual AUV</b>	<b>Number/% Exceeding Average</b>	<b>Highest Unit Volume</b>	<b>Lowest Unit Volume</b>	<b>Median Unit Volume</b>
All 2021 Covered Restaurants	\$922,442	927/44%	\$2,585,567	\$186,570	\$871,944
2021 Franchised Covered Restaurants	\$918,058	917/45%	\$2,585,567	\$186,570	\$874,845
2021 Affiliate-Owned Covered Restaurants	\$1,195,218	16/48%	\$1,938,629	\$504,480	\$1,194,077

#### B. 2021 Adj Covered Restaurants – Restaurants Partially Closed

This fifth financial performance representation reflects the historical average and median unit volumes of not only the 2,086 Jimmy John’s Restaurants that operated for our entire 2021 Fiscal Year and did not close for any period during the 2021 Fiscal Year, but also the additional 534 Jimmy John’s Restaurants that temporarily closed for any period during the 2021 Fiscal Year due to the global pandemic, weather, or protests. Of these 2,620 Jimmy John’s Restaurants (the



“2021 Adj Covered Restaurants”), our affiliate owns and operates 40 (the “2021 Adj Affiliate-Owned Covered Restaurants”) and franchisees own and operate the other 2,580 (the “2021 Adj Franchised Covered Restaurants”). This fourth financial performance representation reflects the actual historical average and median unit volumes for the 2021 Adj Covered Restaurants, the 2021 Adj Franchised Covered Restaurants and the 2021 Adj Affiliate-Owned Covered Restaurants for the 2021 Fiscal Year. We included in the group of 2021 Adj Franchised Covered Restaurants the 9 Jimmy John’s Restaurants that our affiliate owned, but which a franchisee operated (and for which that franchisee had sole responsibility for the Restaurants’ performance, including profits and losses) during the entire 2021 Fiscal Year.

### 2021 Annual AUV for 2021 Adj Covered Restaurants

	2021 Annual AUV	Number/% Exceeding Average	Highest Unit Volume	Lowest Unit Volume	Median Unit Volume
All 2021 Adj Covered Restaurants	\$866,155	1,191/45%	\$2,585,567	\$0	\$826,820
2021 Adj Franchised Covered Restaurants	\$862,580	1,167/45%	\$2,585,567	\$0	\$823,868
2021 Adj Affiliate-Owned Covered Restaurants	\$1,096,737	21/53%	\$1,938,629	\$430,417	\$1,109,451

### Section IV – 2019-2021 AUVs, by Quarter, With/Without Drive-Thru

This final set of financial performance representations provides the historical average unit volumes, by quarter and for the applicable fiscal year, for the 2019 Franchised Covered Restaurants, 2020 Franchised Covered Restaurants and 2021 Franchised Covered Restaurants, then for each group separated by whether or not the restaurants include drive-thru windows.

	All Franchised Restaurants			With Drive-Thru			Without Drive-Thru		
	2019	2020	2021	2019	2020	2021	2019	2020	2021
Q1	\$165,999	\$172,827	\$208,088	\$172,976	\$181,545	\$237,909	\$162,691	\$167,098	\$191,175
Q2	\$184,802	\$188,067	\$244,634	\$196,490	\$219,951	\$278,023	\$179,258	\$167,115	\$225,696
Q3	\$180,002	\$211,387	\$248,350	\$192,546	\$241,499	\$278,384	\$174,053	\$191,598	\$231,315
Q4	\$222,552	\$193,884	\$216,986	\$234,463	\$217,034	\$240,263	\$216,904	\$178,670	\$203,784
<b>Annual AUV</b>	\$753,355	\$766,166	\$918,058	\$796,475	\$860,029	\$1,034,580	\$732,906	\$704,481	\$851,969

The tables below reflect the median, highest and lowest AUVs of the franchised Jimmy John's Restaurants included in each average figure above, and the number and percentage of these restaurants whose AUVs exceeded the average figures.

#### All Franchised Restaurants

2019				2020			2021		
	Median	Low/High	#/% Exceeding	Median	Low/High	#/% Exceeding	Median	Low/High	#/% Exceeding
Q1	\$155,399	\$42,814/ \$539,694	1132/ 43%	\$163,710	\$34,042/ \$409,604	687/ 44%	\$196,626	\$33,328/ \$596,986	903/ 44%
Q2	\$174,410	\$51,697/ \$508,729	1154/ 44%	\$177,449	\$35,941/ \$543,026	695/ 44%	\$232,196	\$46,379/ \$686,383	924/ 45%
Q3	\$169,964	\$47,168/ \$492,563	1161/ 44%	\$199,506	\$41,219/ \$543,659	681/ 43%	\$236,002	\$51,794/ \$706,446	905/ 44%
Q4	\$210,494	\$57,231/ \$601,971	1140/ 43%	\$183,936	\$37,507/ \$459,305	698/ 44%	\$206,566	\$46,774/ \$595,751	911/ 44%
<b>Annual AUV</b>	\$711,460	\$202,878/ \$1,993,022	1133/ 43%	\$729,442	\$159,565/ \$1,903,720	700/ 45%	\$874,845	\$186,570/ \$2,585,567	917/ 45%

#### All Franchised Restaurants With Drive-Thrus

2019				2020			2021		
	Median	Low/High	#/% Exceeding	Median	Low/High	#/% Exceeding	Median	Low/High	#/% Exceeding
Q1	\$163,703	\$57,047/ \$415,950	370/ 44%	\$172,429	\$58,978/ \$409,470	277/ 44%	\$237,909	\$77,373/ \$596,986	330/ 44%
Q2	\$186,967	\$60,414/ \$482,538	372/ 44%	\$212,784	\$61,687/ \$493,286	287/ 46%	\$278,023	\$89,930/ \$686,383	344/ 46%
Q3	\$184,592	\$63,432/ \$492,563	369/ 44%	\$233,917	\$54,118/ \$543,659	284/ 46%	\$278,384	\$90,555/ \$706,446	355/ 48%
Q4	\$222,339	\$79,309/ \$601,971	369/ 44%	\$208,298	\$61,605/ \$459,305	287/ 46%	\$240,263	\$64,078/ \$595,751	348/ 47%
<b>Annual AUV</b>	\$752,372	\$260,876/ \$1,993,022	373/ 44%	\$836,748	\$254,117/ \$1,903,720	287/ 46%	\$1,034,580	\$345,165/ \$2,585,567	348/ 47%

**All Franchised Restaurants Without Drive-Thrus**

2019				2020			2021		
	Median	Low/High	#/% Exceeding	Median	Low/High	#/% Exceeding	Median	Low/High	#/% Exceeding
Q1	\$151,757	\$42,814/ \$539,694	761/ 43%	\$159,771	\$34,042/ \$409,604	413/ 44%	\$191,175	\$33,328/ \$492,533	563/ 43%
Q2	\$167,768	\$51,697/ \$508,729	781/ 44%	\$157,031	\$35,941/ \$543,026	420/ 44%	\$225,696	\$46,379/ \$553,607	569/ 43%
Q3	\$164,066	\$47,168/ \$467,974	776/ 43%	\$181,537	\$41,219/ \$495,809	413/ 44%	\$231,315	\$51,794/ \$643,933	567/ 43%
Q4	\$203,904	\$57,231/ \$572,429	767/ 43%	\$170,694	\$37,507/ \$434,681	417/ 44%	\$203,784	\$46,774/ \$565,784	570/ 44%
<b>Annual AUV</b>	\$685,759	\$202,878/ \$1,965,722	777/ 44%	\$671,417	\$159,565/ \$1,799,983	419/ 44%	\$851,969	\$186,570/ \$2,222,388	578/ 44%

Franchised Covered Restaurants (from 2019, 2020 and 2021) are located in various types of structures (for example, strip malls, shopping centers, food courts, and free-standing buildings) and various types of venues (for example, college campuses, downtown areas, metropolitan areas, and suburban areas). Affiliate-Owned Covered Restaurants (from 2019, 2020 and 2021) are located primarily on college campuses. The Covered Restaurants offer primarily the same products and services that we expect new Jimmy John’s Restaurants to offer, and the Franchised Covered Restaurants receive primarily the same services from us that we expect new franchisees to receive.

The actual average and median unit volumes do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross sales figures to obtain your net income or profit. You should independently investigate the costs and expenses you will incur in operating your Jimmy John’s Restaurant. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information. The actual gross sales volumes of Jimmy John’s Restaurants are affected by traffic count; accessibility and visibility of a site; the local marketplace and competition; general economic conditions; the franchisee’s management skill, experience, business acumen, and ability to promote and market Jimmy John’s Restaurants effectively in the local market; and the degree of adherence to our methods and procedures in operating the Restaurant. Upon your reasonable request, we will provide written substantiation for these financial performance representations.

These financial performance representations were prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to their contents or form.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing

outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting our Vice President, Franchise Counsel, Lisa Storey, Esq. at Three Glenlake Parkway NE, Atlanta, Georgia 30328 or (678) 514-6928, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

All year-end numbers appearing in the tables below are as of December 31 in each year. The “Company-Owned” outlets referenced in the tables below actually are owned by one or more of our affiliated entities.

Table No. 1

**Systemwide Outlet Summary**  
**For years 2019 to 2021**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	2759	2746	-13
	2020	2746	2659	-87
	2021	2659	2616	-41
Company-Owned	2019	45	42	-3
	2020	42	41	-1
	2021	41	41	0
Total Outlets	2019	2804	2788	-15
	2020	2788	2700	-88
	2021	2700	2657	-43

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2019 to 2021**

State	Year	Number of Transfers
Alabama	2019	0
	2020	5
	2021	0

State	Year	Number of Transfers
Arizona	2019	2
	2020	0
	2021	9
Arkansas	2019	4
	2020	0
	2021	6
California	2019	7
	2020	2
	2021	21
Colorado	2019	6
	2020	19
	2021	3
Delaware	2019	0
	2020	0
	2021	0
Florida	2019	21
	2020	2
	2021	7
Georgia	2019	7
	2020	2
	2021	1
Idaho	2019	0
	2020	4
	2021	0
Illinois	2019	8
	2020	7
	2021	8
Indiana	2019	16
	2020	0
	2021	3

State	Year	Number of Transfers
Iowa	2019	0
	2020	0
	2021	7
Kansas	2019	1
	2020	0
	2021	2
Kentucky	2019	2
	2020	0
	2021	0
Louisiana	2019	1
	2020	0
	2021	0
Maryland	2019	2
	2020	0
	2021	0
Massachusetts	2019	4
	2020	0
	2021	0
Michigan	2019	37
	2020	0
	2021	7
Minnesota	2019	5
	2020	4
	2021	2
Mississippi	2019	0
	2020	0
	2021	3
Missouri	2019	2
	2020	7
	2021	11

State	Year	Number of Transfers
Nebraska	2019	0
	2020	4
	2021	2
Nevada	2019	0
	2020	0
	2021	0
New Jersey	2019	1
	2020	0
	2021	0
New York	2019	4
	2020	0
	2021	0
North Carolina	2019	2
	2020	1
	2021	1
Ohio	2019	10
	2020	3
	2021	5
Oklahoma	2019	0
	2020	10
	2021	0
Oregon	2019	2
	2020	1
	2021	11
Pennsylvania	2019	1
	2020	1
	2021	6
South Carolina	2019	3
	2020	0
	2021	0

State	Year	Number of Transfers
South Dakota	2019	0
	2020	1
	2021	4
Tennessee	2019	0
	2020	0
	2021	7
Texas	2019	8
	2020	16
	2021	5
Utah	2019	0
	2020	3
	2021	0
Virginia	2019	6
	2020	3
	2021	0
Washington	2019	0
	2020	3
	2021	14
West Virginia	2019	0
	2020	0
	2021	0
Wisconsin	2019	5
	2020	3
	2021	2
Wyoming	2019	0
	2020	0
	2021	1
Total	2019	167
	2020	101
	2021	148



Table No. 3

**Status of Franchised Outlets  
For years 2019 to 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons **	Outlets at End of the Year
Alabama	2019	34	5	0	0	0	3	36
	2020	36	0	0	0	0	2	34
	2021	34	0	0	0	0	0	34
Arizona	2019	77	1	0	0	0	1	77
	2020	77	1	0	0	0	0	78
	2021	78	2	0	1	0	1	78
Arkansas	2019	17	2	0	0	0	0	19
	2020	19	0	0	0	0	2	17
	2021	17	0	0	0	0	2	15
California	2019	104	7	0	0	0	21	90
	2020	90	2	0	0	0	17	75
	2021	75	0	0	5	0	5	65
Colorado	2019	95	4	0	0	0	0	99
	2020	99	5	0	0	0	0	104
	2021	104	1	0	0	0	1	104
Delaware	2019	3	0	0	0	0	1	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
District of Columbia	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	1	3
	2021	3	0	0	0	0	0	3
Florida	2019	1769	9	0	0	0	18	170
	2020	170	1	0	0	0	14	157
	2021	157	1	0	1	0	10	147

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons **	Outlets at End of the Year
Georgia	2019	83	5	0	0	0	2	86
	2020	86	1	0	0	0	6	81
	2021	81	2	0	2	0	1	80
Idaho	2019	26	0	0	0	0	0	26
	2020	26	0	0	0	0	0	26
	2021	26	1	0	0	0	0	27
Illinois	2019	279	7	0	0	0	3	283
	2020	283	0	0	0	0	6	277
	2021	277	3	0	1	0	1	278
Indiana	2019	110	4	0	0	0	0	114
	2020	114	1	0	0	0	2	113
	2021	113	0	0	0	0	0	113
Iowa	2019	81	3	0	0	0	0	84
	2020	84	1	0	0	0	2	83
	2021	83	2	0	1	0	2	82
Kansas	2019	38	1	0	0	0	0	39
	2020	39	0	0	0	0	0	39
	2021	39	0	0	0	0	0	39
Kentucky	2019	52	2	0	0	0	2	52
	2020	52	1	0	0	0	4	49
	2021	49	2	0	1	0	2	48
Louisiana	2019	30	0	0	0	0	0	30
	2020	30	0	0	0	0	0	30
	2021	30	1	0	0	0	4	27
Maryland	2019	35	3	0	0	0	2	36
	2020	36	0	0	0	0	10	26
	2021	26	0	0	0	0	1	25

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons **	Outlets at End of the Year
Massachusetts	2019	8	0	0	0	0	2	6
	2020	6	0	0	0	0	1	5
	2021	5	0	0	0	0	0	5
Michigan	2019	182	1	0	0	0	0	183
	2020	183	1	0	0	0	5	179
	2021	179	6	0		0		184
Minnesota	2019	116	2	0	0	0	2	116
	2020	116	1	0	0	0	2	115
	2021	115	0	0	2	0	1	112
Mississippi	2019	14	0	0	0	0	1	13
	2020	13	0	0	0	0	2	11
	2021	11	0	0	0	0	1	10
Missouri	2019	102	3	0	0	0	3	102
	2020	102	0	0	0	0	2	100
	2021	100	0	0	1	0	1	98
Montana	2019	13	1	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	1	0	0	0	0	15
Nebraska	2019	45	0	0	0	0	0	45
	2020	45	0	0	0	0	2	43
	2021	43	2	0	0	0	0	45
Nevada	2019	26	1	0	0	0	1	26
	2020	26	0	0	0	0	1	25
	2021	25	0	0	0	0	1	24
New Jersey	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons **	Outlets at End of the Year
New Mexico	2019	14	0	0	0	0	1	13
	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	1	12
New York	2019	10	1	0	0	0	2	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
North Carolina	2019	83	7	0	0	0	2	88
	2020	88	2	0	0	0	3	87
	2021	87	2	0	1	0	1	87
North Dakota	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
Ohio	2019	143	7	0	0	0	8	142
	2020	142	1	0	0	0	3	140
	2021	140	0	0	0	0	5	135
Oklahoma	2019	25	2	0	0	0	0	27
	2020	27	0	0	0	0	0	27
	2021	27	0	0	0	0	0	27
Oregon	2019	39	1	0	0	0	1	39
	2020	39	1	0	0	0	1	39
	2021	39	0	0	0	0	3	36
Pennsylvania	2019	47	1	0	0	0	3	45
	2020	45	0	0	0	0	10	35
	2021	35	0	0	2	0	2	31
South Carolina	2019	32	2	0	0	0	1	33
	2020	33	3	0	0	0	0	36
	2021	36	1	0	0	0	1	36

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons **	Outlets at End of the Year
South Dakota	2019	16	0	0	0	0	0	16
	2020	16	0	0	0	0	0	16
	2021	16	1	0	0	0	0	17
Tennessee	2019	44	2	0	0	0	2	44
	2020	44	1	0	0	0	3	42
	2021	42	0	0	0	0	0	42
Texas	2019	215	3	0	0	0	20	198
	2020	198	9	0	0	0	12	195
	2021	195	6	0	2	0	2	197
Utah	2019	48	1	0	0	0	1	48
	2020	48	0	0	0	0	1	47
	2021	47	0	0	0	0	0	47
Virginia	2019	65	1	0	0	0	1	65
	2020	65	2	0	0	0	5	62
	2021	62	1	0	0	0	3	60
Washington	2019	94	2	0	0	0	3	93
	2020	93	0	0	0	0	2	91
	2021	91	0	0	3	0	3	85
West Virginia	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
Wisconsin	2019	100	4	0	0	0	0	104
	2020	104	1	0	0	0	0	105
	2021	105	1	0	0	0	1	105

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons **	Outlets at End of the Year
Wyoming	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Totals	2019	2759	94	0	0	0	107	2746
	2020	2746	35	0	0	0	122	2659
	2021	2659	36	0	24	0	55	2616

\*\*These Restaurants were abandoned by their franchisees, after which we sent the franchisees notices of termination.

Table No. 4

**Status of Company-Owned Outlets  
For years 2019 to 2021**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2019	3	0	0	3	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Illinois	2019	7	0	0	0	0	7
	2020	7	1	0	0	0	8
	2021	8	1	0	0	0	9
Indiana	2019	5	0	0	0	0	5
	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
Michigan	2019	21	0	0	0	0	21
	2020	21	0	0	0	0	21
	2021	21	0	0	1	0	20

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Wisconsin	2019	7	1	0	0	0	8
	2020	8	0	0	1	0	7
	2021	7	0	0	0	0	7
Totals	2019	45	1	0	4	0	42
	2020	42	1	0	2	0	41
	2021	41	1	0	1	0	41

Table No. 5

**Projected Openings As Of December 31, 2021**

State	Franchise Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants	Projected New Company-Owned Restaurants
Alabama	1	1	0
Arizona	8	0	0
Arkansas	0	0	0
California	8	0	0
Colorado	4	0	0
Connecticut	0	0	0
Delaware	1	0	0
Florida	8	1	0
Georgia	5	0	0
Idaho	2	0	0
Illinois	0	1	0
Indiana	3	0	0
Iowa	4	1	0
Kansas	3	0	0
Kentucky	10	1	0
Louisiana	3	0	0
Maryland	1	1	0
Michigan	12	0	0
Minnesota	4	0	0
Mississippi	1	0	0
Missouri	10	1	0
Montana	2	1	0
Nebraska	6	1	0

State	Franchise Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants	Projected New Company-Owned Restaurants
Nevada	2	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	1	1	0
North Carolina	7	0	0
North Dakota	2	0	0
Ohio	11	2	0
Oklahoma	5	0	0
Oregon	3	0	0
Pennsylvania	2	0	0
South Carolina	5	4	0
South Dakota	1	0	0
Tennessee	13	1	0
Texas	22	1	0
Utah	2	1	0
Virginia	4	0	0
Washington	2	0	0
West Virginia	1	0	0
Wisconsin	11	0	0
Wyoming	1	0	0
Totals	205	16	0

Exhibit D is a list of (1) JIMMY JOHN’S® franchisees and the addresses and telephone numbers of their Restaurants (or their contact information if their Restaurants are not yet open) as of January 2, 2022; (2) the addresses and telephone numbers of affiliate-owned JIMMY JOHN’S® Restaurants as of January 2, 2022; and (3) the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone or other contact numbers) of the 109 franchisees who had outlets terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement, from January 3, 2021 to January 2, 2022, or who did not communicate with JJF within 10 weeks of this disclosure document’s original issuance date. This list includes (i) franchisees that transferred their Restaurants to third parties, even though they might remain in the system with other Restaurants, (ii) franchisees whose controlling ownership interest changed, even if the franchisee entity itself did not change, and (iii) franchisees who did not find sites for their Restaurants and whose franchise agreements therefore were terminated. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. The reference in Exhibit D to “non-operational” restaurants is to new franchises that have been granted to the identified franchisees but whose Restaurants are at various stages of development and not yet open.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses restricting them from discussing with you their experiences as a franchisee in the JIMMY



JOHN’S® franchise system. For information about the JIMMY JOHN’S® Franchisee Advisory Council originally created by JJF, please contact Tim Asire at our principal business address (the Council does not have its own contact address or telephone number). There are no other trademark-specific franchisee organizations associated with the JIMMY JOHN’S® franchise system.

**Item 21**  
**FINANCIAL STATEMENTS**

Exhibit F contains our audited financial statements as of January 2, 2022 (Successor) and January 3, 2021 (Successor), for the fiscal years ended January 2, 2022 (Successor) and January 3, 2021 (Successor), for the period from October 18, 2019 through December 31, 2019 (Successor), and for the period from January 2, 2019 through October 17, 2019 (Predecessor).

**Item 22**  
**CONTRACTS**

The following contracts/documents are exhibits:

- (a) Franchise Agreement — Exhibit B
- (b) Non-Traditional Rider — Exhibit B-1
- (c) Development Rights Rider to Franchise Agreement — Exhibit C
- (d) Principal’s Agreement — Exhibit E
- (e) State Riders to Franchise Agreement — Exhibit H
- (f) Successor Franchise Rider to Franchise Agreement (including form of release we currently use in connection with renewals and transfers) — Exhibit I

**Item 23**  
**RECEIPTS**

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

**EXHIBIT A**

**LIST OF STATE AGENCIES/  
AGENTS FOR SERVICE OF PROCESS**

**STATE AGENCIES/AGENTS  
FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

**CALIFORNIA**

Commissioner of Department of Financial  
Protection & Innovation  
Department of Financial Protection & Innovation  
Toll Free: 1 (866) 275-2677

***Los Angeles***

Suite 750  
320 West 4<sup>th</sup> Street  
Los Angeles, California 90013-2344  
(213) 576-7500

***Sacramento***

2101 Arena Boulevard  
Sacramento, California 95834  
(866) 275-2677

***San Diego***

1350 Front Street, Rm. 2034  
San Diego, California 92101-3697  
(619) 525-4233

***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94105-2980  
(415) 972-8559

**HAWAII**

(for service of process)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

(for other matters)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

**ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

(for service of process)

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

(state agency)

Indiana Secretary of State  
Securities Division  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

### **MARYLAND**

(for service of process)

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(state agency)

Office of the Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

### **MICHIGAN**

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 335-7567

### **MINNESOTA**

Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

### **NEW YORK**

(for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236 (Phone)

### **NORTH DAKOTA**

(for service of process)

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue, Suite 414  
Bismarck, North Dakota 58505  
(701) 328-4712

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue, Suite 414  
Bismarck, North Dakota 58505  
(701) 328-2910

### **OREGON**

Oregon Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

**RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9500

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

**VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

**WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 9033  
Olympia, Washington 98501-9033  
(360) 902-8760

**WISCONSIN**

(for service of process)

Administrator, Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-2139

(state administrator)

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-9555

**EXHIBIT B**  
**FRANCHISE AGREEMENT**

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**FRANCHISE AGREEMENT**

**Franchisee Name:**

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**Agreement Date:**

---

**Restaurant Address:**

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EXHIBITS

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EXHIBIT B REFUNDS AND CANCELLATION

EXHIBIT C INCENTIVES AMENDMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

**JIMMY JOHN’S FRANCHISOR SPV, LLC**  
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the “Agreement”) is made and entered into by and between **JIMMY JOHN’S FRANCHISOR SPV, LLC**, a Delaware limited liability company with its principal business address at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“you” or “your”). The effective date of this Agreement (the “Effective Date”) will be the date on which we sign it, as set forth opposite our signature at the end of this Agreement.

1. **PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE.**

A. **PREAMBLES.**

(1) We and certain affiliates have developed (and continue to develop and modify) a system and franchise opportunity for the operation of restaurants providing carry-out, delivery, and on-premises dining services and featuring gourmet deli sandwiches, fresh-baked breads, and other permitted food and beverage products (collectively, “Menu Items”).

(2) Most Menu Items are prepared according to specified recipes, standards, and procedures and use high-quality ingredients, including specially formulated and specially produced proprietary lines of bread dough, meats, and other food products (collectively, “Trade Secret Food Products”) and food products (not constituting Trade Secret Food Products) that are branded and/or packaged exclusively for our system and franchisees (collectively, “Branded Products”). (Branded Products also are defined to include non-food products branded and/or packaged exclusively for our system and franchisees.) Certain food and beverage products are not prepared with Trade Secret Food Products or Branded Products but still are required or authorized for sale (collectively, “Permitted Brands,” which are encompassed within Menu Items). The restaurants described above operate under the “JIMMY JOHN’S®” name and other trademarks (“JIMMY JOHN’S® Restaurants”) and have distinctive business formats, methods, procedures, signs, designs, layouts, standards, and specifications, all of which we may improve, further develop, or otherwise modify from time to time.

(3) We currently use, promote, and license certain trademarks, service marks, and other commercial symbols in operating JIMMY JOHN’S® Restaurants, which have gained and we expect will continue to gain public acceptance and goodwill, and may create, use, and license new trademarks, service marks, and commercial symbols for JIMMY JOHN’S® Restaurants (collectively, the “Marks”).

(4) We grant to those that meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a JIMMY JOHN’S® Restaurant offering the Menu Items and services we require and authorize and using our

business formats, methods, procedures, signs, designs, layouts, standards, specifications, and Marks (the “Franchise System”).

(5) As a JIMMY JOHN’S® Restaurant franchisee, you must comply with this Agreement and all mandatory specifications, standards, operating procedures, and rules (collectively, “Brand Standards”) we periodically prescribe for JIMMY JOHN’S® Restaurants in order to maintain the high quality and consistent customer experience that are critical to attracting and retaining customers for JIMMY JOHN’S® Restaurants.

(6) You have applied for a franchise to operate a JIMMY JOHN’S® Restaurant.

**B. ACKNOWLEDGMENTS.**

You acknowledge that:

(1) You have independently investigated the JIMMY JOHN’S® Restaurant franchise opportunity and recognize that, like any other business, the nature of the JIMMY JOHN’S® Restaurant will evolve and change over time.

(2) An investment in a JIMMY JOHN’S® Restaurant involves business risks that could result in the loss of a significant portion or all of your investment.

(3) The business abilities and efforts of your owners and other principals, management, and staff are vital to your success.

(4) You have not received from us or our affiliates, and are not relying upon, any representations or guarantees, express or implied, of the potential volume, sales, income, or profits of a JIMMY JOHN’S® Restaurant (except for financial performance representations included in Item 19 of our Franchise Disclosure Document).

(5) You have been afforded ample opportunity to ask any questions you have and to review any appropriate materials of interest to you concerning the JIMMY JOHN’S® Restaurant franchise opportunity, including the opportunity to contact existing JIMMY JOHN’S® Restaurant franchisees.

**C. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.**

As a corporation, limited liability company, or general, limited, or limited liability partnership (each, an “Entity”), you agree and represent that:

(1) You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly exist in good standing under the laws of the state of your incorporation or formation;

(2) Your organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend (the wording of which we may prescribe) referring to this Agreement's restrictions;

(3) Your organizational documents, operating agreement, or partnership agreement, as applicable, will contain a provision requiring any dissenting or non-voting interest-holders to execute all documents necessary to effectuate any action that is properly authorized under the organizational documents, operating agreement, or partnership agreement, as applicable;

(4) Exhibit A to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date;

(5) You must have an "Operations Partner" to manage the Restaurant on-site on a day-to-day basis. The Operations Partner must own (on a fully-vested basis from the beginning of his or her association with you) at least five percent (5%) of your outstanding ownership interests. We must accept your proposed Operations Partner. Your Operations Partner as of the Effective Date is identified in Exhibit A;

(6) Each of your owners during this Agreement's term (including your Operations Partner) will execute a Guaranty and Assumption of Obligations in the form that may be prescribed from time to time, undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Subject to our rights and your obligations under Section 12, you and your owners agree to sign and deliver to us revised Exhibits A to reflect any permitted changes in the information Exhibit A now contains;

(7) The Restaurant and other JIMMY JOHN'S® Restaurants, if applicable, will be the only businesses you operate (although your owners may have other, non-competitive business interests if they do not conflict with your obligations under this Agreement); and

(8) You may not use any Mark (whether in whole or in part) in, or as part of, your legal business name or email address or use any name that is the same as or similar to, or an acronym or abbreviation of, the Jimmy John's name (although you may register the Marks we specify as the "assumed name" or "doing business as" name in the jurisdictions where you are formed and qualify to do business).

D. **GRANT OF FRANCHISE.**

You have applied for a franchise to operate a JIMMY JOHN'S® Restaurant at \_\_\_\_\_ (the "Premises"). (If you have not found a site as of the Effective Date, the Premises will be identified after you do so, as provided in Subsection 2.A. below.) Subject to this Agreement's terms, we grant you a franchise (the "Franchise") to operate a JIMMY JOHN'S® Restaurant (the "Restaurant") at the

Premises, and to use the Franchise System in its operation, for a term beginning on the Effective Date and expiring ten (10) years from the day on which the Restaurant first opens to the public for business. You agree to operate the Restaurant in compliance with this Agreement for the entire initial term unless this Agreement is properly terminated under Section 14. You may use the Premises only for the Restaurant.

You must provide delivery services in compliance with Brand Standards but only in the delivery area that is specified for you (in an email or other communication) after you find the Restaurant's site. You acknowledge and understand that we may, at any time and from time to time, and for any or no reason, change the definition of the delivery area and, in particular, reduce its size. If the definition of your delivery area ever were to change, you agree, without any argument or disagreement, to change immediately the delivery services you provide and to deliver the Restaurant's products only within the newly defined delivery area. If you fail to do so, we may immediately terminate your right to provide any delivery services anywhere. If your delivery area's size were to be reduced, you acknowledge there might be a reduction in your sales but that we will not be liable for that reduction because reduction of delivery-area sizes is an action that this Subsection expressly permits. You further acknowledge and agree that the delivery area is not exclusive, and we and our affiliates may engage, and/or allow other franchisees and third parties to engage, in any activities we and our affiliates desire within the delivery area without any restrictions whatsoever (including allowing other franchisees to provide delivery services in the delivery area). We will not be liable for any reduction in your sales as a result of these activities. The delivery area is nothing more than the geographic boundaries in which you may deliver the Restaurant's products. It confers no other rights on you whatsoever.

You agree at all times faithfully, honestly, and diligently to perform your obligations under this Agreement and to use your best efforts to promote the Restaurant.

E. **RESERVED RIGHTS.**

You acknowledge that the Franchise is nonexclusive, you have no territorial protection whatsoever (even with respect to the area in which you provide delivery services), and we (and our affiliates) retain the right at all times during this Agreement's term to engage in any and all activities we (and they) deem appropriate, wherever and whenever we (and they) desire, and whether or not such activities compete with your Restaurant, including, without limitation, the right to:

(1) establish and operate, and allow others to establish and operate, JIMMY JOHN'S® Restaurants at any locations and in any areas, other than at the Premises;

(2) establish, and allow others to establish, other businesses and distribution channels (including, but not limited to, the Internet), wherever located or operating and regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, that operate under the Marks or any other trademarks or service marks; that are the same as or different from JIMMY JOHN'S® Restaurants; and that sell products and/or services that are identical or similar to, and/or competitive with, those that JIMMY JOHN'S® Restaurants customarily sell; and

(3) to engage in all other activities not expressly prohibited by this Agreement.

**F. THE EXERCISE OF OUR JUDGMENT.**

We have the right to develop, operate, and change the Franchise System in any manner not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on information readily available to us and our judgment of what is in the best interests of us, JIMMY JOHN'S® Restaurant franchisees generally, or the Franchise System at the time the decision is made, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made or whether the decision promotes our financial or other individual interest.

**G. MODIFICATION OF FRANCHISE SYSTEM.**

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best, to vary Brand Standards for, and to provide different levels of service to, any franchisee based upon the peculiarities of any condition or factors we consider important to that franchisee's successful operation. You have no right to require us to grant you a similar variation or accommodation or to provide the same level of service.

**2. SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND OPENING OF RESTAURANT.**

**A. SITE SELECTION.**

If you have not yet secured a site for the Premises as of the Effective Date, then within twelve (12) months after the Effective Date you agree to secure, by lease or purchase, a suitable site for the Restaurant within the following non-exclusive general area: \_\_\_\_\_  
\_\_\_\_\_. You agree to obtain our written acceptance of the Restaurant's proposed site before signing any lease, sublease, or other document for the site. We will use reasonable efforts to help analyze your market area and determine site feasibility, based on factors such as demographic characteristics; traffic patterns; parking; character of neighborhood; competition from and proximity to other businesses; other commercial characteristics; and size, appearance, and other physical characteristics. Neither we nor our affiliates will select a site for you, however, and it is your responsibility to locate a site for the Premises. Acceptance of a proposed site will not be unreasonably withheld if, in our and our affiliates' experience with JIMMY JOHN'S® Restaurants and based on the factors outlined above, the proposed site is not inconsistent with sites that we and our affiliates regard as favorable or that otherwise have been successful sites for JIMMY JOHN'S® Restaurants in the past.

You agree to send us a description of the proposed site, including a summary of the items listed above, along with a letter of intent or other evidence confirming your favorable prospects



for obtaining the proposed site. Within approximately thirty (30) business days after receiving your written proposal, we will inform you if your proposed site has been accepted. We may reject a proposed site or require you to sign an acknowledgment that a site you have chosen is accepted but not recommended due to its incompatibility with certain factors that bear on a site's suitability as a location for a JIMMY JOHN'S® Restaurant. After you find and secure the site, the address will be inserted into Subsection 1.D. above, and it will be the Premises. You may operate the Restaurant only at the Premises, although you may deliver Menu Items prepared at the Premises to customers located within your specified delivery area, provided that you comply with Jimmy John's Brand Standards for delivery services.

If you do not secure a site acceptable to us within twelve (12) months after the Effective Date, then either you or we may terminate this Agreement upon written notice.

You acknowledge and agree that, if we or our designee recommends or gives you information regarding a site proposed for the Premises, that is not a representation or warranty of any kind, express or implied, of the site's suitability for a JIMMY JOHN'S® Restaurant or any other purpose. Our or our designee's recommendation indicates only that we or our designee believes the site is not inconsistent with sites that we regard as favorable or that otherwise have been successful sites for JIMMY JOHN'S® Restaurants in the past. Applying criteria that have appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a recommended site and premises fail to meet your expectations. You acknowledge and agree that your acceptance of the Franchise was or will be based on your own independent investigation of a site's suitability for the Premises. We are relying on your knowledge of the real estate market in your area and your ability to find a suitable site.

#### **B. LEASE OF PREMISES.**

We have the right to accept or reject the terms of any lease or sublease for the Premises (the "Lease") before you sign it. The Lease must contain certain terms and provisions that we may require from time to time (although we will not directly negotiate your Lease) as well as the then-current form of Franchisor Lease Addendum, which includes provisions, by way of example but not limitation:

- (1) reserving to us or our designee the right to receive an assignment of the Lease upon termination or expiration of this Agreement;
- (2) requiring the lessor concurrently to send us or our designee a copy of any written notice of Lease default sent to you and granting us or our designee the right (but without any obligation) to cure any Lease default within fifteen (15) days after expiration of your cure period (if you fail to do so);
- (3) evidencing your right to display the Marks at the Restaurant in accordance with our then-current signage and other requirements (subject only to applicable law);

(4) allowing us or our designee to enter the Premises, for a period of not less than thirty (30) days, upon expiration or termination of this Agreement or your Lease and take all action necessary, in our sole judgment, to de-identify the Premises, including removing all signage and other items bearing our Marks; and

(5) requiring the lessor to obtain our consent before entering into any amendment, supplement, or modification of the Lease impacting our rights.

You acknowledge that our acceptance of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a JIMMY JOHN'S® Restaurant operated at the Premises. Our acceptance indicates only that we believe the Premises and the Lease's terms adequately protect our interests and/or the interests of other franchisees in the JIMMY JOHN'S® system, to the extent those interests are implicated in the Lease.

After your Lease is executed, you agree to provide us with notice of any revisions to its terms that you or your landlord might propose, and we have the right to accept or reject those proposed revisions before they become effective.

If you sign this Agreement in connection with your acquisition of the Restaurant from an existing franchisee and your execution of a Lease assignment or sublease for the Premises, the effective date of the Lease assignment or sublease for the Premises will be deemed to be the day on which you opened the Restaurant to the public for business.

You may not relocate the Restaurant to a new site without our prior written consent, which we may grant or deny as we deem best. Approval of your relocation request may be conditioned on: (1) the new site and its lease being acceptable, according to the criteria generally described above; (2) your paying us a reasonable relocation fee; (3) your reimbursing the costs we incur during the relocation process, including those required to help you construct and develop the Restaurant at the new site in full compliance with Jimmy John's Brand Standards; (4) your confirming that this Agreement remains in effect and governs your operation of the Restaurant at the new site with no change in the Franchise term or, at our option, your signing our then-current form of franchise agreement to govern your operation of the Restaurant at the new site for a new Franchise term; (5) your signing a Relocation Rider to Franchise Agreement to govern your transition from the Restaurant's former Premises to the new site; (6) your signing a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, as well as our and their respective owners, affiliates, officers, directors, employees, and agents (except for our indemnification obligations under Subsection 16.D. below); (7) your continuing to operate the Restaurant at the Premises until it is authorized to close; and (8) your taking, within the timeframe we specify and at your own expense, all action we require to de-brand and de-identify the Restaurant's former Premises so that it no longer is associated in any manner (in our sole determination) with the Franchise System, including the action specified in Section 15.B.(4) below.

### C. **RESTAURANT DEVELOPMENT.**

You are responsible for developing the Restaurant. We will give you mandatory and suggested specifications and layouts for a JIMMY JOHN'S® Restaurant, including requirements

for exterior design (including façade, parking lot, sidewalks, and landscaping), dimensions, image, interior design and layout, decor, fixtures, equipment, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the “ADA”) or similar rules governing public accommodations for disabled persons. You must prepare a site survey and all required construction plans and specifications to suit the Premises and confirm that such plans and specifications comply with our requirements, the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions. You are solely responsible for complying with all such laws, codes, and regulations and must inform us of any changes to the Restaurant’s specifications you believe are necessary to ensure such compliance. We own the plans and all adaptations of the plans for your Restaurant. The Restaurant’s layout and design are in our sole judgment.

Before beginning the Restaurant construction process, you must identify your proposed general contractor. That general contractor must have sufficient experience (in our opinion) constructing similar types of commercial properties. We have the right to accept your proposed general contractor in writing before you hire it to construct the Restaurant. You may not hire any general contractor we reject. We may designate the general contractor you must use (with which you will contract directly) instead of allowing you to choose your own.

You agree to send us construction plans and specifications for review before you begin constructing the Restaurant and all revised or “as built” plans and specifications during construction. Because our review is limited to ensuring your compliance with our design and layout requirements, our review might not assess compliance with federal, state, or local laws and regulations, including the ADA, as compliance with these laws is your responsibility. You must inform us of any changes to the Restaurant’s specifications you believe are necessary to ensure such compliance. We may inspect the Premises while you are developing the Restaurant. You (and not we) are responsible for the performance of architects, contractors, and subcontractors you hire to develop and maintain the Restaurant and to ensure that sufficient insurance coverage is in place during the construction process.

You agree to do the following, at your own expense, to develop the Restaurant at the Premises:

- (1) secure all financing required to develop and operate the Restaurant;
- (2) obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses;
- (3) construct all required improvements to the Premises and decorate the Restaurant according to approved plans and specifications;
- (4) obtain all customary contractors’ sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;
- (5) purchase or lease, and install, all required fixtures, furniture, equipment (including required computer, and point-of-sale information systems, back office systems

for reporting and inventory purposes, and, upon our request, video security system), furnishings, and signs (collectively, “Operating Assets”) for the Restaurant; and

(6) purchase an opening inventory of required and authorized Trade Secret Food Products, Branded Products, Permitted Brands, and other products, materials, and supplies to begin operating the Restaurant.

D. **OPERATING ASSETS AND OTHER INITIAL AND ONGOING PURCHASES FOR RESTAURANT.**

You agree to use in operating the Restaurant only those Operating Assets we designate or approve for JIMMY JOHN’S® Restaurants as meeting Jimmy John’s specifications and standards for quality, design, appearance, function, and performance. You may not install or otherwise operate at the Premises any unauthorized vending or similar machines. You agree to place or display at the Premises (interior and exterior), and on any permitted delivery vehicles, only the signs, emblems, lettering, logos, and display materials we approve from time to time.

You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or certain of our affiliates). We may regulate the terms and conditions of the sale and delivery of, and the terms and methods of payment for, Trade Secret Food Products, Branded Products, Permitted Brands, and other products and services you obtain from us and affiliated and unaffiliated suppliers. We, our affiliates, and other suppliers have the right not to sell you any Trade Secret Food Products, Branded Products, or other products or not to provide services to you, or to do so only on a “cash-on-delivery” or other basis, if you are in default under any agreement (and have been notified of that default).

We and our affiliates have the right (without liability) to consult with your suppliers about the status of your account with them and to advise your suppliers and others with whom you, we, certain of our affiliates, and other franchisees deal that you are in default under any agreement with us or our affiliates (but only if we have notified you of such default). We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchisees and to use all amounts we and our affiliates receive without restriction for any purposes we and they deem appropriate (unless we and they agree otherwise with the supplier).

E. **COMPUTER SYSTEM.**

You agree to obtain and use the integrated computer hardware and/or software we specify, including an integrated computer-based point-of-sale system, “back office” system, dedicated telephone and power lines, modems, printers, and other computer-related accessories and peripheral equipment (the “Computer System”). We may modify specifications for and components of the Computer System. You also agree to maintain a functioning email address. Our modification of Computer System specifications, and/or other technological developments or events, might require you to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, and

although these costs might not be fully amortizable over this Agreement's remaining term, you agree to obtain the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. Within sixty (60) days after we deliver notice to you, you agree to obtain the Computer System components we designate and ensure that your Computer System, as modified, is functioning properly. We have no obligation to reimburse your Computer System costs. You may not use any unapproved Computer System.

You agree that we or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing the software license agreement or similar document we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We and our affiliates may charge you up-front and ongoing weekly or monthly fees for any proprietary software or technology we or they license to you and for other maintenance and support services provided during this Agreement's term.

Despite the fact you agree to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded; and (4) complying at all times with the most current version of the Payment Card Industry Data Security Standards, and validating compliance with those standards as may be periodically required. The Computer System must permit twenty-four (24) hours per day, seven (7) days per week electronic communications between you and us, including access to the Internet and our then-current intranet or extranet (if applicable).

F. **RESTAURANT OPENING.**

You agree not to open the Restaurant for business to the public until:

- (1) you pay all amounts then due to us and key suppliers;
- (2) we notify you in writing that the Restaurant meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the Restaurant complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations or a waiver of our right to require continuing compliance with our requirements, standards, and policies);
- (3) your Operations Partner and other managers that you designate to become certified complete training to our satisfaction;
- (4) your Area Manager (if required under Subsection 4.A.(3)) completes training to our satisfaction;
- (5) you give us certificates for all required insurance policies; and

(6) we notify you in writing that all other JIMMY JOHN'S® Restaurants in which you, your owners, or your affiliates have an ownership interest are substantially in compliance with their franchise agreements.

You agree to comply with these conditions and to open the Restaurant for business (i) within sixteen (16) months after this Agreement's Effective Date, or (ii) on or before the date the Lease specifies. However, if we and you executed a Development Rights Rider that specifies the date by which the Restaurant must be open, you must open the Restaurant on or before that date, notwithstanding anything to the contrary in this paragraph. Within one hundred twenty (120) days after the Restaurant first opens for business, you must provide us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the development and opening of the Restaurant. We may terminate this Agreement if you fail to open the Restaurant for business, or if your failure to comply with the conditions above prevents you from opening the Restaurant, within the required timeframe. If you open the Restaurant for business before being notified in writing that you may do so, you must pay us Two Thousand Five Hundred Dollars (\$2,500) for each day the Restaurant is open without our approval. In that event, we also may elect to terminate this Agreement under Section 14.B.

**G. INSURANCE.**

During this Agreement's term, you must obtain and maintain in force at your sole expense insurance coverage for the Restaurant in the amounts, covering the risks, and including the provisions that we periodically specify. We may require some or all of your insurance policies to provide for waiver of subrogation in favor of us and certain of our affiliates. Your insurance carriers must be licensed to do business in the state in which the Restaurant is located and be rated A- or higher by A.M. Best and Company, Inc. (or similar criteria we periodically specify). These insurance policies must be in effect before you open the Restaurant for business. We may at any time increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or relevant changes in circumstances. Insurance policies must name us and certain affiliates we designate as additional insureds and provide for thirty (30) days' prior written notice to us of any policy's material modification, cancellation, or non-renewal. You must send us a valid certificate of insurance or duplicate insurance policy evidencing the coverage specified above and the payment of premiums at regular intervals or by specific dates we request. We have the right to obtain insurance coverage for the Restaurant at your expense if you fail to do so, in which case you must reimburse us. We also have the right to defend claims in our sole discretion.

**3. FEES.**

**A. INITIAL FRANCHISE FEE.**

(1) You agree to pay us a nonrecurring and nonrefundable initial franchise fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This fee is due, and fully earned by us, when you sign this Agreement. We will credit toward the initial

franchise fee any deposit you (or an affiliate) previously paid under a Development Rights Rider.

**B. ROYALTY FEE.**

You agree to pay us, in the manner provided below (or as we otherwise prescribe), a weekly Royalty Fee (the “Royalty”) equal to six percent (6%) of the Restaurant’s Gross Sales (defined in Subsection C below). On or before Wednesday of each week, you agree to send us on a form we approve (or as we otherwise direct) a signed statement of the Restaurant’s Gross Sales and weekly inventory for the week ending on the immediately preceding Tuesday. Each weekly statement of Gross Sales must be accompanied by the Royalty due for that week. The Royalty is not in exchange for any particular products, services, or assistance; it is for the rights we grant you under this Agreement.

**C. DEFINITION OF “GROSS SALES”.**

As used in this Agreement, the term “Gross Sales” means all revenue you derive from operating the Restaurant, including, but not limited to, all amounts you receive at or away from the Premises and all delivery and catering charges not included in the price of Menu Items, and all amounts from selling or issuing gift or loyalty cards (except our JIMMY JOHN’S® gift cards), whether from cash, check, credit and debit card, gift or loyalty cards, barter exchange, trade credit, or other credit transactions, and also includes all of your proceeds from business interruption insurance and all amounts you receive (whether or not from your landlord) in connection with any relocation of the Restaurant from, or closure of the Restaurant at, the Premises, but (1) excludes all federal, state, or municipal sales, use, or service taxes collected from customers if paid to the appropriate taxing authority, (2) excludes revenue you derive from selling or issuing JIMMY JOHN’S® gift cards (although revenue you derive from selling products and services to customers who use those cards for payment is included in Gross Sales), and (3) is reduced by the amount of any documented refunds, credits, and discounts the Restaurant in good faith gives to customers, as well as the redemption of a reward or similar credit as part of an approved loyalty program (if those amounts originally were included in calculating Gross Sales).

**D. LATE FEES AND INTEREST.**

You agree to pay us a late fee for each required payment not made on or before its original due date and for each payment not honored by your financial institution. (You also must reimburse our bank charges for your dishonored payments.) This late fee will equal ten percent (10%) of the original amount due but not paid on time. The late fee is not interest or a penalty but compensates us for increased administrative and management costs due to your late payment. In addition, all amounts you owe us for any reason, if more than seven (7) days late, will bear interest accruing as of their original due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the law allows, whichever is less. We may debit your bank account automatically for late fees and interest. You acknowledge that this Subsection is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Restaurant.

E. **APPLICATION OF PAYMENTS.**

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us or our affiliates. We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. You may not withhold payment of any amounts you owe us or our affiliates due to our alleged nonperformance of any of our obligations under this Agreement.

F. **METHOD OF PAYMENT.**

Before the Restaurant opens, you agree to sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, Fund contributions (defined below), and other amounts due under this Agreement and for your purchases of Trade Secret Food Products, Branded Products, Permitted Brands, and other items from us, our affiliates, or our designated or approved suppliers (the “Electronic Depository Transfer Account” or “EDTA”). We may auto-debit all fees and payments you owe us, our affiliates, or any designated or approved suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other items and services related to the Restaurant’s operations. We will debit the EDTA for these amounts on their due dates or before then if your actions indicate to us that your required payments might not be made when due. While we may, as noted above, automatically debit your account for amounts due to designated or approved suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other items and services related to the Restaurant’s operations, we generally intend to do so only if you fail to pay the suppliers as and when required. Funds must be available in the EDTA to cover our withdrawals, and you must report your Gross Sales as we require.

If you fail to report the Restaurant’s Gross Sales, we may debit your EDTA for one hundred twenty percent (120%) of the last Royalty and Fund contribution we debited (together with the late fee noted in Subsection 3.D. above). If the amounts we debit from your EDTA are less than the amounts you actually owe us (once we have determined the Restaurant’s actual Gross Sales), we will debit your EDTA for the balance on the day we specify. If the amounts we debit exceed the amounts you actually owe us, we will credit the excess against the amounts due the following week.

We may require you to pay any amounts due to us or our affiliates under this Agreement (or otherwise) other than by automatic debit (*e.g.*, by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

4. **TRAINING AND CERTIFIED-MANAGER SHIFT COVERAGE.**

A. **TRAINING.**

The training and related requirements, including certified-manager-shift-coverage requirements (“Training Requirements”), described in this Section 4.A. are the Training Requirements in effect as of the date on which we first issued this version of Franchise Agreement. If we change the Training Requirements for the Franchise System any time after that



issuance date, you agree to comply with the updated Training Requirements in connection with your Restaurant's operation despite the provisions currently described in this Section 4.A.

(1) **Initial Training and Assistance.** Before the Restaurant opens for business, your Operations Partner and on-site managers that you have designated to become certified will be trained on the material aspects of operating a JIMMY JOHN'S® Restaurant, excluding aspects relating to labor relations and employment practices. Two (2) weeks of training (although training may be longer or shorter depending on the attendees' experience and needs) will be provided at a designated training facility of our choice and/or at an operating JIMMY JOHN'S® Restaurant. Your Operations Partner also must successfully complete an apprenticeship program, which is not less than four (4) weeks long. If this is your first JIMMY JOHN'S® Restaurant, then your Operations Partner and on-site managers that you have designated to become certified must, before attending the two (2) week training class described above, attend "Boot Camp" training for new franchisees. "Boot Camp" training consists of approximately five (5) days in a training kitchen learning how to complete opening procedures, make all of our recipes, bake bread, and make sandwiches.

Your Operations Partner and on-site managers that you have designated to become certified must complete to our satisfaction the two (2) week initial training program and, as applicable, the apprenticeship program in order to become certified. Your Operations Partner and other on-site managers that you have designated to become certified will not be deemed to be certified unless they complete to our satisfaction initial training and, as applicable, the apprenticeship program. If you are a Passive Investment Company or owned directly or indirectly by a Passive Investment Company, we may require that training be completed to our satisfaction by specific persons in the Passive Investment Company's control group (which will depend on the Passive Investment Company's specific structure and may include the ultimate control person, even if that person will not be involved in the Restaurant's operations). A "Passive Investment Company" means an entity (including one or more of its affiliates) whose primary purpose is to invest at various levels in multiple, varied business opportunities and/or other profit-generating activities and not either to invest primarily in JIMMY JOHN'S® Restaurants or to actively manage or participate in the day-to-day operations of one or more JIMMY JOHN'S® Restaurants.

Training will include homework assignments and proficiency examinations that the participants must successfully complete before they may proceed to the next stage. Otherwise, the participants must wait and start over at the next available training program. After completing the training program, attendees must pass both operations-proficiency and operations-skills tests. As noted above, your Operations Partner and on-site managers that you have designated to become certified must pass the operations-proficiency test and receive management certification.

If one of your proposed on-site certified managers has been certified in the past but has not worked and actively managed shifts at a JIMMY JOHN'S® Restaurant for at least the past six (6) months, even though he or she might have done so before then, that

manager no longer is considered to be certified and, to be re-certified, must qualify for and re-attend and complete to our satisfaction the training program for which we in our sole discretion deem the manager to be qualified (either the one-week or two-week training program). All employee/trainees working in one of your existing JIMMY JOHN'S® Restaurants must, before they will be allowed to attend training to become a certified manager, be approved by us after demonstrating all of the skills and knowledge of both a Certified Mayo Master and a Certified Slicing Master. A one (1) week training course is offered for trainees employed at a JIMMY JOHN'S® Restaurant who have been working as a manager for at least six (6) months immediately preceding the training course. The trainees must complete a pre-enrollment test to our satisfaction. Your proposed trainee for this shorter training program also must be approved by one of our field employees with responsibility for providing support to your Restaurant.

If your Operations Partner cannot complete initial training or the apprenticeship program to our satisfaction, we may terminate this Agreement.

Your Operations Partner may request additional or repeat training at the end of the initial training and apprenticeship programs, for which you must pay then applicable charges, if he or she does not feel sufficiently trained in the operation of a JIMMY JOHN'S® Restaurant. We and you will jointly determine the duration of this additional training. However, if your Operations Partner completes to our satisfaction the initial training and apprenticeship programs, and does not expressly inform us at the end of those programs that he or she does not feel sufficiently trained in the operation of a JIMMY JOHN'S® Restaurant, then the Operations Partner will be deemed to have been trained sufficiently to operate a JIMMY JOHN'S® Restaurant.

When the Restaurant is ready to open for business, we will, at our own cost, send a representative to the Restaurant to assist during its initial opening period. You will receive twenty-four (24) hours of the representative's time if the Restaurant is your first JIMMY JOHN'S® Restaurant, sixteen (16) hours of the representative's time if the Restaurant is your second JIMMY JOHN'S® Restaurant, and eight (8) hours of the representative's time if the Restaurant is your third or subsequent JIMMY JOHN'S® Restaurant.

If you request (and we agree to provide), or we believe you need, additional guidance or support during this opening phase, excluding training relating to labor relations and employment practices, you agree to pay then-applicable charges, including the daily charges and travel and living expenses of our or our representative's personnel.

(2) **Ongoing Training.** We may require your Operations Partner and/or previously trained and experienced managers to attend and complete to our satisfaction any training courses we periodically choose to provide during this Agreement's term, at the times and locations we designate. We may charge reasonable registration or similar fees for these courses. However, we will not require attendance at more than two (2) such courses, or for more than a total of ten (10) business days, during a calendar year. Besides attending these courses, at our request (in our sole discretion) you agree to attend an annual meeting of all JIMMY JOHN'S® Restaurant franchisees at a location we

designate. Attendance will not be required for more than four (4) days during any calendar year. You agree to pay all costs to attend.

If you hire or appoint new or additional on-site managers for the Restaurant during this Agreement's term, we may require them to complete to our satisfaction our then-current initial training and (depending on the experience of any remaining on-site managers) apprenticeship programs. We may charge reasonable fees for training new managers. You agree to pay all travel and living expenses your employees incur during all training courses and programs. You agree to assist us in training other JIMMY JOHN'S® Restaurant franchisees. Your out-of-pocket expenses for providing this assistance will be reimbursed.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide that training or advice, all of which we may discontinue and modify from time to time.

(3) **Area Manager Training.** If the Restaurant is the third (3rd) JIMMY JOHN'S® Restaurant owned by you and/or your affiliates, you must hire or appoint an Area Manager. The Area Manager may not also be an in-Restaurant manager. The Area Manager must attend and successfully complete all Certified Manager training, including the three (3) week initial training and four (4) week apprenticeship programs. If the Area Manager has at least six (6) previous months of experience as an in-Restaurant manager, he or she need not attend the four (4) week apprenticeship program. The Area Manager also must attend and successfully complete Area Manager training at the designated training facility. Area Manager training will include in-Restaurant training and homework assignments that the attendee must successfully complete. Attendees also must pass a skills-proficiency test and prove to us they can execute all tasks and skills covered during training. If an attendee does not successfully complete training the first time, he or she may apply to enroll in the next available training class. To be accepted into another training class, the attendee's first training manager must recommend the attendee for that class. If the training manager does not recommend the attendee or if the attendee fails the second class, you must select a different person to be your Area Manager. Your Area Manager will lose certification for that position 12 months after he or she ceases to serve in that role.

You may not open the Restaurant (if it is the third (3rd) JIMMY JOHN'S® Restaurant owned by you and/or your affiliates) unless your Area Manager is in position and has successfully completed all required training. You also must have an Area Manager for every three (3) to five (5) JIMMY JOHN'S® Restaurants owned by you and/or your affiliates. In other words, you and/or your affiliates must have one (1) Area Manager for at least every three (3) JIMMY JOHN'S® Restaurants that you and/or your affiliates own and operate, and the Area Manager may not manage more than five (5) JIMMY JOHN'S® Restaurants. Once you and/or your affiliates reach six (6) JIMMY JOHN'S® Restaurants, you must hire/appoint a second Area Manager, and then continue to hire/appoint new Area Managers as you open new JIMMY JOHN'S® Restaurants, so

that no Area Manager is responsible for any more than five (5) JIMMY JOHN'S® Restaurants. When you open your sixth JIMMY JOHN'S® Restaurant, or at any time thereafter, your Operations Partner may assume a Director of Operations position (or continue to be an Area Manager along with your other Area Managers). If you and/or your affiliates have JIMMY JOHN'S® Restaurants in different markets, you must have separate Area Managers with responsibility for each market.

(4) **Training-Related Fees and Costs.** We will provide the orientation session for your Operations Partner at no charge (although you are responsible for all travel and living expenses) and will provide initial training and the apprenticeship program for no additional fee for two (2) people (except if you are a first-time franchisee opening your first JIMMY JOHN'S® Restaurant, in which case there is no additional fee for the third person you send to training). There generally are no limits on the number of people you may send to initial training and the apprenticeship program. However, you must pay our then-current training charge for each additional person after the first two (2) people (or three (3) people if you are a first-time franchisee opening your first JIMMY JOHN'S® Restaurant). You also agree to pay all travel and living expenses your Operations Partner and employees incur in connection with attending training.

You are responsible for paying your employees' wages and benefits (if applicable) while they attend training, including Area Manager training. We will provide you information about the number of hours your employees are actively involved in classroom and in-restaurant training, and you are responsible for seeking out any other information you believe you need to ensure your employees are accurately paid during training. You also are responsible for maintaining workers' compensation insurance over your employees during training, including Area Manager training, and must provide proof of that insurance at the outset of the training program. Everyone attending training must have a state health certificate.

If your Operations Partner or any of your managers cancels participation in any training class or apprenticeship program for which he or she pre-registers and pays us a training fee, we will not refund or reimburse the training fee you paid. If participation is cancelled more than two (2) weeks before the class or program is scheduled to begin, we will apply one-half (1/2) of the training fee as a credit toward the fees due for a future training class or program that your Operations Partner or managers attend. However, if participation is cancelled two (2) weeks or less before the class or program is scheduled to begin, you will receive no credit at all toward future training fees due. Any credits that you might receive under this paragraph are transferable among your affiliates and any other JIMMY JOHN'S® Restaurants that you might own, but are not transferable to other franchisees under any circumstances, including in connection with an approved transfer under Section 12.

If your Operations Partner or an on-site manager that you have designated to become certified cancels participation in any training class or apprenticeship program that is part of the initial training we provide for two (2) people (or, if applicable, three (3) people) for no additional fee after granting the Franchise to you, you must pay us a

cancellation fee. The cancellation fee is one-half (1/2) of our then applicable training fee per person (depending on which class or program is involved) if the person cancels more than two (2) weeks before the class or program is scheduled to begin. The cancellation fee is one hundred percent (100%) of our then applicable training fee per person (depending on which class or program is involved) if the person cancels two (2) weeks or less before the class or program is scheduled to begin. This fee is due immediately and is not refundable.

**B. SHIFT COVERAGE BY CERTIFIED MANAGERS.**

The presence of properly trained and certified managers is important to ensuring and promoting compliance with Brand Standards. At least ten (10) full shifts at the Restaurant each week must be covered in their entirety by certified managers. If this is your first JIMMY JOHN'S® Restaurant, fourteen (14) full shifts at the Restaurant each week during the first twelve (12) months the Restaurant is open must be covered in their entirety by certified managers. Each shift may be covered using any number of certified managers, and in any combination, you choose. A "full" shift is from an hour before your posted opening time to shift change or from shift change to ten minutes after your posted closing time. You are responsible for determining how many certified managers you will employ to comply with this Section's requirements and may determine that your Restaurant is best-served by employing more than three (3) certified managers during the first twelve (12) months your Restaurant is open and more than two (2) certified managers afterward. You also are responsible for determining when shift change will take place in your Restaurant.

If this is your first JIMMY JOHN'S® Restaurant, your Operations Partner must work, at a minimum, five (5) "half" shifts in your Restaurant each week. A half shift is defined as one-half of the hours that comprise a full shift at your Restaurant. The hours that comprise each half shift must be worked consecutively, and each half shift must be worked on a different day, so that your Operations Partner is physically present in the Restaurant on at least five (5) separate days each week. You may count your Operations Partner as a certified manager who contributes to the shift coverage outlined above.

If this is your second JIMMY JOHN'S® Restaurant, your Operations Partner must continue to work, at a minimum, five (5) half shifts each week. The hours that comprise each half shift must continue to be worked consecutively, and each half shift still must be worked on different days, but the five (5) half shifts may be allocated over the two Restaurants in any combination you choose.

If this is your second or subsequent JIMMY JOHN'S® Restaurant, your fully trained Operations Partner need not attend the initial training or apprenticeship programs. If you have acquired the Restaurant via a transfer from another franchisee, you must comply with the same minimum managerial requirements specified above.

All certified managers present at the Restaurant, and all employees in customer contact positions at the Restaurant, must be able to speak, read, write, and understand the English language fluently so they can, as applicable, pass the portions of our training program (which is

conducted in English) related to their positions and communicate clearly with customers, suppliers, and other third parties.

**C. GENERAL RECOMMENDATIONS.**

We may advise you from time to time regarding the manner in which, based on your reports or our evaluations and inspections, operations at the Restaurant promote and enhance the quality of the JIMMY JOHN'S® brand. We may provide recommendations to you with respect to:

- (1) standards, specifications, and operating procedures and methods that JIMMY JOHN'S® Restaurants use;
- (2) purchasing required and authorized Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other items and arranging for their distribution to you;
- (3) advertising and marketing materials and programs; and
- (4) administrative, bookkeeping, accounting, and inventory control procedures.

We may provide recommendations to you in our confidential operations manual (“Confidential Operations Manual”) and other manuals (including our Area Manager Manual); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the Restaurant. If you request (and we agree to provide), or we believe you need, additional or special guidance or support, excluding aspects relating to labor relations and employment practices, as those are solely your responsibility as the employer, you agree to pay our then applicable charges, including the daily training charges and travel and living expenses of our designated personnel. “Electronic media” means the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system, including an Intranet, and materials (such as CD ROMs and USB data storage devices) that facilitate the electronic communication of information. An “Intranet” means an internal network we design and administer for the JIMMY JOHN'S® Franchise System through which members of the Franchise System may, in compliance with our terms of use and other requirements, communicate with each other and through which we may circulate updates to the substance of the Confidential Operations Manual, Area Manager Manual, and other Confidential Information. We have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without notice or liability to you.

**D. CONFIDENTIAL OPERATIONS MANUAL.**

We will provide you access during the Franchise term to one (1) copy of our Confidential Operations Manual, which may consist of, and is defined to include, audio, video, computer software, other electronic media (defined in Subsection 4.C. and below) and/or written and other tangible materials. The media and materials comprising the Confidential Operations Manual contain Brand Standards and information about your other obligations under this Agreement. We

periodically may modify the substance of the Confidential Operations Manual to reflect changes in Brand Standards and your other operating requirements. You agree to keep your written copy of, and other tangible materials comprising, the Confidential Operations Manual current and locked in your Restaurant's safe (except when actually in use). You may never remove your written copy of, and other tangible materials comprising, the Confidential Operations Manual from the Restaurant. For purposes of enforcing our rights or your obligations, if there is a dispute over its contents, our master copy of the substance in the Confidential Operations Manual controls. You agree that the Confidential Operations Manual's contents are confidential and may not be disclosed to any person other than Restaurant employees needing to know its contents to perform their duties. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Confidential Operations Manual (except as we allow for training and operating purposes). If your written or other tangible copy of the Confidential Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement at our then applicable charge. These same rules, restrictions, and charges apply with the Area Manager Manual if we give you access to it because you must hire an Area Manager or otherwise want to understand its contents.

We may post some or all of the substance of the Confidential Operations Manual (and the Area Manager Manual) on a restricted Website, intranet, or extranet to which you will have access and which is deemed to be part of the Confidential Operations Manual. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages.) If we do so, you agree to monitor and access the Website, intranet, or extranet for any updates to the substance of the Confidential Operations Manual (and Area Manager Manual) or Brand Standards. Any passwords or other digital identifications necessary to access the Confidential Operations Manual (or Area Manager Manual) on a Website, intranet, or extranet will be deemed to be part of Confidential Information (defined in Section 6 below). We may require you to return a portion or the entire copy of the Confidential Operations Manual (or Area Manager Manual) given to you in paper or other tangible form after we post the substance of the Confidential Operations Manual (or Area Manager Manual) on a restricted Website, intranet, or extranet.

**E. DELEGATION OF PERFORMANCE.**

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our affiliates, agents, or independent contractors with whom we contract to perform such obligations. If we do so, such third-party designees will be obligated to us to perform the delegated functions for you in compliance with this Agreement.

**5. MARKS.**

**A. OWNERSHIP AND GOODWILL OF MARKS.**

Your right to use the Marks is derived only from this Agreement and limited to your operating the Restaurant according to this Agreement and all Brand Standards and other requirements we prescribe during its term. Your unauthorized use of the Marks is a breach of this

Agreement and infringes our rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Restaurant under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not at any time during or after this Agreement's term contest or assist any other person in contesting the validity, or our ownership, of the Marks.

**B. LIMITATIONS ON YOUR USE OF MARKS.**

You agree to use the Marks as the Restaurant's sole identification, except you agree to identify yourself as its independent owner, operator, and manager in the manner we prescribe. You may not use any Mark (1) (whether in whole or in part) in, or as part of, any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in providing or selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, email address, or otherwise in connection with a Website or social media platform, (5) in connection with any other business you or your affiliates operate, or (6) in any other manner we have not expressly authorized in writing. If we discover your unauthorized use of the Marks, we may require you to immediately cease your use of the Marks and to destroy (with no reimbursement from us) all offending items reflecting such unauthorized use. We may regulate your and your employees' use of any recording, audio, video, photographic, or digital devices at the Premises or otherwise in connection with the Restaurant's operation (unless expressly approved by us) that create content that can be uploaded to a website (*e.g.*, YouTube) or electronically, digitally, or otherwise shared with others (unless such activities are protected under applicable law).

You may not use any Mark in advertising the transfer, sale, or other disposition of the Restaurant or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction.

You agree to display the Marks prominently as we prescribe at the Restaurant and on vehicles, uniforms, forms, advertising, supplies, and other materials we designate. To the extent you use any Mark in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of employees at the Restaurant and that neither we, as the franchisor of JIMMY JOHN'S® Restaurants, nor our affiliates, are their employer, and we and our affiliates do not engage in any employment-related activities for which only franchisees are responsible, such as employee selection, training, compensation, promotion, discipline, and termination. You agree to give the notices of trade and service mark registrations we specify and to obtain any fictitious or assumed name registrations required under applicable law.

**C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.**

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark or any confusingly similar trademark, and not to communicate with any person other than us, our affiliates, and our and



their attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse your costs for taking any requested action.

**D. DISCONTINUANCE OF USE OF MARKS.**

If it becomes advisable at any time in our opinion for us and/or you to modify, discontinue using and/or replace any Mark and/or to use one or more additional, substitute, or replacement trade or service marks together with or in lieu of any previously designated Mark, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse your direct expenses of changing the Restaurant's signs, any loss of revenue due to any modified or discontinued Mark, or your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Subsection D apply to any and all of the Marks (and any portion of any Mark) this Agreement authorizes you to use. We may exercise these rights at any time and for any reason, business or otherwise, we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

**E. INDEMNIFICATION FOR USE OF MARKS.**

We agree to reimburse you for all damages and expenses you incur or for which you are liable in any proceeding disputing your authorized use of any Mark under this Agreement, provided your use has been consistent with this Agreement, the Confidential Operations Manual, and Brand Standards communicated to you and you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

**6. CONFIDENTIAL INFORMATION.**

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to developing and operating JIMMY JOHN'S® Restaurants, including (without limitation):

- (1) site-selection criteria;
- (2) recipes for Trade Secret Food Products and specifications for Branded Products;
- (3) training and operations materials and manuals;

(4) methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating JIMMY JOHN'S® Restaurants;

(5) marketing and advertising programs and materials for JIMMY JOHN'S® Restaurants;

(6) knowledge of specifications for and suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other products and supplies;

(7) any computer software or similar technology that is proprietary to us or the Franchise System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(8) knowledge of the operating results and financial performance of JIMMY JOHN'S® Restaurants other than the Restaurant;

(9) graphic designs and related intellectual property;

(10) all password-protected portions of our Franchise System's Website, intranets, and extranets and the information they contain (including the email addresses of our franchisees); and

(11) any other confidential or proprietary information that is marked as confidential upon disclosure or within thirty (30) days afterward or that, by its nature, should reasonably be understood to be confidential.

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Restaurant during this Agreement's term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you hereby do agree, that you:

(a) will not use Confidential Information in any other business or capacity;

(b) will keep confidential each item deemed to be a part of Confidential Information, both during and after this Agreement's term (afterward for as long as the item is not generally known in the food-service industry);

(c) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(d) will adopt and implement reasonable steps to prevent unauthorized use and disclosure of Confidential Information, including, without limitation, restricting its disclosure to Restaurant personnel and others needing to know the Confidential Information to operate the Restaurant; and

(e) will not divulge any policy or operational document, whether created by us or by or for you and regardless of the format in which maintained, to any person not bound by the confidentiality obligations in this Agreement without our prior written permission.

Confidential Information does not include information, knowledge, or know-how you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; that, at the time we disclosed it to you, already had lawfully become generally known in the food-service industry through publication or communication by others (without violating an obligation to us); or that, after we disclose it to you, lawfully becomes generally known in the food-service industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone claiming it is not Confidential Information must satisfy one of the exclusions provided in this paragraph.

All ideas, concepts, techniques, or materials relating to a JIMMY JOHN'S® Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the Franchise System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item.

## 7. **EXCLUSIVE RELATIONSHIP.**

You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during this Agreement's term, neither you, any of your owners, nor any of your or your owners' spouses will:

(a) have any direct or indirect controlling interest as an owner – whether of record, beneficial, or otherwise – in a Competitive Business, wherever located or operating;

(b) have any direct or indirect non-controlling interest as an owner – whether of record, beneficial, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly-traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(c) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(d) divert or attempt to divert any actual or potential business or customer of the Restaurant to a Competitive Business; or

(e) engage in any other activity that might injure the goodwill of the Marks and Franchise System.

The term “Competitive Business” means (i) any restaurant or other food-service business that derives more than ten percent (10%) of its revenue from selling submarine, hero-type, deli-style, pita and/or wrapped or rolled sandwiches or (ii) any business granting franchises or licenses to others to operate the type of business specified in clause (i) (other than a JIMMY JOHN’S® Restaurant operated under a franchise agreement with us).

You agree to obtain similar covenants from the senior personnel we specify, including officers, directors, and managers, to the extent not prohibited by applicable law. You agree to disclose to us in writing the specific details of any investment in any other restaurant or food-related business or franchise held by you, any of your owners, or any of your owners’ spouses. You further agree that, in addition to the restrictions above, your Operations Partner will not have any interest in, or perform any work for, any other restaurant or food-related business or franchise, whether or not it is a Competitive Business.

8. **BRAND STANDARDS.**

A. **COMPLIANCE WITH BRAND STANDARDS.**

You acknowledge and agree that operating and maintaining the Restaurant according to Brand Standards are essential to preserve the goodwill of the Marks and all JIMMY JOHN’S® Restaurants. Therefore, you agree at all times to operate and maintain the RESTAURANT according to all Jimmy John’s Brand Standards, as we periodically issue, modify, and supplement them, even if you believe a Brand Standard, as originally issued or subsequently modified, is not in the Franchise System’s or the Restaurant’s best interests. Although we retain the right to establish and periodically modify Brand Standards that you have agreed to maintain, you retain the right to control, and responsibility for, the Restaurant’s management and operation and implementing and maintaining Brand Standards at the Restaurant.

Brand Standards may regulate any one or more of the following:

(1) design, layout, decor, appearance, and lighting of the Restaurant; periodic maintenance, cleaning, and sanitation; periodic remodeling and painting; replacing obsolete, damaged, stained, or worn leasehold improvements and Operating Assets; and using interior and exterior signs, emblems, lettering, and logos.

(If at any time the appearance or condition of the Premises, Restaurant, or Operating Assets does not meet Jimmy John’s Brand Standards, we will notify you and identify the action you must take to correct the deficiency. If you fail to correct the deficiency within thirty (30) days after our notice, we may enter the Premises and Restaurant and take the required action on your behalf, in which case you agree to pay immediately our then-current per-day charge plus all related costs and expenses we incur to correct the deficiency. The costs you incur for remodeling, painting, and replacing obsolete or worn-out leasehold improvements and Operating Assets according to Jimmy John’s Brand Standards are (to the extent they are capital expenditures) included in the

amounts we may require you to spend in Subsection 8.B. below (although Subsection 8.B. excepts certain items and the timing of certain capital expenditures from the spending limitations identified in Subsection 8.B. below);

(2) types, models, and brands of required Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and supplies and minimum standards and specifications you must satisfy;

(3) required and/or authorized Menu Items, recipes, food-handling and preparation procedures, Trade Secret Food Products, Branded Products, and Permitted Brands; unauthorized and prohibited food products, beverages, and services; purchase, storage, cooking, preparation, handling, and packaging procedures and techniques for Menu Items, Trade Secret Food Products, Branded Products, and Permitted Brands; and inventory requirements for Trade Secret Food Products, Branded Products, Permitted Brands, and other products and supplies so that the Restaurant may operate at full capacity. We always have the right to approve or disapprove in advance all items and services to be used or sold by the Restaurant. We may withdraw our approval of previously authorized products and services;

(4) designated and approved suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other items and services (including designated and approved general contractors for construction-related services).

In the case of Trade Secret Food Products and Branded Products, suppliers will be limited to us, certain of our affiliates and/or other specified exclusive sources, and you agree to acquire such Trade Secret Food Products and Branded Products during this Agreement's term only from us, those affiliates and/or the other specified exclusive sources at the prices we or they decide to charge. (We restrict your sources of Trade Secret Food Products and Branded Products in order to protect our trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of such items.)

In the case of Operating Assets, items other than Trade Secret Food Products and Branded Products (including Permitted Brands), and services (including construction-related services), suppliers (including general contractors) may at our option be limited to us, certain of our affiliates and/or other specified exclusive sources, in which case you must (at our direction) acquire such Operating Assets, Permitted Brands, and other items and services (including gift, loyalty, and affinity card processing services, "mystery" and "secret" shopper services, consumer satisfaction survey processes, and construction-related services) during this Agreement's term only from us, those affiliates and/or the other specified exclusive sources at the prices we or they decide to charge. We have the absolute right to limit the suppliers with whom you may deal. We will not allow you or another franchisee to be a supplier of any products or services to JIMMY JOHN'S® Restaurants;

(5) supply and supplier approval procedures and criteria for items and services you need to operate the Restaurant and that we allow you to obtain from sources other than us, our affiliates and/or other specified exclusive sources. If you want to buy for sale or use at the Restaurant any product brand, ingredient, supply, or service (including construction-related services) we have not then approved as meeting our minimum specifications and standards, or to purchase any item or service from a supplier we have not then approved or designated, you agree first to notify us and, at our request, to submit samples and any other information we require to determine whether the item, service, or supplier meets our standards and specifications. We may charge you or the supplier a reasonable amount for the inspection and evaluation. We need not approve your request and do not intend to do so if we already have designated specific items, services and/or suppliers or otherwise have imposed restrictions on the supply system. We will not allow you or another franchisee to be a supplier of any products or services to JIMMY JOHN'S® Restaurants. We also have the right to re-inspect any supplier's products, services, and facilities and to revoke our approval of any item or supplier;

(6) sales, marketing, advertising, and promotional programs and materials and media used in these programs. You must participate in, and comply with the requirements of, any special promotional programs we implement;

(7) use and display of the Marks at the Restaurant and on delivery vehicles, napkins, boxes, bags, wrapping paper, labels, forms, paper and plastic products, and other supplies;

(8) issuing and honoring/redeeming gift certificates, coupons, and gift and loyalty cards and administering customer loyalty and similar programs (including gift card programs). You must participate in, and comply with the requirements of, our gift card and other customer loyalty programs;

(9) the number of shifts in the Restaurant each week that must be covered by certified managers (as provided in Subsections 4.A. and B above), certified manager training, and uniform dress code. We and our affiliates have no control or authority over your labor relations, including, but not limited to, employee selection, training, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, working conditions, or adjustment of grievances and complaints, or any other control over your employment practices. Restaurant employees are under your control. You must communicate clearly with Restaurant employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of JIMMY JOHN'S® Restaurants, and our affiliates are not their employer;

(10) delivery and catering services (as provided in Subsection 1.D.), including your obligation to deliver Menu Items to customers in your delivery area only with your own employed delivery drivers in compliance with our procedures and not through third-party food ordering, drop-off/catering, or delivery services or systems; your obligation not to use third-party food ordering systems; and your obligation to ring up and account

for (in the manner we specify) delivery and catering charges not included in the price of Menu Items;

(11) accepting credit and debit cards, electronic and other payment systems, and check verification services, not imposing any minimum amount for the acceptance of any payment method, and not limiting the currency denominations the Restaurant will accept;

(12) to the extent allowed by applicable law, the minimum, maximum, and other prices for Menu Items and services offered by the Restaurant as well as pricing methods and procedures for in-store, delivery, and on-line/electronic orders;

(13) days and specific minimum hours the Restaurant is open for business, including your obligation to open and operate the Restaurant every day of the week except as we otherwise allow;

(14) your complying with our customer-complaint-resolution procedures and our commitment to a 100% customer-satisfaction policy and reimbursing us promptly if we resolve a customer complaint because you fail to do so as or when required;

(15) your complying with our quality-assurance, food-safety-audit, guest-satisfaction, and “mystery shop” programs, including your using and paying directly our designated third-party service providers;

(16) your cooperation with us to maintain a single voice for the JIMMY JOHN’S® brand across all social media platforms, including your agreement to refrain from creating, posting, or maintaining your own social media pages related to the JIMMY JOHN’S® brand; and

(17) any other aspects of operating and maintaining the Restaurant we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and JIMMY JOHN’S® Restaurants.

You agree that Brand Standards we prescribe and communicate to you in any of the media and materials comprising the Confidential Operations Manual (and Area Manager Manual) are part of this Agreement as if fully set forth within its text. All references to this Agreement include all Brand Standards as periodically modified.

**B. MODIFICATION OF BRAND STANDARDS.**

We periodically may modify Brand Standards, which may accommodate regional or local variations, and these modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. You agree to implement any changes in Brand Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of the Restaurant, buying new Operating Assets, adding new Menu Items and services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date. However, except as provided in clauses (1) through (5)

below, we will not obligate you to make any capital modifications during the first two (2) years of this Agreement's term or to make capital modifications the costs of which exceed Twenty Thousand Dollars (\$20,000) during any single year during this Agreement's term or One Hundred Twenty-Five Thousand Dollars (\$125,000) during this Agreement's entire term:

(1) the amounts we may require you to spend to change the Computer System and the Restaurant's signage and logo, and the frequency of such changes, are not limited during this Agreement's term;

(2) the amounts we may require you to spend on capital modifications for the Restaurant, and the frequency of such expenditures, are not limited during this Agreement's term if such expenditures are required by the Lease or applicable law;

(3) if you are the original franchisee of the Restaurant, operated the Restaurant for the full term of this Agreement, and desire to acquire a successor franchise at the expiration of this Agreement's term as provided in Subsection 13.A.(1) below, the amounts we may require you to spend on capital modifications for the Restaurant in connection with your acquisition of the successor franchise are not limited;

(4) if you signed this Agreement in connection with your acquisition of the Restaurant's assets from its previous franchise owner, there are no limits on the amounts we may require you to spend on capital modifications for the Restaurant immediately after and as part of the transfer process, as such capital modifications were a condition to our consent to the transfer; and

(5) if you signed this Agreement in connection with your acquisition of the Restaurant's assets from its previous owner (i.e., another franchisee or our affiliate), there are no limits on the amounts we may require you to spend on capital modifications for the Restaurant in connection with each ten (10) year anniversary of the Restaurant's original opening date.

C. **NON-COMPLIANCE FEE.**

You acknowledge the importance of operating the Restaurant in full compliance with this Agreement and Jimmy John's Brand Standards set forth in the Confidential Operations Manual (and Area Manager Manual) or otherwise communicated to you. You further acknowledge that your deviation from any contractual requirement, including any Brand Standard, is a violation of this Agreement and will require us to incur incalculable administrative and management costs to address the violation (separate and apart from any damages your violation might cause to the JIMMY JOHN'S® System, our business opportunities, and the goodwill associated with the Marks). Therefore, you agree that, in order to compensate us for our incalculable administrative and management costs due to your operational violations, you must pay us, at our option, Two Hundred Fifty Dollars (\$250) for each deviation from a contractual requirement, including any Brand Standard, cited by us (the "Non-Compliance Fee"). However, if we discover that same (or a substantially similar) deviation on one or more consecutive, subsequent visits to or inspections of the Restaurant, the Non-Compliance Fee will, at our option, be Five Hundred Dollars (\$500) for the first repeat deviation and One Thousand Dollars (\$1,000) for the second and each



subsequent repeat deviation. (The Non-Compliance Fee does not apply to payment defaults for which we may charge late fees and interest under Subsection 3.D. above.) The Non-Compliance Fee, should one be charged, is deemed by us and you to be a reasonable estimate of our administrative and management costs and is not a penalty. We may debit your EDTA for Non-Compliance Fees, or set off monies otherwise due and payable to you, to cover the payment of Non-Compliance Fees. Unless we notify you otherwise, Non-Compliance Fees are due and payable to us within five (5) days after we notify you that we are charging you the Non-Compliance Fee due to your violation. We need not give you a cure opportunity before charging the Non-Compliance Fee. Charging the Non-Compliance Fee does not preclude us from seeking to recover damages to the JIMMY JOHN'S® System, our business opportunities, or the goodwill associated with the Marks due to your violation, seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting you and terminating this Agreement under Section 14.B., or exercising any of our other rights under this Agreement.

D. **COMPLIANCE WITH APPLICABLE LAWS AND GOOD BUSINESS PRACTICES.**

At all times during this Agreement's term, you must secure and maintain all licenses, permits, and certificates required for the Restaurant's operation and operate the Restaurant in full compliance with all applicable laws, ordinances, and regulations, including government regulations relating to occupational hazards, health, environment, employment, workers' compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales and service taxes. Your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. The Restaurant must in all dealings with customers, suppliers, us, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You agree not to engage in any business or advertising practice that could injure our business and the goodwill associated with the Marks, the Franchise System, and other JIMMY JOHN'S® Restaurants. You must notify us in writing immediately if (a) any legal charge is asserted against you or the Restaurant (even if there is no formal proceeding), (b) any action, suit, or proceeding is commenced against you or the Restaurant, (c) you receive any report, citation, or notice regarding the Restaurant's failure to comply with any licensing, health, cleanliness, or safety standard, or (d) any bankruptcy or insolvency proceeding or an assignment for the benefit of creditors is commenced by or against you, your owners, or the Restaurant.

9. **MARKETING.**

A. **GRAND OPENING ADVERTISING.**

Within the first forty-five (45) to one hundred twenty (120) days of your Restaurant's operation, you may elect to execute a grand opening event to promote the Restaurant. If you choose to do so, we recommend that you spend between Three Thousand Dollars (\$3,000) and Five Thousand Dollars (\$5,000) to promote the event. You agree to comply with our guidelines for any grand opening event you choose to conduct.

**B. ADVERTISING AND DEVELOPMENT FUND.**

Recognizing the value of advertising and marketing to the goodwill and public image of JIMMY JOHN'S® Restaurants, we maintain an Advertising and Development Fund (the "Fund") for the advertising, marketing, and public-relations programs and materials, as well as the other brand-building and protection activities, we deem appropriate to enhance the JIMMY JOHN'S® brand. You agree to contribute to the Fund the weekly amounts we prescribe from time to time, not to exceed four and one-half percent (4½%) of the Restaurant's Gross Sales, payable at the same time and in the same manner as the Royalty. JIMMY JOHN'S® Restaurants that we or our affiliates own will contribute to the Fund on the same percentage basis as franchisees.

We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with JIMMY JOHN'S® Restaurants and with whom we agree to so deposit these allowances. (These payments are different from those not designated by suppliers to be used exclusively for advertising or similar purposes and that we and our affiliates therefore may use for any purposes we and they deem appropriate, as provided in Subsection 2.D. above.)

We or our designee will direct all programs that the Fund finances, with sole control over the creative concepts, graphics, materials, communications media, and endorsements used, as well as their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and digital media (including conducting on-line Internet and mobile advertising and marketing); developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering national, regional, and multi-regional marketing and advertising programs, including, without limitation, purchasing trade-journal, direct-mail, and other media advertising, and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities.

The Fund periodically may give you samples of advertising, marketing, and promotional formats and materials at no cost. We or our designee may sell you multiple copies of these materials at our or its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other monies and not use the Fund for any of our general operating expenses. However, we may use the Fund to pay (1) the reasonable salaries and benefits of personnel who manage and administer the Fund and work on Fund business/activities; (2) the Fund's other administrative costs; (3) travel expenses of personnel while they are on Fund business; (4) meeting costs; (5) overhead relating to Fund business; and (6) other expenses we or our designees incur in activities reasonably related to administering or directing the Fund and its programs, as well as collecting and accounting for Fund contributions, including, without limitation, taxes we must pay on Fund contributions we receive, conducting market research, public relations, and preparing advertising, promotion, and marketing materials.

Although the Fund is not a trust, we will hold all Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Subsection. We do not owe any fiduciary obligation to you for administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Fund contributions to pay costs before using the Fund's other assets.

We will prepare an annual, unaudited statement of Fund collections and expenses and give you a copy of the statement upon written request. We may (but are not required to) have the Fund audited, at the Fund's expense, by an independent certified public accountant we select. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

The Fund's principal purposes are to maximize recognition of the Marks, enhance system protection of the Marks, and increase patronage of JIMMY JOHN'S® Restaurants. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, to benefit all JIMMY JOHN'S® Restaurants, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by JIMMY JOHN'S® Restaurants operating in that geographic area or that any JIMMY JOHN'S® Restaurant benefits from the development of advertising and marketing materials, or the placement of advertising and marketing, directly or in proportion to its Fund contributions. The Fund will not be used principally to develop materials and programs to solicit franchisees. However, media, materials, and programs (including the Franchise System Website) prepared using Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads.

We have the right, but no obligation, at the Fund's expense, to use collection agents and institute legal proceedings to collect Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Fund. Except as expressly provided in this Subsection, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce contributions of a JIMMY JOHN'S® Restaurant franchisee and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will at our option spend all remaining Fund monies on permitted activities or distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding twelve (12) month period.

C. **BY YOU.**

In addition to both your Fund contribution obligations in Subsection 9.B. above and your Cooperative Program contribution obligations in Subsection 9.D. below, you agree to spend, beginning one hundred twenty (120) days after you open the Restaurant for business, at least

one-half percent (0.5%) of the Restaurant's weekly Gross Sales to advertise and promote your Restaurant locally (including sampling and special promotions). At our request, you agree to send us within thirty (30) days after the end of each month, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month with receipts showing those expenditures. We may designate during the Franchise term which expenditures will, or will not, count toward your required advertising expenditures under this Subsection 9.C.

To protect the goodwill that we and certain of our affiliates have accumulated in the "JIMMY JOHN'S®" name and other Marks, we reserve the right to review all local advertising and to ensure that your promotions follow our guidelines. You may not use any advertising, promotional, or marketing materials we have not had the opportunity to approve or have disapproved. If you do so, then in addition to our other rights and remedies under this Agreement, you must pay us a One Thousand Dollar (\$1,000) "Unauthorized Advertising" fee for each violation upon receiving our invoice. This fee compensates us for, among other things, additional expenses we will incur due to your breach of this restriction. You may not develop, maintain, or authorize any Website, email address, or user-generated content we have not had the opportunity to approve or have disapproved that mentions or describes you or the Restaurant, uses the initials or acronym "jj" (in any font or format), or displays any of the Marks. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies we prescribe from time to time. We may require you to participate in market research and testing and product and service development programs.

**D. COOPERATIVE ADVERTISING PROGRAMS.**

(1) **Formation, Membership, and Required Participation.** We may identify a regional Television Broadcast Designated Market Area ("DMA"), as defined by the Nielsen ratings system or another recognized market-analysis system, in which one (1) or more JIMMY JOHN'S® Restaurants are located in order to establish a regional cooperative advertising program ("Cooperative Program") for that DMA. The Cooperative Program's purpose will be to collect funds from its members and to plan, discuss, organize, develop, utilize, produce, disseminate, and implement advertising and promotional programs and materials on a collective basis (and to cover related expenses) for the sale of Menu Items at JIMMY JOHN'S® Restaurants located in the DMA.

If we establish a Cooperative Program in your area, you and the Restaurant must participate in, and will automatically become a member of (without further action), the Cooperative Program as required below. The members of the Cooperative Program in a DMA will be all of the JIMMY JOHN'S® Restaurants located in that DMA, including those operated by us and our affiliates.

(2) **Manner of Participation.** You must appoint one person to represent your interests at Cooperative Program meetings. The representative must be an owner, director, officer, or Restaurant manager. The Cooperative Program may rely on that representative's decisions, votes, and consents at meetings and in other communications without further inquiry. One representative may represent you and other franchisees and

multiple JIMMY JOHN'S® Restaurants as long as he or she has valid proxies or other authorizations to act in this capacity.

(3) **Governance.** We have the right to control the formation, organization, governance, administration, and operation of the Cooperative Program, including all advertising, marketing, and promotional activities, regardless of the number of members. We may periodically issue rules and instructions for the Cooperative Program's operation with which you and your Restaurant must comply. The Cooperative Program will hold meetings as we deem necessary to conduct its business, although the Cooperative Program's affairs may be handled through any means (*e.g.*, email) that communicate with the Cooperative Program's members. You will receive notices of meetings at least seven (7) days in advance. Your failure to receive notice of a meeting will not invalidate any action validly taken at the meeting.

The Cooperative Program will formulate a budget for the purpose of paying advertising expenses and costs it incurs. We may establish minimum financial reporting requirements (subject to change from time to time) with which the Cooperative Program must comply. You or your Operations Partner may during normal business hours, at your own expense, personally and individually (*i.e.*, not through a third party representative, accountant, or consultant) examine the Cooperative Program's books and records with respect to monies contributed to the Cooperative Program directly by franchisees (this does not include Fund contributions we may voluntarily allocate to the Cooperative Program).

(4) **Minimum Contribution.** You must contribute to the Cooperative Program for your Restaurant's DMA the amounts we specify from time to time, although such amounts will not exceed two percent (2%) of your Restaurant's Gross Sales. You must pay your minimum contribution at the time, in the manner, on the terms, and with the report we periodically specify. Contributions are not refundable. This required contribution is in addition to (and not in place of) your required advertising expenditures under Subsections 9.B. and C above.

We may allow Cooperative Program members to participate in the Cooperative Program at varying levels because of the differing levels of Gross Sales of their JIMMY JOHN'S® Restaurants. Cooperative Program contributions need not be uniform as to all members.

We may, but are not obligated to, have Cooperative Program contributions deposited to the Cooperative Program's credit in banks or other depositories we deem appropriate. You hereby assign to the Cooperative Program any promotional and/or marketing allowances or similar compensation to be given or paid directly to you (as opposed to that given or paid directly to us or our affiliates, as provided in Subsections 2.D. and 9.B. above) due to the Restaurant's purchase of products and services under any programs or arrangements that have been negotiated and established on behalf of JIMMY JOHN'S® Restaurants located in the DMA with the understanding or expectation that such amounts would be contributed to the Cooperative Program. We and the Cooperative Program may take any action on your behalf that is necessary to authorize a supplier to

pay all such advertising, promotional, or marketing funds or allowances directly to the Cooperative.

(5) **Expenditure of Contributions.** Franchisee contributions made directly to the Cooperative Program will be spent only for advertising and marketing-related activities in the DMA (including related costs and expenses). We or our designees will develop advertising plans and programs for expenditure of Cooperative Program funds, which plans and programs are to be approved by the Cooperative Program's members in the following manner.

We or our designees periodically will meet with advertising and similar agencies, determine and create particular advertising plans and programs for the DMA, set budgets, and engage in similar planning activities. We or our designees then will present advertising plans and programs to the JIMMY JOHN'S® Restaurants and franchisees covered by the Cooperative Program (the presentation may be in writing, by email, or at a meeting of which you will be notified). The JIMMY JOHN'S® Restaurants and franchisees covered by the Cooperative Program (including us and our affiliates) will vote to approve or disapprove the advertising plans and programs presented. In order for the proposed advertising plans and programs to be approved, at least a majority (i.e., in excess of fifty percent (50%)) of the JIMMY JOHN'S® Restaurants actually voting or otherwise responding by the designated date, including by valid proxy and other authorization (including JIMMY JOHN'S® Restaurants operated by us and our affiliates), must vote in their favor. Each such Restaurant will be entitled to one (1) vote (unless the franchisee's voting rights have been suspended, as provided in subparagraph (7) below). Once approved, we or our designees will implement the advertising plans and programs using Cooperative Program funds. However, if no franchisee responds, no formal vote is required, and we or our designees alone may decide to implement the proposed advertising plans and programs. We or our designees also may cast the deciding vote if there is a tie among the JIMMY JOHN'S Restaurants eligible to vote (whether or not we or our affiliates own Restaurants covered by the Cooperative Program). We and/or our designees may use all advertising and promotional materials developed, prepared, or used by or for the benefit of the Cooperative Program for any other purposes we and they deem appropriate, including for the activities of other cooperative programs.

(6) **Termination of Cooperative Program/Your Participation Rights.** We may terminate the Cooperative Program whenever we deem best. You will cease being a member of the Cooperative Program if you no longer own JIMMY JOHN'S® Restaurants located in the DMA or have been expelled. Under such circumstances, your voting and other membership rights in the Cooperative Program with respect to the Restaurant will terminate automatically on the day this Agreement terminates or expires or on the day you are expelled. However, you still will be obligated and responsible for all contributions that accrued before the date of termination, expiration, or expulsion.

(7) **Contribution Delinquencies and Operating Defaults.** The Cooperative Program may adopt rules and regulations regarding the treatment of delinquencies. You agree to abide by them, including paying interest and late-payment fees. We may suspend

your voting rights and other privileges if you are delinquent in making contributions. We also may suspend your voting rights and other privileges if you otherwise are in default under this Agreement, including, but not limited to, by not having the required number of certified managers in place. However, suspension of your voting rights and other privileges will not excuse you from paying delinquent amounts or other contributions that become due and payable by Cooperative Program members after the suspension.

(8) **Franchise Transfers and Credit Balances**. You will remain responsible to the Cooperative Program for all contributions due through the date of the closing of any transfer of the Restaurant to anyone else. A transfer will be deemed to occur only if it complies with Section 12 below. If you sell or close the Restaurant (or are expelled) when you have a credit balance with the Cooperative Program, the balance will not be refunded but will be retained for the benefit of other Cooperative Program members if the transaction involves a closing of the Restaurant or the termination or expiration of this Agreement (or your expulsion); credited to the transferee if an approved transfer takes place; or credited to your other JIMMY JOHN'S® Restaurants and Cooperative Program memberships if the transaction involves the closing of one JIMMY JOHN'S® Restaurant but you then own other JIMMY JOHN'S® Restaurants located in the DMA and remain a Cooperative Program member with respect to one or more of those other JIMMY JOHN'S® Restaurants.

E. **REGIONAL ADVISORY COUNCIL**.

You agree to participate actively in any JIMMY JOHN'S® Regional Advisory Franchisee Council ("Council") we designate. A Council's purpose includes exchanging ideas and problem-solving methods, advising us on expenditures for regional advertising, and coordinating franchisee efforts. You agree to pay all assessments the Council levies, and we may enforce this obligation on the Council's behalf. Amounts and expenditures periodically may vary due to variations in Council participation and costs, as determined by a particular Council and approved by us. We may form a Council when more than one (1) franchisee operates a JIMMY JOHN'S® Restaurant in any given region, the boundaries of which we may determine.

10. **RECORDS, REPORTS, AND FINANCIAL STATEMENTS**.

In order to assure consistency and reliability with respect to the various forms of financial reporting you must make to us, you agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe from time to time. The records and information contained in this system will not include any records or information relating to the Restaurant's employees, as you control exclusively labor relations and employment practices for Restaurant employees. We may require you to use a Computer System to maintain certain sales data and other information. You agree to give us in the manner and format we prescribe from time to time:

(a) on or before Wednesday of each week, a report on the Restaurant's Gross Sales during the week ending on the preceding Tuesday;

(b) within fifteen (15) days after the end of each of our four (4) week sales periods, the operating statements, profit and loss and other financial statements, statistical reports, and other information we request regarding you and the Restaurant covering the previous sales period and, if requested, the fiscal year to date;

(c) (i) an annual income statement and balance sheet covering the Restaurant's entire fiscal year, due within fifteen (15) days after the end of the Restaurant's fiscal year (which is December 31st if using a calendar year or the Tuesday closest to December 31st if using a thirteen (13) four-week period year), and (ii) a mid-year income statement and balance sheet covering the first half of the Restaurant's fiscal year, due within fifteen (15) days after the halfway point of the Restaurant's fiscal year (which is June 30th if using a calendar year or the seventh (7th) four-week period if using a thirteen (13) four-week period year); and

(d) within ten (10) days after our request, exact copies of federal and state income tax returns, sales tax returns, purchase records, and any other forms, records, books, and other information we periodically require relating to the Restaurant and the Franchise (other than Restaurant employee records, as you control exclusively labor relations and employment practices for Restaurant employees).

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports in any context that we deem appropriate. Moreover, we may, as often as we deem appropriate (including on a daily basis), access the Computer System and retrieve all information relating to the Restaurant's operation (other than information relating to the Restaurant's employees, as you control exclusively labor relations and employment practices for Restaurant employees).

You agree to preserve and maintain all records in a secure location at the Restaurant during this Agreement's term and for at least three (3) years afterward (including, but not limited to, sales checks, purchase orders, invoices, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers). We may require you to have audited financial statements prepared annually during this Agreement's term.

## 11. **INSPECTIONS AND AUDITS.**

### A. **OUR RIGHT TO INSPECT THE RESTAURANT.**

To determine whether you and the Restaurant are complying with this Agreement and all Brand Standards, we and our designated agents or representatives (including "mystery" or "secret" shoppers) may at all times and without prior notice to you:

- (1) inspect the Restaurant;
- (2) photograph the Restaurant and observe and video the Restaurant's operation for consecutive or intermittent periods we desire;



- (3) remove samples of any products and supplies (including Trade Secret Food Products, Branded Products, and Permitted Brands);
- (4) interview and interact with the Restaurant's managers and customers;
- (5) inspect and copy any books, records, and documents relating to any aspect of the Restaurant's operation that we maintain the authority to control and/or remedy; and
- (6) access all electronic records on your Computer System to the extent necessary to ensure compliance with this Agreement and all Brand Standards (excluding records relating to labor relations and employment practices, as you control exclusively labor relations and employment practices for Restaurant employees).

You agree to cooperate with us and our agents and representatives in any such activities. We may hire outside consultants and vendors to perform certain types of audits. If we exercise any of these rights, we will not interfere unreasonably with the Restaurant's operation. You agree to present to your customers the evaluation forms we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by or for us.

**B. OUR RIGHT TO AUDIT.**

We may at any time during your business hours or whenever your Operations Partner or employees are at the Premises, and without prior notice to you, examine your and the Restaurant's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records (other than those records that we have no authority to control and/or remedy, such as Restaurant employee records, as you control exclusively labor relations and employment practices for Restaurant employees). You agree to cooperate fully with our representatives and independent accountants in any examination. If any examination discloses an understatement of the Restaurant's Gross Sales, you agree to pay us, within fifteen (15) days after receiving the examination report, the Royalty and Fund contributions due on the amount of the understatement, plus our late fee and interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an on-site examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty or Fund contribution understatement exceeding three percent (3%) of the amount you actually reported to us for the period examined, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

**12. TRANSFER.**

**A. BY US.**

You acknowledge that we maintain a staff to manage and operate the Franchise System, and staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular owner, director, officer, or employee

remaining with us in that capacity. We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After our assignment of this Agreement to a third party that expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement. That assignment will constitute a release and novation with respect to this Agreement, and the new owner-assignee will be liable to you as if it had been an original party to this Agreement. Specifically and without limiting the foregoing, you agree that we may sell our assets (including this Agreement), the Marks, or the Franchise System to a third party; offer our ownership interests privately or publicly; merge, acquire other business entities, or be acquired by another business entity; and/or undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

**B. BY YOU.**

You understand and acknowledge that the rights and duties this Agreement creates are personal to you and your owners, and we have granted you the Franchise in reliance upon our perceptions of your and your owners' individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither this Agreement (or any interest in this Agreement), the Restaurant or substantially all of its assets, any ownership interest in you (regardless of its size), nor any controlling ownership interest in any of your owners (if such owners are legal entities) may be transferred without our prior written approval, which will not be unreasonably withheld if the conditions for transfer contained in this Section 12 are satisfied. A transfer of the Restaurant's ownership, possession, or control, or substantially all of its assets, may be made only with the concurrent transfer (to the same proposed transferee) of the franchise rights (with the transferee assuming this Agreement or signing our then-current form of franchise agreement and related documents, as we may require). Any transfer without our required approval is a breach of this Agreement and has no effect, meaning that you (and your owners) will continue to be obligated to us for all of your obligations under this Agreement.

In this Agreement, the term "transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in:

- (1) this Agreement and/or the franchise rights;
- (2) you;
- (3) the Restaurant or substantially all of its assets; or
- (4) your owners (if such owners are legal entities).

An assignment, sale, gift, or other disposition includes the following events:

- (a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest (although transfer of an ownership interest in you to (i) an employee stock ownership plan ("ESOP") is expressly allowed if the ESOP meets the criteria, and you satisfy the conditions, specified in Subsection 17.L. of this Agreement, or (ii) a trust for estate planning purposes is expressly allowed if the

transferring owner is the trustee of the trust, the trust's beneficiaries are limited to one or more of the transferring owner's spouse, children and/or siblings, and both the transferring owner (as trustee) and the trust sign the documents we specify confirming their obligation to comply with this Agreement's terms);

(b) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(c) any sale of a security convertible to an ownership interest;

(d) transfer of an interest in you, this Agreement or the franchise rights, the Restaurant or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

(e) if one of your owners or an owner of one of your owners dies, a transfer of an interest in you, this Agreement or the franchise rights, the Restaurant or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(f) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the Restaurant, or your transfer, surrender, or loss of the Restaurant's possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Restaurant's assets (not including this Agreement) to a lender that finances your acquisition, development and/or operation of the Restaurant without having to obtain our prior written approval as long as you give us ten (10) days' prior written notice. Notwithstanding the above, you may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction.

### **C. CONDITIONS FOR APPROVAL OF TRANSFER.**

If you (and your owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 12:

(1) We will approve a transfer of a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character, otherwise meet our then applicable standards for JIMMY JOHN'S® Restaurant franchisees (including no ownership interest in or performance of services for a Competitive Business), pay us a transfer fee equal to One Thousand Dollars (\$1,000) before the transfer's proposed effective date (except that such fee is not payable if the proposed transfer is by the Operations Partner), and sign our required form of Guaranty and Assumption of Obligations.

(2) If the proposed transfer is of the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity that owns a

controlling ownership interest in you, or is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity that owns a controlling ownership interest in you, we will not unreasonably withhold our approval if all of the following mandatory conditions are met (provided, however, that (i) we may still withhold our approval on any reasonable basis, notwithstanding these mandatory conditions being met, as stated below, and (ii) there may be no such transfer unless you have signed a Lease for a site that we accepted):

(a) on both the date you send us the transfer request and the transfer's proposed effective date: (i) the transferee has the necessary business experience, aptitude, and financial resources to operate the Restaurant; (ii) the transferee otherwise is qualified under our then-existing standards for the approval of new franchisees or of existing franchisees interested in acquiring additional franchises (including the transferee and its affiliates are in substantial operational compliance, at the time of the application, under all other franchise agreements for JIMMY JOHN'S® Restaurants to which they then are parties with us); and (iii) the transferee and its owners are not restricted by another agreement (whether or not with us) from purchasing the Restaurant or the ownership interest in you or the Entity that owns a controlling ownership interest in you;

(b) on both the date you send us the transfer request and the transfer's proposed effective date, you have paid all Royalties, Fund and Cooperative Program contributions, and other amounts owed to us, our affiliates, and third party vendors and have submitted all required reports and statements;

(c) you have not violated any provision of this Agreement, the Lease, or any other agreement with us during both the sixty (60) day period before you requested our consent to the transfer and the period between your request and the transfer's effective date;

(d) on both the date you send us the transfer request and the transfer's proposed effective date, neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business that would violate Section 7 above, were the transferee a franchisee under this Agreement;

(e) before or after the transfer's proposed effective date (as we determine), the transferee's operations partner and two (2) of its proposed on-site certified managers (including the operations partner), if different from your Restaurant's on-site managers, complete to our satisfaction our training program and, as applicable, apprenticeship program, and, if the transferee is a Passive Investment Company or owned directly or indirectly by a Passive Investment Company, training is completed to our satisfaction by those we specify in the Passive Investment Company's control group (which will depend on the Passive Investment Company's specific structure and may include the ultimate control person, even if that person will not be involved in the Restaurant's operations);

(f) before the transfer's proposed effective date, the transferee acquires the right to occupy the Restaurant's site for the expected franchise term, and your landlord and the transferee agree to execute the Franchisor Lease Addendum in its then-current form;

(g) before the transfer's proposed effective date, the transferee (if the transfer is of the franchise rights granted by this Agreement), or you (if the transfer is of a controlling ownership interest in you or in an Entity that owns a controlling ownership interest in you), if we so require, sign our then-current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Fund and Cooperative Program contributions, provided, however, that the term of the new franchise agreement signed will equal ten (10) years as long as the transferee may maintain possession of the Premises during that ten (10) year period;

(h) before the transfer's proposed effective date, you or the transferee pays us a transfer fee equal to (i) Twelve Thousand Five Hundred Dollars (\$12,500) if the transfer is of the franchise rights granted by this Agreement and the Restaurant, or a controlling ownership interest in you or in an Entity that owns a controlling ownership interest in you, and the transferee is not then an existing JIMMY JOHN'S® Restaurant franchisee that has operated at least one (1) JIMMY JOHN'S® Restaurant for one (1) full year, (ii) Seven Thousand Five Hundred Dollars (\$7,500) if the transfer is of the franchise rights granted by this Agreement and the Restaurant, or a controlling ownership interest in you or in an Entity that owns a controlling ownership interest in you, and the transferee is then an existing JIMMY JOHN'S® Restaurant franchisee that has operated at least one (1) JIMMY JOHN'S® Restaurant for one (1) full year, or (iii) Two Thousand Five Hundred Dollars (\$2,500) if the transfer is of the franchise rights granted by this Agreement and the Restaurant, or a controlling ownership interest in you or in an Entity that owns a controlling ownership interest in you, and the transferee is an immediate family member (including an spouse, parent, child, or sibling) of the transferee, however this fee is not payable if the proposed transfer is being made pursuant to Section 12.E.(1) below. Under (i), (ii), and (iii), one-half (½) of the transfer fee is due when you request approval of the transfer and is nonrefundable, whether or not the transfer actually occurs. As stated above, no transfer fee is due if, upon a spouse's death, that spouse's interest in the franchise rights granted by this Agreement and the Restaurant, or ownership in you, is transferred to the surviving spouse;

(i) before the transfer's proposed effective date, you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents;

(j) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Restaurant;

(k) if you or your owners finance any part of the purchase price, you and/or your owners agree that (i) the transferee's obligations under promissory notes, agreements, or security interests reserved in the Restaurant are subordinate to the

transferee's obligation to pay Royalties, Fund contributions, and other amounts due to us, our affiliates, and third-party vendors and otherwise to comply with this Agreement, and (ii) you must obtain our pre-approval and satisfy any conditions we then reasonably impose in order to take back the Restaurant upon the transferee's default under any seller-financing documents (you do not under any circumstances have the automatic right to take back the Restaurant upon the transferee's default);

(l) before the transfer's proposed effective date, (i) you have corrected any existing deficiencies of, and/or made any improvements and updates in, the Restaurant of which we have notified you on a punch-list or in other communications, and/or (ii) the transferee agrees (if the transfer is of the franchise rights granted by this Agreement) to upgrade, remodel, and refurbish the Restaurant in accordance with our then-current requirements and specifications for JIMMY JOHN'S® Restaurants, irrespective of the time or cost limitations in Section 8.B. above (which will not apply in the transfer context), within the time period we specify following the transfer's effective date (we will advise the transferee before the transfer's effective date of the specific actions it must take and the time period within which such actions must be taken);

(m) before the transfer's proposed effective date, you and your transferring owners (and your owners' spouses) agree that they will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Subsection 15.D. below; and

(n) before the transfer's proposed effective date, you and your transferring owners agree that they will not directly or indirectly at any time or in any manner (except with respect to other JIMMY JOHN'S® Restaurants you own and operate) identify yourself or themselves in any business as a current or former JIMMY JOHN'S® Restaurant or as one of our franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a JIMMY JOHN'S® Restaurant in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

You acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you, and our contact with potential transferees to protect our business interests will not constitute improper or unlawful conduct. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding your operation of the Restaurant, and to withhold our consent to the proposed transfer, as long as our decision is not unreasonable, even if the conditions in clauses (2)(a) through (2)(n) above are satisfied. You waive any claim that our decision to withhold approval of a proposed transfer in order to protect our business interests—if that decision was reasonable despite satisfaction of the conditions in clauses (2)(a) through (2)(n) above—constitutes tortious interference with contractual or business relationships. We may review all information regarding the Restaurant you give the proposed transferee, correct any information we believe is inaccurate, and give the proposed transferee copies of any reports you have given us or we have made regarding the Restaurant.

D. **TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY.**

If you are fully complying with this Agreement, then you may transfer this Agreement to a corporation or limited liability company that conducts no business other than the Restaurant and, if applicable, other JIMMY JOHN'S® Restaurants, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Restaurant's assets are owned, and the Restaurant's business is conducted, only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of your obligations under this Agreement. You agree to remain liable under this Agreement as if the transfer to the corporation or limited liability company did not occur, including by signing, in connection with the transfer, our required form of Guaranty and Assumption of Obligations. A transfer under this Section 12.D. is not subject to the payment of a transfer fee or any other conditions of transfer set forth in Subsection C above. All other transfers of ownership interests in the corporation or limited liability company are subject to the terms and conditions set forth in Subsection C above. You agree to remain liable under this Agreement as if the transfer to the corporation or limited liability company did not occur, including by signing, in connection with the transfer, our required form of Guaranty and Assumption of Obligations.

E. **THE OPERATIONS PARTNER'S DEATH OR DISABILITY.**

(1) **Transfer Upon Death.** Upon the Operations Partner's death, the Operations Partner's executor, administrator, conservator, guardian, or other personal representative must transfer his or her interest in you to a third party (which may be the Operations Partner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed nine (9) months from the date of death, and is subject to all of the terms and conditions in this Section 12. A failure to transfer the Operations Partner's ownership interest in you within this time period is a breach of this Agreement.

(2) **Operation Upon Death or Disability.** Upon the Operations Partner's death or disability, you must appoint a new Operations Partner. That person must complete our required training and apprenticeship programs at your expense within the timeframe we specify. If, in our judgment, the Restaurant is not being managed in compliance with Brand Standards any time after the Operations Partner's death or disability, we may, but need not, assume the Restaurant's management (or appoint a third party to assume its management). If we do so, the manager will not exercise direct or indirect control over the working conditions of the Restaurant's employees except to the extent such indirect control is related to our legitimate interest in protecting the quality of products, service, or the JIMMY JOHN'S® brand. All funds from the Restaurant's operation while it is under our (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account. We may charge you (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Six Hundred Dollars (\$600) per person per day, plus our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the

Restaurant's management under this subparagraph. We (or a third party) have a duty to utilize only reasonable efforts and, provided we are not grossly negligent and do not commit an act of willful misconduct, will not be liable to you or your owners for any debts, losses, lost or reduced profits, or obligations the Restaurant incurs, or to any of your creditors for any products, other assets, or services the Restaurant purchases, while we (or a third party) manage it.

For purposes of this subparagraph, the term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent the Operations Partner from supervising the Restaurant's management and operation.

**F. EFFECT OF CONSENT TO TRANSFER.**

Our consent to a transfer of the franchise rights and the Restaurant, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Restaurant's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement (as applicable).

**G. OUR RIGHT OF FIRST REFUSAL.**

If you or any of your owners at any time determines to sell or transfer for consideration the franchise rights granted by this Agreement and the Restaurant, an ownership interest in you (except to or among your current owners, which is not subject to this Subsection), or a controlling ownership interest in an Entity that owns a controlling ownership interest in you, in a transaction that otherwise would be allowed under Subsections 12.B. and C above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and promptly send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you (or in the Entity that owns a controlling ownership interest in you) or in the franchise rights granted by this Agreement and the Restaurant (the "Offer"). The Offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid Offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with the Offer the portion of the transfer fee referenced in Subsection 12.C.(7) above.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Subsections B and C above and therefore may not proceed. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you or your selling owner(s) within thirty (30) days after we receive both an exact copy of the Offer and all other information we request, elect to purchase the interest more particularly described in the Offer, provided that:

- (1) we may substitute cash for any form of payment proposed in the Offer (such as ownership interests in a privately-held entity);



(2) our (or our designee's) credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);

(3) we will have at least an additional thirty (30) days to prepare for closing after notifying you of our election to purchase;

(4) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in an Entity, as applicable, including, without limitation, representations and warranties regarding:

(a) ownership and condition of and title to ownership interests and/or assets;

(b) your and your owners' authorization to sell, as applicable, any ownership interests or assets without violating any law, contract, or requirement of notice or consent;

(c) liens and encumbrances relating to ownership interests and/or assets;

(d) validity of contracts and the liabilities, contingent or otherwise, of the Entity whose assets or ownership interests are being purchased; and

(e) indemnities for all actions, events, and conditions that existed or occurred in connection with the Restaurant before the closing of our purchase;

(5) if the Offer is to purchase all of your ownership interests, we may elect instead to purchase all of the Restaurant's assets (and not any of your ownership interests) on the condition that the amount we pay you for such assets equals the full value of the transaction as proposed in the Offer (i.e., the value of all assets to be sold and of all liabilities to be assumed); and

(6) if the price offered to you or your selling owner(s) for the interest proposed to be transferred includes all or a portion of the transfer fee referenced in Subsection 12.C.(7) above, we or our designee may reduce the purchase price we must pay (if we exercise the right of first refusal) by the amount of that transfer fee (or portion of the transfer fee).

Once you or your selling owner(s) submits the Offer and related information to us triggering the start of the thirty (30) day decision period referenced above, the Offer is irrevocable during that thirty (30) day period. This means we have the full thirty (30) day period to decide whether to exercise the right of first refusal and may choose to do so even if you or your selling owner(s) changes your, his, her, or its mind during that period and prefers after all not to sell the particular interest that is the subject of the Offer. You and your selling owner(s) may not withdraw or

revoke your Offer for any reason during the thirty (30) day period, and we (or our designee) may exercise the right to purchase the particular interest in accordance with the terms of this Subsection.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in Subsection 15.D. below. We have the unrestricted right to assign this right of first refusal to a third party, which then will have the rights described in this Subsection.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original Offer's terms, but only if we otherwise approve the transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Subsections B and C above. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Subsections B and C above, you (or your owners) may not move forward with the transfer at all.

If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

### 13. **EXPIRATION OF THIS AGREEMENT.**

#### A. **YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.**

When this Agreement expires:

(1) if you (and each of your owners) have substantially complied with this Agreement, and operated the Restaurant in substantial compliance with Brand Standards, during this Agreement's term; and

(2) if you (and each of your owners) are, both on the date you give us written notice of your election to acquire a successor franchise (as provided in Subsection 13.B. below) and on the date on which the term of the successor franchise is scheduled to commence, in full compliance with this Agreement and all Brand Standards; and

(3) provided that (a) you maintain possession of and agree (regardless of cost) to remodel and/or expand the Restaurant, add or replace improvements and Operating Assets, and otherwise modify the Restaurant as we require to comply with Brand Standards then applicable for new JIMMY JOHN'S® Restaurants, or (b) at your option, you secure a substitute premises that we accept and you develop those premises according to Brand Standards then applicable for JIMMY JOHN'S® Restaurants,

you may acquire a successor franchise to operate the Restaurant as a JIMMY JOHN'S® Restaurant for a term commencing immediately upon the expiration of this Agreement and expiring either (i) ten (10) years from that date or (ii) on the date on which the term of your right to occupy the Premises (or substitute premises) (whether under a lease, sublease, or other agreement) expires, whichever occurs first. You agree to sign the franchise agreement we then use to grant franchises for JIMMY JOHN'S® Restaurants (modified as necessary to reflect that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement (and will grant no further successor franchise rights). You must pay us a successor franchise fee equal to Two Thousand Five Hundred Dollars (\$2,500).

If you (and each of your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise and on the date on which the successor franchise term is scheduled to commence, in full compliance with this Agreement and all Brand Standards, you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its term under Subsection 14.B.

**B. GRANT OF A SUCCESSOR FRANCHISE.**

You agree to give us written notice of your election to acquire a successor franchise no more than two hundred twenty (220) days and no less than one hundred eighty (180) days before this Agreement expires. We agree to give you written notice ("Our Notice"), not more than ninety (90) days after we receive your notice, of our decision:

- (1) to grant you a successor franchise;
- (2) to grant you a successor franchise on the condition that you correct existing deficiencies of the Restaurant or in your operation of the Restaurant; or
- (3) not to grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during its term or were not in full compliance with this Agreement and all Brand Standards on the date you gave us written notice of your election to acquire a successor franchise.

We will not unreasonably withhold or delay our consent to a successor franchise if the conditions specified in this Section 13 have been satisfied. If applicable, Our Notice will:

- (a) describe the remodeling, expansion, improvements and/or modifications required to bring the Restaurant into compliance with then applicable Brand Standards for new JIMMY JOHN'S® Restaurants; and
- (b) state the actions you must take to correct operating deficiencies leading to the failure to meet Brand Standards and the time period in which you must correct those deficiencies.

If we elect not to grant you a successor franchise, Our Notice will describe the general basis for our decision. If we elect to grant you a successor franchise, your right to acquire a successor franchise is subject to, and contingent upon, your full compliance with all of the terms and

conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

If Our Notice states that you must cure certain deficiencies of the Restaurant or its operation as a condition to our granting you a successor franchise, we will give you written notice of our decision not to grant you a successor franchise, based upon your failure to cure those deficiencies, at least ninety (90) days before this Agreement expires. However, we need not give you this ninety (90) days' notice if we decide not to grant you a successor franchise due to your breach of this Agreement during the ninety (90) day period before it expires. If we fail to give you:

(a) notice of deficiencies in the Restaurant, or in your operation of the Restaurant, within ninety (90) days after we receive your timely election to acquire a successor franchise (if we elect to grant you a successor franchise under subparagraphs (2) and (b) above); or

(b) notice of our decision not to grant you a successor franchise at least ninety (90) days before this Agreement expires, if this notice is required,

we may unilaterally extend this Agreement's term for the time period necessary to give you either reasonable time to correct deficiencies or the ninety (90) days' notice of our refusal to grant a successor franchise. If you fail to notify us of your election to acquire a successor franchise within the prescribed time period, we need not grant you a successor franchise.

C. **AGREEMENTS/RELEASES.**

If you satisfy all of the other conditions for a successor franchise, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for JIMMY JOHN'S® Restaurants (modified as necessary to reflect that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement (and will grant no further successor franchise rights). You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, agents, successors, and assigns. We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution (together with the successor franchise fee) within thirty (30) days after their delivery to you to be an election not to acquire a successor franchise.

14. **TERMINATION OF AGREEMENT.**

A. **BY YOU.**

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within thirty (30) days after you deliver written notice of the material failure to us or, if we cannot correct the failure within thirty (30) days, do not give you within thirty (30) days after your notice reasonable evidence of our effort to correct the failure within a reasonable time (which may extend beyond that thirty (30)

days), you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination. (The time period during which we may cure any alleged material failure to comply with this Agreement after receiving notice from you is called the “Cure Period.”) However, if we send you written notice during the Cure Period indicating either that (1) we do not agree that we have materially failed to comply with this Agreement, or (2) we have fully corrected the failure, then you may not terminate this Agreement.

Your termination of this Agreement other than according to this Subsection 14.A. will be deemed a termination without cause and a breach of this Agreement.

**B. BY US.**

We may terminate this Agreement, effective upon delivery of written notice of termination to you, within thirty (30) days after the Effective Date, as provided in Exhibit B. In addition, we may terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you (or any of your owners) have made or make any material misrepresentation or omission in acquiring the Franchise or operating the Restaurant;

(2) you do not locate, and sign a Lease or purchase document for, an acceptable site for the Premises within the time period specified in Subsection 2.A.;

(3) you do not open the Restaurant, or are not permitted to open the Restaurant, for business within the time period specified in Subsection 2.F. above, or you open the Restaurant for business before we notify you in writing that the Restaurant meets our standards and specifications;

(4) your Operations Partner does not complete to our satisfaction initial training or our apprenticeship program;

(5) you (a) abandon the Restaurant, meaning that you have deserted or walked away from the Restaurant under circumstances leading us to conclude that you have no intent to return in the foreseeable future, regardless of the number of days that have passed since the apparent abandonment, or (b) fail actively to operate the Restaurant for three (3) or more consecutive business days, unless you close the Restaurant for a purpose we approve or because of casualty or government order;

(6) you surrender or transfer control of the Restaurant’s operation to a third party without our prior written consent;

(7) any of your owners is or has been convicted by a trial court of, or pleads or has pleaded guilty or no contest to, a felony;

(8) you fail to maintain the insurance we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(9) you (or any of your owners) engage in any dishonest or unethical conduct that, in our opinion, adversely affects the reputation or goodwill associated with the Marks, the Restaurant, or the JIMMY JOHN'S® brand;

(10) you (or any of your owners or, if one or more of your owners is an Entity, the owner of a controlling interest in that Entity) make or attempt to make an unauthorized assignment of this Agreement, an ownership interest in you (or your owner), or the Restaurant;

(11) you lose either (a) the right to occupy the Premises or (b) possession of the Premises;

(12) you (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Confidential Operations Manual, the Area Manager Manual, or any other Confidential Information;

(13) you violate any health, safety, or sanitation law, ordinance, or regulation, or operate the Restaurant in an unsafe manner, and do not begin to cure the violation immediately, and correct the violation within seventy-two (72) hours, after you receive notice from us or any other party;

(14) you fail to provide delivery services as required on a continuous basis and do not resume delivery services within twenty-four (24) hours after we deliver written notice of that failure to you;

(15) you fail to pay us (or our affiliates) any amounts due and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(16) you fail to pay when due any federal or state income, employment, service, sales, or other taxes due on the Restaurant's operation, unless you are in good faith contesting your liability for those taxes or have received an extension from the applicable government agency of the time within which to make such payments;

(17) you understate the Restaurant's Gross Sales three (3) times or more during this Agreement's term or by more than five percent (5%) on any one occasion;

(18) you (or any of your owners) (a) fail on three (3) or more separate occasions within any twelve (12) consecutive-month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Subsection 11.B.); or (b) fail on two (2) or more separate occasions within any six (6) consecutive-month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Subsection 11.B.);

(19) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the Restaurant is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee, or liquidator of you or the Restaurant is not vacated within thirty (30) days following the order's entry;

(20) your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation;

(21) you or any of your owners fail to pay any vendors to the Franchise System (other than us and our affiliates) any amounts due for your purchases from them, or fail to pay any amounts due to other franchisees, former franchisees, or their owners for purchasing the Restaurant and/or Franchise from them, and do not correct the failure within thirty (30) days after delivery of written notice of that failure to you, unless (a) you are in good faith contesting your liability for those amounts, (b) you notify us in writing of the reason for your non-payment, and (c) we agree that you have a legitimate reason for the non-payment;

(22) you (or any of your owners) fail to comply with any other provision of this Agreement or any Brand Standard and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you; or

(23) we send a notice of termination, no matter the reason, under any other franchise agreement to which you or one of your affiliates is a party.

**C. ASSUMPTION OF MANAGEMENT.**

We have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume the Restaurant's management (or to appoint a third party to assume its management). If we (or a third party) assume the Restaurant's management under subparagraph (2) below, the manager will not exercise direct or indirect control over the working conditions of Restaurant employees except to the extent such indirect control is related to our legitimate interest in protecting the quality of products, service, or the JIMMY JOHN'S® brand. In addition, if we assume the Restaurant's management (or appoint a third party to do so), you agree to pay us (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Six Hundred Dollars (\$600) per person per day, plus our (or the third party's) direct out-of-pocket costs and expenses, for up to ninety (90) days after we assume management.

If we (or a third party) assume the Restaurant's management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and, provided we are not grossly negligent and do not commit an act of willful misconduct, will not be liable to you or your owners for any debts, losses, lost or reduced profits, or obligations the Restaurant incurs, or to any of your creditors for any supplies, products, or other assets or services the Restaurant purchases, while we (or the third party) manage it. If we (or a third party) assume the

Restaurant's management under subparagraphs (1) or (3) below, we (or the third party) may retain all, and need not pay you or otherwise account to you for any, Gross Sales generated while we (or the third party) manage the Restaurant.

We (or a third party) may assume the Restaurant's management under the following circumstances: (1) if you abandon or fail actively to operate the Restaurant; (2) if you fail to comply with any provision of this Agreement, including any Brand Standard, and do not cure the failure within the time period we specify in our notice to you, but only for as long as it takes us, using reasonable commercial efforts, to correct the failure that you failed to cure; or (3) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase the Restaurant under Subsection 15.E. below. If we exercise our rights under subparagraphs (1) or (2) above, that will not affect our right to terminate this Agreement under Subsection 14.B. above.

15. **OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

A. **PAYMENT OF AMOUNTS OWED TO US.**

You agree to pay us within fifteen (15) days after this Agreement expires or is terminated, or on any later date we determine the amounts due to us, the Royalties, Fund contributions, late fees, interest, and all other amounts owed to us, our affiliates, or designated or approved suppliers of Operating Assets, Trade Secret Food Products, Branded Products, Permitted Brands, and other items and services related to the Restaurant's operations which then are unpaid.

B. **MARKS.**

When this Agreement expires or is terminated:

(1) you may not directly or indirectly at any time or in any manner (except with other JIMMY JOHN'S® Restaurants you own and operate) identify yourself in any business as a current or former JIMMY JOHN'S® Restaurant or as one of our current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a JIMMY JOHN'S® Restaurant in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree, within fifteen (15) days, to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(3) if we do not have or do not exercise an option to purchase the Restaurant under Subsection E below, you agree, at your own cost and without any payment from us for such items, to deliver to us, to make available to us for pick-up, or to destroy (at our option), in any case within twenty (20) days, all signs, sign-faces, marketing materials, menu-boards, forms, and other materials we request containing any Mark or otherwise identifying or relating to a JIMMY JOHN'S® Restaurant. If you fail to do so voluntarily



when we require, then we or our representatives may enter the Premises at our convenience and remove these items from the Restaurant without liability to you or third parties for trespass or any other claim. You must reimburse our costs of doing so;

(4) if we do not have or do not exercise an option to purchase the Restaurant under Subsection E below, you agree within the timeframe we specify, and at your own expense, to take the closing steps and make the alterations we specify to distinguish the Restaurant clearly from its former appearance and from other JIMMY JOHN'S® Restaurants in order to prevent public confusion and protect the Marks and the JIMMY JOHN'S® brand. These closing steps and alterations include, but are not limited to:

- (a) painting the windows with black washable paint;
- (b) painting the walls, ceiling, door jambs, and window frames white;
- (c) removing the soffit, the wall and floor tile, and all bricks on the wall;
- (d) removing all lighting fixtures (such as track lighting, fluorescent wall washers, spot lights, and ceiling fans);
- (e) removing equipment, smallwares, counter tops, and cabinets;
- (f) if the building has exterior JIMMY JOHN'S® design features (including trim accents and colors), removing those features and painting all walls, trim, and frames white; and
- (g) if the Restaurant was in a free-standing building, removing all trade dress trim and moldings and painting the building, door, and molding trim white.

If you fail to take the closing steps and make the alterations voluntarily when we require, then we or our representatives may enter the Premises at our convenience and take this action without liability to you or third parties for trespass or any other claim. You must reimburse our costs of de-identifying the Restaurant and comply with any conditions the landlord imposes to allow you or us to de-identify the Restaurant in accordance with this paragraph, including reimbursing the landlord for improvements to the Premises or making the space a “vanilla box”; and

(5) you agree, within fifteen (15) days, to notify the telephone company and all telephone directory publishers (both web-based and print) of the termination or expiration of your right to use any telephone, facsimile, or other numbers and telephone directory listings associated with any Mark; to authorize, and not to interfere with, the transfer of these numbers and directory listings to us or at our direction; and/or to instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events.

C. **CONFIDENTIAL INFORMATION.**

You agree that, when this Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications we have licensed to you or that otherwise are proprietary to us or the Franchise System) in any business or otherwise, except with respect to other JIMMY JOHN'S® Restaurants you own or operate, and return to us all written or tangible copies of the Confidential Operations Manual, the Area Manager Manual, and any other confidential materials to which we have provided you access.

D. **COVENANT NOT TO COMPETE.**

Upon

- (1) our termination of this Agreement according to its terms and conditions,
- (2) your termination of this Agreement without cause, or
- (3) expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a successor franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13),

you and your owners agree that, for two (2) years beginning on the effective date of termination or expiration or, in the case of any particular person restricted by this Subsection, beginning on the date on which that restricted person begins to comply with this Subsection, whichever is later, neither you nor any of your owners, as the restricted persons, will have any direct or indirect (*e.g.*, through a spouse, sibling, child, or parent) interest as an owner (whether of record, beneficial, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent in any Competitive Business (as defined in Section 7 above) located or operating:

- (a) at the Premises;
- (b) within a three (3) mile radius of the Premises;
- (c) within three (3) miles of any other JIMMY JOHN'S® Restaurant in operation or under construction on the Effective Date and still in operation on the effective date of termination or expiration; or
- (d) within one (1) mile of any other JIMMY JOHN'S® Restaurant in operation or under construction on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection begin to comply with this Subsection.

These restrictions also apply after transfers, as provided in Section 12.C.(12) above. If any person restricted by this Subsection refuses voluntarily to comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing this provision. The two (2) year period will be tolled, if applicable, for the period during which a

restricted person is in breach of this Subsection and will resume when that person resumes compliance. Your owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Subsection will not deprive you or your owners of your personal goodwill or ability to earn a living. You acknowledge and agree that the restrictions in this Section 15.D are fair and reasonable and will not impose an undue hardship on you.

E. **OUR RIGHT TO PURCHASE RESTAURANT.**

If you decide to transfer during this Agreement's term the Restaurant and the franchise rights granted by this Agreement, the Restaurant's assets, an ownership interest in you, or a controlling ownership interest in an Entity that owns a controlling ownership interest in you, the provisions of Section 12 generally will apply to the proposed transfer. However, under the circumstances listed in subparagraph (1) below, we have certain rights, as described in this Subsection 15.E., to acquire the Restaurant upon the termination or expiration of this Agreement.

(1) **Exercise of Option.**

Upon

- (a) our termination of this Agreement according to its terms and conditions,
- (b) your termination of this Agreement without cause, or
- (c) expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a successor franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13),

we have the option, exercisable by giving you written notice before or within thirty (30) days after the date of termination or expiration, (i) to purchase the Restaurant and the fee simple interest in the Premises (if you or one of your affiliates owns the Premises) or, if you (or one of your affiliates) do not own the Premises or we choose not to purchase your (or your affiliate's) fee simple interest in the Premises, (ii) to purchase the Restaurant and exercise the rights under subparagraph (2) below. We have the unrestricted right to assign this option to purchase.

We are entitled to all customary warranties and representations in our asset purchase, including, without limitation, representations and warranties as to authorization; non-contravention of laws or contract; ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Restaurant before the closing of our purchase.

(2) **Right to Premises.**

If you lease the Premises from an unaffiliated lessor, or if we choose not to purchase your (or your affiliate's) fee simple interest in the Premises, you agree (as applicable) at our election:

(a) to assign your leasehold interest (including renewal options) in the Premises to us or our designee;

(b) to enter into a sublease with us or our designee for the remainder of the Lease term on the same terms (including renewal options) as the Lease; or

(c) to lease the Premises to us or our designee for an initial ten (10) year term, with two five (5) year renewal terms (at our option), on commercially reasonable terms.

(3) **Purchase Price.**

The purchase price for the Restaurant and, if applicable, the fee simple interest in the Premises will be their fair market value, provided that these items will not include any value for:

(a) the Franchise or any rights granted by this Agreement;

(b) goodwill attributable to our Marks, brand image, and other intellectual property; or

(c) participation in the network of JIMMY JOHN'S® Restaurants.

We may exclude from the assets purchased any items that are not reasonably necessary (in function or quality) to the Restaurant's operation or that we have not approved as meeting Brand Standards for JIMMY JOHN'S® Restaurants, and the purchase price will reflect these exclusions.

(4) **Appraisal.**

If we and you cannot agree on fair market value, fair market value will be determined by one (1) independent accredited appraiser upon whom we and you agree who will conduct an appraisal and, in doing so, be bound by the criteria specified in subparagraph (3). You and we agree to select the appraiser within fifteen (15) days after we notify you that we wish to exercise our purchase option (if you and we have not agreed on fair market value before then). You and we will share equally the appraiser's fees and expenses. The appraiser must complete its appraisal within thirty (30) days after its appointment. The purchase price will be the appraised value. If we and you cannot agree on the appraiser, he or she will be chosen according to the procedures set forth by the American Arbitration Association.

(5) **Closing.**

We (or our assignee) will pay the purchase price at the closing, which will take place not later than sixty (60) days after the purchase price is determined, although we (or our assignee) may decide after the purchase price is determined not to purchase the Restaurant and/or the fee simple interest in the Premises. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you or your owners owe us or our affiliates. At the closing, you agree to deliver instruments transferring to us (or our assignee):

(a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you;

(b) all of the Restaurant's licenses and permits that may be assigned or transferred; and

(c) the fee simple or leasehold interest in the Premises and improvements or a lease assignment or lease or sublease in accordance with subparagraph (2), as applicable.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, we (or our assignee) and you will close the sale through an escrow or another process designed to facilitate the transaction's closing while open issues are addressed. You and your owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, agents, successors, and assigns. If we exercise our rights under this Subsection E, you and your owners agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in Subsection 15.D. above.

#### **F. LIQUIDATED DAMAGES.**

Upon our termination of this Agreement according to its terms and conditions or your termination of this Agreement without cause, we may require you to pay us, within the timeframe we specify, in addition to the amounts owed under Subsection 15.A. above, liquidated damages equal to the product of either thirty six (36) or the number of months then remaining in this Agreement's term as of the effective date of termination, whichever is shorter, multiplied by the average monthly Royalties that you (or the person or entity who previously operated the Restaurant) owed us during the twelve (12) full months before the month of termination (or for such lesser number of full months that the Restaurant has been open and operating on a continuous basis, whether under this Agreement or a predecessor franchise agreement, if less than twelve (12) months). We, you, and each of your owners acknowledge and agree that it would be impracticable to determine precisely the damages we will incur as a result of this Agreement's termination and the loss of Royalty payments due to, among other things, the complications of determining how much the Royalty payments would have grown over what would have been the remaining term of this Agreement and the expenses we would save from not having to provide services to you. We, you, and each of your owners consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages. This liquidated damages provision covers only our damages from the loss of the Royalty and is not a penalty. It does not cover any other damages to which we might be entitled as a result of your actions or inaction. You and each of your owners agree that this liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty section.

#### **G. CONTINUING OBLIGATIONS.**

All of our and your (and your owners') obligations that expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect

subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

A. **INDEPENDENT CONTRACTORS.**

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us (or any affiliate of ours), that you and we (and our affiliates) are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us (or our affiliates) a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Restaurant personnel, and others as the Restaurant's independent owner, operator, and manager under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, or other materials, as we require from time to time. Neither we nor our affiliates will exercise direct or indirect control over the working conditions of Restaurant personnel except to the extent such indirect control is related to our legitimate interest in protecting the quality of products, service, or the JIMMY JOHN'S® brand. Neither we nor our affiliates share or codetermine the terms and conditions of employment of Restaurant employees or affect matters relating to the employment relationship between you and Restaurant employees, such as employee selection, training, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, you agree to identify yourself conspicuously in all dealings with Restaurant personnel as the employer of such personnel and to confirm that neither we, as the franchisor of JIMMY JOHN'S® Restaurants, nor our affiliates, are their employer, and we and our affiliates do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, training, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions.

B. **NO LIABILITY FOR ACTS OF OTHER PARTY.**

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Restaurant's operation or the business you conduct under this Agreement.

C. **TAXES.**

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, employment, or other taxes, whether levied upon you or the Restaurant, due to the business you conduct (except for our own income taxes). You must pay these taxes and reimburse us for any taxes we must pay to any taxing authority on account of either your operation or payments you make to us (except for our own income taxes). Without limitation of the foregoing, you agree to pay us an amount equal to all federal, state, local, and foreign (i) sales, use, excise, privilege, occupation, or any other transactional taxes, and (ii) any other taxes

or similar exactions no matter how designated (excluding only taxes imposed on us for the privilege of conducting business and calculated with respect to our net income, capital, net worth, gross receipts, or some other basis or combination thereof, but not excluding any gross receipts taxes imposed on us for your payments intended to reimburse us for expenditures incurred for your benefit and on your behalf) that are imposed on us or required to be withheld by you in connection with the receipt or accrual of service fees, royalties, or any other amounts payable by you to us under this Agreement. Any additional required payment pursuant to the preceding sentence must be made in an amount necessary to provide us with after-tax receipts (taking into account any additional payments required under this Agreement) equal to the same amounts we would have received under the provisions of this Agreement had such additional tax liability or withholding not been imposed or required.

**D. INDEMNIFICATION.**

(1) You agree to indemnify and hold harmless us, our affiliates, and our and their respective owners, directors, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) incurred as a result of a claim threatened or asserted or inquiry made formally or informally, or a legal action, investigation, or other proceeding brought, by a third party and directly or indirectly arising out of the Restaurant’s operation; the business you conduct under this Agreement; your noncompliance or alleged noncompliance with any law, ordinance, rule, or regulation, including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to the Restaurant’s employees; or your breach of this Agreement. You also agree to defend the Indemnified Parties (unless an Indemnified Party chooses to defend at your expense as provided in the following paragraph) against any and all such claims, inquiries, actions, investigations, and proceedings, including those alleging the Indemnified Party’s negligence, gross negligence, willful misconduct, and willful wrongful omissions. However, you have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party’s negligence, willful misconduct, or willful wrongful omissions, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employment) or our failure to compel you to comply with this Agreement.

For purposes of this indemnification and hold harmless obligation, “Losses” include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants’, arbitrators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party, with its own counsel and at your expense, may defend and otherwise respond to and address any claim threatened or asserted or inquiry made, or action, investigation, or

proceeding brought (instead of having you defend it with your counsel, as provided in the preceding paragraph), and, in cooperation with you, agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible (except as provided in the last sentence of the preceding paragraph).

Your obligations in this subparagraph (1) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this subparagraph (1). You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph (1).

(2) We agree to indemnify and hold harmless you and your owners, directors, officers, employees, agents, successors, and assignees (the "Franchisee Indemnified Parties") against, and to reimburse any one or more of the Franchisee Indemnified Parties for, all Losses (as defined in subparagraph (1) above), including defense costs incurred in defending any action under subparagraph (1), that you incur as a result of a claim threatened or asserted or inquiry made, or a legal action, investigation, or other proceeding brought, by a third party, but only to the extent that a final unappealable ruling issued by a court or arbitrator with competent jurisdiction has determined that an Indemnified Party's negligence, willful misconduct, or willful wrongful omissions in fact occurred and solely and directly caused the Losses that the Franchisee Indemnified Party incurred, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employment) or our failure to compel you to comply with this Agreement. This indemnity and hold harmless will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. A Franchisee Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against us under this subparagraph (2). We agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that a Franchisee Indemnified Party may recover from us under this subparagraph (2).

17. **ENFORCEMENT.**

A. **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.**

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant that restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be



enforceable if modified, you and we agree that the covenant will be “blue penciled” or reformed and then enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant’s validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement’s termination or of our refusal to enter into a successor franchise agreement, or some other action this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Brand Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Brand Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits that is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

## **B. WAIVER OF OBLIGATIONS.**

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days’ prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice that varies from this Agreement’s terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other’s compliance with this Agreement, including, without limitation, any Brand Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other JIMMY JOHN’S® Restaurants; the existence of franchise agreements for other JIMMY JOHN’S® Restaurants that contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or Fund and Cooperative contributions due afterward.

C. **COSTS AND ATTORNEYS' FEES.**

If we incur costs and expenses (both internal and external) due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree to reimburse us for all of the costs and expenses (both internal and external) that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin such a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

D. **YOU MAY NOT WITHHOLD PAYMENTS DUE TO US.**

You agree that you will not withhold payment of any amounts owed to us or our affiliates on the grounds of our alleged nonperformance of any of our obligations under this Agreement or for any other reason, and you specifically waive any right you may have at law or in equity to offset any funds you may owe us or our affiliates or to fail or refuse to perform any of your obligations under this Agreement.

E. **RIGHTS OF PARTIES ARE CUMULATIVE.**

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy that we or you are entitled by law to enforce.

F. **GOVERNING LAW.**

**ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY GEORGIA LAW REGULATING THE OFFER AND SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.**

G. **CONSENT TO JURISDICTION.**

**SUBJECT TO THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION CLOSEST TO WHERE WE HAVE OUR PRINCIPAL BUSINESS ADDRESS AT THE TIME THE ACTION IS COMMENCED, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER**

**THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE RESTAURANT IS LOCATED.**

**H. WAIVER OF MULTIPLE DAMAGES AND JURY TRIAL.**

**EXCEPT FOR OUR AND YOUR OBLIGATIONS TO INDEMNIFY THE OTHER FOR THIRD PARTY CLAIMS UNDER SUBSECTION 16.D., AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE, OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

**WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US. WE AND YOU EACH ACKNOWLEDGE THAT WE AND YOU MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.**

**I. BINDING EFFECT.**

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Confidential Operations Manual, Area Manager Manual, and Brand Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers that is specifically identified as an amendment to this Agreement.

**J. LIMITATIONS OF CLAIMS.**

Except for the parties' indemnification obligations under Subsection 16.D., claims arising from your unauthorized use of our intellectual property, and claims arising from your non-payment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a legal proceeding (in the required or permitted forum) is commenced within two (2) years from the date on which the violation, act, or conduct giving rise to the claim occurs, regardless of when the party asserting the claim knew or should have known of the facts giving rise to the claim.

**K. CONSTRUCTION.**

The preambles and exhibits are a part of this Agreement which, together with the Brand Standards and other obligations contained in the Confidential Operations Manual and Area

Manager Manual (which may be periodically modified, as provided in this Agreement), constitutes our and your entire agreement, and there are no other oral or written understandings or agreements between us (or our affiliates) and you, and no oral or written representations by us (or our affiliates), relating to the subject matter of this Agreement, the franchise relationship, or the Restaurant (any understandings or agreements reached by you and us (or our affiliates), or any representations made by us (or our affiliates), before this Agreement are superseded by this Agreement). You may not rely on any alleged oral or written understandings, agreements, or representations not contained in this Agreement. However, nothing in this Agreement or any related agreement is intended to disclaim our representations in our Franchise Disclosure Document. We may rely on the representations you made in your franchise application materials and any representations document or similar questionnaire you and/or your owners signed before signing this Agreement to confirm and acknowledge your understanding of the risks of entering into this Agreement and the absence of any improper or misleading statements made by us.

Any policies we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. Except as expressly provided in this Agreement, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

The term “affiliate” means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. For purposes of determining affiliation, “control” means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the Franchise and the Restaurant, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to “owner” mean any person holding a direct or indirect ownership interest (whether of record, beneficial, or otherwise) or voting rights in you (or a transferee of the franchise rights granted by this Agreement and the Restaurant or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the Restaurant and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

You acknowledge and agree that none of our past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect

of, or by reason of the relationship between you and us, or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

References to a “controlling ownership interest” in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a “controlling ownership interest” is involved must be made as of both immediately before and immediately after the proposed transfer to see if a “controlling ownership interest” will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

An ESOP must satisfy the following criteria for purposes of Section 12 of this Agreement: (1) the ESOP may transfer to employees no more than twenty percent (20%) of your outstanding ownership interests; (2) you must identify for us, in advance, the employees who will receive an ownership interest in you through the ESOP; (3) employees receiving an ownership interest in you through the ESOP must sign the Guaranty or other form we prescribe undertaking personally to be bound, jointly and severally, by the non-monetary obligations in this Agreement; (4) an employee may not at any time transfer his or her ownership interest in you except to you; (5) an employee must relinquish his or her ownership interest in you upon the termination of his or her employment; and (6) transfers of ownership interests in you through an ESOP may not result in the transfer of a controlling ownership interest in you.

References in this Agreement to the term “person” mean any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity and any affiliates of any legal or functional entity and any member, partner, shareholder, or other direct or indirect equity-holder of any legal or functional entity or its affiliates. References in this Agreement to the term “Passive Investment Company” mean an entity (including one or more of its affiliates) whose primary purpose is to invest at various levels in multiple, varied business opportunities and/or other profit-generating activities and not either to invest primarily in JIMMY JOHN’S® Restaurants or to actively manage or participate in the day-to-day operations of one or more JIMMY JOHN’S® Restaurants.

Unless otherwise specified, all references to a number of days mean calendar days and not business days.

The term “Restaurant” includes all of the assets of the JIMMY JOHN’S® Restaurant you operate under this Agreement, including its revenue and the Lease. The words “include” and “including” are meant to be illustrative and not exhaustive and are deemed to be read in all cases as “including, without limitation” and/or “including but not limited to.”

This Agreement may be executed in multiple copies, each of which will be deemed an original.

18. **NOTICES AND PAYMENTS.**

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Confidential Operations Manual will be deemed to be delivered:

- (a) at the time delivered by hand;
- (b) at the time delivered via computer transmission and, in the case of the Royalty, Fund contributions, and other amounts due, at the time we actually receive payment via the EDTA;
- (c) one (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission; or
- (d) one (1) business day after being placed in the hands of a nationally-recognized commercial courier service for next business day delivery.

Any notice to us must be sent to the address specified on the first page of this Agreement, although we may change this address for notice by giving you thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (d) above. Any notice that we send to you may be sent only to the one (1) person identified on Exhibit A, even if you have multiple owners, at the email or postal address specified on Exhibit A. You may change the person and/or address for notice only by giving us thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (d) above.

Any required payment or report that we do not actually receive during regular business hours on the date due will be deemed delinquent.

19. **COMPLIANCE WITH ANTI-TERRORISM LAWS.**

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement, as provided in Subsection 14.B.(20) above.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

**JIMMY JOHN’S FRANCHISOR SPV,  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_ \*\*

\*\*The Effective Date of this Agreement

**FRANCHISEE**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND  
NOT AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**EXHIBIT A**

**TO THE FRANCHISE AGREEMENT  
BETWEEN JIMMY JOHN'S FRANCHISOR SPV, LLC  
AND \_\_\_\_\_  
DATED \_\_\_\_\_, 20**

**Effective Date: This Exhibit A is current and complete  
as of \_\_\_\_\_, 20**

**STATEMENT OF LEGAL COMPOSITION**

1. Please check one option: Individually Owned , Corporation , Sub-Chapter S Corporation , Partnership , or Limited Liability Company .

2. Individual                      Name                                      or                                      Entity                                      Name:

\_\_\_\_\_

*(This should be the individuals or the Licensee/Franchisee to which the License/Franchise Agreement is issued.)*

3. If Entity, duly organized on \_\_\_\_\_ and existing under the laws of the State of \_\_\_\_\_

4. Principal Business Address (No PO Box #'s):

\_\_\_\_\_

5. Owners:

Name	Address	Email Address	% Ownership

6. The following Operations Partner will spend full time in active management and is the control person:



Name	Address	Email Address	Title

***PLEASE SUBMIT A COPY OF THE ORGANIZATION DOCUMENTS, IF APPLICABLE: Include Articles of Incorporation, Partnership Agreement, Limited Liability Company Operating Agreement, Bylaws, Certificate of Authority to do business in the state in which the Licensed Business will be operated (if a foreign corporation, partnership or LLC), copies of all issued and outstanding stock certificates (front and back), copies of all cancelled stock certificates (front and back) and other applicable organization documents to confirm the legal composition of the LICENSE.***

**JIMMY JOHN’S FRANCHISOR SPV,  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**FRANCHISEE**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND  
NOT AS A LEGAL ENTITY):**

---

[Signature]

---

[Print Name]

---

[Signature]

---

[Print Name]

**EXHIBIT B**

**TO THE FRANCHISE AGREEMENT  
BETWEEN JIMMY JOHN'S FRANCHISOR SPV, LLC  
AND \_\_\_\_\_  
DATED \_\_\_\_\_, 20**

**REFUNDS AND CANCELLATION**

This entire Agreement is conditioned upon our evaluating the personal abilities, aptitudes, and financial qualifications of you and your owners and Operations Partner. Therefore, you agree to submit all data we request, and we will have thirty (30) days after the Effective Date to prepare our evaluation. We will notify you in writing within the thirty (30) day period if we elect to cancel this Agreement. Our notice will be accompanied by a refund of the monies you paid us under this Agreement, less the amount stated below, and the notice and refund will cause an automatic cancellation of this Agreement without further notice.

In the event we cancel this Agreement as set forth above, we may keep a reasonable fee for our evaluation and related preparatory work performed and expenses actually incurred, not to exceed Three Thousand Dollars (\$3,000). We will return the excess amount to you, and, by doing so, we will be fully and forever released from any claims or causes of action you might have against us arising from the Franchise Agreement or otherwise.

**JIMMY JOHN'S FRANCHISOR SPV,  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**FRANCHISEE**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_

[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND  
NOT AS A LEGAL ENTITY):**

---

[Signature]

---

[Print Name]

---

[Signature]

---

[Print Name]

**EXHIBIT C**

**TO THE FRANCHISE AGREEMENT  
BETWEEN JIMMY JOHN'S FRANCHISOR SPV, LLC  
AND \_\_\_\_\_  
DATED \_\_\_\_\_, 20**

**INCENTIVES AMENDMENT**

This Incentives Amendment to the Franchise Agreement (the "**Amendment**") is made and entered into on \_\_\_\_\_ (the "**Effective Date**"), by and between JIMMY JOHN'S FRANCHISOR SPV, LLC ("**we,**" "**us,**" or "**our**") and \_\_\_\_\_ ("**you**" or "**your**").

**BACKGROUND**

A. We and you signed that certain Franchise Agreement dated \_\_\_\_\_ (the "**Franchise Agreement**"), pursuant to which Franchisee shall operate a JIMMY JOHN'S® Restaurant located at \_\_\_\_\_ (the "**Restaurant**"). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

B. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreement to reflect incentives we currently offer or previously offered.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises contained herein and in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Initial Franchise Fee**. Notwithstanding anything to this contrary in the Franchise Agreement, we will credit you all or a portion of the initial franchise fee you pay towards your Royalties once the Restaurant opens if you qualify for one of the incentives set forth below:

a. **[Include if (1) the Franchise Agreement is a stand-alone Franchise Agreement and signed by March 31, 2023; or (2) the Franchise Agreement is signed pursuant to a Development Rights Rider signed by March 31, 2023]** Standard Adopter Incentive Program. Under our "**Standard Adopter Incentive Program**," if you (i) open and begin operating the Restaurant in accordance with the Franchise Agreement on or before \_\_\_\_\_ (the "**SAIP Opening Deadline**"), (ii) provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant in accordance with Section 2.F of the Franchise Agreement, and (iii) build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with Sections 2.A and 5.C of the

Franchise Agreement, then we agree to credit an amount equal to the initial franchise fee you paid under the Franchise Agreement plus the portion of the development fee that we credit towards that initial franchise fee, up to Twenty-Five Thousand Dollars (\$25,000) (the “**SAIP IFF Credit**”), towards the Royalties owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (i) through (iii) above, the Standard Adopter Incentive Program, including the SAIP IFF Credit and reduced Royalty set forth in Section 2 below, will not apply to the Restaurant.

b. **[Include if the Franchise Agreement is signed before December 31, 2022, the Franchise Agreement is covered by a Development Rights Rider that was signed before November 1, 2021, and the Schedule under that Development Rights Rider requires the Restaurant to be open and operating in 2023 or later]** 2022 Pull-Forward Strategic Incentive Program. Under our “**2022 Pull-Forward Strategic Incentive Program**,” if you (i) open and begin operating the Restaurant in accordance with the Franchise Agreement on or before December 31, 2022 (the “**PFSIP Opening Deadline**”), (ii) provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant in accordance with Section 2.F of the Franchise Agreement, and (iii) build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with Sections 2.A and 5.C of the Franchise Agreement, then we agree to credit an amount equal to the initial franchise fee you paid under the Franchise Agreement plus the portion of the development fee that we credit towards that initial franchise fee, up to Thirty Thousand Dollars (\$30,000) (the “**PFSIP IFF Credit**”), towards the Royalties owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (i) through (iii) above, the 2022 Pull-Forward Strategic Incentive Program, including the PFSIP IFF Credit and reduced Royalty set forth in Section 2 below, will not apply to the Restaurant.

2. **Royalty**. Notwithstanding the first sentence of Section 3.B of the Franchise Agreement, if you qualify for one of the incentives set forth in Section 1 above, then in addition to providing the credit towards the Royalty set forth in Section 1 above, the Royalty will be amended as set forth below:

**[All Incentives:]**

<b>Time Period</b>	<b>% of Gross Sales</b>
First 12 months of operation	
Months 13-24 of operation	
Months 25-36 of operation	
Remaining term of Franchise Agreement	

**[Standard Adopter Incentive Only:]** Notwithstanding the foregoing, if you meet the requirements of the Standard Adopter Incentive Program set forth above with respect to the Restaurant, and you open and begin operating the applicable Restaurant in accordance the Franchise Agreement at least three (3) months before the SAIP Opening Deadline, then the Royalty will be zero percent (0%) of Gross Sales accrued for the first six (6) months that the Restaurant is open for business, and the Royalty rates described in the table above will apply beginning six (6) months after the Restaurant’s actual opening date.

3. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment, together with the Franchise Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

**IN WITNESS WHEREOF**, we and you have duly executed this Amendment as of the Effective Date.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GUARANTY AND ASSUMPTION OF OBLIGATIONS

**THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS** is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by each of the undersigned parties.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by **JIMMY JOHN'S FRANCHISOR SPV, LLC** ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that \_\_\_\_\_ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), including (i) monetary obligations, (ii) obligations to take or refrain from taking specific actions and to engage or refrain from engaging in specific activities, including, but not limited to, the non-competition, confidentiality, and transfer requirements, and (iii) the enforcement and other provisions in Sections 17, 18, and 19 of the Agreement.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any legal or equitable remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions) and afterward, for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to us; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, all presentments, demands, and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, and notice of default to any party with respect to



the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he or she may be entitled.

We have no present or future duty to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation and to discover from us or require us to disclose to the undersigned any financial or other information concerning Franchisee, any other guarantor, or any collateral securing any of Franchisee's obligations to us.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we are entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned must reimburse us for any of the above-listed costs and expenses we incur even if we do not commence a judicial or arbitration proceeding.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

**GUARANTOR(S)**

\_\_\_\_\_  
[Signature of Guarantor]

\_\_\_\_\_  
[Print Name and Date]

\_\_\_\_\_  
[Signature of Guarantor]

\_\_\_\_\_  
[Print Name and Date]

\_\_\_\_\_  
[Signature of Guarantor]

\_\_\_\_\_  
[Print Name and Date]

**EXHIBIT B-1**

**NON-TRADITIONAL RIDER**

**NON-TRADITIONAL RIDER  
TO JIMMY JOHN'S FRANCHISOR SPV, LLC  
FRANCHISE AGREEMENT**

**THIS NON-TRADITIONAL RIDER TO FRANCHISE AGREEMENT** (the "Rider") is made and entered into by and between **JIMMY JOHN'S FRANCHISOR SPV, LLC**, a Delaware limited liability company with its principal business address at Three Glenlake Parkway NE, Atlanta, Georgia 30328 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your"). The effective date of this Agreement (the "Effective Date") will be the date on which we sign it, as set forth opposite our signature at the end of this Rider.

1. Preambles and Acknowledgments. Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the "Franchise Agreement") to govern your development and operation of the Restaurant at the Premises. All initial capitalized terms used but not defined in this Rider have the meanings given to those terms in the Franchise Agreement. We and you are signing this Rider to modify certain provisions of the Franchise Agreement to recognize that the Restaurant will be located within \_\_\_\_\_ (for purposes of this Rider and in the Franchise Agreement, the "Facility"), which is a Non-Traditional Location (defined below), and to accommodate certain requests you have made as a result of that location. "Non-Traditional Location," in this Rider and in the Franchise Agreement, means any permanent or temporary food service facility that operates (1) under one or more of the Marks and all or part of the Franchise System, and (2) at locations that do not feature unlimited and unrestricted access to the general public. Non-Traditional Locations include, but are not limited to: (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories.

2. Operations Partner. Subsection 1.C.(5) of the Franchise Agreement is deleted in its entirety and replaced with the following:

(5) You must have an "Operations Partner" to manage the Restaurant on-site on a day-to-day basis. We must accept your proposed Operations Partner. Your Operations Partner as of the Effective Date is identified in Exhibit A;

3. Other Businesses. Subsection 1.C.(7) of the Franchise Agreement is deleted in its entirety.

4. Initial Term. The third sentence of Section 1.D of the Franchise Agreement is deleted and replaced with the following:

Subject to this Agreement's terms, we grant you a franchise (the "Franchise") to operate a JIMMY JOHN'S® Restaurant (the "Restaurant") at the Premises, and to use the Franchise System in its operation, for a term beginning on the Effective Date and expiring on \_\_\_\_\_. [*date when facility contract term expires.*]

5. No Delivery. Since the Premises of the Restaurant are located at or within a Non-Traditional Location, notwithstanding the second paragraph of Section 1.D of the Franchise Agreement, you shall not be required nor permitted to offer delivery services from the Restaurant unless we otherwise specify in writing.

6. Lease. Except for the last paragraph of Section 2.B of the Franchise Agreement concerning relocation, which shall remain in full force and effect, the remaining portions of Section 2.B of the Franchise Agreement are deleted.

7. Exclusive Relationship. Subsections (a), (b) and (c) of Section 7 of the Franchise Agreement are deleted in their entireties and replaced with the following:

(a) have any direct or indirect controlling interest as an owner – whether of record, beneficial, or otherwise – in a Competitive Business operating at or within the Facility;

(b) have any direct or indirect non-controlling interest as an owner – whether of record, beneficial, or otherwise – in a Competitive Business operating at or within the Facility (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly-traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(c) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business operating at or within the Facility;

Notwithstanding the foregoing, we and you acknowledge that nothing in this Rider shall limit your or your owners' (or your or your owners' spouses') non-compete or other obligations under any other franchise agreement.

8. Days and Hours of Operation. We recognize and acknowledge that the Restaurant will operate at a Non-Traditional Location and will be required to be open and operating on those days and during those hours that the Non-Traditional Location may set from time to time. Therefore, Subsection 8.A.(13) of the Franchise Agreement is deleted.

9. Grand Opening Advertising. Section 9.A of the Franchise Agreement is deleted in its entirety.

10. Advertising and Development Fund.

(a) The second sentence of the first paragraph of Section 9.B. of the Franchise Agreement is deleted in its entirety and replaced with the following:

You agree to contribute to the Fund the weekly amounts we prescribe from time to time, not to exceed one and one-half percent (1½%) of the Restaurant's Gross Sales, payable at the same time and in the same manner as the Royalty.

(b) The following paragraph is added to the end of Section 9.B. of the Franchise Agreement:

You acknowledge and agree that the Fund's programs and expenditures may not address the specific aspects of any particular Restaurant or the operation of JIMMY JOHN'S® Restaurants at Non-Traditional Locations, and are primarily designed to promote and enhance the Marks and JIMMY JOHN'S® Restaurants generally.

11. Local Advertising. The first paragraph of Section 9.C. of the Franchise Agreement is deleted in its entirety.

12. Assumption of Management. Section 14.C of the Franchise Agreement is deleted in its entirety.

13. Post-Termination Covenants. Sections 15.D and 15.E of the Franchise Agreement are deleted in their entirety.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below.

**JIMMY JOHN’S FRANCHISOR SPV,  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_ \*\*

\*\*The Effective Date of this Rider

**FRANCHISEE**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND  
NOT AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**EXHIBIT C**

**DEVELOPMENT RIGHTS RIDER TO FRANCHISE AGREEMENT**

**DEVELOPMENT RIGHTS RIDER  
TO  
JIMMY JOHN’S FRANCHISOR SPV, LLC  
FRANCHISE AGREEMENT**

1. **Background.** This Development Rights Rider (the “Rider”) is made between Jimmy John’s Franchisor SPV, LLC (“we,” “us,” or “our”) and

\_\_\_\_\_ (“you” or “your”). This Rider is attached to, and intended to be a part of, the Franchise Agreement that we and you are signing concurrently with signing this Rider (the “Franchise Agreement”) for the development and operation of your first Jimmy John’s® Restaurant at a location to be specified within the Territory (defined below). We and you are signing this Rider because you want the right to develop additional Jimmy John’s® Restaurants (besides the Restaurant covered by the Franchise Agreement) within the Territory over a certain time period, and we are willing to grant you those development rights if you comply with this Rider.

2. **Grant of Development Rights.** Subject to your strict compliance with this Rider, we grant you the right, and you commit, to develop \_\_\_\_\_ Jimmy John’s® Restaurants (including the Jimmy John’s® Restaurant covered by the Franchise Agreement), according to the mandatory development schedule described in Exhibit A to this Rider (the “Schedule”), within the following geographic area (the “Territory”):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Jimmy John’s® Restaurants that you (or your affiliates) are permitted to operate at Non-Traditional Locations (defined below) physically located in the Territory will not count toward your compliance with the Schedule.

The total number of new Jimmy John’s® Restaurants to be developed in the Territory is \_\_\_\_\_. If you (and, to the extent applicable, your affiliated entities, as described in Section 3 below (each, an “Approved Affiliate”)) are fully complying with all of your (and their) obligations under this Rider, the Franchise Agreement, and all other franchise agreements then in effect between us and you (and your Approved Affiliates) for the development and operation of Jimmy John’s® Restaurants, then during this Rider’s term only, we (and our affiliates) will not, except in the situations described below, establish or grant to others the right to establish Jimmy John’s® Restaurants having their physical locations within the Territory.

The exceptions referenced above to your exclusive right to establish Jimmy John’s® Restaurants having their physical locations within the Territory are described in this paragraph. We (or our affiliates) may pursue opportunities at Non-Traditional Locations and establish, or franchise or license another to establish, a Jimmy John’s® Restaurant at Non-Traditional Locations. “Non-Traditional Location” means any permanent or temporary food service facility that operates (1) under one or more of the Marks and all or part of the Franchise System, and (2) at locations that do



not feature unlimited and unrestricted access to the general public. Non-Traditional Locations include, but are not limited to: (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories. Our, our affiliate's, or another franchisee's or licensee's establishment and operation of a Jimmy John's® Restaurant at a Non-Traditional Location in the Territory will not count toward your compliance with the Schedule. As noted above, Jimmy John's® Restaurants that you (or your affiliates) are permitted to operate at Non-Traditional Location physically located in the Territory likewise will not count toward your compliance with the Schedule.

The location exclusivity described above for Jimmy John's® Restaurants (with the noted exceptions) is the only restriction on our (and our affiliates') activities within the Territory during this Rider's term. You acknowledge and agree that we and our affiliates (and any business that acquires our assets or ownership interests) have the right to engage, and grant to others the right to engage, in any other activities of any nature whatsoever within the Territory, including, without limitation, those reserved in the Franchise Agreement. After this Rider expires or is terminated, regardless of the reason for termination, we and our affiliates (and any business that acquires our assets or ownership interests) have the right, without any restrictions whatsoever, to (a) establish, and grant to others the right to establish, Jimmy John's® Restaurants having their physical locations within the Territory and (b) continue to engage, and grant to others the right to engage, in any other activities that we and our affiliates (and any business that acquires our assets or ownership interests) desire within the Territory.

YOU ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE UNDER THIS RIDER AND YOUR RIGHTS UNDER THIS RIDER ARE SUBJECT TO TERMINATION (WITHOUT ANY CURE OPPORTUNITY) IF YOU DO NOT COMPLY STRICTLY WITH THE DEVELOPMENT OBLIGATIONS PROVIDED IN THE SCHEDULE. WE MAY ENFORCE THIS RIDER STRICTLY.

3. **Development Obligations.** To maintain your rights under this Rider, you (and/or your Approved Affiliates) must sign franchise agreements for, and then construct, develop, and have open and operating within the Territory, the agreed-upon number of Jimmy John's® Restaurants by the dates specified in the Schedule. If your owners establish a new legal entity to operate one or more of the Jimmy John's® Restaurants to be developed and opened pursuant to this Rider and that new legal entity's ownership is completely identical to your ownership, that legal entity automatically will be considered an "Approved Affiliate" without further action. However, if the new legal entity's ownership is not completely identical to your ownership, you first must seek our approval to allow that new entity to develop and operate the proposed Jimmy John's® Restaurant.

You (and/or your Approved Affiliate) will operate each Jimmy John's® Restaurant under a

separate franchise agreement with us. The franchise agreement (and related documents, including Guaranty and Assumption of Obligations) that you and your owners (or your Approved Affiliate and its owners) must sign for each Restaurant developed pursuant to this Rider will be our then-current form of franchise agreement (and related documents, including Guaranty and Assumption of Obligations), any or all of the terms of which may differ substantially and materially from any or all of the terms contained in the Franchise Agreement, although the initial franchise fee will be Thirty-Thousand Dollars (\$30,000). Despite any contrary provision contained in the newly-signed franchise agreements, your additional Jimmy John's® Restaurants within the Territory must be open and operating by the dates specified in the Schedule. To retain your development rights under this Rider, each Jimmy John's® Restaurant developed and opened pursuant to this Rider must operate continuously throughout this Rider's term in full compliance with its franchise agreement.

4. **Subfranchising and Sublicensing Rights.** This Rider does not give you any right to franchise, license, subfranchise, or sublicense others to develop and operate Jimmy John's® Restaurants. Only you (and/or Approved Affiliates) may construct, develop, open, and operate Jimmy John's® Restaurants pursuant to this Rider. This Rider also does not give you (or your Approved Affiliates) any independent right to use the Jimmy John's® trademark or our other trademarks and commercial symbols. The right to use our trademarks and commercial symbols is granted only under a franchise agreement signed directly with us. This Rider only grants you potential development rights if you fully comply with its terms.

5. **Development Fee.** As consideration for the development rights we grant you in this Rider, you must pay us when you sign this Rider a total of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Development Fee"), which equals (a) the Thirty-Five Thousand Dollar (\$35,000) initial franchise fee due under the Franchise Agreement to which this Rider is attached, unless you have already signed a Franchise Agreement with us before you sign our Development Rights Rider, in which case you will pay a development fee under this subsection (a) equal to the Thirty Thousand Dollar (\$30,000) initial franchise fee due under the Franchise Agreement to which this Rider is attached, plus (b) a deposit of Ten-Thousand Dollars (\$10,000) for each additional Jimmy John's® Restaurant you agree to construct, develop, and operate under the Schedule but for which you are not signing franchise agreements concurrently with signing this Rider. The Development Fee is consideration for the rights we grant you in this Rider and for reserving the Territory for you to the exclusion of others (except as provided in this Rider) while you are in compliance, is fully earned by us when we sign this Rider, and is not refundable under any circumstances, even if you do not comply or attempt to comply with the Schedule and we then terminate this Rider. However, each time you (or your Approved Affiliate) sign a franchise agreement for another Jimmy John's® Restaurant to be developed within the Territory pursuant to the Schedule, we will apply Ten-Thousand Dollars (\$10,000) of the Development Fee (the portion referenced in clause (c) above) toward the initial franchise fee due for that Jimmy John's® Restaurant. After you pay us the balance of that initial franchise fee when you sign the franchise agreement, that amount is not refundable under any circumstances.

6. **Grant of Franchises.** You must submit to us a separate application for each Jimmy John's® Restaurant that you (or your Approved Affiliate) wish to develop in the Territory. You agree to give us all information and materials we request to assess each proposed Restaurant site. It

is your responsibility to locate, evaluate, and select the Restaurant's site. We will not select sites for you. In granting you the development rights under this Rider, we are relying on your knowledge of the real estate market in the Territory and your ability to locate and access sites. We will give you our then-current criteria for Jimmy John's® Restaurants to help you select and identify each Restaurant site. We will not unreasonably withhold our acceptance of a proposed site if, in our and our affiliates' experience and based on our then-current site criteria, the proposed site is not inconsistent with sites that we and our affiliates regard as favorable or that otherwise have been successful sites for Jimmy John's® Restaurants in the past. However, we have the absolute right to reject any site not meeting our criteria or to require you to acknowledge in writing that a site you have chosen is accepted but not recommended due to its incompatibility with certain factors that bear on a site's suitability as a location for a Jimmy John's® Restaurant. We agree to use reasonable efforts to review and accept (or not accept) sites you propose within thirty (30) days after we receive all requested information and materials. You may not proceed with a site that we have not accepted.

You also must send us for our written acceptance, which we will not unreasonably withhold, any lease or sublease that will govern your occupancy and lawful possession of each Restaurant site before you sign it. You may not sign any lease or sublease that we have not accepted in writing. We may (but have no obligation to) guide or assist you with the leasing process but will not negotiate the lease or sublease for you or provide any legal advice.

If we accept the proposed site but you (or your Approved Affiliate) have not yet signed a franchise agreement for that Restaurant, you agree, within the time period we specify (but no later than the date specified in the Schedule), to sign (or have your Approved Affiliate sign) a separate franchise agreement (and related documents) for that Restaurant and to pay us the remaining portion of the initial franchise fee due. If you (or your Approved Affiliate) fail to do so, or cannot obtain lawful possession of the proposed site, we may withdraw our acceptance of the proposed site. After you and your owners (or your Approved Affiliate and its owners) sign the franchise agreement (and related documents, including Guaranty and Assumption of Obligations), its terms and conditions will control your construction, development, and operation of the Jimmy John's® Restaurant (except that the required opening date is governed exclusively by the Schedule in this Rider, as provided in Section 3 above).

In addition to our rights with respect to proposed Restaurant sites, we may delay the development and/or opening of additional Jimmy John's® Restaurants within the Territory for the time period we deem best if we believe in our sole judgment, when you submit your application for another Restaurant, or after you (or your Approved Affiliate) have developed and constructed but not yet opened a particular Restaurant, that you (or your Approved Affiliate) are not yet operationally, managerially, or otherwise prepared (no matter the reason) to develop, open, and/or operate the additional Jimmy John's® Restaurant in full compliance with our standards and specifications. We may delay additional development and/or a Restaurant's opening for the time period we deem best as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the Schedule (unless we are willing to extend the Schedule proportionately to account for the delay).

7. **Term**. This Rider's term begins on the date we sign it and ends on the date when (a)

the final Jimmy John's® Restaurant to be developed under the Schedule has opened (or, if earlier, must have opened), or (b) this Rider otherwise is terminated, but in any event this Rider's term will end no later than <insert date>.

8. **Termination.** We may at any time terminate this Rider and your right under this Rider to develop Jimmy John's® Restaurants within the Territory, such termination to be effective upon our delivery to you of written notice of termination:

(a) if you fail to satisfy either your development obligations under the Schedule or any other obligation under this Rider, which defaults you have no right to cure; or

(b) if the Franchise Agreement is terminated by us in compliance with its terms or by you for any (or no) reason; or

(c) if any other franchise agreement between us and you (or your Approved Affiliate) for a Jimmy John's® Restaurant is terminated by us in compliance with its terms or by you (or your Approved Affiliate) for any (or no) reason, even if that other franchise agreement was not signed pursuant to your rights under this Rider; or

(d) if we have delivered a formal written notice of default to you under the Franchise Agreement, whether or not you cure that default and whether or not we subsequently terminate the Franchise Agreement; or

(e) if we have delivered a formal written notice of default to you (or your affiliated entity) under any other franchise agreement between us and you (or your affiliated entity) for a Jimmy John's® Restaurant (even if that other franchise agreement was not signed pursuant to your rights under this Rider), whether or not you (or your affiliated entity) cure that default and whether or not we subsequently terminate the other franchise agreement.

Termination of this Rider is not deemed to be the termination of any franchise rights (even though this Rider is attached to the Franchise Agreement) because this Rider grants you no separate franchise rights. Franchise rights arise only under franchise agreements signed directly with us. A termination of this Rider does not affect any franchise rights granted under any then-effective individual franchise agreements. No portion of the Development Fee is refundable upon termination of this Rider or under any other circumstances.

9. **Assignment.** Your development rights under this Rider are not assignable at all. This means that we will not under any circumstances allow the development rights to be transferred. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, a transfer of a controlling ownership interest in you, a transfer of this Rider separate and apart from the Franchise Agreement, or any other event attempting to assign the development rights. An assignment of only a non-controlling ownership interest in you is permitted (and would not be deemed to be a transfer of your development rights) to the extent permitted by the terms and conditions of the Franchise Agreement.

10. **Rider to Control.** Except as provided in this Rider, the Franchise Agreement remains

in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Rider, the terms of this Rider will control.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**TO DEVELOPMENT RIGHTS RIDER**  
**DEVELOPMENT SCHEDULE**

You agree to develop and open \_\_\_ ( ) new Jimmy John's Restaurants in the Territory, including the Restaurant that is the subject of the Franchise Agreement, according to the following Schedule:

Restaurant Number	Franchise Agreement To Be Executed By (Date)	Restaurant To Be Opened By (Date)	Minimum Cumulative Number of New Franchised Restaurants to Be Open and Operating in Territory No Later Than the Opening Date (in previous column)
1	Signed concurrently with this Rider		1
2			2
3			3
4			4
5			5

**JIMMY JOHN'S FRANCHISOR SPV, LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**TO DEVELOPMENT RIGHTS RIDER**  
**DEVELOPMENT INCENTIVES AMENDMENT**

This Development Incentives Amendment to the Development Rights Rider (the “**Amendment**”) is made and entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between Jimmy John’s Franchisor SPV, LLC (“**we,**” “**us,**” or “**our**”) and \_\_\_\_\_ (“**you**” or “**your**”).

**BACKGROUND**

A. Simultaneously with signing this Amendment, we and you are signing a Development Rights Rider dated as of the date hereof (the “**Development Rights Rider**”) granting you the right to develop JIMMY JOHN’S® Restaurants (each a “**Restaurant**” and collectively, the “**Restaurants**”) in the Territory. All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Rights Rider.

B. Before developing and operating each Restaurant that you agree to open under the Development Rights Rider, you must sign a JIMMY JOHN’S® Franchise Agreement (each a “**Franchise Agreement**” and, collectively, the “**Franchise Agreements**”).

C. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreements to reflect incentives we currently offer to developers entering into new development rights riders, including an initial franchise fee credit and a temporary weekly Royalty Fee (“**Royalty**”) reduction.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application of Amendment. We and you are signing this Amendment because we and you are signing the Development Rights Rider on or before December 31, 2022 and the Restaurants you develop under the Development Rights Rider may be eligible for one or more of the incentive programs described in this Amendment, if you meet the program’s conditions. Therefore, notwithstanding Section 3 of the Development Rights Rider, we agree that the Franchise Agreement that we and you sign for any Restaurant developed under the Development Rights Rider will reflect the terms of the applicable incentive program described in this Amendment, if you meet the program’s conditions.

2. Standard Adopter Incentive. Because we and you are signing this Amendment before March 31, 2023, each Restaurant you develop under the Schedule will receive the benefits of our Standard Adopter Incentive program (the “**Standard Adopter Incentive Program**”) if, with respect to that Restaurant, you (a) open and begin operating that Restaurant in accordance with the

applicable Franchise Agreement on or before the earlier of the deadline in the Schedule or December 31, 2025 (the “**Applicable Opening Deadline**”), (b) provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (c) build that Restaurant in the design, to the specifications, and at the location approved by us in accordance with the applicable Franchise Agreement. Under the Standard Adopter Incentive Program, you will pay the full initial franchise fee when you sign the Franchise Agreement for each Restaurant. However, under that Franchise Agreement we will credit an amount equal to the initial franchise fee you paid plus the portion of the development fee that we credit towards that initial franchise fee, up to Twenty-Five Thousand Dollars (\$25,000) (the “**SAIP IFF Credit**”), towards the Royalties owed under that Franchise Agreement when you open that Restaurant (provided that you open that Restaurant on or before the applicable deadline). You acknowledge that if you fail to satisfy the conditions in (a) through (c) above, the Standard Adopter Incentive Program, including the SAIP IFF Credit and reduced Royalties in Sections 3 and 4 of this Amendment, will not apply to the Restaurant.

3. Royalties. If you meet the requirements of the Standard Adopter Incentive Program set forth above with respect to any Restaurant that you develop under the Development Rights Rider, then subject to your qualifying for the Additional Early Opening Benefit (defined below), the Franchise Agreement for that Restaurant will provide the following Royalties:

a. for each Restaurant that you open and begin operating in accordance with the applicable Franchise Agreement on or before the earlier of the deadline in the Schedule or December 31, 2022, the Royalty will be zero percent (0%) of Gross Sales accrued during the first twelve (12) months of the Restaurant’s operation, two percent (2%) of Gross Sales accrued during the next twelve (12) months of the Restaurant’s operation (months 13-24), four percent (4%) of Gross Sales accrued during the next twelve (12) months of the Restaurant’s operation (months 25-36), and six percent (6%) of Gross Sales accrued during the remainder of the term.

b. for each Restaurant that you open and begin operating in accordance with the applicable Franchise Agreement after December 31, 2022, but on or before the earlier of the deadline in the Schedule or December 31, 2025, the Royalty will be one percent (1%) of Gross Sales accrued during the first twelve (12) months of the Restaurant’s operation, two percent (2%) of Gross Sales accrued during the next twelve (12) months of the Restaurant’s operation (months 13-24), four percent (4%) of Gross Sales accrued during the next twelve (12) months of the Restaurant’s operation (months 25-36), and six percent (6%) of Gross Sales accrued during the remainder of the term.

4. Additional Early Opening Benefit. If you meet the requirements of the Standard Adopter Incentive Program set forth above with respect to any Restaurant that you develop under the Development Rights Rider, and you open and begin operating the applicable Restaurant in accordance with the applicable Franchise Agreement at least three (3) months before the required Applicable Opening Deadline (as applicable), then in addition to the benefits of the Standard Adopter Incentive Program, the Franchise Agreement for that Restaurant will provide that the



Royalty will be zero percent (0%) of Gross Sales accrued for the first six (6) months that the Restaurant is open for business (the “**Additional Early Opening Benefit**”). If the Additional Early Opening Benefit applies, then the Royalty rates described in Section 4 will apply beginning six (6) months after the Restaurant’s actual opening date.

5. Miscellaneous. The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Development Rights Rider. If there is an inconsistency between this Amendment and the Development Rights Rider, the terms of this Amendment shall control. This Amendment, together with the Development Rights Rider, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Rights Rider will remain in full force and effect as originally written and signed.

**IN WITNESS WHEREOF**, we and you have duly executed this Amendment as of the Effective Date.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**LISTS OF JIMMY JOHN'S® RESTAURANTS AND DEPARTING FRANCHISEES**



**List of Franchisees as of January 2, 2022**

State	City	#	Address	Zip	Phone #	Franchisee Entity
AL	Alabaster	3560	634 1st St N	35007	205-564-8228	Starboard Seven, LLC
AL	Auburn	553	126 N College St	36830	334-502-0444	Wildcat Investments of Alabama, LLC/B&B Foods, LLC
AL	Birmingham	3561	5431 Patrick Way	35235	205-655-4104	Starboard Eight, LLC
AL	Birmingham	4178	1919 11th Ave S	35205	205-933-2425	Starboard Nine LLC
AL	Birmingham	3015	4647 Hwy 280	35242	205-874-9762	Starboard Six, LLC
AL	Birmingham	4200	2808 7th Ave S	35233	205-716-2106	Starboard Ten LLC
AL	Birmingham	4168	323 20th St N	35203	205-957-6565	Starboard Three, LLC
AL	Birmingham	2034	3411 Colonnade Pkwy	35243	205-262-4788	Starboard Two, LLC
AL	Cullman	3848	107 Arnold St NW	35055	256-737-4000	Cullman Sandwich Company, LLC
AL	Decatur	2402	2401 6th Ave SE	35601	256-584-9997	JJ Huntsville, LLC
AL	Dothan	2106	4440 W Main St	36305	334-792-2577	JJDothan, Inc.
AL	Enterprise	2087	913 Rucker Blvd	36330	334-417-0290	Starboard of Enterprise, LLC
AL	Florence	2670	101 N Court St	35630	256-768-9994	JJ Huntsville Downtown, LLC
AL	Foley	4030	1750 S McKenzie St	36535	251-943-0522	Blue Boiler Cats 4030, Inc.
AL	Hoover	3013	5250 Medford Dr	35244	205-985-2000	Starboard Four, LLC
AL	Hoover	1657	4730 Chace Circle	35244	205-682-2777	Starboard Investments, LLC
AL	Huntsville	2403	975 Airport Rd SW	35802	256-213-9997	Summerfield Sandwich Company, LLC
AL	Huntsville	2787	125 Northside Sq	35801	256-534-9996	Summerfield Sandwich Company, LLC
AL	Jacksonville	3354	505 Pelham Rd N	36265	256-365-2001	Stewart Bravo, LLC
AL	Madison	1833	7690 Hwy 72 W	35758	256-864-9997	Summerfield Sandwich Company, LLC
AL	Mobile	2639	62 B S Royal St	36602	251-432-0360	Blue Boiler Cats 2639, Inc.
AL	Mobile	4010	5167 Rangeline Service Rd. N.	36619	251-308-3166	Blue Boiler Cats 4010, Inc.
AL	Mobile	823	9 Du Rhu Dr	36608	251-340-8694	Blue Boiler Cats 823, Inc.
AL	Mobile	844	6920 Airport Blvd	36608	251-414-5444	Blue Boiler Cats 844, Inc.
AL	Montgomery	3210	1470 Taylor Rd	36117	334-239-7913	Freaky Fast 1, Inc.
AL	Montgomery	3007	130 Commerce St	36104	334-676-3803	Freaky Fast 2, LLC
AL	Montgomery	2264	1756 Carter Hill Rd	36106	334-356-7744	Freaky Fast LLC
AL	Tuscaloosa	526	1400 University Blvd	35401	205-366-3699	G Squared, Inc.

**List of Franchisees as of January 2, 2022**

<b>State</b>	<b>City</b>	<b>#</b>	<b>Address</b>	<b>Zip</b>	<b>Phone #</b>	<b>Franchisee Entity</b>
AL	Tuscaloosa	1387	815 Lurleen B Wallace Blvd South	35401	205-722-2268	Roley Tide II, Inc.
AL	Tuscaloosa	3621	512 15th St E	35401	205-349-2626	Roley Tide II, Inc.
AL	Tuscaloosa	860	1875 McFarland Blvd N	35406	205-752-7714	Roley Tide, Inc.
AL	Tuscaloosa	2746	7402 Hwy 69 S	35405	205-345-9888	Roley Tide, Inc.
AL	Tuscaloosa	3102	1006 7th Ave	35401	205-752-7770	Roley Tide, Inc.
AL	Vestavia Hills	3014	1919 Kentucky Ave	35216	205-637-0707	Starboard Five, LLC
AR	Bentonville	3231	500 SE Walton Blvd	72712	479-250-9999	jTHREE, Inc.
AR	Conway	2022	603 Salem Rd	72034	501-329-2200	Sholes Group II, LLC
AR	Fayetteville	375	518 W Dickson	72701	479-571-0600	jTHREE, Inc.
AR	Fayetteville	3344	3379 N College Ave	72703	479-287-4513	jTHREE, Inc.
AR	Harrison	3946	800 Hwy 62-65 N	72601	870-204-5657	Maximum Profits, LLC
AR	Hot Springs	2741	3801 Central Ave	71913	501-525-7827	R & G Gourmet Subs
AR	Jonesboro	2315	1319 Red Wolf Blvd	72401	870-932-7827	Maximum Profits, LLC
AR	Little Rock	1573	700 S Broadway St	72201	501-372-1600	GH Food Group Little Rock, LLC
AR	Little Rock	1722	12206 W Markham St	72211	501-223-9400	GH Food Group Little Rock, LLC
AR	Magnolia	4159	50 Hwy 79 N	71753	870-234-7771	Big Creek Enterprises LLC
AR	Mountain Home	2800	650 Market St	72653	870-580-0585	Maximum Profits, LLC
AR	North Little Rock	1505	4120 E McCain Blvd	72117	501-945-9501	GH Food Group Little Rock, LLC
AR	Rogers	1839	2004 Promenade Blvd	72758	479-202-5000	jTHREE, Inc.
AR	Siloam Springs	3548	3200 E US 412	72761	479-373-1111	jTHREE, Inc.
AR	Springdale	805	4276 W Sunset	72762	479-927-0399	jTHREE, Inc.
AZ	Apache Junction	2553	2540 W Apache Tr	85120	480-288-5555	Bacus Enterprises, Inc.
AZ	Avondale	1762	10110 W McDowell Rd	85392	623-643-9380	Atlas NGC, Inc.
AZ	Buckeye	3635	818 S Watson Rd	85326	623-386-1442	Atlas NGC, Inc.
AZ	Casa Grande	2133	1321 E Florence Blvd	85122	520-836-6060	T&M Brothers CG Management LLC
AZ	Chandler	1739	2170 N Arizona Ave	85225	480-246-3663	B & B Phoenix, LLC
AZ	Chandler	2130	2640 E Germann Rd	85286	480-786-4444	Bacus Foods Corp
AZ	Chandler	2447	1055 S Arizona Ave	85286	480-963-0000	Bacus Foods Corp
AZ	Chandler	2460	2960 S Alma School Rd	85286	480-917-1125	Bacus Foods Corp
AZ	Chandler	1521	800 N 54th St	85226	480-785-2323	Chandler JJ, LLC
AZ	Chandler	1522	3395 W Chandler Blvd	85226	480-722-1860	Chandler JJ, LLC
AZ	Flagstaff	4058	24 W Rte 66	86001	928-774-2200	GH Food Group TX, LLC
AZ	Flagstaff	4056	1020 S Milton Rd	86001	928-774-6200	GH Food Group, LLC
AZ	Gilbert	2131	1515 N Gilbert Rd	85234	480-497-6800	Bacus Foods Corp
AZ	Gilbert	2970	1981 E Pecos Rd	85297	480-840-3222	Bacus Foods Corp
AZ	Glendale	3962	5826 W Olive Ave	85302	623-213-8477	M&N Olive, LLC
AZ	Glendale	1956	5890 W Thunderbird Rd	85306	602-507-4893	Mitchell Management of Arizona, LLC

**List of Franchisees as of January 2, 2022**

<b>State</b>	<b>City</b>	<b>#</b>	<b>Address</b>	<b>Zip</b>	<b>Phone #</b>	<b>Franchisee Entity</b>
AZ	Glendale	1502	7708 W Bell Rd	85308	623-334-3377	Walters Boys LLC
AZ	Glendale	3094	18589 N 59th Ave	85308	602-993-1499	Walters Boys LLC
AZ	Goodyear	2006	13824 W McDowell Rd	85395	623-536-5194	Atlas NGC, Inc.
AZ	Goodyear	2884	1120 N Estrella Pkwy	85338	623-932-5760	Atlas NGC, Inc.
AZ	Kingman	2466	3411 Stockton Hill Rd	86409	928-757-7770	Mayotomato, LLC
AZ	Lake Havasu City	2739	34 Lake Havasu Ave N	86403	928-505-3278	Wofco, LLC
AZ	Laveen	2512	4920 W Baseline Rd	85339	602-368-4999	B & B Phoenix, LLC
AZ	Mesa	2386	5229 S Power Rd	85212	480-279-2442	B & B Phoenix, LLC
AZ	Mesa	2552	4401 E McKellips Rd	85215	480-981-3333	Bacus Enterprises, Inc.
AZ	Mesa	1473	350 W Baseline Rd	85210	480-776-8222	Bacus Foods Corp
AZ	Mesa	1725	1229 S Power Rd	85206	480-751-6688	Bacus Foods Corp
AZ	Mesa	1766	1730 W Southern Ave	85202	480-833-3332	Bacus Foods Corp
AZ	Mesa	1997	68 E Main St	85201	480-649-5555	Bacus Foods Corp
AZ	Mesa	2448	2831 N Power Rd	85215	480-830-2222	Bacus Foods Corp
AZ	Mesa	2971	1257 S Crismon Rd	85209	480-912-7300	Bacus Foods Corp
AZ	Payson	2883	303 E Hwy 260	85541	928-474-2221	Atlas NGC, Inc.
AZ	Peoria	1742	25101 N Lake Pleasant Pkwy	85383	623-537-2233	GH Food Group, LLC
AZ	Peoria	3199	13875 N 83rd Ave	85381	623-773-9219	M & N T-Bird, LLC
AZ	Phoenix	2391	10045 W Camelback Rd	85037	623-872-2910	Atlas NGC, Inc.
AZ	Phoenix	4063	4740 S 48th St	85040	602-437-1800	GH Food Group, LLC
AZ	Phoenix	4230	35004 N North Valley Pkwy	85086		Irusta Group, LLC
AZ	Phoenix	1556	1650 E Camelback Rd	85016	602-264-1745	Mitchell Management of Arizona, LLC
AZ	Phoenix	1635	11 W Washington St	85003	602-688-8170	Mitchell Management of Arizona, LLC
AZ	Phoenix	1695	4716 E Cactus Rd	85032	602-710-2281	Mitchell Management of Arizona, LLC
AZ	Phoenix	1696	2805 W Agua Fria Fwy	85027	623-565-5964	Mitchell Management of Arizona, LLC
AZ	Phoenix	1955	3317 E Bell Rd	85032	602-707-6230	Mitchell Management of Arizona, LLC
AZ	Phoenix	1957	2814 N 44th St	85008	602-396-7443	Mitchell Management of Arizona, LLC
AZ	Phoenix	2176	21001 N Tatum Blvd	85050	480-321-8052	Mitchell Management of Arizona, LLC
AZ	Phoenix	2178	430 E Bell Rd	85022	602-688-8473	Mitchell Management of Arizona, LLC
AZ	Phoenix	2180	7000 N 16th St	85020	602-688-8435	Mitchell Management of Arizona, LLC
AZ	Phoenix	2500	620 E Roosevelt St	85004	602-688-8429	Mitchell Management of Arizona, LLC
AZ	Phoenix	2501	20235 N Cave Creek Rd	85024	602-688-8446	Mitchell Management of Arizona, LLC

**List of Franchisees as of January 2, 2022**

<b>State</b>	<b>City</b>	<b>#</b>	<b>Address</b>	<b>Zip</b>	<b>Phone #</b>	<b>Franchisee Entity</b>
AZ	Phoenix	2502	3110 N Central Ave	85013	602-759-8932	Mitchell Management of Arizona, LLC
AZ	Phoenix	3972	2215 W Deer Valley Rd	85027		Mitchell Management of Arizona, LLC
AZ	Prescott Valley	2737	3292 N Glassford Hill Rd	86314	928-772-8297	Ryley Foods, LLC
AZ	Queen Creek	2511	20928 E Heritage Loop Rd	85142	480-420-3353	B & B Phoenix, LLC
AZ	San Tan Valley	2513	1662 W Hunt Hwy	85143	480-409-5003	B & B Phoenix, LLC
AZ	Scottsdale	1554	15425 N Scottsdale Rd	85260	480-699-0737	Mitchell Management of Arizona, LLC
AZ	Scottsdale	1555	14900 N Pima Rd	85260	480-368-5463	Mitchell Management of Arizona, LLC
AZ	Scottsdale	1694	8320 N Hayden Rd	85258	480-353-2721	Mitchell Management of Arizona, LLC
AZ	Scottsdale	2503	4032 N Scottsdale Rd	85251	480-285-1311	Mitchell Management of Arizona, LLC
AZ	Scottsdale	2504	10460 N 90th St	85258	480-285-3101	Mitchell Management of Arizona, LLC
AZ	Sierra Vista	3057	2270 E Fry Blvd	85635	520-439-9999	JJ of SV, LLC
AZ	Surprise	1761	14155 W Bell Rd	85374	623-584-4444	GH Food Group, LLC
AZ	Tempe	1472	780 W Elliot Rd	85284	480-339-8888	B & B Phoenix, LLC
AZ	Tempe	2191	2010 E Elliot Rd	85284	480-374-3600	B & B Phoenix, LLC
AZ	Tempe	4052	681 E Apache	85281	480-839-5200	GH Food Group TX, LLC
AZ	Tempe	4055	840 E Southern Ave	85282	480-839-4800	GH Food Group TX, LLC
AZ	Tempe	4051	680 S Mill Ave	85281	480-449-3100	GH Food Group, LLC
AZ	Tempe	4053	5128 S Rural Rd	85282	480-839-3200	GH Food Group, LLC
AZ	Tempe	4054	2000 E Rio Salado Pkwy	85281	480-839-2100	GH Food Group, LLC
AZ	Tucson	412	749 N Park Ave	85719	520-206-9999	Bacus Foods Corp
AZ	Tucson	660	5411 E Broadway Blvd	85711	520-747-8888	Bacus Foods Corp
AZ	Tucson	826	2485 N Swan	85712	520-326-5112	Bacus Foods Corp
AZ	Tucson	1014	4356 N Oracle Rd	85705	520-292-9942	Bacus Foods Corp
AZ	Tucson	1180	63 E Congress	85701	520-884-0600	Bacus Foods Corp
AZ	Tucson	1320	6310 E Tanque Verde Rd	85715	520-298-8255	Bacus Foods Corp
AZ	Tucson	1405	2575 N Campbell Ave	85719	520-881-1010	Bacus Foods Corp
AZ	Tucson	2026	1580 E Tucson Marketplace Blvd	85713	520-445-6974	Bacus Foods Corp
AZ	Tucson	2416	3253 E. Valencia Rd	85706	520-639-7122	Bacus Foods Corp
AZ	Tucson	1865	7350 N La Cholla Blvd	85741	520-469-7827	Taylor Investments LLC
AZ	Tucson	3943	8260 N Cortaro Rd	85743	520-912-4831	Taylor Investments LLC
CA	Apple Valley	3268	12218 Apple Valley Rd	92308	760-247-4500	Aiello Enterprises, LLC
CA	Azusa	3393	1250 W Foothill Blvd	91702	626-334-0019	Atlas West, Inc.
CA	Beverly Hills	4018	168 S Beverly Dr	90212	310-275-2300	Atlas West, Inc.
CA	Brea	4049	912 E Imperial Hwy	92821	714-784-6257	UCM Investments, LLC

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CA	Camarillo	3170	5021 Verdugo Way	93012	805-484-4780	Sandwich Sharks, LLC
CA	City of Industry	3206	1552 S Azusa Ave	91748	626-581-1633	CMM, LLC
CA	Clovis	193	435 N Clovis Ave	93611	559-323-9970	Blue Horse Inc.
CA	Compton	3603	2236 S Central Ave	90220	310-884-6885	Compton Subs, LLC
CA	Concord	2772	785 Oak Grove Rd	94518	925-270-3681	LPH Ventures, LLC
CA	Corona	3804	926 E Ontario Ave	92881	951-549-9486	RAD Venture, LLC
CA	Diamond Bar	3343	22438 Golden Springs Dr	91765	909-860-1700	Thunder Run Group, LLC
CA	Downey	3025	12018 Lakewood Blvd	90242	562-401-9500	West Coast Sandwiches, LLC
CA	Fontana	2955	16155 Sierra Lakes Pkwy	92336	909-320-8990	JJ Fontana Investment Corp
CA	Fountain Valley	2812	18011 Newhope St	92708	714-432-6700	Atlas West, Inc.
CA	Fresno	2227	7730 N 1st St	93720	559-981-5701	Billdions Capital, LLC
CA	Hanford	2977	366 N 12th Ave	93230	559-582-7827	Central Valley Subs, Inc.
CA	Hawthorne	3839	5227 W Rosecrans Ave	90250	424-456-7754	Gourmet Guys Hawthorne LLC
CA	Huntington Beach	2811	5942 Edinger Ave	92649	714-846-8900	Atlas West, Inc.
CA	Irvine	3260	6624 Irvine Center Dr	92618	949-450-0665	Atlas West, Inc.
CA	Irwindale	2876	15660 Arrow Hwy	91706	626-960-9989	Atlas West, Inc.
CA	La Palma	3669	30 Centerpointe Dr	90623	714-735-8222	Gourmet Guys Buena Park, LLC
CA	La Quinta	3502	79845 Hwy 111	92253	760-775-8818	B.R. Murphy Enterprises, Inc.
CA	La Verne	2873	2320 Foothill Blvd	91750	909-593-1851	Atlas West, Inc.
CA	Lake Forest	2821	20025 Lake Forest Dr	92630	949-770-4442	Atlas West, Inc.
CA	Lakewood	2988	4995 Candlewood St	90712	562-630-6265	Gourmet Guys Lakewood, LLC
CA	Livermore	2931	6025 Northfront Rd	94551	925-960-1370	GT Subs Inc.
CA	Lodi	4001	1102 W Kettleman Ln	95240	(209) 897-9500	GK SUBS, INC.
CA	Long Beach	2947	421 W Broadway	90802	562-901-4444	Gourmet Goods, LLC
CA	Long Beach	3873	2031 E Spring St	90806	562-424-7575	Signal Hill Subs, LLC.
CA	Long Beach	3802	1775 Ximeno Avenue	90815	562-386-2112	Traffic Circle Subs, LLC
CA	Los Alamitos	4114	3565 Katella Avenue	90720	562-430-0202	Fresh Products, LLC
CA	Los Angeles	4024	445 S Figueroa St	90071	213-612-0307	Atlas West, Inc.
CA	Marysville	3357	904 E St	95901	530-763-4144	HIGS PROPERTIES LLC
CA	Mission Viejo	2808	28621 Marguerite Pkwy	92692	949-364-1940	JFIVE, Inc.
CA	Modesto	3465	1400 Standiford Ave	95350	209-526-1111	GK SUBS, INC.
CA	Moorpark	3387	888 New Los Angeles Ave	93021	805-517-2919	AW Safi Group
CA	Newport Beach	2807	4341 MacArthur Blvd	92660	949-664-5105	JFIVE, Inc.
CA	Norco	3428	1180 Hamner Ave	92860	951-520-1250	RAD Venture, LLC
CA	North Hollywood	4081	5200 Lankershim Blvd	91601	818-824-3402	KCNS LLC
CA	Norwalk	2948	12431 Norwalk Blvd	90650	562-868-1610	JJ Yeun Co.
CA	Orange	2819	130 S Main St	92868	714-385-1600	Atlas West, Inc.

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CA	Oxnard	3172	2170 N Rose Ave	93036	805-278-7470	Sandwich Sharks, LLC
CA	Palm Desert	3503	44489 Town Center Way	92260	760-341-7827	B.R. Murphy Enterprises, Inc.
CA	Pasadena	4022	10 N Raymond Ave	91103	626-356-4441	Atlas West, Inc.
CA	Porterville	3194	700 S Jaye St	93257	559-781-4546	FC Lisman Group, Inc.
CA	Rancho Cucamonga	3391	9670 Haven Ave	91730	909-481-5700	Atlas West, Inc.
CA	Riverside	2961	4270 Riverwalk Pkwy	92505	951-977-9672	RAD Ventures, LLC
CA	Riverside	3655	10277 Magnolia Ave	92503	(951) 354-2149	RAD Ventures, LLC
CA	Riverside	3656	3747 Central Ave	92506	951-779-0010	RAD Ventures, LLC
CA	Roseville	3270	1927 Douglas Blvd	95661	916-771-5009	PG2H, Inc.
CA	San Bernardino	3084	1060 E Harriman Pl	92408	909-799-7100	Miebeach Holdings, LLC
CA	San Clemente	2953	122 S El Camino Real	92672	949-481-6911	West Coast Cravings, Inc.
CA	Santa Clarita	2960	28257 Newhall Ranch Rd	91355	661-775-9900	The Free Radicalz at Newhall Ranch, LLC
CA	Stanton	2942	7029 Katella Ave	90680	714-229-3400	TroyLee Subs1 LLC
CA	Turlock	3651	3161 Geer Rd	95382	209-632-6200	GT Subs Inc.
CA	Upland	2874	813 W Foothill Blvd	91786	909-946-1100	Atlas West, Inc.
CA	Valencia	3209	25864 McBean Pkwy	91355	661-799-8000	The Free Radicalz at Granary SQ, LLC
CA	Ventura	3171	1780 S Victoria Ave	93003	805-654-9400	Sandwich Sharks, LLC
CA	Victorville	3540	14250 Bear Valley Rd	92392	760-955-6000	Vans Bros Legacy, LLC
CA	Visalia	1814	312 W Main St	93291	559-625-4546	The Sandwich Stations, Inc.
CA	Visalia	2207	2038 S Mooney Blvd	93277	559-635-4546	The Sandwich Stations, Inc.
CA	Visalia	2480	5223 W Walnut Ave	93277	559-625-7827	The Sandwich Stations, Inc.
CA	Whittier	3992	12376 Washington Blvd	90606	562-273-5775	CMM, LLC
CA	Yorba Linda	2962	4846 Valley View Ave	92886	714-579-6933	Lindmour Enterprises, LLC
CO	Arvada	1796	8410 Wadsworth Blvd	80003	303-867-3525	GH Food Group 2, LLC
CO	Arvada	1841	5220 Wadsworth Blvd	80002	303-420-0929	Mile High Subs, LLC
CO	Arvada	1922	12650 W 64th Ave	80004	303-940-5729	Phatsubs 1922, LLC
CO	Aurora	1468	4261 S Buckley Rd	80013	303-699-2500	BFCCO Inc.
CO	Aurora	3668	23903 E Prospect Ave	80016	303-699-1700	BFCCO Inc.
CO	Aurora	596	12501 E 17th Ave	80045	303-366-9000	GH Food Group, LLC
CO	Aurora	1164	3995 Lewiston St	80011	303-574-1200	GH Food Group, LLC
CO	Aurora	1038	14555 E Arapahoe Rd	80016	303-680-4400	Ham, LLC
CO	Aurora	1493	10551 E Garden Dr	80012	303-755-2020	Phatsubs 1493, LLC
CO	Aurora	1921	14302 E Cedar Ave	80012	303-577-0242	Phatsubs 1921, LLC
CO	Boulder	251	1125 13th St	80302	303-447-3200	Alarado Enterprises, LLC
CO	Boulder	669	3310 Arapahoe Ave	80303	303-447-3332	Alarado Enterprises, LLC



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CO	Broomfield	1057	625 Flatiron Marketplace Dr	80021	303-466-3111	GH Food Group 2, LLC
CO	Broomfield	1697	1240 E 1st Ave	80020	720-354-4444	Rupp Enterprises, LLC
CO	Broomfield	4115	16860 Sheridan Parkway	80023	720-617-2799	Sandwiches on HWY 7, LLC
CO	Canon City	2841	2255 Fremont Dr	81212	719-276-9999	The Gourmet Lady, LLC
CO	Castle Rock	1335	5646 Allen Way	80108	303-663-9998	GH Food Group, LLC
CO	Castle Rock	2628	390 S Wilcox St	80104	303-867-7770	GH Food Group, LLC
CO	Centennial	1265	20209 E Smoky Hill Rd	80015	303-699-6700	BFCCO Inc.
CO	Centennial	2949	7530 S University Blvd	80122	720-359-2465	Phatsubs 2949, LLC
CO	Centennial	633	7255 S Havana St	80112	303-662-1414	Savory Sandwiches Enterprises, LLC
CO	Clifton	1333	3203 I-70 Business Loop	81520	970-523-1792	Ventures with Clifton, LLC
CO	Colorado Springs	1237	1590 Briargate Blvd	80920	719-203-3278	GH Food Group, LLC
CO	Colorado Springs	2924	1353 Interquest Pkwy	80921	719-219-8250	GH Food Group, LLC
CO	Colorado Springs	968	1035 Garden of the Gods Rd	80907	719-590-7827	Hodges Enterprises of Colorado #1, LLC
CO	Colorado Springs	1112	5885 Stetson Hills Blvd	80923	719-597-7827	Hodges Enterprises of Colorado #2, LLC
CO	Colorado Springs	1312	4290 N Academy Blvd	80918	719-591-7827	Hodges Enterprises of Colorado #3, LLC
CO	Colorado Springs	1321	9275 N Union Blvd	80920	719-638-7827	Hodges Enterprises of Colorado #4, LLC
CO	Colorado Springs	2093	389 E Fillmore St	80907	719-633-7827	Hodges Enterprises of Colorado #5, LLC
CO	Colorado Springs	2126	817 Cheyenne Meadows Rd	80906	719-226-7827	Hodges Enterprises of Colorado #6, LLC
CO	Colorado Springs	2656	122 Tracker Dr	80921	719-487-7677	Hodges Enterprises of Colorado #7, LLC
CO	Colorado Springs	3052	3604 Hartsel Dr	80920	719-599-4206	Hodges Enterprises of Colorado #9, LLC
CO	Colorado Springs	3056	2710 S Academy Blvd	80916	719-434-4646	JJCS 3056, LLC
CO	Colorado Springs	969	10 S Tejon St	80903	719-227-7827	Sand Dollar, Inc.
CO	Commerce City	2965	10449 Chambers Rd	80022	303-853-4444	GH Food Group, LLC
CO	Denver	1840	3467 W 32nd Ave	80211	303-455-2055	1840, LLC
CO	Denver	1594	9135 E Northfield Blvd	80238	720-390-4545	GH Food Group, LLC
CO	Denver	2853	4958 Tower Rd	80249	303-353-2300	GMH Investments, LLC
CO	Denver	1420	7507 E 36th Ave	80238	303-339-3880	Hansen Sub Venture, Inc.
CO	Denver	2721	6110 E Colfax Ave	80220	303-316-4000	Kram LLC
CO	Denver	910	6300 E Hampden Ave	80222	303-756-4000	MR Companies, LLC
CO	Denver	1141	361 E Alameda Ave	80209	303-733-2620	PEAK Subs, LLC
CO	Denver	3247	2030 17th St.	80202	720-356-4220	Phatsubs 3247, LLC

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CO	Denver	673	1600 Stout St	80202	303-623-3370	Savory Sandwich Enterprises 2, LLC
CO	Denver	545	110 16th St Mall	80202	303-623-5050	Savory Sandwiches, Inc.
CO	Denver	1550	2075 S University Blvd	80210	303-282-7300	SPCO LLC
CO	Denver	1615	2325 E Colfax Ave	80206	303-399-4140	SPCO LLC
CO	Dillon	1688	324 Dillon Ridge Way	80435	970-468-9970	GH Food Group, LLC
CO	Durango	2779	1316 Main Ave	81301	970-259-0577	JJ of Durango LLC
CO	Englewood	3248	11804 E Oswego St	80112	720-728-6727	Phatsubs 3248, LLC
CO	Englewood	1302	3001 S Broadway	80113	303-781-6111	SPCO LLC
CO	Estes Park	4040	420 Steamer Dr	80517	970-586-4930	Alarado Enterprises, LLC
CO	Evergreen	4196	29057 Hotel Way	80439	303-353-2566	CWB Enterprises
CO	Fort Carson	2963	1515 Chiles Ave	80913	719-576-7827	GH Food Group, LLC
CO	Fort Carson	2964	3600 Magrath Ave	80913	719-579-7827	GH Food Group, LLC
CO	Fort Collins	546	2337 S Shields St	80526	970-493-7500	Hynds Bros., Inc.
CO	Fort Collins	641	1005 S Lemay Ave	80524	970-484-7300	Hynds Bros., Inc.
CO	Fort Collins	1129	4515 John F. Kennedy Pkwy	80525	970-282-1600	Hynds Bros., Inc.
CO	Fort Collins	3184	2860 E Harmony Rd	80528	970-223-7200	Hynds Bros., Inc.
CO	Fountain	2925	7965 Fountain Mesa Rd	80817	719-382-3050	GH Food Group, LLC
CO	Fruita	3977	532 Raptor Rd	81521	970-639-8851	Ventures with Fruita, LLC
CO	Glendale	1676	1140 S Colorado Blvd	80246	303-757-1080	Ham, LLC
CO	Glenwood Springs	1849	1331 Grand Ave	81601	970-230-9044	Ventures with Altitude, LLC
CO	Golden	1066	1299 Washington Ave	80401	303-278-2691	Phatsubs 1066, LLC
CO	Grand Junction	1147	2502 Hwy 6 and Hwy 50	81505	970-243-1752	Ventures with GJ, LLC
CO	Grand Junction	3230	1230 N 12th St	81501	970-549-4001	Ventures with Mesa, LLC
CO	Greeley	1266	4629 Centerplace Dr	80634	970-339-3999	Big Oil & Gas, LLC
CO	Greeley	457	2644 11th Ave	80631	970-392-9999	Big Oil, LLC
CO	Greeley	4016	6925 W 10th St	80634	970-515-5330	Colorado Black Gold, LLC
CO	Greenwood Village	1259	6570 S Yosemite St	80111	303-740-2046	Phatsubs, LLC
CO	Greenwood Village	455	4682 S Yosemite St	80111	303-741-4100	Savory Sandwiches, Inc.
CO	Highlands Ranch	3939	9567 S University Blvd	80126	303-862-5221	EAM LLC
CO	Highlands Ranch	1551	9325 Dorchester St	80129	303-470-3055	Killian Enterprises 1551, LLC
CO	Lakewood	1412	7850 W Alameda Blvd	80226	303-984-1711	1412, LLC
CO	Lakewood	757	7355 W Colfax Ave	80214	303-238-4424	757, LLC
CO	Lakewood	807	12093 W Alameda Pkwy	80228	720-502-5035	Savory Sandwich Enterprises 3, LLC
CO	Lakewood	1173	14710 W Colfax Ave	80401	303-278-8177	Subinator, LLC

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CO	Lakewood	3397	3255 S Wadsworth Blvd	80227	720-541-7434	Summit Subs, LLC
CO	Littleton	1968	12482 W Ken Caryl Ave	80127	720-255-2213	Killian Enterprises 1968, LLC
CO	Littleton	1494	91 W Mineral Ave	80120	303-738-1777	Phatsubs 1494, LLC
CO	Littleton	3899	5846 S. Wadsworth Blvd	80123	303-973-7387	ROTHFAM HOLDINGS, LLC
CO	Littleton	1024	2610 W Belleview Ave	80123	303-794-1666	SPCO LLC
CO	Lone Tree	635	9234 Park Meadows Dr	80124	303-708-1999	Savory Sandwiches Enterprises 4, LLC
CO	Longmont	1094	210 Ken Pratt Blvd	80501	303-772-7769	Alarado Enterprises, LLC
CO	Longmont	1431	2318 17th Ave	80501	303-651-6181	Alarado Enterprises, LLC
CO	Louisville	2668	994 W Dillon Rd	80027	303-597-0166	Alarado Enterprises, LLC
CO	Loveland	1852	1569 Falls River Dr	80538	970-624-6077	GH Food Group, LLC
CO	Montrose	3249	221 S 5th St	81401	970-240-7908	KARpe Mayo, LLC
CO	Monument	2642	1773 Lake Woodmoor Dr	80132	719-418-5085	GH Food Group, LLC
CO	Northglenn	2673	100 E 120th Ave	80233	303-350-4100	JJ's of 120th & Grant
CO	Parker	1815	11411 S Twenty Mile Rd	80134	303-840-1220	GH Food Group, LLC
CO	Parker	2615	18320 Cottonwood Dr	80138	303-840-6446	ISW, Inc.
CO	Peyton	2926	11605 Meridian Market View	80831	719-886-7827	Hodges Enterprises of Colorado #8, LLC
CO	Pueblo	1598	4016 W Northern Ave	81005	719-225-7196	GH Food Group 2, LLC
CO	Pueblo	3735	3139 N Elizabeth St	81008	719-621-4939	Pueblo Sandwich Lady, LLC
CO	Pueblo	3734	76 S Dunlap Dr	81007	719-924-9193	Pueblo Sandwich Lady, LLC
CO	Steamboat Springs	1894	1755 Central Park Dr	80487	970-761-2580	SPCO LLC
CO	Sterling	3420	831 W Main St	80751	970-521-7777	SPCO LLC
CO	Thornton	2411	3954 E 120th Ave	80233	720-599-3300	JJ's of 120th and Colorado, LLC
CO	Thornton	1195	9645 Washington St	80229	303-252-7827	Rupp Enterprises, LLC
CO	Westminster	3471	8725 Sheridan Blvd	80003	303-426-4348	GH Food Group Colorado, LLC
CO	Westminster	2707	14315 Orchard Pkwy	80023	303-830-4333	JJ's of 144th and Huron, LLC
CO	Windsor	3722	1180 Main St	80550	970-674-1694	GH Food Group, LLC
CO	Woodland Park	2822	407 E Grace Ave	80863	719-686-6688	JJCS #2822, LLC
DC	Washington	2071	1208 G St NW	20005	202-737-2400	12G JJ Sandwiches, LLC
DC	Washington	1350	1101 14th St NW	20005	202-842-0490	14L JJ Sandwich Company
DC	Washington	3259	1408 U St NW	20009	202-827-4685	14U Sandwiches, LLC
DE	Newark	2790	1111 Churchmans Rd	19713	302-454-1115	G AND M CHRISTIANA 2790, LLC
DE	Wilmington	2005	824 N Market St	19801	302-777-1300	G AND M WILMINGTON 2005, LLC
FL	Altamonte Springs	1221	821 S State Rd 434	32714	407-253-3989	Fast Sandwich, LLC
FL	Aventura	2422	21213 Biscayne Blvd	33180	786-323-0205	TOSSITUP 2422, INC.
FL	Boca Raton	262	861 Yamato Rd	33431	561-995-7077	Bon Vivant of Florida, Inc.

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FL	Boca Raton	3053	2001 NW 2nd Ave	33431	561-362-9450	Miller Franchise Group, LLC
FL	Boynton Beach	263	1100 N Congress	33426	561-737-7301	Hellman LLC
FL	Bradenton	1879	5300 Manatee Ave W	34209	941-896-8811	Bub's Subs Manatee, Inc
FL	Bradenton	2828	6923 E State Rd 70	34203	941-758-7700	Mitchell Management of Florida, Inc.
FL	Bradenton	2829	6228 14th St W	34207	941-900-1105	Mitchell Management of Florida, Inc.
FL	Brandon	1789	659 W Brandon Blvd	33511	813-661-1500	Mitchell Management of Florida, Inc.
FL	Brooksville	2333	13211 Cortez Blvd	34613	352-592-7500	The Coconut Telegraph of Brooksville LLC
FL	Cape Coral	2295	822 Del Prado Blvd S	33990	239-458-4600	Rockstar Investments of Southwest Florida, LLC
FL	Clearwater	1513	2325 Ulmerton Rd	33762	727-571-3278	Gulf Coast JJ's - St. Petersburg, LLC
FL	Clearwater	1082	553 S Fort Harrison	33756	727-210-2364	TKJ Ventures, Inc.
FL	Clermont	1734	2517 S Hwy 27	34711	352-989-5012	CanDo Clermont, Inc.
FL	Cocoa Beach	2119	3670 N Atlantic Ave	32931	321-613-0500	BIG RED SUBS, LLC
FL	Coconut Creek	1803	6970 N SR-7	33073	954-596-9991	CCJJ, Inc.
FL	Coral Gables	576	125 Miracle Mile	33134	305-447-9900	TOSSITUP 576, INC.
FL	Coral Springs	1774	2346 N University Dr	33065	954-340-3652	TOSSITUP 1774, INC
FL	Crestview	3451	3285 S Ferdon Blvd	32536	850-398-8885	Beach Club Subs, Inc.
FL	Daytona	901	2258 W International Speedway Blvd	32114	386-253-2811	Triebel Family Enterprises, Inc.
FL	Daytona	1640	151 S Ridgewood Ave	32114	386-323-9828	Triebel Family Foods, Inc
FL	Daytona Beach	3820	315 N Atlantic Ave	32118	386-317-2051	Triebel Family Foods, Inc
FL	Deerfield Beach	3229	1137 S Military Trail	33442	954-571-9511	SRMJJ, LLC
FL	Deerfield Beach	2608	2531 W Sample Rd	33073	954-933-7871	TOSSITUP 2608, INC
FL	Deland	2969	247 N Woodland Blvd	32720	386-337-7902	11 Alpha Enterprises, LLC
FL	Delray Beach	2075	1911 S Federal Hwy	33483	561-243-1100	JJ Delray Beach Inc
FL	Destin	2134	983 Hwy 98 E	32541	850-460-7755	Emerald Coast Subs
FL	Doral	1817	10678 NW 19th St	33172	305-463-0606	TOSSITUP 1817, INC.
FL	Estero	801	21740 Tamiami Trl S	33928	239-992-1152	Jimmy John's of Estero, Inc.
FL	Fernandina Beach	3817	1521 Sadler Rd	32034	904-775-5091	Coastal Subs LLC
FL	Florida City	2467	33550 S Dixie Hwy	33034	305-246-0504	DCFLJJI, LLC
FL	Fort Lauderdale	1149	1135 S Federal Hwy	33316	954-467-1777	Beep Group Lauderdale1, Inc.
FL	Fort Lauderdale	2661	729 NW 6th St	33311	954-763-8686	BEEP Group Sistrunk, Inc.
FL	Fort Lauderdale	2298	1501 E Commercial Blvd	33334	954-491-3434	TOSSITUP 2298 INC.
FL	Fort Myers	1324	9918 Gulf Coast Main St	33913	239-454-0007	Jimmy John's of Estero, Inc.
FL	Fort Myers	1916	16240 Summerlin Rd	33908	239-243-8454	Rockstar Investments of Southwest Florida, LLC

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FL	Fort Myers	2056	2705 Cleveland Ave	33901	239-561-5555	Rockstar Investments of Southwest Florida, LLC
FL	Fort Myers	2551	8110 College Pkwy	33919	239-454-7777	Rockstar Investments of Southwest Florida, LLC
FL	Fort Myers	3147	9390 Six Mile Cypress Pkwy	33966	239-785-3333	Rockstar Investments of Southwest Florida, LLC
FL	Fort Pierce	2476	1409 S US Hwy 1	34950	772-448-8585	Treasure Coast JJ, LLC
FL	Fort Walton Beach	2418	44 Eglin Pkwy NE	32548	850-586-7111	Emerald Coast Subs II, LLC
FL	Fort Walton Beach	3452	792 Beal Pkwy NW	32547	850-586-7141	Emerald Coast Subs IV, LLC
FL	Gainesville	441	2220 SW Archer Rd	32608	352-271-7600	Starboard of Gainesville, LLC
FL	Gainesville	442	1724 W University Ave	32603	352-375-7222	Starboard of Gainesville, LLC
FL	Gainesville	2644	4123 NW 16th Blvd	32605	352-727-7722	Starboard of Gainesville, LLC
FL	Gainesville	2645	3205 Clark Butler Blvd	32608	352-745-7766	Starboard of Gainesville, LLC
FL	Hollywood	1763	4322 Hollywood Blvd	33021	954-981-3004	VVQ, LLC
FL	Homestead	3032	1810 NE 8th St	33033	305-248-3803	DC FL JJ II, LLC
FL	Inverness	3479	821 W Main St	34450	352-637-3278	Coconut Telegraph of Inverness, LLC
FL	Jacksonville	2457	12553 Bartram Park Blvd	32258	904-634-7468	FF3 LLC
FL	Jacksonville	1017	9823 Tapestry Park Circle	32246	904-642-8188	FF5 LLC
FL	Jacksonville	1966	9971 Baymeadows Rd	32256	904-997-8818	Freaky Fast LLC
FL	Jacksonville	1767	11702 Beach Blvd	32246	904-642-8288	JAX SUBS, LLC
FL	Jacksonville	2023	510 Airport Center Dr	32218	904-503-4085	JBT Holdings Inc.
FL	Jacksonville	1464	1725 Hendricks Ave	32207	904-400-7827	Starboard of Gainesville, LLC
FL	Jacksonville	1648	7159 Philips Hwy	32216	904-400-6199	Starboard of Gainesville, LLC
FL	Jacksonville	1842	630 Park St	32204	904-400-6688	Starboard of Gainesville, LLC
FL	Jacksonville	2174	11616 San Jose Blvd	32233	904-674-2255	Starboard of Gainesville, LLC
FL	Jacksonville	2660	201 N Laura St	32202	904-400-7171	Starboard of Gainesville, LLC
FL	Jacksonville Beach	2659	506 Beach Blvd	32250	904-746-7200	Starboard of Gainesville, LLC
FL	Jupiter	710	3755 Military Trail	33458	561-748-7827	FingerLincolnGood LLC
FL	Lakeland	1407	125 N Kentucky Ave	33801	863-688-3118	Law and Order Hospitality, LLC
FL	Lakeland	1639	4128 S Florida Ave	33813	863-644-9694	Law and Order Hospitality, LLC
FL	Lynn Haven	3280	2205 S Hwy 77	32444	850-271-1640	BT Hawkeyes, LLC
FL	Maitland	1893	400 S Orlando Ave	32751	407-622-0900	Fast Sandwich, LLC
FL	Melbourne	3592	7830 N Wickham Rd	32940	321-255-0602	Big Red Subs Viera, LLC
FL	Melbourne	3069	760 N Wickham Rd	32935	321-610-3287	MR Subs of Melbourne II, LLC
FL	Melbourne	2066	1508 S Babcock St	32901	321-473-8477	MR Subs of Melbourne, LLC
FL	Miami	1454	2921 Biscayne Blvd	33137	786-456-4498	TOSSITUP 1454, INC.
FL	Miami	2322	1050 NW 14th St	33136	786-621-7600	TOSSITUP 2322, INC
FL	Miami	719	1221 Brickell Ave	33131	786-517-2400	TOSSITUP 719, INC.
FL	Miami	971	45 W Flagler	33136	305-403-5900	TOSSITUP 971, INC.

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FL	Miramar	2202	14653 Miramar Pkwy	33027	954-432-3032	Kapra LLC
FL	Miramar Beach	3290	780 Grand Blvd	32550	850-460-8660	Emerald Coast Subs III, LLC
FL	Naples	1665	1201 Piper Blvd	34110	239-593-3000	FL West Coast Sandwiches LLC
FL	Naples	1868	6434 Naples Blvd	34109	239-566-3333	H&R Double Venture LLC
FL	Naples	4128	2500 Tamiami Trail N	34103	239-268-4250	PACA Sandwiches, LLC
FL	Ocala	3498	43 S Pine Ave	34471	352-671-2770	JJ's of Ocala, LLC
FL	Oldsmar	2346	3970 Tampa Rd	34677	813-925-1500	Oldsmar JJ, LLC
FL	Orlando	743	4206 E Plaza Dr	32816	407-882-2222	B Bros, Inc.
FL	Orlando	1077	2 S Orange Ave	32801	407-423-1800	Fast Sandwich, LLC
FL	Orlando	1222	2323 S Orange Ave	32806	407-423-5700	Fast Sandwich, LLC
FL	Orlando	1456	464 N Alafaya Trail	32828	407-381-7827	Fast Sandwich, LLC
FL	Orlando	1457	3164 E Colonial Dr	32803	407-893-4811	Fast Sandwich, LLC
FL	Orlando	1578	7335 Sand Lake Rd W	32819	407-363-0244	Fast Sandwich, LLC
FL	Orlando	1709	6125 S Semoran Blvd	32822	407-852-2828	Fast Sandwich, LLC
FL	Orlando	3790	9442 Narcoossee Rd	32827	407-412-6657	Fast Sandwich, LLC
FL	Ormond Beach	610	300 W Granada Blvd	32174	386-676-6777	Triebel Family Enterprises, Inc.
FL	Pace	4041	4614 Hwy 90	32571	850-995-0459	Beach Club Subs, Inc.
FL	Palm Beach Gardens	261	3976 Northlake Blvd	33403	561-627-4101	Bon Vivant of Florida, Inc.
FL	Palm Beach Gardens	2543	11290 Legacy Ave	33410	561-627-4747	FingerLincolnGood LLC
FL	Palm Coast	3959	50 Plaza Dr	32137	386-276-3414	Team Judd, LLC
FL	Palm Harbor	3533	34190 US Hwy 19 N	34684	727-216-6335	A & B Subs, LLC
FL	Palmetto Bay	4121	9823 E Hibiscus Street	33157	786-655-9865	DC FL JJ 3, LLC
FL	Panama City Beach	2740	100 Pier Park Dr	32413	850-230-6301	BT Hawkeyes, LLC
FL	Pembroke Pines	1257	205 N Hiatus Rd	33026	954-885-2004	Quain Enterprises, LLC
FL	Pensacola	1999	720 N Navy Blvd	32507	850-607-7955	Blue Boiler Cats 1999, Inc.
FL	Pensacola	2754	4771 Bayou Blvd	32503	850-494-9900	Blue Boiler Cats 2754, Inc.
FL	Pensacola	3022	501 E Gregory St	32502	850-607-7788	Blue Boiler Cats 3022, Inc.
FL	Pensacola	3323	5331 N Palafox St	32505	850-912-4711	Blue Boiler Cats 3323, Inc.
FL	Pensacola	1891	7175-A N Davis Hwy	32504	850-475-4111	Country Club Subs, Inc.
FL	Plant City	3087	2424 James L. Redman Pkwy	33566	813-756-5897	Sub of a Beach, LLC
FL	Pompano Beach	2018	2240 N Federal Highway	33062	954-782-0011	My Lunch Money LLC
FL	Port Orange	481	3661 S Clyde Morris Blvd	32129	386-304-0104	Triebel Family Foods, Inc
FL	Port Richey	2379	9308 US Hwy 19	34668	727-844-7000	Numismatic Subs, LLC

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FL	Port St. Lucie	1619	1785 NW Saint Lucie W Blvd	34986	772-873-6899	RJM Gourmet Sandwiches Inc.
FL	Port St. Lucie	333	1111 SE Port St Lucie Blvd	34952	772-337-3110	Treasure Coast Gourmet Subs, Inc.
FL	Royal Palm Beach	1101	155 S State Rd 7	33414	561-333-7825	Jademaster, LLC
FL	Sarasota	856	1626 Ringling Blvd	34236	941-365-8300	Gulf Coast JJ - Sarasota, LLC
FL	Sarasota	2060	5304 Clark Rd	34233	941-923-6000	Mitchell Management of Florida, Inc.
FL	South Miami	2729	5701 Sunset Dr	33143	786-476-8700	TOSSITUP 2729, INC.
FL	St. Augustine	2858	1000 S Ponce De Leo Blvd	32084	904-829-5606	Freaky Fast 2
FL	St. Petersburg	1127	1410 66th St	33710	727-344-0100	Gulf Coast Capital, Inc.
FL	St. Petersburg	1404	750 4th St N	33701	727-894-3300	Gulf Coast JJ's - St. Petersburg, LLC
FL	St. Petersburg	3187	10195 Bay Pines Blvd	33708	727-767-0700	Mitchell Management of Florida, Inc.
FL	Stuart	4275				RI- Vival Sandwiches, LLC
FL	Summerfield	4075	17860 SE 109th Ave	34491	352-693-2413	Maroko, LLC
FL	Sunrise	1940	12679 W Sunrise Blvd	33323	954-615-1045	DEBEDIS, LLC
FL	Tallahassee	169	2047 W Pensacola St	32304	850-575-9511	M & R Foods II, LLC
FL	Tallahassee	170	1925 Apalachee Pkwy	32303	850-942-9929	M & R Foods III, LLC
FL	Tallahassee	171	1890 Thomasville Rd	32303	850-577-3557	M & R Foods IV, LLC
FL	Tallahassee	172	1450 Timberlane Rd	32312	850-421-0589	M & R Foods V, LLC
FL	Tallahassee	173	699 W Gaines St	32304	850-583-8952	M & R Foods VI, LLC
FL	Tallahassee	174	1704 Capital Cir NE	32308	850-210-1271	M & R Foods VII, LLC
FL	Tallahassee	168	1080 W Tennessee St	32304	850-521-9988	M & R Foods, LLC
FL	Tamarac	4095	2550 W Commercial Blvd	33309	954-314-7507	PAFINOLA I LLC
FL	Tampa	3039	2806 E Bearss Ave	33613	813-284-5144	BIJU, LLC
FL	Tampa	1307	533 S Howard Ave	33606	813-849-9050	Mitchell Management of Florida, Inc.
FL	Tampa	1440	2537 Dale Mabry Hwy	33607	813-350-9604	Mitchell Management of Florida, Inc.
FL	Tampa	1441	12821 N Dale Mabry Hwy	33618	813-962-3940	Mitchell Management of Florida, Inc.
FL	Tampa	1562	4546 W Kennedy Blvd	33609	813-288-7322	Mitchell Management of Florida, Inc.
FL	Tampa	3029	4248 S Dale Mabry Hwy	33611	813-513-8889	Mitchell Management of Florida, Inc.
FL	Tampa	3030	4901 W Waters Ave	33634	813-999-4511	Mitchell Management of Florida, Inc.
FL	Tampa	3612	10310 Causeway Blvd	33619	813-522-6656	Mitchell Management of Florida, Inc.
FL	Tampa	1083	514 N Franklin St	33602	813-272-2527	Zelwin, LLC
FL	Tampa	1831	1600 E 8th Ave	33605	813-241-9600	Zelwin, LLC

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FL	Tampa	403	2345 E Fowler Ave	33612	813-975-4100	Zelwin3, LLC
FL	Tavares	2105	458 E Burleigh Blvd	32778	352-253-2300	Maroko, LLC
FL	Vero Beach	2983	5445 20th St	32966	772-999-5688	RC Squared Foods, LLC
FL	Wesley Chapel	4105	1257 Bruce B Downs Blvd	33544	813-501-4090	Mitchell Management of Florida, Inc.
FL	West Palm Beach	260	330 Clematis St	33401	561-833-7827	Bon Vivant of Florida, Inc.
FL	West Palm Beach	3404	3111 45th St	33407	561-619-6510	Core7, LLC
FL	West Palm Beach	3995	1540 Palm Beach Lakes Blvd	33401	561-904-6990	Core7, LLC
FL	West Palm Beach	1896	7750 Okeechobee Blvd	33411	561-689-3334	Freaky-Fast-Friends, Inc.
FL	Weston	1470	4533 Weston Rd.	33331	954-659-7749	West Q, LLC
FL	Winter Park	953	1340 Orange Ave	32789	407-644-0055	Total Tippett Subs, LLC
FL	Winter Springs	1751	5950 Red Bug Lake Rd	32708	407-388-0931	Swetey Sub Shop, LLC
GA	Acworth	2358	3450 Cobb Pkwy NW	30101	678-501-6012	Bassler Acquisitions, LLC
GA	Albany	3417	2700 Dawson Rd	31707	229-483-0044	Starboard of Albany, LLC
GA	Alpharetta	768	875 N Main St	30009	770-569-4747	BCP Partners
GA	Alpharetta	4116	1155 Bluegrass Ct	30004	678-587-5633	JRX6 Enterprises, Inc.
GA	Alpharetta	1603	4180 Old Milton Pkwy	30009	678-319-1020	Rippin Fast Subs, LLC
GA	Athens	313	600 W Baxter St	30601	706-613-0500	Abdou Enterprises, LLC
GA	Athens	1978	2301 College Station Rd	30605	706-543-5411	Abdou Enterprises, LLC
GA	Atlanta	9600	1425 Ellsworth Industrial Blvd. NW	30318		Alliance Kitchen, LLC (JJF)
GA	Atlanta	975	1921 Peachtree Rd	30309	404-352-1111	JJ's of Atlanta, LLC
GA	Atlanta	1175	3324 A Peachtree Rd NE	30326	404-848-7181	JJ's of Atlanta, LLC
GA	Atlanta	986	925 Peachtree St NE	30309	404-853-3443	JJ's of Atlanta, LLC
GA	Atlanta	1327	2941 Paces Ferry Rd SE	30339	770-874-3285	JJ's of Atlanta, LLC
GA	Atlanta	1604	60 Luckie St	30303	404-474-6330	JJ's of Atlanta, LLC
GA	Atlanta	1866	1375 Peachtree St NE	30309	404-748-9469	JJ's of Atlanta, LLC
GA	Atlanta	2183	1574 N Decatur Rd	30307	404-600-3498	JJ's of Atlanta, LLC
GA	Atlanta	2318	1684 Monroe Dr NE	30324	404-809-3730	JJ's of Atlanta, LLC
GA	Atlanta	2121	5626 Fulton Industrial Blvd	30336	404-637-0350	JJ's of Greater Atlanta, LLC
GA	Atlanta	444	365 14th St NW	30318	404-892-8080	Old Cord I LLC
GA	Atlanta	788	400 W Peachtree St NW	30308	404-522-5150	Old Cord II LLC
GA	Atlanta	2606	1605 Howell Mill Rd	30318	678-702-8400	Old Cord IV LLC
GA	Atlanta	3303	580 Woodward Ave SE	30312	404-800-7970	Old Cord VI, LLC
GA	Augusta	1096	1129 Agerton Ln	30909	706-922-4444	Make Your Mouth Happy, Inc.



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GA	Austell	2345	3999 Austell Rd	30106	678-945-5556	H EST – 2345 Austell LLC
GA	Brunswick	4228	90 Scranton Connector	31525	912-617-8100	HRBWK, LLC
GA	Buford	3566	2033 Buford Hwy	30518	678-765-0241	JJ's of Atlanta, LLC
GA	Canton	3012	2026 Cumming Hwy	30115	770-224-6939	JJ's of Atlanta, LLC
GA	Carrollton	2701	1213 Maple St	30117	770-830-6962	WTR Enterprises Inc.
GA	Cartersville	3867	402 E Church St	30121	678-719-8959	3 JAMB Ventures, LLC
GA	Columbus	1213	3127 Macon Rd	31906	706-507-2020	WTR Enterprises Inc.
GA	Covington	2738	3283 Hwy 278 NE	30014	678-712-6981	CCL Group
GA	Cumming	3726	405 Peachtree Pkwy	30041	770-889-5858	JRX6 Enterprises, Inc.
GA	Cumming	2114	950 Buford Hwy	30041	678-947-2834	Miller Restaurants, LLC
GA	Decatur	1605	335 W Ponce De Leon Ave	30030	404-474-6999	JJ's of Atlanta, LLC
GA	Duluth	1678	2040 Pleasant Hill Road	30096	770-495-5933	T2B ENTERPRISES, LLC
GA	Duluth	2648	6575 Sugarloaf Pkwy	30097	770-545-8111	T2B ENTERPRISES, LLC
GA	Dunwoody	3871	5479 Chamblee Dunwoody Rd	30338	678-395-3021	Shakti LLC
GA	East Point	3228	3515 Camp Creek Pkwy	30344	404-349-4927	4th Village LLC
GA	Evans	2141	4274 Washington Rd	30809	706-432-8554	Make Your Mouth Happy, Inc.
GA	Forest Park	2032	4568 Old Dixie Hwy	30297	678-949-9934	JJ's of Atlanta, LLC
GA	Gainesville	1133	333 Jesse Jewell Pkwy	30501	770-534-9152	My Subs of Gainesville, LLC
GA	Hapeville	2506	801 Doug Davis Dr	30354	404-767-2661	JJ's of Atlanta, LLC
GA	Hinesville	3975	110 W General Screven Way	31313	912-463-4705	BASX2 Enterprises
GA	Hiram	3957	66 Hiram Douglasville Highway	30141	770-222-3170	The HOGUE Establishment, LLC
GA	Kennesaw	1723	1133 Chastain Rd	30144	678-310-0766	Peach State Subs, LLC
GA	Lawrenceville	1937	4850 Sugarloaf Pkwy	30044	678-985-1717	T2B ENTERPRISES, LLC
GA	Lawrenceville	2647	531 W Pike St	30046	678-878-2916	T2B ENTERPRISES, LLC
GA	Lithia Springs	2901	853 Thornton Rd	30122	678-945-0206	WTR Enterprises Inc.
GA	Macon	1942	4650 Forsyth Rd	31210	478-238-5201	Three Ten Partners, LLC
GA	Macon	3611	781 Spring St	31201	478-812-8887	Three Ten Partners, LLC
GA	Marietta	3098	270 Cobb Pkwy	30060	770-575-3052	JJ's of Atlanta, LLC
GA	Marietta	1606	801 Church St NE	30060	678-581-4550	JJ's of Atlanta, LLC
GA	Marietta	2014	1337 Powers Ferry Rd SE	30067	678-324-3630	JJ's of Atlanta, LLC
GA	McDonough	2431	1419 Hwy 20 W	30253	678-782-5955	Subspot LLC
GA	Milledgeville	3458	100 S Wilkinson St	31061	478-344-0444	Abiry, LLC
GA	Newnan	2185	51 Newnan Crossing Bypass	30265	770-254-0303	WTR Enterprises Inc.
GA	Norcross	946	4870 Peachtree Industrial Blvd NW	30071	770-274-0345	JJ's of Atlanta, LLC

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GA	Norcross	2744	1560 Indian Trail Lilburn Rd	30093	678-723-5429	T2B ENTERPRISES, LLC
GA	Peachtree City	1857	2800 W Hwy 54	30269	770-631-7961	WTR Enterprises Inc.
GA	Peachtree Corners	1860	6135 Peachtree Pkwy	30092	678-990-9150	The Big Ham, LLC
GA	Pooler	3264	155 Traders Way	31322	912-748-1200	BASX2 Enterprises
GA	Roswell	2958	1425 Market Blvd	30076	770-993-6870	Krishna Management, LLC
GA	Roswell	1672	875 Mansell Rd	30076	770-998-0100	T2B ENTERPRISES, LLC
GA	Sandy Springs	1294	6064 Roswell Rd	30328	404-252-1052	Sandy Subs, LLC
GA	Savannah	1388	7 E Congress St	31401	912-234-8788	KHC of Savannah, LLC
GA	Savannah	1829	11605 Abercorn St	31419	912-961-4098	KHC of Savannah, LLC
GA	Smyrna	2182	3100 Highlands Pkwy	30082	678-293-5855	JJ's of Atlanta, LLC
GA	Snellville	2122	1850 Scenic Hwy N	30078	770-985-3838	Sandhill Subs, LLC
GA	St. Simons Island	4113	1612 Frederica Road	31522	912-268-2100	Henshaw Restaurants, LLC
GA	Statesboro	1326	100 Brampton Ave	30458	912-681-6868	JJ's of Atlanta, LLC
GA	Stockbridge	2603	600 Eagles Landing Pkwy	30281	678-782-5102	JJ's of Atlanta, LLC
GA	Suwanee	1069	3630 Peachtree Pkwy	30024	770-232-4554	Big Boy Pants LLC
GA	Suwanee	2128	3429 Lawrenceville- Suwanee Rd	30024	678-730-7230	T2B ENTERPRISES, LLC
GA	Thomasville	3570	13791 US Hwy 19 S	31792	229-236-4040	CNG Enterprises II, LLC
GA	Tifton	3903	2219 Tift Ave N	31794	229-463-0001	CNG Enterprise II, LLC
GA	Tucker	2591	4280 La Vista Rd	30084	770-686-3771	JJ's of Atlanta, LLC
GA	Valdosta	1078	1337 Baytree Rd	31602	229-333-9747	CNG Enterprise II, LLC
GA	Warner Robins	2805	3123 Watson Blvd	31093	478-953-2222	JJ's of Atlanta, LLC
GA	Winder	3645	41 E May St	30680	770-791-0001	ODB VENTURES LLC
GA	Woodstock	1969	12201 Hwy 92	30188	770-693-9140	FF Ventures, LLC
GA	Woodstock	2330	121 Lauren Ln	30189	678-445-1500	FF Ventures, LLC
IA	Altoona	1269	301 Center Pl SW	50009	515-967-6464	AMD10, LLC
IA	Ames	11	135 Welch Ave	50014	515-292-2868	Merchant Investments, Inc.
IA	Ames	96	4518 Mortensen Rd	50014	515-292-4444	Merchant Investments, Inc.
IA	Ames	538	2801 Grand Ave	50010	515-232-7827	Merchant Investments, Inc.
IA	Ames	794	716 S Duff Ave	50010	515-232-4567	Merchant Investments, Inc.
IA	Ames	1757	2721 E 13th St	50010	515-232-9344	Merchant Investments, Inc.
IA	Ankeny	360	113 SE Delaware Ave	50021	515-965-0987	Merchant Investments, Inc.
IA	Ankeny	1449	202 S Ankeny Blvd	50021	515-965-5830	Merchant Investments, Inc.
IA	Ankeny	2453	1315 SW Oralabor Rd	50023	515-289-0007	Merchant Investments, Inc.
IA	Ankeny	3287	240 NW 36th St	50023	515-963-9744	Merchant Investments, Inc.
IA	Arnolds Park	1778	228 N Hwy 71	51331	712-332-2305	JJ's @ The Lakes, Inc.
IA	Bettendorf	632	3537 Middle Road	52722	563-355-6999	JJ's of Macomb, Inc.
IA	Burlington	2039	3310 W Agency Rd	52601	319-752-9000	JJ's of Macomb, Inc.
IA	Carroll	2622	427 E 6th St	51401	712-775-2468	CSE-Carroll, Inc.
IA	Cedar Falls	496	2016 College St	50613	319-266-9977	Graber & Motzer Enterprises, Inc.

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IA	Cedar Falls	2490	421 Viking Plaza Dr	50613	319-266-1111	XSand Viking, LLC
IA	Cedar Rapids	602	4701 1st Ave SE	52402	319-832-1008	G & M Cedar Rapids #1, Inc
IA	Cedar Rapids	1170	2315 Edgewood Rd SW	52404	319-654-9900	G & M Cedar Rapids #2, Inc
IA	Cedar Rapids	1908	411 3rd St SE	52401	319-364-4024	G & M Cedar Rapids #3, Inc.
IA	Cedar Rapids	2674	5100 Fountains Dr NE	52411	319-393-5555	G&M CR#4 LLC
IA	Cedar Rapids	3517	1121 Blairs Ferry Rd NE	52402	319-393-1080	G&M CR5, LLC
IA	Cedar Rapids	3496	6600 Kirkwood Blvd SW	52404	319-200-2305	MBS Enterprises, LLC
IA	Cedar Rapids	3497	1420 1st Avenue NE	52402	319-200-1119	MBS Enterprises, LLC
IA	Clinton	1090	830 N Second St	52732	563-242-3242	MJ Foods, LLC
IA	Clinton	1244	2750 S 16th St	52732	563-559-2215	MJ Foods, LLC
IA	Clive	2450	1500 NW 86th St	50325	515-225-6108	Merchant Investments, Inc.
IA	Clive	3282	12871 University Ave	50325	515-225-1211	Merchant Investments, Inc.
IA	Coralville	1755	2451 2nd St	52241	319-466-7441	Merchant Investments, Inc.
IA	Council Bluffs	838	1640 W Broadway	51501	712-256-6330	Mitchell Management Co
IA	Council Bluffs	1111	418 E Broadway	51503	712-256-5402	Mitchell Management Co
IA	Council Bluffs	2712	531 30th Ave	51501	712-256-9255	Mitchell Management Co
IA	Davenport	642	1323 W Locust St	52804	563-324-1114	Best Samwich Stores, Inc.
IA	Davenport	863	2406 E 53rd St	52807	563-441-0007	Best Samwich Stores, Inc.
IA	Des Moines	280	2416 University Ave	50311	515-271-5566	Merchant Investments, Inc.
IA	Des Moines	281	3839 Merle Hay Rd	50310	515-251-7827	Merchant Investments, Inc.
IA	Des Moines	1087	1230 Locust St	50391	515-243-7827	Merchant Investments, Inc.
IA	Des Moines	1200	422 E Locust	50309	515-244-3252	Merchant Investments, Inc.
IA	Des Moines	1448	4926 SE 14th St	50320	515-285-7827	Merchant Investments, Inc.
IA	Des Moines	2449	3918 Fleur Dr	50321	515-953-7435	Merchant Investments, Inc.
IA	Des Moines	2473	300 W Martin Luther King Junior Pkwy	50309	515-243-2933	Merchant Investments, Inc.
IA	Dubuque	513	1650 John F Kennedy	52002	563-690-0213	MBS Enterprises, LLC
IA	Dubuque	1770	356 Main St	52001	563-582-9500	MBS Enterprises, LLC
IA	Dubuque	4234	2515 NW Arterial	52002	563-239-1376	MBS Enterprises, LLC
IA	Fort Dodge	2461	3022 5th Ave S	50501	515-955-5588	AMD8, LLC
IA	Grimes	2452	2810 SE Grimes Blvd	50111	515-986-7197	Merchant Investments, Inc.
IA	Grinnell	2103	812 6th Ave	50112	641-236-0199	Merchant Investments, Inc.
IA	Indianola	1091	1011 N Jefferson Way	50125	515-962-5050	AMD7, LLC
IA	Iowa City	272	130 E Washington	52240	319-358-0000	Merchant Investments, Inc.
IA	Iowa City	279	320 E Benton St	52240	319-341-9999	Merchant Investments, Inc.
IA	Iowa City	1155	2569 N Dodge	52245	319-338-2296	Merchant Investments, Inc.
IA	Johnston	802	5340 Merle Hay Rd	50131	515-276-0708	Merchant Investments, Inc.
IA	Johnston	2471	5950 NW 86th St	50131	515-331-6534	Merchant Investments, Inc.
IA	Marion	2911	3350 7th Ave	52302	319-200-4457	MBS Enterprises, LLC
IA	Marshalltown	1539	1702 S Center St	50158	641-753-6350	AMD9, LLC

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IA	Mason City	1563	1907 4th St SW	50401	641-424-8004	Kerr McCauley Investments, LLC
IA	Muscatine	1535	1903 Park Ave	52761	563-264-2001	Best Samwich Stores, Inc.
IA	North Liberty	2101	725 Pacha Pkwy	52317	319-665-2616	Merchant Investments, Inc.
IA	Norwalk	3281	1327 Sunset Dr	50211	515-981-1200	Merchant Investments, Inc.
IA	Oskaloosa	2366	1405 A Ave W	52577	641-569-9226	AMD3, LLC
IA	Ottumwa	2462	1137 N Quincy Ave	52501	641-683-4000	AMD4, LLC
IA	Pella	1631	608 Oskaloosa St	50219	641-204-0025	AMD5, LLC
IA	Sheldon	4217	100 Crossroads Dr	51201	712-631-4277	Rhox Sandwiches, LLC
IA	Sioux Center	4088	857 N Main Ave	51250	712-722-3278	Rhox Sandwiches, LLC
IA	Sioux City	872	5001 Sergeant Rd	51106	712-276-1136	Celtic Six Enterprises, Inc.
IA	Sioux City	1132	2408 Hamilton Blvd	51104	712-224-5646	Celtic Six Enterprises, Inc.
IA	Sioux City	3969	3120 Floyd Blvd	51108	712-560-8898	Celtic Six Enterprises, Inc.
IA	Spencer	2074	500 Grand Ave	51301	712-580-3100	JJ's @ The Lakes, Inc.
IA	Spirit Lake	3730	1007 18th St	51360	712-336-2424	JJ's @ The Lakes, Inc.
IA	Storm Lake	3892	319 E Milwaukee Ave	50588	712-213-2934	Rhox Sandwiches, LLC
IA	Urbandale	1733	3928 NW Urbandale Dr	50322	515-278-4064	Merchant Investments, Inc.
IA	Urbandale	2472	12711 Meredith Dr	50323	515-331-6634	Merchant Investments, Inc.
IA	Waterloo	601	1527 E San Marnan Dr	50702	319-233-4800	G & M Waterloo, Inc
IA	Waterloo	3693	21 W Jefferson St	50701	319-888-1024	XSand Grand Crossing, LLC
IA	Waterloo	2979	703 Progress Ave	50701	319-233-7827	XSand University, LLC
IA	Waukee	1731	105 N Warrior LnN	50263	515-987-4811	Merchant Investments, Inc.
IA	Waukee	3284	1160 SE Ashworth Rd	50263	515-300-2500	Merchant Investments, Inc.
IA	Waverly	2083	620 W Bremer Ave	50677	319-352-2100	XSand Investments, LLC
IA	West Des Moines	278	1551 Valley West Mall	50266	515-222-9119	Merchant Investments, Inc.
IA	West Des Moines	282	5465 Mills Civic Pkwy	50266	515-440-6666	Merchant Investments, Inc.
IA	West Des Moines	1732	1271 8th St	50265	515-225-4892	Merchant Investments, Inc.
IA	West Des Moines	3283	180 Jordan Creek Pkwy	50266	515-225-0900	Merchant Investments, Inc.
ID	Blackfoot	2596	1237 Pkwy Dr	83221	208-785-0111	Snake River Sub Slingers, LLC
ID	Boise	1191	598 W Main St	83702	208-955-7250	Hodges Enterprises of Idaho #1, LLC
ID	Boise	1568	8151 Fairview Ave	83704	208-955-0525	Hodges Enterprises of Idaho #2, LLC
ID	Boise	1736	1590 S Vista Ave	83705	208-297-5575	Hodges Enterprises of Idaho #3, LLC
ID	Boise	1930	7300 W State St	83714	208-577-6728	Hodges Enterprises of Idaho #4, LLC
ID	Boise	2163	8753 W Overland Rd	83709	208-995-2656	Hodges Enterprises of Idaho #5, LLC
ID	Boise	3296	2789 S Broadway Ave	83706	208-576-6683	Hodges Enterprises of Idaho #7, LLC
ID	Boise	2784	12505 W Chinden Blvd	83713	208-322-2559	JJs of Chinden, LLC
ID	Burley	3153	546 N Overland Ave	83318	208-647-0030	Peace, Love and Sandwiches, Inc

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ID	Coeur d'Alene	1614	2626 N Government Way	83815	208-666-0123	McFarlane & Sons - Coeur D'Alene 1, LLC
ID	Hayden	1647	8160 N Cornerstone Dr	83835	208-772-2700	McFarlane & Sons Coeur d'Alene 2, LLC
ID	Idaho Falls	881	3108 S 25th E	83404	208-524-0505	DeVision Enterprises, LLC
ID	Idaho Falls	1060	402 S Utah Ave	83402	208-542-0555	LNZ-I, LLC
ID	Lewiston	2756	719 21st St	83501	208-746-2863	Sumha LLC
ID	Meridian	1286	2959 N Eagle Rd	83646	208-888-2088	JJ's of Idaho, Inc.
ID	Meridian	1548	2951 E Overland Rd	83642	208-258-3010	JJ's of Meridian, LLC
ID	Meridian	2783	521 S Main St	83642	208-888-5330	JSB Subs #1, LLC
ID	Moscow	2290	529 S Jackson St	83843	208-883-3278	Sumha LLC
ID	Nampa	1825	1471 N Happy Valley Rd	83687	208-465-5600	JJs of Nampa #1, LLC
ID	Nampa	2115	1850 Caldwell Blvd	83651	208-468-4088	JJs of Nampa #2, LLC
ID	Nampa	3004	704 12th Ave Rd	83686	208-466-9618	JSB Subs #2, LLC
ID	Pocatello	159	625 S Fifth Ave	83201	208-478-1693	Henderson Investment Properties, Ltd.
ID	Pocatello	1541	690 W Quinn Rd	83202	208-237-1238	Henderson Investment Properties, Ltd.
ID	Post Falls	3495	3095 E Mullan Ave	83854	208-981-0276	McMaster Restaurant JJID1, LLC
ID	Rexburg	1169	109 S 2nd W	83440	208-656-0556	LNZ-I, LLC
ID	Twin Falls	1700	130 Blue Lakes Blvd N	83301	208-732-8701	Peace, Love and Sandwiches, Inc
ID	Twin Falls	2228	799 Cheney Dr	83301	208-733-5338	Peace, Love and Sandwiches, Inc
IL	Addison	1759	1450 W Lake St	60101	630-773-1900	JS Fort Group, Inc
IL	Algonquin	836	1024 E Algonquin Rd	60102	847-658-0500	Algonquin Sandwich Shop Inc.
IL	Algonquin	466	440 S Randall Rd	60102	847-854-4400	Sublicious Subs, Inc.
IL	Alsip	1012	12064 S Cicero	60803	708-385-6666	MKMA Gourmet, Inc.
IL	Alton	178	1702 Homer Adams Pkwy	62002	618-467-6400	Kidds Restaurants Inc.
IL	Antioch	938	478 E Rte 173	60002	847-838-3399	Michaels SubForU Inc.
IL	Arlington Heights	748	19 S Dunton Ave	60005	847-463-7363	19 Dunton Inc.
IL	Arlington Heights	228	1017 W Dundee Rd	60004	847-454-0420	JJ Severson Affiliates Three, Inc.
IL	Arlington Heights	511	1299 N Rand Rd	60004	847-398-4700	SA Investments LLC
IL	Aurora	105	549 S Rte 59	60504	630-236-9990	JS Fort Group, Inc
IL	Aurora	349	1480 N Orchard Dr	60506	630-907-1455	JS Fort Group, Inc
IL	Aurora	523	160 S River St	60506	630-844-2334	JS Fort Group, Inc
IL	Aurora	672	2365 N Farnsworth Ave	60502	630-800-1592	My Sub Shop North Aurora Inc.
IL	Barrington	703	168 S Northwest Highway	60010	847-381-8500	Fast Sandwich, LLC
IL	Batavia	428	9 N Randall Rd	60510	630-879-6843	My Sub Shop 2, Inc.

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IL	Bedford Park	745	7250 S Cicero Ave	60629	708-728-1800	JS Fort Group, Inc
IL	Belleville	886	2524 Greenmount Commons Rd	62221	618-234-2900	Kidds Restaurants Inc.
IL	Belvidere	2735	1483 N State St	61008	815-544-1250	DWTB, LLC
IL	Bensenville	662	479 W Irving Park Rd	60106	630-787-0800	Saraya, Inc.
IL	Berwyn	1356	7028 W Cermak Rd	60402	708-788-7800	JS Fort Group, Inc
IL	Bloomington	415	2301 E Washington	61701	309-664-6800	Butts Largent Investment Group Inc.
IL	Bloomington	1408	203 W Market St	61701	309-828-3300	Butts Largent Investment Group Inc.
IL	Bolingbrook	368	1238 W Boughton Rd	60440	630-771-1881	JS Fort Group, Inc
IL	Bolingbrook	629	718 E Boughton Rd	60440	630-972-0211	JS Fort Group, Inc
IL	Bolingbrook	3166	1077 S Weber Rd	60490	630-759-3300	MALTA, LLC
IL	Bourbonnais	490	225 S Main St	60914	815-929-9620	Premium Loaves, Inc.
IL	Bourbonnais	2833	2090 N State Rte 50	60914	815-935-5177	Premium Loaves, Inc.
IL	Broadview	3107	2812 S 17th Ave	60155	708-681-1100	JS Fort Group, Inc
IL	Buffalo Grove	430	182 McHenry Rd	60089	847-947-4381	MJVT Enterprises, Inc.
IL	Burbank	552	7925 S Harlem Ave	60459	708-237-1122	JS Fort Subs 552, Inc.
IL	Canton	4034	58 W Locust St	61520	309-998-3278	Subwars, LLC Canton Series
IL	Carbondale	93	515 1/2 S Illinois Ave	62901	618-549-3334	Stinler, Inc.
IL	Carol Stream	568	240 W Army Trail	60188	630-407-0011	Don Won Enterprises, LLC
IL	Carol Stream	501	543 Schmale Rd	60188	630-588-7001	Triple D&C Enterprises, Inc.
IL	Cary	613	3106 Three Oaks Rd	60013	847-462-8008	Cary on a Roll, Inc.
IL	Centralia	4107	8107 Jolliff Bridge Road	62801	618-918-2001	Gladson Brother 1, LLC
IL	Channahon	537	27243 W Saxony Dr	60410	815-521-9700	JS Fort Group, Inc
IL	Chatham	2288	208 N Main St	62629	217-483-2300	jTHREE, Inc.
IL	Chicago	675	1250 S Michigan Ave	60605	312-379-0090	Bielaski JJ, LLC
IL	Chicago	244	6153 N Broadway St	60660	773-764-8888	C&C Resources, Inc
IL	Chicago	711	2048 W Division St	60622	773-489-5646	C&C Resources, Inc
IL	Chicago	736	2115 W Roscoe St	60618	773-528-5646	C&C Resources, Inc
IL	Chicago	752	5109 N Clark St	60640	773-728-4888	C&C Resources, Inc
IL	Chicago	775	3041 N Lincoln	60657	773-281-5646	C&C Resources, Inc
IL	Chicago	739	6451 W Diversey Ave	60707	773-385-9930	CBuccini, LLC
IL	Chicago	1013	131 S Clinton St	60661	312-993-9000	Clinton Street Development, Inc.
IL	Chicago	54	705 N State St	60654	312-787-0100	Dan's Chicago Ave Super Sandwiches, Inc.
IL	Chicago	1276	501 N LaSalle St	60654	312-329-1000	Dan's Illinois Street Super Sandwiches, Inc.
IL	Chicago	474	200 N Jefferson	60601	312-474-9700	Dan's Jefferson Street Super Sandwiches, Inc.
IL	Chicago	2862	6108 N Western Ave	60659	773-942-6510	Dan's Western Ave Super Sandwiches, Inc.
IL	Chicago	410	2336 W Lawrence Ave	60625	773-728-5598	Dan's Super Sandwiches, Inc.
IL	Chicago	1277	461 W Chicago Ave	60654	312-344-1622	Dan's Super Sandwiches, Inc.

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IL	Chicago	19	812 W Van Buren	60607	312-733-8030	Fast Sandwich, LLC
IL	Chicago	156	249 S State St	60604	312-341-9767	Fast Sandwich, LLC
IL	Chicago	385	180 N LaSalle	60601	312-422-0000	Fast Sandwich, LLC
IL	Chicago	492	1148 W Wilson Ave	60640	773-907-2200	Fast Sandwich, LLC
IL	Chicago	592	1133 W Taylor St	60607	312-666-3666	Fast Sandwich, LLC
IL	Chicago	1486	205 E Ohio St	60611	312-245-0010	Fast Sandwich, LLC
IL	Chicago	702	28 N Clark St	60602	312-629-1800	J.J. Clark Street Inc.
IL	Chicago	531	216 W Jackson Blvd	60606	312-424-9200	Jackson Street Development, Inc.
IL	Chicago	2509	4021 N Milwaukee Ave	60641	773-481-1000	JJNISK, Inc.
IL	Chicago	41	3328 N Clark St	60657	773-244-9000	JS Fort Group, Inc
IL	Chicago	551	2231 N Lincoln Ave	60614	773-296-2300	JS Fort Group, Inc
IL	Chicago	561	7329 Irving Park Rd	60634	773-625-2551	JS Fort Group, Inc
IL	Chicago	593	2206 N Clybourn	60614	773-477-0077	JS Fort Group, Inc
IL	Chicago	717	974 W 35th Place	60609	773-523-4711	JS Fort Group, Inc
IL	Chicago	722	1519 E 55th St	60615	773-241-5190	JS Fort Group, Inc
IL	Chicago	850	3506 S State St	60616	773-302-8111	JS Fort Group, Inc
IL	Chicago	1197	2810 N Clark St	60657	773-935-9490	JS Fort Group, Inc
IL	Chicago	2244	1431 N Kingsbury St	60642	312-337-8700	JS Fort Group, Inc
IL	Chicago	3106	721 S Seeley Ave	60612	312-421-2000	JS Fort Group, Inc
IL	Chicago	1236	201 W Madison St	60606	312-346-7900	Madison Wells Development, Inc.
IL	Chicago	649	205 W Monroe St	60606	312-424-6000	Monroe Street Development, Inc.
IL	Chicago	290	520 N Michigan Ave	60611	312-329-1900	Nordstrom Building Super Sandwiches, Inc.
IL	Chicago	966	200 E. Randolph St	60601	312-938-0200	Randolph Street Development, Inc.
IL	Chicago	1105	2 N Riverside Plz	60606	312-258-0400	Riverside Plaza Development, Inc.
IL	Chicago	887	3234 W Foster Ave	60625	773-539-7827	SK Malhotra, Inc.
IL	Chicago	570	725 S State St	60605	312-212-1010	State & Eight Inc.
IL	Chicago	597	51 W Division Ave	60610	312-482-8176	Sub Shop #597, Inc.
IL	Chicago	815	520 N Ogden Ave	60642	312-243-1122	Sub Shop #815, Inc.
IL	Chicago	1037	225 N Michigan Ave	60602	312-240-9999	The Sandwich Shop Michigan, Inc.
IL	Chicago	499	216 W Washington Ave	60606	312-727-0227	The Sandwich Shop Wells, Inc.
IL	Chicago	406	6 E Madison	60602	312-368-4444	The Sandwich Shop, Inc.
IL	Cicero	4204	3312 S Cicero	60804		AFS Subs, LLC
IL	Clinton	114	123 Sunrise Ct	61727	217-935-0665	Sensational Sandwiches, LLC
IL	Collinsville	2728	701 N Bluff Rd	62234	618-344-9117	Kidds Restaurants Inc.
IL	Countryside	608	5321 S LaGrange Rd	60525	708-352-5400	JS Fort Group, Inc
IL	Crestwood	646	13717 S Cicero Ave	60445	708-489-6666	JS Fort Group, Inc
IL	Crystal Lake	473	5657 Northwest Hwy	60014	815-455-2555	JS Fort Group, Inc
IL	Crystal Lake	967	450 N Rte 31	60012	815-455-5008	JS Fort Group, Inc
IL	Danville	2209	3120 N Vermillion St	61832	217-443-2863	Subwars, LLC – Danville Series

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IL	Danville	3055	306 W Fairchild St	61832	217-443-6000	Subwars, LLC – Danville Series
IL	Darien	571	2445 75th St	60561	630-910-4580	JS Fort Group, Inc
IL	Decatur	503	2950 N Water St	62526	217-872-8282	JFOUR, Inc.
IL	Decatur	502	154 N Merchant St	62523	217-423-8323	jTHREE, Inc.
IL	Decatur	504	1130 W Wood St	62522	217-425-2755	jTHREE, Inc.
IL	Decatur	1625	1910 Mt. Zion Rd	62521	217-864-9999	jTHREE, Inc.
IL	Deerfield	533	601 Lake Cook Rd	60015	847-498-5513	Sub Shop, Inc.
IL	DeKalb	24	850 Pappas Dr	60115	815-756-6004	DWTB, LLC
IL	Dixon	998	845 N Galena Rd	61021	815-285-4669	Sauk Subs, LLC Series 1
IL	Downers Grove	647	2321 Ogden Ave	60515	630-725-9450	JS Fort Group, Inc
IL	East Peoria	1220	242 W Camp St	61611	309-699-1500	Rope & Clark JJ Development Co.
IL	Edwardsville	588	1063 S State Rte 157	62025	618-656-5700	Kidds Restaurants Inc.
IL	Effingham	217	401 N Keller	62401	217-342-7296	Remy's Sandwich, LLC
IL	Elgin	1179	400 S Randall Rd	60123	847-931-8600	Elgin Sandwich Shop Inc.
IL	Elgin	730	2490 Bushwood Dr	60124	847-836-0002	JS Fort Group, Inc
IL	Elgin	3915	50 S Grove Ave	60120	847-888-2400	MELMAT Enterprises, LLC
IL	Elk Grove	521	920 Elk Grove Town Center	60007	847-806-7070	JS Fort Group, Inc
IL	Elk Grove Village	1889	1428 Busse Rd	60007	847-258-4151	MJVT4, Inc.
IL	Elmhurst	535	696 W North Ave	60126	630-833-0000	Elmhurst Sub Shop, Inc.
IL	Elmhurst	1417	1035 S York Street	60126	630-834-1600	JS Fort Group, Inc
IL	Elmwood Park	769	1702 N Harlem	60707	708-453-2300	ALL A's, Inc.
IL	Evanston	44	1729 Sherman Ave	60201	847-328-8858	T. Ryan Enterprises, LLC
IL	Evanston	562	1241 Chicago Ave	60202	847-425-1234	T. Ryan Enterprises, LLC
IL	Evergreen Park	600	9451 S Kedzie Ave	60805	708-636-6666	Ernst & Hamernik, Inc.
IL	Fairview Heights	420	5200 N Illinois St	62208	618-234-2400	Multipath, LLC
IL	Forest Park	458	350 Circle Ave	60130	708-488-9070	JS Fort Group, Inc
IL	Fox River Grove	744	908 Northwest Highway	60021	847-516-9866	JJSA7, Inc.
IL	Frankfort	560	20173 La Grange Rd	60423	815-469-6850	Don 2 Joes, LLC
IL	Freeport	731	1737 S West Ave	61032	815-232-3278	DW & K
IL	Galesburg	1369	235 E Main St	61401	309-343-0010	JJ's of Macomb, Inc.
IL	Geneva	433	1070 Commons Dr	60134	630-208-6060	Geneva Sub Shop Inc.
IL	Glen Carbon	2558	3815 S State Rte 159	62034	618-288-3600	Kidds Restaurants Inc.
IL	Glen Ellyn	187	632 Roosevelt Rd	60137	630-942-8480	JS Fort Group, Inc
IL	Glendale Heights	762	2172 Bloomingdale Rd	60139	630-582-1234	Sandwiches R Us, Inc.
IL	Glenview	391	1746 Glenview Rd	60025	847-657-7055	Fast Sandwich, LLC
IL	Glenview	437	2863 Pfingsten Rd	60026	847-205-9930	JMA Sandwiches, Ltd.
IL	Granite City	1947	3142 Nameoki Rd	62040	618-876-6000	JJ Speedy Delivery LLC
IL	Grayslake	388	1152 E Washington	60030	847-223-8662	GL388, LLC



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IL	Gurnee	435	5250 Grand Ave	60031	847-775-7600	JJ Severson Affiliates Two, Inc.
IL	Gurnee	2491	3430 Grand Ave	60031	224-944-0000	JJSA Six, Inc.
IL	Hickory Hills	1958	7604 W 95th St	60457	708-237-0600	JS Fort Group, Inc
IL	Highland	4047	12565 State Rte 143	62249	618-651-1365	Kidds Restaurants Inc.
IL	Highland Park	1032	332 Skokie Valley Rd	60035	847-831-9191	Fast Sandwich, LLC
IL	Hillside	1126	2223 S Wolf Rd	60162	708-562-1900	JS Fort Group, Inc
IL	Hillside	1392	60 N Mannheim Rd	60162	708-544-3200	JS Fort Group, Inc
IL	Hinsdale	1845	777 N York Rd	60521	630-581-5025	Hinsdale Sub Shop Inc.
IL	Hoffman Estates	424	2061 N Barrington Rd	60196	847-898-0780	JJSA7, Inc.
IL	Hoffman Estates	650	4593 W Higgins Rd	60192	847-645-9556	JJSA7, Inc.
IL	Homer Glen	273	14110 Bell Rd	60491	708-301-2223	JS Fort Group, Inc
IL	Homewood	913	18048 S Halsted	60430	708-957-0289	Dumal Alliance
IL	Huntley	3051	9704 N IL Rte 47	60142	847-659-8700	Sublicious Subs – Huntley North, LLC
IL	Huntley	1826	12260 Princeton Dr	60142	847-669-6715	Subs-Huntley South, LLC
IL	Jacksonville	134	328 E Morton Ave	62650	217-243-0076	jTHREE, Inc.
IL	Joliet	862	2311 Essington Rd	60435	815-609-8202	JS Fort Group, Inc
IL	Joliet	97	1108 Houbolt Rd	60431	815-730-6048	Samura, LLC
IL	Kankakee	1011	154 E Court St	60901	815-932-0130	Premium Loaves, Inc.
IL	Kildeer	911	20771 N Rand Rd	60047	847-540-9866	JJSA7, Inc.
IL	Lake Bluff	1306	701 Rockland Rd	60044	224-544-5275	Sub Shop #1306, Inc.
IL	Lake Forest	1050	840 S Waukegan Rd	60045	847-295-3278	The Wellard Group, Inc.
IL	Lake Zurich	770	520 S Rand Rd	60047	847-726-2122	JS Fort Group, Inc
IL	Lemont	1560	1243 State St	60439	630-243-0070	LEMONT JJ, INC
IL	Libertyville	470	1112 N Milwaukee Ave	60048	847-918-8772	JJ Severson Affiliates, Inc.
IL	Lincoln	115	422 Keokuk St	62656	217-732-9914	CT ROPE CO.
IL	Lisle	181	2801 Ogden Ave	60532	630-357-4444	JS Fort Group, Inc
IL	Litchfield	3776	1417 Stamer Dr	62056	217-324-3333	P & J Sandwich, LLC
IL	Lockport	846	16600 W 159th St	60441	815-838-3300	JS Fort Group, Inc
IL	Lombard	43	1235 S Main St	60148	630-268-0680	JS Fort Group, Inc
IL	Lombard	397	1000-3 N Rohlwing Rd	60148	630-620-5400	JS Fort Group, Inc
IL	Lombard	1322	2770 S Highland Ave	60148	630-705-0555	JS Fort Group, Inc
IL	Loves Park	1187	6112 N 2nd St	61111	815-316-7766	JSB Coastal LLC
IL	Lyons	622	8499 Ogden Ave	60534	708-447-6200	JS Fort Group, Inc
IL	Machesney Park	512	10121 N Second St	61115	815-877-6101	JSB Coastal LLC
IL	Macomb	1119	821 W Jackson St	61455	309-836-6100	JJ's of Macomb, Inc.
IL	Mahomet	3769	701 E Main Street	61853	217-203-1933	Subwars, LLC
IL	Manteno	1296	104 S Creek St	60950	815-468-8866	Premium Loaves, Inc.
IL	Marion	1241	1309 Halfway Rd	62959	618-993-3111	Kidds Restaurants Inc.

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IL	Matteson	827	4537 Lincoln Hwy	60443	708-679-7921	JS Fort Group, Inc
IL	Mattoon	284	900 Charleston Ave	61938	217-258-6400	Real Subs, Inc.
IL	McHenry	429	2308 N Richmond	60050	815-578-4427	Tonda on a Roll, Inc
IL	Melrose Park	634	2511 W North Ave	60160	708-450-2360	JS Fort Group, Inc
IL	Moline	704	2350 41st	61265	309-764-6999	JJ's of Macomb, Inc.
IL	Montgomery	907	2085 Orchard Rd	60538	630-801-8080	JS Fort Group, Inc
IL	Morris	536	515 Bedford Rd	60450	815-941-1801	JS Fort Group, Inc
IL	Morton	777	15 E Jackson St	61550	309-291-0000	Rope & Clark JJ Development Co.
IL	Mount Prospect	1332	1220 E Central Rd	60056	847-870-1220	MJVT 3, Inc.
IL	Mount Prospect	612	1550 S Elmhurst Rd	60056	847-718-1111	MJVT Enterprises, Inc.
IL	Mt. Vernon	1190	101 Davidson Ave	62864	618-244-1444	Kidds Restaurants Inc.
IL	Mundelein	450	684 S Lake St	60060	847-970-7827	Munde450, LLC
IL	Naperville	104	8 W Gartner	60540	630-355-1414	JS Fort Group, Inc
IL	Naperville	448	19 W Jefferson Ave	60540	630-355-9411	JS Fort Group, Inc
IL	Naperville	3167	3344 S Rte 59	60564	630-637-1111	Squidward, LLC
IL	Naperville	184	1316 N Rte 59	60563	630-961-3700	The Great American Sub Company, LLC
IL	New Lenox	693	2334 E Lincoln Highway	60451	815-485-2725	Butts Largent Investment Group I, Inc
IL	Niles	295	5612 W Touhy Ave	60714	847-588-0808	FASL Group Niles Inc.
IL	Niles	648	7954 N Waukegan Rd	60714	847-470-8300	JJNISK, Inc.
IL	Niles	2521	9641 N Milwaukee Ave	60714	847-257-7615	JJNISK, Inc.
IL	Normal	413	207 W North St	61761	309-452-8200	Butts Largent Investment Group Inc.
IL	Normal	414	305 S Main St	61761	309-451-1800	Butts Largent Investment Group Inc.
IL	Normal	2714	208 Landmark Dr	61761	309-451-4700	Butts Largent Investment Group Inc.
IL	Northlake	3104	101 W North Ave	60164	708-409-4300	JS Fort Group, Inc
IL	Oak Lawn	904	10400 S Cicero Ave	60453	708-499-8800	MKMA Gourmet, Inc.
IL	Oak Park	456	709 Lake St	60301	708-763-0569	JS Fort Group, Inc
IL	Oakbrook Terrace	422	18W 048 22nd St	60181	630-916-1616	XS, Inc.
IL	O'Fallon	277	1171 N Green Mount Rd	62269	618-632-6700	Kidds Restaurants Inc.
IL	Orland Park	899	18088 S Wolf Rd	60467	708-478-3630	Butts Largent Investment Group I, Inc
IL	Orland Park	972	15110 La Grange Rd	60462	708-349-2233	JS Fort Group, Inc
IL	Oswego	508	340 5th St	60543	630-229-0018	JS Fort Group, Inc
IL	Oswego	2992	4551 IL Rte 71	60543	331-999-3510	JS Fort Group, Inc
IL	Ottawa	8	1202 Columbus St	61350	815-433-9133	Fernandez Lockas Group, Inc.
IL	Palatine	636	746 E Dundee Rd	60074	847-776-9696	FASL Group Dundee Point, Inc.
IL	Palatine	233	774 Euclid Ave	60067	847-776-6600	FASL Group Palatine Inc.
IL	Palos Heights	409	11908 S Harlem Ave	60463	708-361-3333	JS Fort Group, Inc

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IL	Park Ridge	3947	112 S Northwest Highway	60068	847-823-5551	CBuccini, LLC
IL	Pekin	2870	2925 Court St	61554	309-353-4900	Rope & Clark JJ Development Co.
IL	Peoria	17	4700 N University St	61614	309-692-2222	Ober Fifth Subs, Inc.
IL	Peoria	28	208 SW Adams	61602	309-637-4444	Ober Fourth Subs, Inc.
IL	Peoria	666	3720 N Prospect	61614	309-682-6000	Ober Restaurants, Inc.
IL	Peoria	1481	8516 N Knoxville Ave	61615	309-692-8900	Ober Restaurants, Inc.
IL	Peoria	2877	7424 N Orange Prairie Rd	61615	309-692-9900	Ober Sixth Subs, Inc.
IL	Peoria	3289	1121 W Main St	61606	309-673-9999	Ober Third Subs, Inc.
IL	Peru	167	1501 38th St	61354	815-220-1440	Riewaldt, Inc.
IL	Plainfield	630	12632 S Rte 59	60585	815-436-8002	JS Fort Group, Inc
IL	Plainfield	3508	15420 S Rte 59	60544	815-782-8462	JS Fort Group, Inc
IL	Pontiac	4000	1041 W. Reynolds Street	61764	815-842-2200	Butts Largent Investment Group Inc.
IL	Princeton	4143	1210 N Main Street	61356	815-915-2070	Riewaldt, Inc.
IL	Prospect Heights	483	1204 S Milwaukee Ave	60090	847-520-7618	PRO483, LLC
IL	Quincy	158	1828 Broadway	62301	217-223-0000	TCE-ICE, Inc.
IL	Quincy	3633	4500 Broadway St	62305	217-214-5646	WJA Enterprises, Inc.
IL	Rantoul	3639	710 W Champaign Ave	61866	217-892-8230	Subwars, LLC – Rantoul Series
IL	Riverwoods	1207	2047 Milwaukee Ave	60015	847-947-8932	JJSA7, Inc.
IL	Rochelle	2382	370 Illinois Rte 38 E	61068	815-561-2100	Gizmo Partners, LLC
IL	Rock Falls	2494	511 1st Ave	61071	815-632-3928	She Gets Half, LLC
IL	Rock Island	2537	4400 Blackhawk Rd	61201	309-786-9800	Best Samwich Stores, Inc.
IL	Rockford	3897	308 E State St	61104	815-977-5372	DWTB, LLC
IL	Rockford	657	3041 N Perryville Rd	61107	815-316-8282	JSB Coastal LLC
IL	Rockford	906	6230 Mulford Village Dr	61107	815-316-2992	JSB Coastal LLC
IL	Rockford	1247	3416 S Alpine Rd	61109	815-874-6900	JSB Coastal LLC
IL	Rolling Meadows	301	1317 Golf Rd	60008	847-734-3434	FASL Group Meadows, Inc.
IL	Romeoville	787	381 S Weber Rd	60446	815-838-7827	JS Fort Group, Inc
IL	Roselle	3629	37 E Irving Park Rd	60172	630-237-4771	Irving Roselle, Inc.
IL	Roselle	661	1450 W Lake St	60172	630-539-7821	The Procaccio Corporation
IL	Rosemont	1178	10431 Touhy Ave	60018	847-635-5500	Sub Shop #1178, Inc.
IL	Round Lake Beach	664	1924 N IL Rte 83	60073	847-986-2775	JJ Severson Affiliates Five, Inc.
IL	Schaumburg	300	66 E Golf Rd	60173	847-882-7827	FASL Group Schaumburg, Inc.
IL	Schaumburg	1065	1420 N Meacham Rd	60194	847-755-1100	Fast Sandwich, LLC
IL	Schaumburg	3110	584 S Roselle Rd	60193	630-283-3701	JJSA7, Inc.
IL	Schiller Park	2522	9742 W Irving Park Rd	60176	847-260-5210	JJSA8, Inc
IL	Shorewood	830	1029 Brookforest Ave	60404	815-254-0932	JS Fort Group, Inc

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IL	Silvis	2038	685 Avenue of the Cities	61282	309-796-6999	JJ's of Macomb, Inc.
IL	Skokie	480	9402 Skokie Blvd	60077	847-673-5305	JJNISK, Inc.
IL	South Elgin	584	500 Randall Rd	60177	847-289-5646	BANTAVO, Inc.
IL	Spring Valley	283	330 E Dakota St	61362	815-663-0332	Riewaldt, Inc.
IL	Springfield	135	3128 S 6th St	62703	217-522-2261	jTHREE, Inc.
IL	Springfield	136	2925 W Iles Ave	62707	217-546-9773	jTHREE, Inc.
IL	Springfield	137	219 S 6th St	62704	217-525-8470	jTHREE, Inc.
IL	Springfield	1986	2421 N Dirksen Pkwy	62702	217-544-7827	jTHREE, Inc.
IL	Springfield	2287	114 S Chatham Rd	62704	217-546-7020	jTHREE, Inc.
IL	St. Charles	418	3841 E Main St	60174	630-377-9590	BANTAVO, Inc.
IL	Streamwood	809	1060 S Sutton Rd	60107	630-497-1234	My Sub Shop Streamwood, Inc.
IL	Sugar Grove	1938	472 N Sugar Grove Pkwy	60554	630-466-1300	Gizmo Partners, LLC
IL	Summit	3105	5836 S Harlem Ave	60501	708-924-4040	JS Fort Group, Inc
IL	Sycamore	606	1170 Dekalb Ave	60178	815-895-1920	Gizmo Partners, LLC
IL	Taylorville	3638	433 W Spresser St	62568	217-824-2040	Substack, LLC
IL	Tinley Park	378	7905 W 171st St	60477	708-444-2525	Don 2 Joes, LLC
IL	Tinley Park	266	15937 Harlem Ave	60477	708-532-6400	That's My Spot, Inc.
IL	Troy	2557	649 Edwardsville Rd	62294	618-505-0655	Kidds Restaurants Inc.
IL	Tuscola	2716	101 Triple A Way	61953	217-253-3377	Subwars, LLC
IL	Utica	85	2971 E 8th Rd	61373	815-667-4160	Riewaldt, Inc.
IL	Vernon Hills	386	325 N Milwaukee Ave	60061	847-478-0807	JJ Severson Affiliates, Inc.
IL	Volo	1199	2745 Hartigan Rd	60020	847-587-7500	JS Fort Group, Inc
IL	Washington	2871	1638 Washington Rd	61571	309-886-3167	Rope & Clark JJ Development Co.
IL	Wauconda	1713	614 W Liberty St	60084	847-526-7000	GJBM Martin Group Inc
IL	Waukegan	548	3941 Fountain Square Place	60085	847-775-0330	JJ Severson Affiliates Four, Inc.
IL	West Chicago	808	200 W North Ave	60185	630-562-1234	My Sub Shop 2, Inc.
IL	West Dundee	500	230 N 8th St	60118	847-551-3301	Sublicious Subs - West Dundee, Inc.
IL	Westmont	530	129 W Ogden Ave	60559	630-435-8650	My Sub Shop, Inc.
IL	Wheaton	709	801 E Butterfield	60187	630-752-9612	JS Fort Group, Inc
IL	Wheaton	842	820 E Roosevelt Dr	60187	630-260-9240	My Sub Shop 3, Inc.
IL	Wheaton	2094	500 S County Farm	60187	630-784-2210	Wheaton JJ, Inc.
IL	Wheeling	1629	250 E Dundee Rd	60090	847-215-2200	Wheel1629, LLC
IL	Willowbrook	927	7444 Kingery Hwy	60527	630-920-1210	JS Fort Group, Inc
IL	Wilmette	1033	3520 W Lake Ave	60091	847-853-4444	Fast Sandwich, LLC
IL	Wood River	1558	1203 E Edwardsville Rd	62095	618-216-2777	F3 Wood River, LLC
IL	Woodridge	774	6325 Main St	60517	630-493-1500	JS Fort Group, Inc

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IL	Woodstock	585	361 S Eastwood Dr	60098	815-334-1122	JS Fort Group, Inc
IL	Yorkville	462	620 W Veterans Pkwy	60560	630-882-8301	JS Fort Group, Inc
IL	Zion	1382	2111 Sheridan Rd	60099	847-246-3762	JJSA Six, Inc.
IN	Anderson	2395	4741 S Scatterfield Rd	46013	765-640-5100	Koontz Franchising Systems, LLC
IN	Angola	3986	1801 N Wayne St	46703	260-668-6550	Angola Investment Co.
IN	Auburn	3694	1104 W 7th St	46706	260-927-1277	Koontz Franchising Systems at Auburn, LLC
IN	Avon	1394	10942 E US Hwy 36	46123	317-209-8282	SSA Food Services, Inc.
IN	Avon	2498	8119 E US Hwy 36	46123	317-272-8282	SSA Food Services, Inc.
IN	Bloomington	379	430 E Kirkwood Ave	47408	812-332-9265	DH and AP Enterprises, Inc.
IN	Bloomington	380	1827 E 10th St	47408	812-333-2102	DH and AP Enterprises, Inc.
IN	Bloomington	1376	2636 E 3rd St	47401	812-333-4100	DH and AP Enterprises, Inc.
IN	Brownsburg	1240	919 N Green St	46112	317-852-4900	Culinary Brownsburg, LLC
IN	Carmel	578	2810 E 116th St	46033	317-566-1180	Finner, LLC
IN	Carmel	587	14250 Clay Terrace Blvd	46032	317-571-1800	Finner, LLC
IN	Carmel	1203	9893 N Michigan Rd	46032	317-334-1800	Finner, LLC
IN	Carmel	2344	365 W 116th St	46032	317-816-9488	Finner, LLC
IN	Chesterton	1289	524 Indian Boundary Rd	46304	219-926-1629	Chesterton Jimmy John's, LLC
IN	Clarksville	1581	1120 Veterans Pkwy	47129	812-288-6700	83 Subs, LLC
IN	Columbia City	4097	289 W Walker Way	46725	260-212-0917	JGLT, Inc.
IN	Columbus	1414	2115 W Jonathan Moore Pike	47201	812-378-5466	Columbus Investments, LLC
IN	Columbus	2161	1675 N National Rd	47201	812-378-0000	Columbus JJ, LLC
IN	Corydon	3456	1939 Old Hwy 135 NW	47112	812-738-4000	915, LLC
IN	Crawfordsville	1800	1540 S Washington St	47933	765-362-3258	Snook Enterprises, Inc.
IN	Crown Point	725	10839 Broadway Ave	46307	219-662-7003	Holliday Investments, Inc.
IN	Crown Point	3786	1496 N Main St	46307	219-779-9940	Holliday Investments, Inc.
IN	Danville	4086	671 E Main St	46122	317-943-3737	SSA Food Service, Inc
IN	Dyer	1890	823 Joliet St	46311	219-865-2490	JC3 Inc.
IN	Elkhart	792	4542 Elkhart Rd	46517	574-875-6262	Fort Wayne 6 LLC
IN	Elkhart	937	155 County Rd #6	46514	574-266-9600	Group 120, Inc.
IN	Elkhart	2934	2101 Bypass Rd	46514	574-333-3340	Group 120, Inc.
IN	Evansville	452	701 N Burkhardt Rd	47715	812-401-5400	Stinler, Inc.
IN	Evansville	1366	130 N St. Joseph Ave	47712	812-402-9944	Stinler, Inc.
IN	Evansville	3753	2320 N Green River Rd	47715	812-402-5747	Stinler, Inc.
IN	Evansville	3754	330 Main St	47708	812-402-5653	Stinler, Inc.
IN	Fishers	1450	11630 Olio Rd	46037	317-288-5146	Culinary Fishers, LLC
IN	Fishers	936	8290 E 96th St	46037	317-863-0630	Finner, LLC
IN	Fishers	2770	13272 Market Square Dr	46038	317-288-7420	Finner, LLC
IN	Fort Wayne	742	6727 W Jefferson Blvd	46804	260-469-7827	Fort Wayne 1 LLC
IN	Fort Wayne	982	5412 Coldwater Rd	46825	260-484-2999	Fort Wayne 2 LLC

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IN	Fort Wayne	1915	101 W Wayne St	46802	260-420-1533	Fort Wayne 3 LLC
IN	Fort Wayne	2607	4226 Crescent Ave	46815	260-222-8600	Fort Wayne 4 LLC
IN	Fort Wayne	1458	2894 E Dupont Rd	46825	260-489-9000	Koontz Franchising Systems at Dupont, LLC
IN	Frankfort	3761	1640 W State Rd 28	46041	765-670-7914	The Whistler Group, LLC
IN	Franklin	1691	980 N Morton St	46131	317-346-0630	Culinary Franklin, LLC
IN	Goshen	3767	2028 Lincolnway E	46526	574-534-0999	RZ Investments, LLC
IN	Granger	4139	12782 SR-23	46530	574-271-1400	Group 120, Inc.
IN	Greencastle	2372	820 Indianapolis Rd	46135	765-630-3115	Snook Enterprises, Inc.
IN	Greenfield	3085	1310 N State St	46140	317-467-1700	Culinary Greenfield, LLC
IN	Greensburg	2331	448 Greensburg Commons Shopping Center	47240	812-663-3278	Gone to Maui, LLC
IN	Greenwood	390	733 Loews Blvd	46142	317-887-2400	Ayape, LLC
IN	Hammond	2778	2743 169th St	46323	219-803-6160	Hammond Jimmy Johns, LLC
IN	Highland	903	2427 Ridge Rd	46322	219-923-5555	HunZee, Inc.
IN	Hobart	1928	1661 E 37th Ave	46342	219-940-3393	JC4, Inc.
IN	Huntington	2561	2936 Wal Mart Dr	46750	260-356-3600	Koontz Franchising Systems, LLC
IN	Indianapolis	900	5335 E Southport Rd	46237	317-859-9052	Culinary Southport, LLC
IN	Indianapolis	1923	1155 Stop 11 Rd	46227	317-881-0000	Culinary Stop II, LLC
IN	Indianapolis	1724	10110 E Washington St	46229	317-897-0297	Culinary Washington, LLC
IN	Indianapolis	161	2624 Lake Circle Ln	46268	317-228-1536	Finner, LLC
IN	Indianapolis	652	5550 W 86th St	46268	317-337-9183	Finner, LLC
IN	Indianapolis	1009	6070 E 82nd St	46250	317-577-9876	Finner, LLC
IN	Indianapolis	2342	2402 N Meridian St	46208	317-921-2100	Finner, LLC
IN	Indianapolis	2343	7002 Lake Plaza Dr	46220	317-842-8424	Finner, LLC
IN	Indianapolis	2769	3449 E 86th St	46240	317-259-4254	Finner, LLC
IN	Indianapolis	3088	6260 Intech Commons Rd	46278	317-759-2530	Finner, LLC
IN	Indianapolis	3089	155 N Illinois St	46204	317-991-4265	Finner, LLC
IN	Indianapolis	732	135 N. Pennsylvania St	46204	317-686-0246	Finner, LLC
IN	Indianapolis	2037	4914 S Emerson Ave	46203	317-786-2222	GREENFIELD INVESTMENTS, LLC
IN	Indianapolis	2397	5620 Georgetown Rd	46254	317-290-0400	Hiren Enterprises, LLC
IN	Indianapolis	1786	5228 W Southern Ave	46241	317-227-8000	Lynhurst Investments, LLC
IN	Indianapolis	98	845 Broad Ripple Ave	46220	317-253-6671	Primetime Subs, LLC
IN	Indianapolis	579	605 W 11th St	46204	317-964-0093	Primetime Subs, LLC
IN	Indianapolis	651	1437 E 86th St	46240	317-475-0251	Primetime Subs, LLC
IN	Indianapolis	1462	6151 N Keystone Ave	46220	317-495-6500	Primetime Subs, LLC
IN	Indianapolis	2170	2055 N Shadeland Ave	46219	317-354-8000	Shadeland JJ, LLC
IN	Indianapolis	2650	6707 W Washington St	46241	317-759-2424	Washington JJ, LLC
IN	Jasper	3581	607 W 6th St	47546	812-556-0185	BADBLOOD, LLC

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IN	Jeffersonville	3185	5420 Hwy 62	47130	812-283-8333	83 Subs, LLC
IN	Jeffersonville	4069	921 Gateway Dr.	47130	812-725-1025	JP Group, LLC
IN	Kokomo	1692	3705 S Reed Rd	46902	765-455-8800	Finner, LLC
IN	LaPorte	654	121 J St	46350	219-324-9600	LaPorte Jimmy John's, LLC
IN	Lawrence	1689	9920 Pendleton Pike	46236	317-895-1500	Lawrence Investment Group, LLC
IN	Lebanon	2514	320 S Lebanon St	46052	765-481-2777	Lebanon Subs Inc.
IN	Marion	1432	1610 Kem Rd	46952	765-673-0460	Koontz Franchising Systems at Marion, LLC
IN	Merrillville	407	8180 Mississippi St	46410	219-769-7000	Parth13, Inc.
IN	Michigan City	489	5340 Franklin St	46360	219-871-0850	Michigan City Jimmy Johns Inc
IN	Mishawaka	599	5343 N Main St	46545	574-968-4600	Group 120, Inc.
IN	Mishawaka	2935	529 W McKinley Ave	46545	574-259-3008	Group 120, Inc.
IN	Muncie	371	506 N Martin St	47303	765-751-0000	Castle Rain, LLC
IN	Muncie	3203	3804 W Bethel Ave	47304	765-288-5555	TWEDE, LLC
IN	Munster	639	548 Ridge Rd	46321	219-836-0099	Dawsons Sub Shoppe – Munster, LLC
IN	New Albany	1139	3001 Charlestown Crossing Way	47150	812-725-8580	83 Subs, LLC
IN	New Albany	1802	2221 State St	47150	812-944-2700	83 Subs, LLC
IN	Newburgh	1365	8680 High Pointe Dr	47630	812-490-7111	Stinler, Inc.
IN	Noblesville	598	16978 Clover Rd	46060	317-776-9444	Finner, LLC
IN	Noblesville	3090	14753 Hazel Dell Crossing	46062	317-798-2935	Finner, LLC
IN	Plainfield	1064	2683 E Main St	46168	317-837-8282	SSA Food Services, Inc.
IN	Plymouth	1160	2129 N Oak Dr	46563	574-936-5000	Fort Wayne 5, LLC
IN	Portage	370	2547 Willow Creek Rd	46368	219-764-2029	L.C. Dawson, Inc.
IN	Richmond	3869	3413 E Main St	47374	765-373-8382	TSM Industries, LLC
IN	Schererville	2265	813 W US Rte 30	46375	219-864-1888	JC5, Inc.
IN	Shelbyville	3008	2400 Marketplace Blvd	46176	317-604-5072	Gone to Maui, LLC
IN	South Bend	432	1234 N Eddy St	46617	574-277-8500	Group 120, Inc.
IN	South Bend	687	1290 E Ireland	46614	574-291-1900	Group 120, Inc.
IN	South Bend	723	138 S Michigan	46601	574-246-1020	Group 120, Inc.
IN	South Bend	1054	3600 Portage Rd	46628	574-273-8000	Group 120, Inc.
IN	South Bend	1437	52931 State Rd 933	46637	574-855-1470	Group 120, Inc.
IN	Speedway	1610	5945 Crawfordsville Rd	46224	317-243-4700	JHT Enterprises, LLC
IN	St. John	847	9939 Wicker Ave	46373	219-365-8604	JC2 Corporation
IN	Terre Haute	1092	1110 Wabash Ave	47807	812-234-9300	Two Knuckleheads, LLC
IN	Valparaiso	1118	3125 N Calumet Ave	46383	219-477-5511	Dawson's Restaurants - Valparaiso, Inc
IN	Valparaiso	359	1608 E Lincolnway	46383	219-548-9911	Lil Saver Merrillville Inc.
IN	Vincennes	2120	2361 N 6th St	47591	812-494-2315	P & J Ventures LLC
IN	Warsaw	1654	1979 N Detroit St	46580	574-269-5555	JGLT, Inc.
IN	Warsaw	2545	2301 E Center St	46580	574-267-6348	JGLT, Inc.

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IN	Westfield	3545	17409 Wheeler Rd	46074	317-804-2090	Finner, LLC
IN	Whitestown	3979	6420 Whitestown Pkwy	46075	317-769-3900	Culinary Misfit, LLC
KS	Colby	3681	615 W Willow	67701	785-460-3278	JJS#3681 LLC
KS	Dodge City	2025	1601 W Wyatt Earp Blvd	67801	620-371-6803	TCBP LLC
KS	El Dorado	3960	2733 W. Central Avenue	67042	316-600-5053	Before the Hunt, LLC
KS	Emporia	1298	726 Commercial St	66801	620-342-0000	TYC, LLC
KS	Garden City	2194	501 E Kansas Ave	67846	620-805-6880	GCJJ Enterprises LLC
KS	Hays	1084	1104 E 27th St	67601	785-621-2227	Berry Investments Inc.
KS	Hutchinson	1248	900 E 30th Ave	67502	620-662-5500	Bushwood Investments, LLC
KS	Lansing	1228	834 N Main St	66043	913-727-2100	MBJJ, LLC
KS	Lawrence	485	1720 W 23rd St	66046	785-838-3737	Bushwood Investments, LLC
KS	Lawrence	486	922 Massachusetts St	66044	785-841-0011	Bushwood Investments, LLC
KS	Lawrence	607	601 Kasold	66049	785-331-2222	Bushwood Investments, LLC
KS	Leawood	1085	4302 W 119th St	66209	913-345-1010	Popkin Shoppes 2, LLC
KS	Leawood	1787	10314 Stateline Rd	66206	913-730-3920	Stateline JJ, LLC
KS	Lenexa	2158	9410 Renner Blvd	66219	913-948-5555	Lenexa JJ, LLC
KS	Lenexa	1990	11902 W 95th St	66215	913-601-3979	Oak Park JJ, LLC
KS	Manhattan	487	1212 Moro St	66502	785-539-7454	Bushwood Investments, LLC
KS	Manhattan	2272	2707 Anderson Ave	66502	785-320-7755	Bushwood Investments, LLC
KS	Merriam	3241	5935 Ikea Way	66202	913-831-4525	Woodland Capital, LLC
KS	Mission	1030	5307 Johnson Dr	66205	913-789-7485	JJ's of Kansas, LLC
KS	Olathe	1323	283 N Hwy 7	66061	913-254-7299	LRJJ, LLC
KS	Olathe	734	12124 S Strang Line Rd	66062	913-538-5773	Olathe North JJ, LLC
KS	Olathe	1597	20180 W 153rd St	66062	913-397-0684	OSJJ, LLC
KS	Overland Park	1471	8601 College Blvd	66210	913-339-6166	OPJJ LLC
KS	Overland Park	822	7208 W 135th St	66223	913-851-2700	Popkin Shoppes, LLC
KS	Overland Park	2159	11921 W 119th St	66213	913-730-3550	Q119 JJ, LLC
KS	Overland Park	1371	8937 W 95th St	66212	913-341-2139	SBJJ, LLC
KS	Overland Park	990	8215 Metcalf Ave	66204	913-232-4900	UBJJ, LLC
KS	Pittsburg	1768	1106 S Broadway St	66762	620-308-6700	KC1768, LLC
KS	Salina	1166	1661 S Ohio St	67401	785-820-5727	Bushwood Investments, LLC
KS	Shawnee	1042	11110 W 75th St	66214	913-268-4603	KSJJ, LLC
KS	Shawnee	1533	12106 Shawnee Mission Pkwy	66216	913-948-6515	TQ JJ, LLC
KS	Topeka	2387	2038 SW Gage Blvd	66604	785-215-8733	Gage LLC
KS	Topeka	1040	1025 SW Wanamaker Rd	66604	785-272-0000	TYC, LLC
KS	Topeka	1297	2007 NW Topeka Blvd	66608	785-215-8613	TYC, LLC
KS	Wichita	932	340 N Rock Rd	67206	316-682-4441	Bushwood Investments, LLC



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KS	Wichita	1109	3300 N Rock Rd	67226	316-636-1133	Bushwood Investments, LLC
KS	Wichita	1301	517 N Hillside St	67214	316-682-7700	Bushwood Investments, LLC
KS	Wichita	1402	10758 W 21st St N	67205	316-722-9700	Bushwood Investments, LLC
KS	Wichita	2271	7325 W Taft	67209	316-722-9000	Bushwood Investments, LLC
KY	Ashland	2347	205 Town Center Dr	41101	606-326-0011	MPV Management Inc.
KY	Bowling Green	394	1916 Russellville Rd	42101	270-393-8884	Freaky Fast 2, LLC
KY	Bowling Green	2649	900 Fairview Ave	42101	270-715-0795	Freaky Fast 3, LLC
KY	Bowling Green	1929	1689 S Campbell Ln	42104	270-904-1222	Freaky Fast Inc.
KY	Covington	3459	627 Madison Ave	41011	859-261-0444	Stinler, Inc.
KY	Crescent Springs	1381	2404 High St	41017	859-331-1112	Stinler, Inc.
KY	Crestview Hills	2488	2882 Town Center Blvd	41017	859-578-9900	Stinler, Inc.
KY	Danville	2996	1560 Hustonville Rd	40422	859-209-2472	CentricSC, LLC
KY	Elizabethtown	3854	1024 N Dixie Ave	42701	270-982-3278	PDQ Foods, LLC
KY	Florence	1319	7921 Mall Rd	41042	859-525-0600	Stinler, Inc.
KY	Fort Knox	4209	2013 Eisenhower Ave	40121	502-684-6000	PDQ Foods, LLC
KY	Frankfort	1794	325 Versailles Rd	40601	502-848-4050	JJ Sub Management, Inc.
KY	Frankfort	4232	930 Louisville Rd	40601		Sandwich Squad, Inc
KY	Georgetown	1667	101 Magnolia Dr	40324	502-863-0404	JJ Sub Management, Inc.
KY	Hebron	1285	2111 N Bend Rd	41048	859-586-0000	C1285 LLC
KY	Highland Heights	1567	2521 Wilson Ave	41076	859-442-5555	Stinler, Inc.
KY	Lexington	688	397 Waller Ave	40504	859-231-0083	Sandwich Squad, Inc
KY	Lexington	884	3130 Mapleleaf Dr	40509	859-543-1666	Sandwich Squad, Inc
KY	Lexington	1313	3735 Palomar Centre Dr	40513	859-523-6999	Sandwich Squad, Inc
KY	Lexington	1314	1397 W Main St	40508	859-309-2999	Sandwich Squad, Inc
KY	Lexington	1899	2535 Nicholasville Rd	40503	859-523-6600	Sandwich Squad, Inc
KY	Lexington	2110	547 Euclid Ave	40502	859-367-0228	Sandwich Squad, Inc
KY	Lexington	3026	1445 Newtown Center Way	40511	859-523-1104	Sandwich Squad, Inc
KY	Lexington	3930	105 N Mill St	40507	859-469-9830	Sandwich Squad, Inc
KY	Lexington	3931	427 Redding Rd	40517	859-523-4185	Sandwich Squad, Inc
KY	Louisville	2200	4919 Brownsboro Rd	40222	502-425-2195	DPR Enterprises, LLC
KY	Louisville	2695	9156 Taylorsville Rd	40299	502-491-8086	DPR Enterprises, LLC
KY	Louisville	2696	4828 Norton Healthcare Blvd	40241	502-425-7595	DPR Enterprises, LLC
KY	Louisville	3234	12915 Factory Ln	40245	502-241-6666	DPR Enterprises, LLC
KY	Louisville	655	415 W Jefferson St	40202	502-625-7101	Slugger Subs, Inc.
KY	Louisville	749	3901 Dutchmans LN	40207	502-894-9393	Slugger Subs, Inc.
KY	Louisville	814	4000 Shelbyville Rd	40207	502-894-3331	Slugger Subs, Inc.

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KY	Louisville	874	1321 S Hurstbourne Pkwy	40222	502-425-4515	Slugger Subs, Inc.
KY	Louisville	1081	976 Baxter Ave	40204	502-587-0550	Slugger Subs, Inc.
KY	Louisville	1231	301 E Market St	40202	502-587-7888	Slugger Subs, Inc.
KY	Louisville	1232	341 W Cardinal Blvd	40208	502-634-3334	Slugger Subs, Inc.
KY	Louisville	1474	12903 Shelbyville Rd	40243	502-384-8884	Slugger Subs, Inc.
KY	Louisville	1816	3507 Poplar Level Rd	40213	502-451-5888	Slugger Subs, Inc.
KY	Louisville	2625	10520 Westport Rd	40241	502-425-0022	Slugger Subs, Inc.
KY	Morehead	1877	110 Flemingsburg Rd	40351	606-784-0010	Jindal Enterprises, Inc.
KY	Nicholasville	1752	113 Bryant Dr	40356	859-881-1037	Sabourin Sandwiches, LLC
KY	Owensboro	1828	2300 Fredrica St	42301	270-688-0235	Stinler, Inc.
KY	Paducah	1564	414 Lone Oak Dr	42001	270-442-0011	JJ's of Kentucky, LLC
KY	Paducah	2559	5015 Hinkleville Road	42001	270-408-7777	JJ's of Kentucky, LLC
KY	Pikeville	3197	111 Justice Way	41501	606-437-1786	CRH Enterprises, LLC
KY	Richmond	3019	1074 Barnes Mill Rd	40475	859-353-8391	Keffer-Hoffman, LLC
KY	Versailles	3999	478 Kroger Way	40383	859-251-4412	Sandwich Squad, Inc
KY	Winchester	3346	2 Carol Rd	40391	859-385-4187	Keffer-Hoffman, LLC
LA	Alexandria	2539	3601 Masonic Dr	71301	318-704-6122	Spartan Mutual Investments & Acquisition Firm LLC
LA	Baton Rouge	3208	9655 Perkins Rd	70810	225-367-1290	Blue Perkins, LLC
LA	Baton Rouge	1980	201 3rd St	70801	225-379-8500	JJ Downtown, LLC
LA	Baton Rouge	3246	4555 Essen Ln	70809	225-757-8090	JJ Essen, LLC
LA	Baton Rouge	3500	8190 Jefferson Hwy	70809	225-924-3461	JJ Jefferson, LLC
LA	Baton Rouge	2339	1082 W Lee Dr	70820	225-763-2222	JJ LEE, LLC
LA	Baton Rouge	1283	3043 Perkins Rd	70808	225-382-3914	Wilkinson Restaurant Group, LLC
LA	Baton Rouge	1559	10711 Coursey Blvd	70816	225-292-7348	WRG2, LLC
LA	Bossier City	2885	2610 Airline Dr	71111	318-742-4000	Walbros2885, LLC
LA	Covington	2299	70380 Hwy 21	70433	985-400-5666	Blue Boiler Cats V, LLC
LA	Covington	3148	1111 Greengate Dr	70433	985-888-1401	Blue Boiler Cats VIII, LLC
LA	Gonzales	2612	114 S Airline Hwy	70737	225-644-5712	Roux Bear #1, LLC
LA	Hammond	1776	1712 SW Railroad Ave	70403	985-419-2820	Roux Bear #3, LLC
LA	Harahan	1977	1000 S Clearview Pkwy	70123	504-407-0990	Blue Boiler Cats III, LLC
LA	Lafayette	2533	3816 Ambassador Caffery	70503	337-534-0465	JJ of Ambassador Caffery, LLC
LA	Lake Charles	2708	4459 Nelson Rd	70605	337-602-6254	DMJ Ventures LLC
LA	Marrero	2303	1625 Barataria Blvd	70072	504-249-5292	Blue Boiler Cats VII, LLC
LA	Metairie	1653	4301 Veterans Blvd	70006	504-454-1234	Blue Boiler Cats 1, LLC
LA	New Orleans	1807	7621 Maple St	70118	504-301-3057	Blue Boiler Cats II, LLC
LA	New Orleans	2300	900 Poydras St	70112	504-309-5405	Blue Boiler Cats IV, LLC
LA	New Orleans	2301	404 N Carrollton Ave	70119	504-570-6184	Blue Boiler Cats VI, LLC
LA	Opelousas	3005	634 Creswell Ln	70570	337-942-5970	Ricky Johns, LLC
LA	Prairieville	3556	17097 Airline Highway	70769	225-744-6606	Roux Bear #2, LLC
LA	Ruston	3501	600 S Trenton St	71270	318-224-7150	Iron Oaks Enterprises, LLC
LA	Shreveport	2053	7140 Youree Dr	71105	318-797-5800	Walbros LLC

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LA	Slidell	3149	1806 Lindberg Dr	70458	985-202-1699	Blue Boiler Cats Master, LLC
LA	Thibodaux	3100	114 Laura Dr	70301	985-492-9555	F-0GH II, LLC
MA	Boston	2846	413 D St	2210	857-317-3947	Northshore District I LLC
MA	Northborough	3361	10010-B Shops Way	1532	508-466-2222	Sbordon Enterprises Corporation
MA	Waltham	2843	475 Winter St	2451	781-907-7158	Northshore District I LLC
MA	Worcester	3481	1 Mercantile St	1608	508-755-3124	SBD Development, LLC
MD	Annapolis	1586	139 Main St	21401	410-280-3561	FourKE, Inc.
MD	Annapolis	1634	1901 Towne Centre Blvd	21401	410-224-3461	FourKE, Inc.
MD	Baltimore	1476	401 W Pratt St	21201	410-685-3377	Dolchin Pratt, LLC
MD	Baltimore	1909	1723 Whetstone Way	21230	410-685-1999	Dolchin, LLC
MD	College Park	348	7410 A Baltimore Ave	20740	301-927-7827	College Park Sandwiches, LLC
MD	Columbia	2223	8827 Centre Park Dr	21045	410-730-5511	Submasters of Centre Park, LLC
MD	Columbia	1991	7075 Minstrel Way	21046	410-381-1000	SubMasters of Minstrel, LLC
MD	Columbia	728	6191 Old Dobbin Rd	21045	410-872-0010	SubMasters of Towson, LLC
MD	Crofton	2945	1699 Crofton Center	21114	443-584-4402	HM Holdings – CP, LLC
MD	Ellicott City	2036	9339 Baltimore National Pike	21042	410-750-2010	Bigface Subs, Inc.
MD	Frederick	1571	5221 Presidents Ct	21703	301-695-4669	AJC & Partners LTD
MD	Gaithersburg	2217	523 Quince Orchard Rd	20878	301-355-8960	Tobin Enterprises, LLC
MD	Hagerstown	1812	1723 Dual Hwy	21740	301-790-9799	CBBC, LLC
MD	Hagerstown	3003	18340 Spark Dr	21740	240-267-2201	COBBCC, LLC
MD	Hanover	2868	2645 Annapolis Rd	21076	410-551-6393	FourKE, Inc.
MD	Ijamsville	2354	3321 Worthington Blvd	21754	301-874-0700	AJC & Partners LTD
MD	Jessup	3238	8530 Washington Blvd	20794	410-872-0069	Submasters of Maryland 2, LLC
MD	Lexington Park	2225	46320 Lexington Village Way	20653	240-237-8398	By Grace Lexington Park, LLC
MD	Linthicum Heights	1396	1700 W Nursery Rd	21090	410-684-6900	Submasters of Arundel, LLC
MD	Owings Mills	2260	10450 Owings Mills Blvd	21117	410-581-3050	Ture North No. 1, LLC
MD	Rosedale	2538	8652 Pulaski Hwy	21237	410-918-2450	Two Boats, LLC
MD	Salisbury	3688	1306 S Salisbury Blvd	21801	443-736-3792	Kelly Aine Enterprises, LLC
MD	Severna Park	1987	537 Ritchie Hwy	21146	410-544-8600	Lendall Ventures, LLC
MD	Timonium	2285	1819 York Rd	21093	443-991-5183	DISTRICT SANDWICH, LLC
MD	Waldorf	1850	2481 Crain Hwy	20601	240-210-8227	By Grace Investments, LLC
MI	Adrian	707	1502 W Maumee St	49221	517-263-6400	SIM Family Foods, LLC
MI	Allen Park	1210	3420 Fairlane Dr	48101	313-982-9240	Tohme Brothers VII, LLC
MI	Allendale	677	4814 Lake Michigan Dr	49401	616-892-2000	Rising Dough, Inc.
MI	Alma	2396	1480 Wright Ave	48801	989-463-0022	JJIMI, LLC
MI	Alpena	947	494 S Ripley Blvd	49707	989-354-5600	Chase, Killian, LLC
MI	Auburn Hills	1243	4433 Interpark Dr	48321	248-475-8922	Tohme Brothers XLI LLC
MI	Auburn Hills	247	3976 Baldwin Rd	48326	248-322-1379	Tohme Brothers XXIX LLC
MI	Auburn Hills	510	2791 University Ave	48326	248-377-6065	Tohme Brothers XXXV LLC

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MI	Battle Creek	1230	5568 Beckley Rd	49015	269-979-2699	JJBC1, LLC
MI	Battle Creek	2692	25 Capital Ave SW	49017	269-969-3966	JJBC2, LLC
MI	Bay City	296	719 Washington Ave	48707	989-893-8888	RES Enterprises, LLC
MI	Benton Harbor	565	1040C Napier Rd	49022	269-934-6660	MVK Berrien County, LLC
MI	Big Rapids	149	21445 Perry Ave	49307	231-592-1042	Walters-Dimmick Petroleum, Inc.
MI	Bingham Farms	1953	30130 Telegraph Rd	48025	248-712-4485	Tohme Brothers XLIX LLC
MI	Birch Run	3835	8830 Main St	48415	989-244-6363	L & M Partners 2, LLC
MI	Birmingham	1443	33524 Woodward Ave	48009	248-594-4769	Tohme Brothers XLII LLC
MI	Bloomfield Hills	1951	2481 S Telegraph Rd	48302	248-481-9594	Tohme Brothers XLVII LLC
MI	Bloomfield Township	1444	42855 Woodward Ave	48304	248-333-4990	Tohme Brothers XLIII LLC
MI	Brighton	469	750 W Grand River Ave	48116	810-220-2815	Tohme Brothers XIV, LLC
MI	Brighton	1797	10004 E Grand River Ave	48116	810-588-4712	Tohme Brothers XV, LLC
MI	Cadillac	3894	207 S. Mitchell Street	49601	231-444-6286	Little & Little, INC.
MI	Caledonia	617	1625 Marketplace Dr	49316	616-656-5570	Walters-Dimmick Petroleum, Inc.
MI	Canton	2188	6535 N Canton Center Rd	48187	734-927-3100	JCD Canton Center, LLC
MI	Canton	374	41806 Ford Rd	48187	734-844-6112	JCD Ford, LLC
MI	Canton	944	41439 Michigan Ave	48188	734-398-7626	Tohme Brothers VI, LLC
MI	Canton	2360	46550 Michigan Ave	48188	734-495-1210	Tohme Brothers XVI, LLC
MI	Chesterfield Township	434	46526 Gratiot Ave	48051	586-949-2400	Nicosia Enterprises, Inc.
MI	Clarkston	909	5601 Sashabaw Rd	48346	248-625-0037	Tohme Brothers XL LLC
MI	Clawson	249	1222 W 14 Mile Rd	48017	248-655-0511	Tohme Brothers XXXI LLC
MI	Clinton Township	586	40067 Groesbeck Hwy	48036	586-469-9630	J&J Restaurant Company
MI	Clinton Township	1588	37119 S Gratiot Ave	48036	586-493-9680	J&J Restaurant Company
MI	Clinton Township	312	42966 Hayes Rd	48038	586-286-9999	Turner Services Group, Inc.
MI	Clio	3976	4323 Vienna Rd	48420	810-547-1000	L & M Partners 3, LLC
MI	Coldwater	1965	422 E Chicago St	49036	517-278-5646	Melton-Timmons, LLC
MI	Commerce Township	701	3050 Union Lake Rd	48382	248-363-0393	Thome Brothers XXII LLC
MI	Commerce Township	943	40210 W 14 Mile Rd	48390	248-669-6675	Tohme Brothers V, LLC
MI	Comstock Park	463	4064 Alpine Ave NW	49321	616-785-3000	JJ Alpine, Inc.
MI	Davison	1570	1133 S State Rd	48423	810-653-3100	Triple JR and Associates – Flint, LLC
MI	Dearborn	580	16201 Ford Rd	48126	313-982-9884	Samaha & Hammoud, LLC.
MI	Dearborn	866	22171 Michigan Ave	48124	313-274-4530	Yafa & Nermeen, LLC
MI	Dearborn Heights	427	26417 Ford Rd	48127	313-278-5362	Hammoud & Samaha, LLC
MI	Detroit	245	5118 Anthony Wayne	48202	313-832-7614	Tohme Brothers XXVII LLC

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MI	Detroit	421	95 Monroe St	48226	313-963-9131	Tohme Brothers XXXII LLC
MI	Detroit	573	615 Griswold	48226	313-963-1044	Tohme Brothers XXXVI LLC
MI	Dundee	3269	568 Tecumseh St	48131	734-823-5808	Eickmann Management Group, LLC
MI	Escanaba	2167	811 N Lincoln Rd	49829	906-233-9890	CCL & M of Marquette, Inc.
MI	Farmington Hills	2019	24208 Orchard Lake Rd	48336	248-888-0964	Tohme Brothers IX, LLC
MI	Farmington Hills	908	27901 Orchard Lake Rd	48334	248-489-1988	Tohme Brothers XXXIX LLC
MI	Fenton	1395	3208 W Silver Lake Rd	48430	810-714-9393	Integra Holdings Corp.
MI	Ferndale	2519	23141 Woodward Ave	48220	248-543-1464	Tohme Brothers LI LLC
MI	Flat Rock	3834	26857 Telegraph Rd	48134	734-795-6943	Wolf Bite, Inc
MI	Flint	2781	2420 W Hill Rd	48507	810-835-4669	Davis & Pudvay, LLC
MI	Flint	1148	3292 S Linden Rd	48507	810-732-7000	Integra Holdings Corp.
MI	Flint	3010	601 N Grand Traverse St	48503	810-232-3717	Integra Holdings Corp.
MI	Flint	4136	3702 E Court St	48506	810-878-9555	L&M Partners 6, LLC
MI	Fort Gratiot	689	4079 24th Ave	48059	810-385-7827	J.P.S. Enterprises, LLC
MI	Frankenmuth	4135	517 N Main St	48734	989-262-8219	L&M Partners 5, LLC
MI	Fraser	310	31205 Utica Rd	48026	586-296-7777	Turner Services Group, Inc.
MI	Gaylord	2079	1429 W Main St	49735	989-448-2533	Loshaw TT1 INC
MI	Grand Blanc	461	11528 S Saginaw St	48439	810-953-9200	MN & JE, LLC
MI	Grand Haven	894	530 A Way	49417	616-844-1155	JJ of GR, Inc
MI	Grand Rapids	2063	3428 Plainfield Ave NE	49525	616-365-9300	JJ Alpine, Inc.
MI	Grand Rapids	686	2121 Celebration Dr	49525	616-364-1111	JJ of GR, Inc
MI	Grand Rapids	1157	1533 Wealthy St SE	49506	616-459-4330	JJ of GR, Inc
MI	Grand Rapids	3701	5378 Plainfield Ave NE	49525	616-361-2300	JJWMI, Inc.
MI	Grand Rapids	671	2751 E Beltline Ave SE	49546	616-285-4700	MVK 671 28th Street, LLC
MI	Grand Rapids	566	63 Monroe Center St	49503	616-235-4500	MVK Downtown GR, LLC
MI	Grand Rapids	954	648 Monroe St	49503	616-242-0000	MVK Downtown GR, LLC
MI	Grand Rapids	3483	629 Michigan St NE	49503	616-233-9630	MVK Downtown GR, LLC
MI	Grand Rapids	685	3989 Cascade Rd SE	49546	616-808-3193	MVK Management, Inc.
MI	Grand Rapids	811	1233 Leonard StNE	49505	616-458-7704	MVK Management, Inc.
MI	Grand Rapids	1076	5925 28th St SE	49546	616-957-3933	MVK Management, Inc.
MI	Grandville	1029	4365 Canal Ave SW	49418	616-261-1300	JJ of GR, Inc
MI	Greenville	2617	703 S Greenville W Dr	48838	616-712-6219	JJIMI – Greenville, LLC
MI	Grosse Pointe Woods	387	19613 Mack Ave	48236	313-884-8420	J&J Restaurant Company
MI	Hartland	1239	9998 Highland Rd	48353	810-632-6500	Integra Holdings Corp.
MI	Hazel Park	2213	24063 Dequindre Rd	48030	248-546-8530	Tohme Brothers XII, LLC

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MI	Hemlock	250	251 W Saginaw Rd	48626	989-642-7777	JRT Enterprises, Inc.
MI	Holland	2923	770 E 16th St	49423	616-394-1466	MVK of Holland II, LLC
MI	Holland	373	12719 Riley St	49424	616-796-0006	MVK of Holland III, LLC
MI	Holland	2323	23 E 8th St	49423	616-494-6860	MVK of Holland, LLC
MI	Houghton	1352	811 Shelden Ave	49931	906-483-0768	CCL & M of Marquette, Inc.
MI	Howell	764	1485 N Michigan Ave	48843	517-546-1000	Integra Holdings Corp.
MI	Howell	2175	1504 Lawson Dr	48843	517-545-0079	Integra Holdings Corp.
MI	Hudsonville	1116	6498 Balsam Dr	49426	616-669-1000	MAD-DAD Ventures, LLC
MI	Iron Mountain	2168	W8159 S US Hwy 2/141	49801	906-828-1871	CCL & M of Marquette, Inc.
MI	Jackson	605	2101 W Michigan	49202	517-784-8224	Brunsch & Sons
MI	Jenison	3321	7550 Cottonwood Dr	49428	616-457-8000	JJWMI, Inc.
MI	Kalamazoo	2869	4608 Stadium Dr	49008	269-375-0003	2869 JJKAL Enterprises, LLC
MI	Kalamazoo	2950	5585 Gull Rd	49048	269-459-9801	2CF Enterprises, LLC
MI	Kalamazoo	3574	5208 S 9th St	49009	269-447-2921	3574 JJKAL Enterprises, LLC
MI	Kalamazoo	921	3116 S Westnedge Ave	49008	269-343-4400	921 JJKAL Enterprises, LLC
MI	Kalamazoo	3680	3606 S Sprinkle Rd	49001	269-775-1590	Tashio, LLC
MI	Kentwood	1666	3870 52nd St SE	49512	616-554-2052	Walters-Dimmick Petroleum, Inc.
MI	Lapeer	1211	1247 Demille Rd	48446	810-245-3880	Brogul Enterprises, LLC
MI	Livonia	1072	33177 W 8 Mile Rd	48152	248-471-9390	JCD III, LLC
MI	Livonia	2276	19190 Middlebelt Rd	48152	248-381-5040	JCD Middlebelt, LLC
MI	Livonia	2917	13453 Middlebelt Rd	48150	734-853-3307	JCD South 96, LLC
MI	Livonia	271	37671 Six Mile Rd	48152	734-462-3700	JCD271, LLC
MI	Livonia	519	33299 Plymouth Rd	48150	734-261-4540	JCD519, LLC
MI	Lowell	4216	1279 W. Main St	49331	616-457-8060	JJ Alpine, Inc.
MI	Ludington	2072	5865 W US Hwy 10	49431	231-843-5646	Makfinn Brand Inc.
MI	Macomb	309	18357 Hall Rd	48044	586-416-3333	Turner Services Group, Inc.
MI	Madison Heights	1952	32215 John R. Rd	48071	248-583-9200	Tohme Brothers XLVIII LLC
MI	Madison Heights	248	1535 E 12 Mile Rd	48071	248-541-5112	Tohme Brothers XXX LLC
MI	Marquette	902	1125 N Third St	49855	906-226-9000	C&C OF MARQUETTE, LLC
MI	Marquette	1193	3228 US Highway 41 W	49855	906-226-9001	CCL & M of Marquette, Inc.
MI	Marysville	1303	2880 Gratiot Rd	48040	810-388-0800	JPS Enterprises – Marysville LLC
MI	Midland	494	1916 S Saginaw Rd	48642	989-837-1000	Phoenix Enterprises II, Inc
MI	Milford	840	545 N Main St	48381	248-685-7601	Integra Holdings Corp.
MI	Monroe	3475	955 S Monroe St	48161	734-241-1500	AVJ Group, LLC
MI	Monroe	520	2237 Telegraph	48162	734-240-0155	Baiport Enterprises, LLC.
MI	Mt. Pleasant	131	1901 S Mission St	48858	989-775-3844	Phoenix Enterprises II, Inc
MI	Mt. Pleasant	658	117 E Broadway St	48858	989-773-4444	Phoenix Enterprises II, Inc
MI	Muskegon	2922	1863 E Apple Ave	49442	231-773-0168	MVK Apple, LLC

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MI	New Baltimore	1974	35100 23 Mile Rd	48047	586-716-2600	Nicosia Enterprises, Inc.
MI	New Hudson	2483	30749 Milford Rd	48165	248-486-2900	Tohme Brothers XVIII, LLC
MI	Niles	1492	1260 S 11th St	49120	269-683-2200	J Levy, LLC
MI	Northville	2780	39825 Traditions Dr	48168	248-380-1380	JCD Haggerty, LLC
MI	Norton Shores	810	3445 Henry St	49441	231-737-1100	MVK Management, Inc.
MI	Novi	543	31204 Beck Rd	48376	248-624-9620	Tohme Brothers II, LLC
MI	Novi	396	39601 Grand River Avenue	48375	248-442-9872	Tohme Brothers, LLC
MI	Owosso	1383	1018 E Main St	48867	989-725-7200	JJRESST, LLC
MI	Oxford	871	1530 S Lapeer Rd	48371	248-628-0983	Integra Holdings Corp.
MI	Paw Paw	4212	821 S Kalamazoo St	49079	269-415-3112	CBD Subs, LLC
MI	Petoskey	1374	441 E Mitchell St	49770	231-753-2042	CV&N Company
MI	Plainwell	2887	1255 M-89	49080	269-204-6365	JJPL, LLC
MI	Plymouth	364	770 Penniman Ave	48170	734-737-0770	JCD Penniman, LLC
MI	Plymouth Township	640	47261 5 Mile Rd	48170	734-455-5345	Tohme Brothers III, LLC
MI	Port Huron	2419	915 24th St	48060	810-990-8639	JPS Enterprises - Port Huron LLC
MI	Port Huron	3895	208 Huron Ave	48060	810-824-3811	RFV Holdings, LLC
MI	Portage	2982	7503 S Westnedge	49002	269-323-7000	2982 JJKAL Enterprises, LLC
MI	Richmond	1836	66822 Gratiot Ave	48062	586-430-1494	JPS Enterprises – Richmond, LLC
MI	Rochester Hills	231	1186 Walton Blvd	48307	248-651-3527	Tohme Brothers XXVI LLC
MI	Rockford	2231	400 E Division St	49341	616-863-3330	JJ Alpine, Inc.
MI	Romulus	3469	35351 Goddard Rd	48174	734-992-6170	Tohme Brothers XX, LLC
MI	Roseville	766	29016 Gratiot Ave	48066	586-498-9291	KepZon, LLC
MI	Royal Oak	150	413 S Main St	48067	248-544-4696	Tohme Brothers XXV LLC
MI	Saginaw	33	118 S Michigan Ave	48602	989-791-9000	L&M Partners #4, LLC
MI	Saginaw	4129	5580 State St	48603	989-401-6665	Sagresst Too, LLC
MI	Saginaw	3516	4480 Bay Rd	48603	989-249-9000	SAGRESST, LLC
MI	Sault Ste. Marie	2486	2200 Ashmun St	49783	906-253-9440	CCL & M of Marquette, Inc.
MI	Shelby Township	307	50672 Schoenherr Rd	48315	586-247-2400	Turner Services Group, Inc.
MI	Shelby Township	3598	47456 Van Dyke	48315	586-991-7831	Turner Services Group, Inc.
MI	South Lyon	1097	22662 Pontiac Trl	48178	248-486-7030	Tohme Brothers IV, LLC
MI	Southfield	2237	25247 Telegraph Rd	48033	248-327-6637	Tohme Brothers XIII, LLC
MI	Southfield	246	29033 Southfield Rd	48076	248-569-0647	Tohme Brothers XXVIII LLC
MI	Southfield	753	23255 Greenfield Rd	48075	248-552-5446	Tohme Brothers XXXVII LLC
MI	Southfield	754	25150 Evergreen Rd	48075	248-304-1146	Tohme Brothers XXXVIII LLC
MI	Southgate	2050	12964 Dix-Toledo Rd	48195	734-285-6410	Tohme Brothers X, LLC

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MI	St. Clair Shores	683	23118 Harper Ave	48080	586-773-3550	J&J Restaurant Company
MI	St. Clair Shores	2619	31378 Harper Ave	48082	586-294-3866	KepZon, LLC
MI	St. Joseph	755	320 State St	49085	269-982-9980	MVK Berrien County, LLC
MI	Sterling Heights	286	40846 Van Dyke	48313	586-979-5700	Turner Services Group, Inc.
MI	Sterling Heights	308	36324 Van Dyke	48312	586-264-7777	Turner Services Group, Inc.
MI	Sterling Heights	311	43028 Mound Rd	48314	586-254-2100	Turner Services Group, Inc.
MI	Taylor	1196	10105 Telegraph Rd	48180	313-292-5777	COX III, LLC
MI	Taylor	796	23310 Eureka Rd	48180	734-374-5400	Cox V, LLC
MI	Traverse City	720	1217 E Front St	49684	231-929-2999	Cherry Capital Sandwiches, Inc.
MI	Traverse City	1967	1294 W South Airport Rd	49686	231-935-9355	Cherry Capital Sandwiches, Inc.
MI	Troy	1954	2016 W Big Beaver Rd	48084	248-822-1100	Tohme Brothers L LLC
MI	Troy	1622	6842 S Rochester Rd	48085	248-879-0369	Tohme Brothers XLIV LLC
MI	Troy	1950	5373 Crooks Rd	48098	248-952-1660	Tohme Brothers XLVI LLC
MI	Troy	471	3083 Rochester Rd	48083	248-720-2444	Tohme Brothers XXXIII LLC
MI	Walker	1251	4482 Lake Michigan Dr NW	49544	616-735-0800	JJ of GR, Inc
MI	Walker	3160	2529 Alpine Ave NW	49544	616-365-3000	JJWMI, Inc.
MI	Walled Lake	4007	1102 E West Maple Rd	48390	248-956-7922	Tohme Brothers XXI, LLC
MI	Warren	398	30661 Hoover Rd	48093	586-558-9090	KepZon, LLC
MI	Warren	399	5858 12 Mile Rd	48092	586-751-4800	KepZon, LLC
MI	Warren	2184	7568 E 9 Mile Rd	48091	586-757-7500	TSG Centerline, LLC
MI	Washington Township	1633	65940 Van Dyke Ave	48095	586-336-9120	JJ North, LLC
MI	Waterford	459	5639 Dixie Hwy	48329	248-623-6733	Cox II, LLC
MI	Waterford	771	4998 Highland Rd	48329	248-618-0500	DRSchumacher, Inc.
MI	Wayland	226	1170 W Superior St	49348	269-792-4797	Walters-Dimmick Petroleum, Inc.
MI	Wayne	831	35155 E Michigan Ave	48184	734-722-1430	Tohme Brothers XXIV LLC
MI	Westland	524	36374 Ford Rd	48185	734-405-2500	Cox IV, LLC
MI	White Lake	1185	9278 Highland	48386	248-698-3800	Thome Brothers XXIII LLC
MI	Wixom	1659	49773 Grand River Ave	48393	248-344-4901	Tohme Brothers VIII, LLC
MI	Woodhaven	1204	22211 West Rd	48183	734-675-6000	Wolf Pack Enterprises, Inc.
MI	Wyandotte	440	3169 Biddle St	48192	734-285-4520	Tohme Brothers XVII, LLC
MI	Wyoming	2096	1851 44th St SW	49519	616-257-0777	JJ Alpine, Inc.
MI	Wyoming	3159	2045 28th St SW	49519	616-530-5000	JJWMI, Inc.
MI	Wyoming	3322	485 44th St SE	49548	616-249-8200	JJWMI, Inc.
MI	Wyoming	812	5795 Byron Center Ave SW	49519	616-531-2181	MVK Management, Inc.
MI	Zeeland	684	59 W Washington	49464	616-931-6640	MVK Management, Inc.
MN	Alexandria	793	4617 State Hwy 29 S	56308	320-762-8911	Grinder Development, Inc.
MN	Apple Valley	1048	14875 Florence Trail	55124	952-236-8900	The Lambi Corporation
MN	Arden Hills	1532	3845 Lexington Ave N	55126	651-484-4882	STP JJ Team I, LLC
MN	Austin	2357	803 18th Ave NW	55912	507-396-8300	Kerr-McCauley Austin, LLC



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MN	Bemidji	2529	1000 Paul Bunyan Dr NW	56601	218-444-0086	Bemidji, LLC
MN	Blaine	518	10400 Baltimore St	55449	763-398-1700	STP JJ Team I, LLC
MN	Blaine	1120	405 87th Ln NE	55434	763-785-4990	STP JJ Team I, LLC
MN	Bloomington	517	5234 W 84th St	55437	952-893-9600	STP JJ Team I, LLC
MN	Bloomington	1611	10609 France Ave S	55431	952-884-4585	STP JJ Team I, LLC
MN	Bloomington	393	605 W 98th St	55420	952-884-6900	The Lambi Corporation
MN	Bloomington	829	7942 Penn Ave S	55431	952-229-8400	The Lambi Corporation
MN	Bloomington	1515	7815 Portland Ave S	55420	952-562-2800	The Lambi Corporation
MN	Brainerd	989	201 NE Washington St	56401	218-270-2550	Grinder Development, Inc.
MN	Brooklyn Center	759	1480 Shingle Creek Crossing	55430	763-503-1500	STP JJ Team I, LLC
MN	Brooklyn Park	549	7637 Jolly Ln	55443	763-420-0050	Jolly Subs, LLC
MN	Brooklyn Park	803	9670 Colorado Ln N	55443	763-424-9944	Out the Door in Four LLC
MN	Buffalo	1153	606 Crossroads Campus Dr	55313	763-682-5595	But We Were On A Break LLC
MN	Burnsville	746	1615 County Rd 42 W	55306	952-435-5400	Atlas NGC, Inc.
MN	Burnsville	479	1900 Hwy 13 E	55337	952-224-5001	The Lambi Corporation
MN	Cambridge	3861	165 Balsam St N	55008	763-645-1282	Ness & Wilson, LLC
MN	Champlin	756	11468 Marketplace Dr	55316	763-433-8888	Champlin Fast Subs, LLC
MN	Chanhassen	724	2635 78th St W	55317	952-401-4321	STP JJ Team I, LLC
MN	Chanhassen	923	7851 Market Blvd	55317	952-567-7800	STP JJ Team I, LLC
MN	Columbia Heights	1459	4955 Central Ave	55421	763-502-8500	STP JJ Team I, LLC
MN	Coon Rapids	467	12673 Riverdale Blvd	55448	763-422-1500	STP JJ Team I, LLC
MN	Coon Rapids	3484	1835 Gateway Dr	55448	763-710-7921	STP JJ Team I, LLC
MN	Cottage Grove	627	7750 Harkness Ave S	55016	651-459-0010	Cottage Grove Lunch Money, LLC
MN	Detroit Lakes	1897	147 Veterans Memorial Pkwy	56501	218-844-7800	The Peters Family Company
MN	Duluth	625	5 S 13th Ave E	55802	218-724-7000	North Shore Subs, LLC
MN	Duluth	2764	952 Woodland Ave	55803	218-522-4506	North Shore Subs, LLC
MN	Duluth	3527	1600 Miller Trunk Highway	55811	218-722-1966	North Shore Subs, LLC
MN	Eagan	804	2874 Hwy 55	55121	651-688-8222	STP JJ Team I, LLC
MN	Eagan	915	3250 Denmark Rd	55121	651-686-5550	STP JJ Team I, LLC
MN	Eagan	2793	2109 Cliff Rd	55122	651-686-0390	The Lambi Corporation
MN	Eden Prairie	916	8439 Joiner Way	55344	952-941-6225	STP JJ Team I, LLC
MN	Eden Prairie	2507	6407 City W Pkwy	55344		STP JJ Team I, LLC
MN	Edina	1743	5128 Edina Industrial Blvd	55439	952-835-8654	STP JJ Team I, LLC
MN	Elk River	861	18175 Carson Ct	55330	763-274-2100	VJ's International Ventures, LLC
MN	Falcon Heights	305	1543 Larpenteur Ave W	55113	651-647-1999	STP JJ Team I, LLC
MN	Faribault	1342	300 Western Ave	55021	507-333-4430	Kerr McCauley Investments, LLC
MN	Fergus Falls	2785	2324 College Way	56537	218-998-5466	TPFC2, LLC

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MN	Forest Lake	864	1966 W Broadway Ave	55025	651-464-8000	Fantastic Four Enterprises, Inc.
MN	Golden Valley	402	8008 Olson Memorial Hwy	55427	763-544-3671	STP JJ Team I, LLC
MN	Grand Rapids	2004	1009 S Pokegama Ave	55744	218-999-5576	JJ Mangia I, LLC
MN	Hastings	696	1743 N Frontage Rd	55033	651-437-3979	STP JJ Team I, LLC
MN	Hutchinson	4118	1094 Highway 15 S	55350	320-587-2222	NYAS, LLC
MN	Inver Grove Heights	1436	5850 Blaine Ave	55077	651-332-8551	STP JJ Team I, LLC
MN	Lakeville	825	17681 Kenwood Trail	55044	952-892-1863	Kerr-McCauley Lakeville, LLC
MN	Little Canada	381	125 Little Canada Rd W	55117	651-291-5000	STP JJ Team I, LLC
MN	Mankato	2021	511 Holly Ln	56001	507-779-7557	Kerr-McCauley IV Mankato
MN	Mankato	522	1600 Warren St	56001	507-388-4999	KM&M Investments Mankato, Inc.
MN	Maple Grove	1184	8099 Wedgewood Ln N	55369	763-416-0301	Vessey Enterprises, Inc.
MN	Maple Grove	1595	13300 Bass Lake Rd N	55311	763-432-7291	Vessey Enterprises, Inc.
MN	Maple Grove	3955	9513 Blackoaks Lane N	55311	763-999-4935	Vessey Enterprises, Inc.
MN	Maplewood	574	3095 White Bear Ave	55109	651-777-4447	STP JJ Team I, LLC
MN	Marshall	1080	1101 E College Dr	56258	507-337-7600	WMS Sandwiches, Inc.
MN	Minneapolis	1102	2317 18th Ave NE	55418	612-788-7827	Fast Subs, LLC
MN	Minneapolis	189	3001 Hennepin S	55408	612-824-2615	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	190	88 S 9th St	55402	612-332-2323	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	191	600 Hennepin Ave S	55403	612-333-6677	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	192	200 6th St S	55402	612-332-8338	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	255	2037 Riverside Ave	55454	612-344-4444	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	256	404 14th Ave SE	55414	612-331-8000	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	257	1 W Franklin Ave	55404	612-767-3333	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	1623	219 Oak St SE	55414	612-331-7827	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	2100	14 University Ave NE	55413	612-378-7827	MIKLIN ENTERPRISES, INC.
MN	Minneapolis	3836	720 3rd St S	55415	612-338-7827	MIKLIN ENTERPRISES, INC.
MN	Minnetonka	4231	17770 MN Highway 7	55345	952-777-4799	NYAS Mankato, LLC
MN	Minnetonka	914	6001 Shady Oak Rd	55343	952-931-0505	STP JJ Team I, LLC
MN	Minnetonka	1202	14200 Wayzata Blvd	55305	952-224-8081	Tonka Subs, LLC
MN	Monticello	970	1117 S Cedar St	55362	763-314-0852	Monticello Lunch Money, LLC
MN	Moorhead	2309	920 Holiday Dr	56560	218-512-4444	SP2, LLC
MN	New Brighton	747	500 5th Ave NW	55112	651-636-0000	STP JJ Team I, LLC
MN	New Hope	1650	5555 Winnetka Ave N	55428	763-537-1501	STP JJ Team I, LLC
MN	New Ulm	3587	219 N Broadway St	56073	507-354-9933	NYAS New Ulm LLC
MN	Oak Park Heights	589	13311 60th St N	55082	651-351-5400	STP JJ Team I, LLC
MN	Osseo	1744	8809 Jefferson Hwy	55369	763-391-0001	STP JJ Team I, LLC
MN	Owatonna	1340	670 W Bridge St	55060	507-413-0999	Kerr McCauley Investments, LLC

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MN	Plymouth	1183	3570 Vicksburg Ln	55447	763-398-2190	Cosoro, LLC
MN	Plymouth	544	2661 Campus Dr	55441	763-231-0270	KJ Smith, Inc.
MN	Ramsey	713	14050 St. Francis Blvd #H	55303	763-323-7829	Bar Rush Money LLC
MN	Richfield	1049	720 W 66th St	55423	612-436-5400	The Lambi Corporation
MN	Rochester	539	9 Third Ave NW	55901	507-289-9900	S & L Trendz, Inc.
MN	Rochester	705	2986 41st St NW	55901	507-424-0100	S & L Trendz, Inc.
MN	Rochester	1663	90 14th St SW	55902	507-424-2000	S & L Trendz, Inc.
MN	Rogers	1235	13785 Rogers Dr	55374	763-428-8900	Lunch Money, Inc.
MN	Rosemount	2479	15088 Claret Ave W	55068	651-423-0100	The Lambi Corporation
MN	Roseville	227	1631 County Road C	55113	651-636-1555	STP JJ Team I, LLC
MN	Savage	1206	14351 Highway 13 S	55378	952-440-2200	Atlas NGC, Inc.
MN	Shakopee	833	1329 Heather St	55379	952-746-5990	Atlas NGC, Inc.
MN	Shakopee	1337	8090 Old Carriage Ct	55379	952-233-4000	Atlas NGC, Inc.
MN	St. Cloud	1403	101 County Rd 120	56303	320-328-7827	Sartell Fast Subs, LLC
MN	St. Cloud	621	14 5th Ave S	56301	320-257-0611	St. Cloud Fast Subs, LLC
MN	St. Louis Park	258	8500 Hwy 7	55426	952-936-7827	MIKLIN ENTERPRISES, INC.
MN	St. Louis Park	259	5340 16th St	55416	952-544-7827	MIKLIN ENTERPRISES, INC.
MN	St. Paul	4	975 Grand Ave	55105	651-222-2221	Braakholter, LLC
MN	St. Paul	188	1999 Ford Pkwy	55116	651-698-8828	Braakholter, LLC
MN	St. Paul	1309	80 Snelling Ave N	55104	651-222-4444	Braakholter, LLC
MN	St. Paul	285	2127 Old Hudson Rd	55106	651-771-0025	STP JJ Team I, LLC
MN	St. Paul	382	523 Jackson St	55101	651-665-9000	STP JJ Team I, LLC
MN	St. Paul	665	2446 University Ave	55114	651-646-4777	STP JJ Team I, LLC
MN	St. Paul	845	1532 W University Ave	55104	651-459-9100	STP JJ Team I, LLC
MN	Waconia	3956	140 Depot Dr	55387	952-442-4477	NYAS, LLC
MN	Wayzata	1061	1140 Wayzata Blvd E.	55391	952-224-9669	Atlas NGC, Inc.
MN	West St. Paul	590	1608 Robert St	55118	651-450-4900	STP JJ Team I, LLC
MN	White Bear Lake	869	1048 Meadowlands Dr	55127	651-426-7827	WBL Fast Subs, LLC
MN	Willmar	1553	1017 1st St	56201	320-235-8520	Braakholter, LLC
MN	Winona	2646	940 Frontenac Dr	55987	507-474-4444	Kerr – McCauley Winona, LLC
MN	Woodbury	516	1960 Donegal Dr	55125	651-738-6000	STP JJ Team I, LLC
MN	Woodbury	1612	7774 Hargis Pkwy	55129	651-458-0034	STP JJ Team I, LLC
MN	Woodbury	3317	1575 Queens Dr	55125	651-702-8914	STP JJ Team I, LLC
MN	Worthington	2485	1300 Hummiston Ave	56187	507-372-5646	Thomson JJ Developments LLC
MO	Arnold	1015	1266 Jeffco Blvd	63010	636-287-9777	Randy James, Inc.
MO	Belton	1194	810 E North Ave	64012	816-318-8441	GH Food Group KC, LLC
MO	Blue Springs	1039	706 N 7 Highway	64014	816-229-3500	Blue Springs JJ, LLC
MO	Brentwood	950	1230 Strassner Dr	63144	314-962-6444	F3 Brentwood, LLC
MO	Bridgeton	1399	11905 St. Charles Rock Rd	63044	314-770-9991	F3 Bridgeton, LLC

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MO	Bridgeton	202	13586 NW Industrial Dr	63044	314-209-0111	White Everest Investments, LLC
MO	Cape Girardeau	507	1800 Broadway	63701	573-335-8800	Big Bad D, LLC
MO	Chesterfield	3583	1711 Clarkson Rd	63017	636-778-2540	KDM Enterprises, LLC
MO	Columbia	162	1019 E Broadway	65201	573-815-0043	MU162 LLC
MO	Columbia	1970	5580 Bull Run Dr	65202	573-777-5566	MU1970 LLC
MO	Columbia	230	912-A Rainforest Pkwy	65202	573-256-7600	MU230 LLC
MO	Columbia	358	212 Corporate Lake Dr	65203	573-499-4442	MU358 LLC
MO	Columbia	656	4008 W Broadway	65203	573-256-1661	MU656 LLC
MO	Creve Coeur	1271	11429 Olive Blvd	63141	314-991-9300	Lugano 2, LLC
MO	Creve Coeur	61	12808 Olive Blvd	63141	314-275-7011	Randy James, Inc.
MO	Des Peres	1022	1090 N Ballas Rd	63131	314-966-7700	Four Leaf Clover Investments, LLC
MO	Ellisville	2655	15961 Manchester Rd	63011	636-220-1812	F3 Ellisville, LLC
MO	Eureka	2173	14 Hilltop Village Center Dr	63025	636-549-3650	KDM Enterprises, LLC
MO	Farmington	1649	1251 Maple St	63640	573-756-3278	Big Bad D, LLC
MO	Fenton	1125	750 Gravois Bluffs Blvd	63026	636-326-5555	Four Leaf Clover Investments, LLC
MO	Festus	1086	1300 Veterans Pkwy	63028	636-465-0405	Randy James, Inc.
MO	Florissant	2891	370 N Hwy 67	63031	314-831-1000	White Palace Investments, LLC
MO	Ft. Leonard Wood	2030	14145 N Dakota Ave	65473	573-329-0505	Raymer Enterprises, LLC
MO	Hannibal	2455	345 N Hwy 61	63401	573-221-1777	Aubuchon Enterprises, Inc.
MO	Harrisonville	4068	1601 N State Hwy Rte 291	64701	816-380-1000	Q- Train Investments, LLC
MO	Hazelwood	1223	6064 N Lindbergh	63042	314-731-3000	White Alps Investments, LLC
MO	Independence	3020	3601 S Noland Rd	64055	816-461-0525	J&M-1, LLC
MO	Jackson	4122	2066 Walton Drive	63755	573-204-0677	BB & V Common Ground, LLC
MO	Jefferson City	1390	128 E High St	65101	573-681-3278	Capital City Subs, LLC
MO	Jefferson City	1250	3750 W Truman Blvd	65109	573-893-7827	Raymer Enterprises, LLC
MO	Joplin	931	407 A Rangeline Rd	64801	417-626-8665	jTHREE, Inc.
MO	Joplin	3553	3030 S Main St	64804	417-553-3461	jTHREE, Inc.
MO	Kansas City	2444	17 W 63rd St	64113	816-612-8720	Brookside JJ, LLC
MO	Kansas City	1034	3900 Broadway Blvd	64111	816-931-9600	KC1034, LLC
MO	Kansas City	1341	9558 N McGee St	64155	816-468-8383	KC1341 LLC
MO	Kansas City	2218	2345 Grand Blvd	64108	816-421-8900	KC2218, LLC
MO	Kansas City	2219	923 Broadway Blvd	64105	816-221-0999	KC2219, LLC
MO	Kansas City	419	4300 Roanoke	64111	816-561-6222	KC419, LLC
MO	Kansas City	773	8427 Wornall Rd	64114	816-886-9977	KC773, LLC
MO	Kansas City	964	7014 NW 83rd St	64153	816-505-2400	KC964 LLC
MO	Kearney	2677	801 Watson Dr	64060	816-903-5700	J&M 2, LLC
MO	Kirksville	1655	510 S Baltimore St	63501	660-627-5200	Aubuchon Enterprises, Inc.
MO	Kirkwood	2016	320 S Kirkwood Rd	63122	314-833-5559	Randy James, Inc.

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MO	Lake St. Louis	2284	6299 Ronald Reagan Dr	63367	636-625-6200	Randy James, Inc.
MO	Lebanon	3678	519 S Jefferson Ave	65536	417-991-3553	Randy James, Inc.
MO	Lee's Summit	1561	695 NW Blue Pkwy	64086	816-347-0186	GH Food Group KC, LLC
MO	Lee's Summit	3190	3680 NE Akin Dr	64064	816-347-1997	GH Food Group KC, LLC
MO	Lee's Summit	1004	426 SE SR-291	64063	816-524-1306	Lee's Summit JJ's, LLC
MO	Liberty	1052	1910 Victory Dr	64068	816-781-7999	Crimson Foods, LLC
MO	Manchester	2914	28 Stonegate Center	63088	636-825-6106	KDM Enterprises, LLC
MO	Manchester	776	14173 Manchester Rd	63011	636-527-6900	RYMO Enterprises, LLC
MO	Maryland Heights	1107	2016 McKelvey Rd	63043	314-878-0900	Lugano 2, LLC
MO	Maryville	1698	1005 S Main St	64468	660-582-7777	Jaguar Foods, LLC
MO	North Kansas City	2157	407 Armour Rd	64116	816-842-5300	KC2157 LLC
MO	O'Fallon	885	981 Waterbury Falls	63368	636-329-1899	Hall Family Restaurant 2, LLC
MO	O'Fallon	2332	1264 Hwy K	63366	636-240-4493	Marland Bampton Enterprises, LLC
MO	O'Fallon	4110	2189 W Terra Ln	63366	636-856-8577	Randy James, Inc.
MO	Olivette	821	9200 Olive Blvd	63132	314-989-0033	Lugano 2, LLC
MO	Osage Beach	3677	4082 Osage Beach Pkwy	65065	573-302-7323	Randy James, Inc.
MO	Parkville	1544	8807 Tom Watson Pkwy	64152	816-587-9300	KC1544 LLC
MO	Platte City	2089	2302 Running Horse Rd	64079	816-431-3009	KC2089 LLC
MO	Poplar Bluff	2505	3101 Oak Grove Rd	63901	573-727-0044	MLLB, LLC
MO	Raytown	1949	9201 E State Rte 350	64133	816-737-1700	Raytown JJ, LLC
MO	Rolla	1359	1002 N Bishop Ave	65401	573-341-9009	Stonehenge Subs, LLC
MO	Sedalia	1249	2923 W Broadway	65301	660-827-5646	Highway 50 Enterprises, LLC
MO	Springfield	447	322 E Walnut St	65806	417-832-0500	jTHREE, Inc.
MO	Springfield	609	3536 S National Ave	65804	417-887-7000	jTHREE, Inc.
MO	Springfield	816	2645 N Kansas Expressway	65803	417-863-0011	jTHREE, Inc.
MO	Springfield	817	1002 S Glenstone	65804	417-831-2777	jTHREE, Inc.
MO	Springfield	1838	3305 S Campbell Ave	65807	417-881-4100	jTHREE, Inc.
MO	Springfield	3549	3233 E Sunshine St	65804	417-888-0611	jTHREE, Inc.
MO	St. Charles	1898	100 N Kingshighway St	63301	636-724-0600	Hall Family Restaurant, LLC
MO	St. Charles	1143	3754 Elm St	63303	636-724-3100	HDIS Group Inc.
MO	St. Charles	2801	1696 Country Club Plaza Dr	63303	636-724-0500	White Pinnacle Investments, LLC
MO	St. Joseph	1003	1040 S Belt Highway	64507	816-232-0707	KC1003, LLC
MO	St. Louis	1272	6459 Chippewa St	63109	314-351-0708	F3 Chippewa, LLC
MO	St. Louis	2773	3117 S Grand Blvd	63118	314-932-5750	F3 Grand, LLC
MO	St. Louis	203	3822 Laclede Ave	63108	314-531-8500	HJE Subs, LLC
MO	St. Louis	951	13 N Euclid Ave	63108	314-361-1155	HJE Subs, LLC
MO	St. Louis	1270	1631 S Broadway	63104	314-621-9000	Lugano 2, LLC

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MO	St. Louis	890	5445 Telegraph Rd	63129	314-845-7827	Randy James, Inc.
MO	St. Louis	922	10566 Baptist Church Rd	63128	314-842-9933	Randy James, Inc.
MO	St. Louis	1226	5720 Oakland Ave	63110	314-644-3278	Randy James, Inc.
MO	St. Louis	1703	4530 Lemay Ferry Rd	63129	314-845-1690	Randy James, Inc.
MO	St. Louis	2475	9347 Gravois Rd	63123	314-899-9966	Randy James, Inc.
MO	St. Peters	715	4865 Mexico Rd	63376	636-447-3400	LK Investments, Inc.
MO	St. Peters	1386	6295 Mid Rivers Mall Dr	63304	636-922-2700	White Matterhorn Investments, LLC
MO	Sullivan	3423	1005 N Olive St	63080	573-468-3278	Route 66 Subs, LLC
MO	Sunset Hills	497	3751 S Lindbergh Blvd	63127	314-849-3355	Four Leaf Clover Investments, LLC
MO	Town and Country	2859	14153 Clayton Rd	63017	636-527-3800	Randy James, Inc.
MO	Union	2489	301 N Hwy 47	63084	636-583-3278	Timberdoodle, LLC
MO	University City	204	6681 Delmar Blvd	63130	314-862-6565	Randy James, Inc.
MO	Valley Park	498	922 Meramec Station Rd	63088	636-825-6780	Four Leaf Clover Investments, LLC
MO	Warrensburg	2446	100 N Maguire St	64093	660-747-8000	Highway 50 Enterprises, LLC
MO	Washington	960	3061 Phoenix Center Dr	63090	636-390-9009	Woodcock Enterprises, LLC
MO	Webster Groves	3129	1281 S Laclede Station Rd	63119	314-731-6200	HJE Subs, LLC
MO	Wentzville	1192	1867 Wentzville Pkwy	63385	636-639-6499	Randy James, Inc.
MS	Flowood	2967	4225 Lakeland Dr	39232	601-932-1010	JJ's of 17 #2, LLC
MS	Gulfport	3784	15224 Creosote Rd	39503	228-575-5166	Blue Boiler Cats 3784, Inc.
MS	Hattiesburg	2857	4960 Hardy St	39402	601-264-7000	JJ & ME #2, LLC
MS	Jackson	2069	715 Poplar Blvd	39202	601-352-1010	JJ's of 17 #1, LLC
MS	Madison	2373	1896 Main St	39110	601-427-5039	JJ and Me of Madison, LLC
MS	Meridian	4033	107 US-11	39301	601-453-5553	Zac Johnson Foods, LLC
MS	Oxford	1705	2206 Jackson Ave W	38655	662-236-7117	Partin Management, LLC
MS	Southaven	2203	320 Goodman Rd E	38671	662-349-3443	Partin Management, LLC
MS	Starkville	1975	87 Cotton Mill Dr	39759	662-615-9022	Tupelo Sandwich Company, LLC
MS	Tupelo	3511	501 S Gloster St	38801	662-269-3234	Tupelo Sandwich Company, LLC
MT	Billings	1379	805 N 24th St W	59102	406-281-8281	J & S Enterprises, LLC
MT	Billings	1646	122 N Broadway	59101	406-281-8282	J & S Enterprises, LLC
MT	Billings	2080	611 Hilltop Rd	59105	406-281-8283	J & S Enterprises, LLC
MT	Billings	3082	4011 Montana Sapphire Dr	59106	406-281-8284	J & S Enterprises, LLC
MT	Bozeman	2043	1216 W Lincoln St	59715	406-577-2880	LBW Holdings II, Inc.
MT	Bozeman	1479	1500 N 19th Ave	59718	406-522-0777	LBW Holdings, Inc.
MT	Butte	3935	563 S Arizona Ave	59701	406-299-3933	LBW Holdings III Inc.
MT	Great Falls	1343	903 10th Ave S	59405	406-268-3278	DK Stevens LLC
MT	Helena	1699	619 N Montana Ave	59601	406-442-3278	DK Stevens LLC
MT	Kalispell	1913	135 W Idaho St	59901	406-755-6110	JJ of Glacier, LLC

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MT	Kalispell	3505	2292 US Highway 93 N	59901	406-755-4464	Northside Subs, LLC
MT	Laurel	4092	331 S Washington Ave	59044	406-633-7011	J&S Enterprises, LLC
MT	Missoula	1526	420 N Higgins Ave	59802	406-542-1100	Grizzly Subs, LLC
MT	Missoula	2325	2230 N Reserve St	59808	406-543-8100	Grizzly Subs, LLC
MT	Missoula	2678	3680 Brooks St	59801	406-926-6450	Grizzly Subs, LLC
NC	Aberdeen	2242	200 Aberdeen Pines St	28315	910-692-0800	Neel-Kamal Enterprise LLC
NC	Arden	3366	226 Airport Rd	28704	828-676-1420	JMDA, LLC
NC	Asheboro	1876	405 E Dixie Dr	27203	336-629-5555	Pope Restaurant Group, LLC
NC	Asheville	2458	2 Hendersonville Rd	28803	828-676-3066	H&P Subs, LLC
NC	Asheville	3365	1800 Hendersonville Rd	28803	828-575-2412	JMDA, LLC
NC	Boone	1047	525 W King St	28607	828-266-9820	Clark Unlimited, LLC
NC	Boone	1282	1778 Blowing Rock Rd	28607	828-266-9869	Clark Unlimited, LLC
NC	Burlington	1883	1449 University Dr	27215	336-584-5222	Clark Unlimited, LLC
NC	Camp Lejuene	4206	330 Gonzales Blvd	28547	910-449-7880	FC330, LLC
NC	Camp Lejuene	3590	257 D St	28547	910-449-8850	That Group, LLC
NC	Cary	791	1904 NW Maynard Rd	27513	919-462-6252	Fox NC Acquisition, LLC
NC	Cary	895	8204 Tryon Woods Dr	27518	919-859-7377	Fox NC Acquisition, LLC
NC	Cary	3436	2012 Boulderstone Way	27519	919-461-0171	Fox NC Acquisition, LLC
NC	Chapel Hill	454	306 W Franklin	27516	919-968-7827	Fox NC Acquisition, LLC
NC	Charlotte	789	350 E McCullough Dr	28262	704-510-0700	Gourmet Subs of Charlotte, LLC
NC	Charlotte	878	1605 Galleria Blvd	28270	704-321-2100	Gourmet Subs of Charlotte, LLC
NC	Charlotte	987	3014 Driewood Ct	28269	704-717-7590	Gourmet Subs of Charlotte, LLC
NC	Charlotte	2154	9130 Harris Corners Pkw	28269	704-494-0004	Gourmet Subs of Charlotte, LLC
NC	Charlotte	3225	10032 University City Blvd	28213	704-503-9800	GSC 3225, LLC
NC	Charlotte	934	230 S Tryon	28202	704-333-7827	GSCA, LLC
NC	Charlotte	994	4717-1B Sharon Rd	28211	704-442-7443	GSCA, LLC
NC	Charlotte	1861	8912 Pineville- Matthews Rd	28226	704-542-2805	GSCA, LLC
NC	Charlotte	1862	16015 Lancaster Hwy	28277	704-341-7827	GSCA, LLC
NC	Charlotte	1904	4500 Park Rd	28209	980-819-5511	GSCA, LLC
NC	Charlotte	1905	2400 South Blvd	28203	704-523-2138	GSCA, LLC
NC	Charlotte	4131	300 N College Street	28202	980-819-5351	GSCA, LLC
NC	Charlotte	4132	7808 S. Tryon	28273	980-938-4419	GSCA, LLC
NC	Charlotte	2974	13129 S Tryon St	28273	704-588-9000	Two Dudes Enterprises LLC
NC	Concord	1182	8532 Pit Stop Ct	28027	704-979-9079	Gourmet Subs of Charlotte, LLC
NC	Concord	2001	1225 Concord Pkwy N	28025	704-262-2266	Gourmet Subs of Charlotte, LLC
NC	Cornelius	2156	19732 W Catawba Ave	28031	704-896-2050	Gourmet Subs of Charlotte, LLC
NC	Durham	453	701 Ninth St	27705	919-286-5383	Fox NC Acquisition, LLC
NC	Durham	991	5410 Page Rd	27703	919-941-7827	Fox NC Acquisition, LLC
NC	Durham	992	1125 NC Hwy 54	27713	919-419-7111	Fox NC Acquisition, LLC
NC	Durham	3415	4215 University Dr	27707	919-401-5155	Fox NC Acquisition, LLC

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NC	Fayetteville	1627	1918 Skibo Rd	28314	910-779-2134	Carolina JJ, LLC
NC	Fayetteville	3588	1391 Walter Reed Rd	28304	910-223-7592	Carolina JJ, LLC
NC	Fayetteville	2900	4411 Ramsey St	28311	910-488-5088	Neel-Kamal Enterprise LLC
NC	Fuquay-Varina	3665	724 N Judd Pkwy NE	27526	919-567-0954	Fox NC Acquisition, LLC
NC	Gastonia	2222	2080 E Franklin Blvd	28054	704-215-5150	J.S. Carter Enterprises LLC
NC	Goldsboro	2279	1209 N Berkeley Blvd	27534	919-778-1966	Stuckey Premier Enterprises, LLC
NC	Greensboro	495	1216 Bridford Pkwy	27407	336-299-8200	Clark Unlimited, LLC
NC	Greensboro	575	411 Tate St	27403	336-370-9997	Clark Unlimited, LLC
NC	Greensboro	698	2507 Battleground	27410	336-282-0022	Clark Unlimited, LLC
NC	Greensboro	880	5603 W Friendly Ave	27410	336-292-4222	Clark Unlimited, LLC
NC	Greensboro	919	216 S Elm St	27401	336-335-3115	Clark Unlimited, LLC
NC	Greensboro	1115	3208 W Gate City Blvd	27407	336-547-9448	Clark Unlimited, LLC
NC	Greenville	1152	460 E Moye Blvd	27834	252-695-6268	COUP2012, LLC
NC	Greenville	1391	540 Cotanche St	27858	252-329-0130	COUP2012, LLC
NC	Greenville	4134	1901 E Fire Tower Rd	27858	252-751-6209	Harris Holdings NC, LLC
NC	Hendersonville	2463	638 Spartanburg Hwy	28792	828-393-1381	JMDA, LLC
NC	Hickory	2327	1207 2nd St NE	28601	828-578-6044	Cornell Emory Ventures, LLC
NC	High Point	1531	3875 John Gordon Ln	27265	336-884-1444	Clark Unlimited, LLC
NC	High Point	1884	2010 N. Main Street	27262	336-234-4933	Clark Unlimited, LLC
NC	Huntersville	2155	9525 Birkdale Crossing Dr	28078	704-896-0600	Gourmet Subs of Charlotte, LLC
NC	Huntersville	3226	14311 Reese Blvd	28078	704-992-5994	Gourmet Subs of Charlotte, LLC
NC	Indian Trail	4120	6405 Old Monroe Rd	28079	980-313-8272	JAJ Ventures, LLC
NC	Jacksonville	1620	431 Western Blvd	28546	910-219-4191	JJ Stuckey & Partners, LLC
NC	Jacksonville	2384	2219 Lejeune Blvd	28546	910-353-5750	JJ Stuckey & Partners, LLC
NC	Kernersville	2199	120-A Century Place Blvd	27284	336-992-2800	Clark Unlimited, LLC
NC	Matthews	1124	2233 Matthews Township Pkwy	28105	704-847-4007	Gourmet Subs of Charlotte, LLC
NC	Mint Hill	4087	7014 Tutor St	28227	980-819-6627	RL & J Gourmet LLC
NC	Mooresville	876	279 Williamson Rd	28117	704-799-0848	Gourmet Subs of Charlotte, LLC
NC	Morehead City	3610	4219 Arendell St	28557	252-222-4441	Campbell and Reed LLC
NC	Morganton	2535	402 W Fleming Dr	28655	828-433-5885	Cornell Emory Ventures, LLC
NC	Mt. Airy	3841	1996 Rockford St	27030	336-786-6666	Tarheel Investment Holdings, Inc.
NC	New Bern	2766	1809 S Glenburnie Rd	28562	252-638-0177	Graham RD, LLC
NC	Raleigh	993	5011 Falls of Neuse	27609	919-872-3383	Fox NC Acquisition, LLC
NC	Raleigh	1025	437 Fayetteville St	27601	919-754-0101	Fox NC Acquisition, LLC
NC	Raleigh	1026	2904 Wake Forest Rd	27609	919-836-0404	Fox NC Acquisition, LLC
NC	Raleigh	1027	8005 Brier Creek Pkwy	27617	919-806-5616	Fox NC Acquisition, LLC
NC	Raleigh	1863	6286 Glenwood Ave	27612	919-239-4114	Fox NC Acquisition, LLC
NC	Salisbury	4238	121 Brenner Ave	28144	704-368-0660	Clark Unlimited, LLC
NC	Sanford	3329	3102 S Horner Blvd	27332	919-775-1175	SAS NC, LLC



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NC	Shelby	3842	201 N Lafayette St	28150	704-419-2695	APEM Restaurant Group, LLC
NC	Statesville	3796	183 Turnersburg Hwy	28625	704-380-4527	Resendes Enterprises, LLC
NC	Wilmington	1384	2804 S College Rd	28412	910-796-3200	DBD / Monroe, LLC
NC	Wilmington	1507	120 Market St	28401	910-763-5788	DBD / Monroe, LLC
NC	Wilmington	1844	413 S College Rd	28403	910-791-8484	DBD / Monroe, LLC
NC	Wilmington	2152	1119 Military Cutoff Rd	28405	910-509-1725	DBD / Monroe, LLC
NC	Wilmington	3577	2238 S 17th St	28401	910-769-8776	DBD / Monroe, LLC
NC	Wilson	3889	2219 Airport Blvd NW	27896	252-206-4747	Radhey Radhey, LLC
NC	Winston- Salem	716	122 Hanes Mall Circle	27103	336-760-2262	Tarheel Investment Holdings, Inc.
NC	Winston- Salem	1062	295 W 4th St	27101	336-723-7244	Tarheel Investment Holdings, Inc.
NC	Winston- Salem	1063	249 S Stratford Rd	27103	336-721-7997	Tarheel Investment Holdings, Inc.
NC	Winston-Salem	1529	2804 Fairlawn Dr	27106	336-602-1100	Tarheel Investment Holdings, Inc.
NC	Winston-Salem	3319	615 Jonestown Rd	27103	336-448-5766	Tarheel Investment Holdings, Inc.
ND	Bismarck	1442	301 S 3rd St	58504	701-751-4449	Dakota Subs, LLC
ND	Bismarck	1964	1001 W Interstate Ave	58503	701-751-4380	Pinehurst Subs, LLC
ND	Dickinson	2138	1701 3rd Ave W	58601	701-483-9717	Dickies Subs, LLC
ND	Fargo	1637	2815 13th Ave S	58103	701-532-3120	JJ's on 13th, Inc.
ND	Fargo	1375	2511 Kirsten Ln	58104	701-232-7827	JJ's on 32nd, Inc.
ND	Fargo	2980	4323 45th St S	58104	701-282-8328	Lunchbox on 45th, Inc.
ND	Fargo	674	1801 45 St	58104	701-365-0777	SP2, LLC
ND	Fargo	1106	1414 12th Ave N	58102	701-365-0050	SP2, LLC
ND	Grand Forks	475	3551 32nd Ave S	58201	701-772-6700	Sand Pebble, Inc.
ND	Grand Forks	476	2855 10th Ave N	58203	701-775-5400	Sand Pebble, Inc.
ND	Grand Forks	3293	1403 S Washington St	58201	701-757-1281	Sand Pebble, Inc.
ND	Minot	1208	1100 N Broadway	58703	701-837-5898	Beaver Subs, LLC
ND	Minot	2137	3304 South Broadway	58701	701-839-3304	South Hill Subs, LLC
ND	West Fargo	3292	749 23rd Ave E	58078	701-532-1491	SP2, LLC
ND	Williston	2478	721 E Highland Dr	58801	701-609-5070	Boomtown Subs, LLC
NE	Bellevue	877	1306 Harlan Dr	68005	402-934-9449	Mitchell Management Co
NE	Bellevue	1018	4115 Twin Creek Dr	68123	402-614-4447	Mitchell Management Co
NE	Blair	1525	2100 S 20th St	68008	402-533-8333	Mitchell Management Co
NE	Columbus	1044	825 23rd St	68601	402-563-3300	Nixsam, Inc
NE	Elkhorn	930	801 N 204th	68022	402-932-5262	Mitchell Management Co
NE	Fremont	917	3220 E Elk Ln	68025	402-721-0995	Hodges Enterprises #7, LLC
NE	Grand Island	758	206 Wilmar Ave	68803	308-389-5555	Tri-City JJ, LLC
NE	Gretna	2711	11863 S 216th St	68028	402-934-8455	Mitchell Management Co
NE	Hastings	981	537 W 2nd St	68901	402-462-2214	Hastings JJ, LLC

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NE	Kearney	2940	5710 1st Ave	68847	308-236-7337	Kearney JJ LLC
NE	Kearney	550	2524 First Ave Unit 1	68847	308-236-5588	T-T-D, LLC
NE	LaVista	1000	12040 McDermott Plaza	68128	402-932-7020	Hodges Enterprises #9, LLC
NE	Lincoln	106	101 N 14th	68508	402-477-1400	BFCNE Inc.
NE	Lincoln	841	841 N 48th St	68504	402-464-1800	BFCNE Inc.
NE	Lincoln	1354	2701 King Ln	68521	402-466-0000	BFCNE Inc.
NE	Lincoln	853	8550 Andermatt Dr	68526	402-421-3575	Midwest JJ's #2, LLC
NE	Lincoln	852	1631 Pine Lake Rd	68512	402-421-2215	Midwest JJ's #3, LLC
NE	Lincoln	1168	6891 A St	68502	402-488-3030	Midwest JJ's #4, LLC
NE	Lincoln	1362	1541 N 86th St	68505	402-488-3040	Midwest JJ's #5, LLC
NE	Lincoln	952	3241 Pioneers Blvd	68502	402-488-3313	Midwest JJ's, LLC
NE	Norfolk	1043	500 S 13th	68701	402-379-4400	Nixsam, Inc
NE	North Platte	1205	410 E Leota St	69101	308-532-8000	JCA Brands LLC
NE	Omaha	1134	3309 Oak View Dr	68144	402-932-6700	DKPM Investments Corporation
NE	Omaha	778	107 N 40th St	68131	402-614-4545	Hodges Enterprises #1, LLC
NE	Omaha	572	300 S 72nd St	68114	402-255-0040	Hodges Enterprises #11, LLC
NE	Omaha	1216	17650 Wright St	68130	402-502-4949	Hodges Enterprises #12, LLC
NE	Omaha	1735	445 N 114th St	68154	402-932-8585	Hodges Enterprises #14, LLC
NE	Omaha	2268	3044 S 84th St	68124	402-614-2799	Hodges Enterprises #15, LLC
NE	Omaha	3294	13939 S Plaza	68137	402-315-9953	Hodges Enterprises #16, LLC
NE	Omaha	893	2728 N 108th St	68164	402-884-9000	Hodges Enterprises #3, LLC
NE	Omaha	961	10720 Q. St	68127	402-614-3600	Hodges Enterprises #4, LLC
NE	Omaha	962	8406 Park Dr	68127	402-932-3555	Hodges Enterprises #5, LLC
NE	Omaha	1068	14513 W Maple Rd	68116	402-614-4888	Hodges Enterprises #8, LLC
NE	Omaha	1215	589 N 155th Plaza	68154	402-932-8110	Hodges Enterprises, LLC
NE	Omaha	799	1417 Farnam St	68102	402-614-1315	Mitchell Management Co
NE	Omaha	965	6410 N 72nd St	68134	402-884-4776	Mitchell Management Co
NE	Omaha	1002	9909 Redick Cir	68122	402-504-1273	Mitchell Management Co
NE	Omaha	1261	2911 S 13th Ct	68108	402-933-4280	Mitchell Management Co
NE	Omaha	1355	7406 N 30th St	68112	402-557-6022	Mitchell Management Co
NE	Omaha	2601	5202 L St	68117	402-738-9000	Mitchell Management Co
NE	Papillion	1019	9908 S 71st St	68133	402-614-6936	Mitchell Management Co
NE	Papillion	1779	304 Olson Dr	68046	402-905-9690	Mitchell Management Co
NE	Scottsbluff	1398	3018 Ave I	69361	308-220-0509	JCA Brands LLC
NE	South Sioux City	4180	904 Dakota Ave	68776	402-241-5233	CSE-South Sioux City, Inc.
NE	York	4211	3525 S Lincoln Ave	68467	402-362-0068	Nixon Restaurant and Property INC
NJ	Glassboro	2515	55 Delsea Dr N	8028	856-307-0000	Delsea 2515 LLC
NJ	Jersey City	3537	110 First St	7302	201-217-1880	JCJJ, LLC
NM	Albuquerque	2065	401 Eubank Blvd SE	87123	505-298-8888	CJC Companies III, LLC
NM	Albuquerque	1711	2132 Central Ave	87106	505-243-8888	GTW Investments, LLC
NM	Albuquerque	1934	301 Central Ave NW	87102	505-243-9999	GTW Investments, LLC

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NM	Albuquerque	2076	5011 Montgomery Blvd NE	87109	505-792-3333	GTW Investments, LLC
NM	Albuquerque	2077	6600 Menaul Blvd NE	87110	505-881-3333	GTW Investments, LLC
NM	Albuquerque	2078	10260 Coors Bypass NW	87114	505-792-5555	GTW Investments, LLC
NM	Farmington	2401	3060 E 20th St	87402	505-327-2100	Zia Foods, Inc.
NM	Las Cruces	1912	901 E University Ave	88001	575-373-1555	Donostia, LLC
NM	Las Cruces	2757	3841 E Lohman Ave	88011	575-522-3131	Donostia, LLC
NM	Roswell	2699	2810 N Main St	88201	575-623-0127	JJNM1, Inc.
NM	Santa Fe	2526	3526 Zafarano Dr	87507	505-473-7777	Blue Rock 2526, LLC
NM	Santa Fe	3684	1698 St. Michaels Dr	87505	505-438-3333	Blue Rock 3684, LLC
NV	Carson City	2353	3849 S Carson St	89701	775-882-5522	Fast Foodies R1, Series of Fast Foodies, LLC, a Nevada Series LLC
NV	Carson City	2204	2329 N Carson St	89706	775-301-4007	Fast Foodies R2, Series of Fast Foodies, LLC, a Nevada Series LLC
NV	Henderson	2097	1321 W Sunset Rd	89014	702-558-0510	Hennessy Investments III, LLC
NV	Henderson	1931	2450 Windmill LnN	89074	702-463-8100	Hodges Enterprises of Las Vegas #2, LLC
NV	Henderson	1641	310 W Lake Mead Pkwy	89015	702-558-0808	Hodges Enterprises of Las Vegas #7, LLC
NV	Henderson	2311	9985 S Eastern Ave	89183	702-778-7222	Hodges Enterprises of Las Vegas #9 LLC
NV	Henderson	3729	106 N Stephanie St	89074	702-840-6199	SNL Venture, LLC
NV	Las Vegas	2666	5801 W Craig Rd	89130	702-906-2626	ALIF VEGAS INC.
NV	Las Vegas	4090	5757 Wayne Newton Blvd	89119	702-570-8862	ANB Concessions, LLC
NV	Las Vegas	331	5463 S Rainbow Blvd	89118	702-247-8813	EZMAYO, LLC
NV	Las Vegas	4166	7331 W Lake Mead Blvd	89126	702-254-7199	Hennig Investments II, LLC
NV	Las Vegas	330	4800 S Maryland	89119	702-740-0305	Hennig Investments IV, LLC
NV	Las Vegas	2164	2950 S Durango Dr	89117	702-685-7800	Hennig Investments, LLC
NV	Las Vegas	2267	495 S Main St	89101	702-722-2727	Hodges Enterprises of Las Vegas #4, LLC
NV	Las Vegas	2524	10870 W Charleston Blvd	89135	702-240-1698	Two Fast, LLC
NV	Las Vegas	3128	9435 W Tropicana Ave	89147	702-463-8238	Two Fast, LLC
NV	Las Vegas	3704	4469 W Flamingo Rd	89103	702-382-0700	VANWELL ENTERPRISES, LLC
NV	Las Vegas	3856	8085 Blue Diamond Rd	89178	702-474-0450	Xtramayo, LLC
NV	North Las Vegas	2890	2595 E Craig Rd	89030	702-776-7922	ALIF VEGAS INC.
NV	Reno	644	18601 Wedge Pkwy	89511	775-323-5669	Fast Foodies R11, Series of Fast Foodies, LLC, a Nevada Series LLC
NV	Reno	1998	5280 Longley Ln	89511	775-852-9900	Fast Foodies R12, Series of Fast Foodies, LLC, a Nevada Series LLC

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NV	Reno	443	58 E Ninth	89501	775-786-5669	Fast Foodies R14, Series of Fast Foodies, LLC, a Nevada Series LLC
NV	Reno	595	1635 Robb Dr	89523	775-787-5669	Fast Foodies R4, Series of Fast Foodies, LLC, a Nevada Series LLC
NV	Sparks	2291	475 Sparks Blvd	89434	775-358-7000	Fast Foodies R3, Series of Fast Foodies, LLC, a Nevada Series LLC
NY	Cicero	2437	5785 E Circle Dr	13039	315-458-5021	B & B Subs, LLC
NY	East Syracuse	2435	6570 Weighlock Dr	13057	315-373-0023	B & B Subs, LLC
NY	Guilderland	2658	2080 Western Ave	12084	518-464-5616	Red Caboose 8720, LLC
NY	Ithaca	541	122 N Aurora St	14850	607-645-0075	The Nancy Boys, LLC
NY	New Hartford	3071	22 Champion Rd	13413	315-732-1725	Sal's Subs, LLC
NY	Rochester	1543	1635 E Henrietta Rd	14623	585-270-5510	Giblanco LLC
NY	Syracuse	999	103 Marshall St	13210	315-479-7827	B & B Subs, LLC
NY	Utica	3967	167 Genesee St	13501	315-624-0110	Sal's Subs II, LLC
NY	Vestal	4152	3951 Vestal Pkwy E	13850	607-304-2380	Carpe IV, LLC
OH	Akron	2584	3867 Medina Rd	44333	330-664-6200	The Hat Creek Company V, LLC
OH	Akron	2878	2863 S Arlington Rd	44312	330-644-0250	The Natelli Group II, LTD
OH	Akron	1122	371 S Main St	44311	330-374-7827	THE NATELLI GROUP IX, LTD
OH	Alliance	761	2230 W State	44601	330-823-7500	Gipson Investments, Inc.
OH	Amelia	2091	1210 SR 125	45102	513-752-8600	Tasty Subs, LLC
OH	Amherst	3444	2235 Kresge Dr	44001	440-282-1424	MJ Sandwich 2, LLC
OH	Athens	179	16 S Court St	45701	740-594-8883	Wildcat Investments, LLC
OH	Austintown	2058	5450 Mahoning Ave	44515	330-797-8810	Big Bite, LLC
OH	Avon	1769	35925 Detroit Rd	44011	440-937-0901	BRH Avon, LLC
OH	Barberton	3724	446 E Robinson Avenue	44203	234-678-3152	The Natelli Group, LTD VII
OH	Beavercreek	1549	2476 Commons Blvd	45431	937-912-5362	Premium Loaves, Inc.
OH	Beavercreek	3457	4396 Indian Ripple Rd	45440	937-426-2654	Premium Loaves, Inc.
OH	Bexley	2193	2497 E Main St	43209	614-231-2222	BRK Restaurant Group 3, LLC
OH	Blue Ash	1509	11255 Reed Hartman Blvd	45242	513-247-9570	C1509, LLC
OH	Blue Ash	1593	9708 Kenwood Rd	45242	513-793-8880	JJ 1593, LLC
OH	Boardman	1095	7332 Market St	44512	330-953-1782	Mandy's Place, LLC
OH	Bowling Green	210	215 E Wooster St	43402	419-352-7200	Lampoon IV, Inc.
OH	Brecksville	3579	4416 Royalton Rd	44141	440-526-2300	The Hat Creek Co, LLC
OH	Brunswick	3674	3668 Center Rd	44212	330-460-3799	M&M Development Partners, LLC
OH	Canal Winchester	2815	6322 Gender Rd	43110	614-834-9444	JJCBUS Holdings, LLC
OH	Canton	718	5250 Dressler Rd NW	44720	330-493-7827	THE NATELLI GROUP X, LTD

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OH	Canton	2374	4201 Tuscarawas St W	44708	330-479-9021	The Natelli Group, LTD
OH	Centerville	2680	6226 Far Hills Ave	45459	937-428-5676	Premium Loaves, Inc.
OH	Chillicothe	2987	22 W Main St	45601	740-773-6080	South Central Subs, LLC
OH	Cincinnati	2554	3244 Vandercar Way	45209	513-351-9555	2554, LLC
OH	Cincinnati	3538	600 Vine St	45202	513-621-7111	3538, LLC
OH	Cincinnati	3539	295 E Martin Luther King Jr Dr	45219	513-872-2001	3539, LLC
OH	Cincinnati	1218	6459 Glenway Ave	45211	513-574-3451	C1218, LLC
OH	Cincinnati	2361	171 E Freedom Way	45202	513-381-4800	C2361, LLC
OH	Cincinnati	1477	8190 Beechmont Ave	45255	513-474-3800	Francorp, LLC
OH	Cincinnati	1305	8118 Montgomery Rd	45236	513-793-2888	JJ 1305, LLC
OH	Cincinnati	2496	3972 Red Bank Rd	45227	513-527-4090	JJ 2496, LLC
OH	Cincinnati	2011	4450 Eastgate Blvd	45245	513-753-0999	Stinler, Inc.
OH	Cincinnati	514	335 Calhoun St	45219	513-751-9555	Wildcat Investments of Cincinnati, LLC
OH	Circleville	3855	1513 S Court St	43113	740-497-4100	Nickayle Franchises, LLC
OH	Cleveland	3245	836 W St. Clair Ave	44113	216-465- 2592	Fast Lane Foods, LLC
OH	Cleveland	1628	11446 Euclid Ave	44106	216-231-5300	North Coast Triangle, LLC
OH	Cleveland	3728	17510 Lorain Ave	44111	216-688-0500	Shreeji Subs, LLC
OH	Columbus	2429	1381 Georgesville Rd	43228	614-351-9187	Bagby Subs, LLC
OH	Columbus	1690	4018 Morse Crossing	43219	614-476-3333	BRK Restaurant Group 2, LLC
OH	Columbus	1416	1544 N Cassady Ave	43219	614-473-0000	BRK Restaurant Group, LLC
OH	Columbus	2726	325 E Long St	43215	614-826-5885	Discovery Subs, LLC
OH	Columbus	3009	35 Greenlawn Ave	43206	614-928-3370	Greenlawn Subs, LLC
OH	Columbus	2305	1839 Morse Rd	43229	614-263-3333	JJ's of Ohio, LLC
OH	Columbus	2817	4409 N High St	43214	614-745-2944	JJCBUS Holdings, LLC
OH	Columbus	1616	6618 Sawmill Rd	43235	614-389-3588	JJCBUS, LLC
OH	Columbus	2634	4860 Sawmill Rd	43235	614-389-2663	JJCBUS3, LLC
OH	Columbus	2108	171 W Nationwide Blvd	43215	614-715-8401	Short North Subs, LLC
OH	Columbus	1601	6915 E Broad St	43213	614-762-3086	Sledge Enterprises, LLC
OH	Columbus	116	2165 N High St	43201	614-298-8800	Wildcat Investments,LLC
OH	Columbus	117	1558 N High St	43201	614-421-8800	Wildcat Investments,LLC
OH	Columbus	119	843 W 5th	43212	614-424-8800	Wildcat Investments,LLC
OH	Columbus	120	1039 Polaris Pkwy	43240	614-854-9300	Wildcat Investments,LLC
OH	Dayton	3859	220 N Main St	45402	937-951-2001	937 Sammies I, LLC
OH	Dayton	557	1157 Brown St	45409	937-226-2600	Premium Loaves, Inc.
OH	Dayton	1142	2325 Miamisburg Centerville Rd	45459	937-432-9110	Premium Loaves, Inc.
OH	Dayton	1993	6252 Wilmington Pike	45459	937-310-1380	Premium Loaves, Inc.

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OH	Delaware	1976	47 N Sandusky St	43015	740-362-0111	JJ's of Ohio, LLC
OH	Dublin	1171	6553 Perimeter Dr	43016	614-718-3800	JJCBUS Holdings, LLC
OH	Elyria	3660	615 Griswold Road	44035	440-406-9244	MJ Sandwich 3, LLC
OH	Elyria	2238	925 E Broad St	44035	440-365-0046	MJ Sandwich, LLC
OH	Fairfield	1813	5374 Dixie Highway	45014	513-858-2218	Subs and Clubs, LLC
OH	Findlay	1506	536 Trenton Ave	45840	567-525-5028	JJ's of Ohio, LLC
OH	Findlay	2540	1803 Tiffin Ave	45840	567-301-2153	JJ's of Ohio, LLC
OH	Fremont	2481	2380 Sean Dr	43420	567-280-9176	Baron's JJ, LTD
OH	Gahanna	3152	331 S Hamilton Rd	43230	614-471-3200	Sledge Enterprises, LLC
OH	Grove City	2930	3041 Turnberry Court	43123	614-801-1222	FF Grove City, LLC
OH	Grove City	2816	2814 London Groveport Rd	43123	614-991-4972	JJCBUS Holdings, LLC
OH	Hamilton	1592	3335 Princeton Rd	45011	513-844-2218	Subs and Clubs, LLC
OH	Hamilton	1943	1388 Main St	45013	513-887-2218	Subs and Clubs, LLC
OH	Heath	1360	1031 Hebron Rd	43056	740-522-0025	Nickayle Franchises, LLC
OH	Hilliard	1806	3555 Main St	43026	614-219-7990	JJ's of Ohio, LLC
OH	Holland	3198	6515 Airport Highway	43528	567-742-4001	TSG - Toledo, LLC
OH	Hudson	2229	11 Atterbury Blvd	44236	330-342-0555	The Hat Creek Company I, LLC
OH	Independence	1344	6800 Rockside Rd	44131	216-643-9900	North Coast ROCK LLC
OH	Kent	653	165 E Main St	44240	330-677-4200	DSK Holdings, LLC
OH	Lakewood	1377	14725 Detroit Ave	44107	216-221-8740	BRH Lakewood, LLC
OH	Lancaster	1992	1804 N Memorial Dr	43130	740-277-6199	Nickayle Franchises, LLC
OH	Lima	4182	1570 Harding Hwy	45804	567-289-4787	JJ's of Ohio, LLC
OH	Lima	2590	715 N Cable Rd	45805	567-712-6556	JJ's of Ohio, LLC
OH	Macedonia	2687	463 E Aurora Rd	44056	330-467-0555	The Real Sandwich Champions, LLC
OH	Marion	2589	1950 Marion-Mt Gilead Rd	43302	740-692-9506	JJ's of Ohio, LLC
OH	Marysville	1782	401 Coleman's Crossing Blvd	43040	937-645-0211	JJCBUS Holdings, LLC
OH	Mason	1754	2364 Kings Center Ct	45040	513-336-9999	C1754, LLC
OH	Mason	547	5071 Deerfield Blvd	45040	513-770-4180	C547, LLC
OH	Massillon	3675	117 Tommy Henrich Dr NW	44647	330-880-0550	The Natelli Group VI, LTD
OH	Maumee	800	1470 Ford St	43537	419-482-4818	TSG-Ford, LLC
OH	Mayfield Heights	929	1314 SOM Center Rd	44124	440-446-9500	North Coast SOM, LLC
OH	Medina	786	240 N Court St	44256	330-721-7700	S & S Medina Subs, LLC
OH	Mentor	2767	7338 Mentor Ave	44060	440-942-2600	GPIC, LLC
OH	Middleburg Heights	1830	18340 Bagley Rd	44130	440-625-0745	Middle Subs, LLC
OH	Monroe	2864	19 American Way	45050	513-360-7089	SUBS4U, LLC
OH	New Albany	2365	5183 Hampsted Village Center Way	43054	614-933-0200	FF New Albany, LLC
OH	Newark	1832	1500 W Church	43055	740-344-3449	Nickayle Franchises, LLC

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OH	North Canton	306	2195 E Maple St	44720	330-499-6500	Gipson Investments, Inc.
OH	North Canton	3044	1651 N Main St	44720	234-347-0788	The Natelli Group IV, LTD
OH	North Olmsted	956	25102 Brookpark Rd	44070	440-716-6086	Syger Investments, Inc.
OH	Northwood	3600	2503 Oregon Rd	43619	419-661-8585	TSG - Toledo, LLC
OH	Norwood	1892	4440 Montgomery Rd	45212	513-531-9100	JJ 1892, LLC
OH	Oxford	556	23 E High St	45056	513-524-2424	Wildcat Investments of Central Ohio, LLC
OH	Parma	3131	7701 W Ridgewood Dr	44129	440-845-4444	N Squared Sandwiches, LLC
OH	Perrysburg	1572	10081 Fremont Pike	43551	419-874-6688	Eickmann Management Group, LLC
OH	Pickerington	1996	1698 Hill Rd N	43147	614-868-1550	Sledge Enterprises, LLC
OH	Powell	2635	9684 Sawmill Pkwy	43065	614-698-0198	JJCBUS Powell, LLC
OH	Sandusky	2020	4201 Milan Rd	44870	419-502-9063	Baron's JJ, LTD
OH	Sheffield Village	2316	5330 N Abbe Rd	44035	440-934-1109	BRH WEST, LLC
OH	Springboro	1671	732 N Main St	45066	937-748-4600	Premium Loaves, Inc.
OH	Springdale	1140	11493 Princeton Pike	45246	513-771-2218	C1140, LLC
OH	Springfield	2631	126 E College Ave	45504	937-521-1345	The Clemans Group, LLC
OH	Stow	2082	3490 Hudson Dr	44224	330-923-8835	The Hat Creek Company II, LLC
OH	Streetsboro	2532	9710 State Rte 14	44241	330-422-0100	The Hat Creek Company III, LLC
OH	Strongsville	1540	14993 Pearl Rd	44136	440-238-4008	Strong Subs, LLC
OH	Sylvania	615	6385 Monroe	43560	419-882-2222	Hoschak Investments, LLC
OH	Tallmadge	3043	80 North Ave	44278	234-678-0866	The Natelli Group V, LTD
OH	Tiffin	2954	2161 W Market St	44883	567-220-6539	Baron's JJ, LTD
OH	Toledo	2706	6801 W Central Ave	43617	567-455-5959	TSG – Central Ave, LLC
OH	Toledo	344	405 Adams St	43604	419-242-7776	TSG-Adams, LLC
OH	Toledo	697	3002 Glendale Ave	43614	419-380-9914	TSG-Glendale, LLC
OH	Toledo	345	1440 Secor Rd	43607	419-720-6333	TSG-Secor, LLC
OH	Toledo	870	4133 Talmadge Rd	43623	419-472-0266	TSG-Talmadge, LLC
OH	Troy	1924	1888 W Main St	45373	937-332-0061	Jemp Investments, LLC
OH	Uniontown	2636	3875 Massillon Rd	44685	330-899-9460	The Natelli Group III, LTD
OH	Upper Arlington	1805	3241 Tremont Rd	43221	614-824-2791	JJ's of Ohio, LLC
OH	Warren	2304	2385 Niles Cortland Rd SE	44484	330-349-4709	Between the Bread, LLC
OH	Warrensville Heights	3970	4852 Richmond Rd	44128	216-831-0000	BRH Warrensville LLC.
OH	West Chester	1275	9239 Floer Dr	45069	513-870-0150	C1275, LLC
OH	West Chester	1046	7667 Cox Ln	45069	513-779-5111	SUBS4U, LLC
OH	Westerville	3460	835 Polaris Pkwy	43082	614-899-3005	CDL Group 4 LLC
OH	Westerville	985	5803 Maxtown Rd	43082	614-891-5000	FF Maxtown, LLC
OH	Westerville	1514	576 W Schrock Rd	43081	614-818-1800	FF Schrock, LLC
OH	Westlake	1811	29998 Detroit Rd	44145	440-250-8900	Syger 2, Inc.
OH	Wooster	2582	131 W Liberty St	44691	330-601-1800	SAG Enterprises, Inc.
OH	Wooster	3341	4299 Burbank Rd	44691	330-601-1300	SAG Enterprises, Inc.

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OH	Worthington	121	7172 N High	43085	614-781-1800	JJCBUS Holdings, LLC
OH	Zanesville	2201	1167 Brandywine Blvd	43701	740-297-8736	Nickayle Franchises, LLC
OK	Ada	3691	330 N Mississippi Ave	74820	580-279-0588	Sandwich Kings, LLC
OK	Bartlesville	2073	2431 SE Washington Blvd	74006	918-333-0000	Chase It Investments, LLC
OK	Broken Arrow	1887	2311 W Kenosha St	74012	918-994-5411	GH Food Group, LLC
OK	Edmond	468	1900 E 2nd St	73034	405-715-3200	GH Food Group 2, LLC
OK	Edmond	740	2801 E Memorial Rd	73013	405-607-2200	JJ's of Edmond #1, LLC
OK	Enid	2187	2312 W Owen K Garriott Rd	73703	580-540-9183	MJK Investments, LLC
OK	Lawton	3775	3401 NW Cache Rd	73505	580-699-7155	Scorpio Subs LLC
OK	Midwest City	3143	2900 S Douglas Blvd	73130	405-610-6677	JJ's of Central OK, LLC
OK	Moore	2319	110 SW 19th St	73160	405-735-6000	JJ's of Central OK, LLC
OK	Norman	563	775 Asp Ave	73069	405-701-5337	GH Food Group 2, LLC
OK	Oklahoma City	1624	5801 N May Ave	73112	405-842-6700	Holtkamp Petersen Enterprises #2, Inc.
OK	Oklahoma City	2111	6400 SW 3rd St	73128	405-495-1900	Holtkamp Petersen Enterprises #3, Inc.
OK	Oklahoma City	2984	2208 NW 23rd St	73107	405-600-9755	Holtkamp Petersen Enterprises #5, Inc
OK	Oklahoma City	1317	111 N Harrison Ave	73104	405-235-8800	Holtkamp Petersen Enterprises, Inc.
OK	Oklahoma City	2127	5900 W Memorial Rd	73142	405-470-3670	JJ's of Edmond #2, LLC
OK	Oklahoma City	3640	1001 W Memorial Rd	73114	405-849-4426	JJ's of Edmond #4, LLC
OK	Oklahoma City	3142	7801 S Western Ave	73139	405-602-6777	JJ's of Central OK, LLC
OK	Oklahoma City	2162	15001 N May Ave	73134	405-753-4460	JJ's of Edmond #3, LLC
OK	Owasso	2688	9551 N Owasso Expy	74055	918-376-4844	JLSG Owasso #1, LLC
OK	Stillwater	4254	602 N Main St	74075	405-372-7827	GH Food Group, LLC
OK	Stillwater	4255	217 S Washington St	74074	405-624-3278	GH Food Group, LLC
OK	Tulsa	1524	1931 S Yale Ave	74112	918-935-3400	GH Food Group, LLC
OK	Tulsa	1793	3543 S Peoria Ave	74105	918-742-4200	GH Food Group, LLC
OK	Tulsa	1888	4820 E 61st St S	74136	918-591-2333	GH Food Group, LLC
OK	Tulsa	2123	5510 E 41st St	74135	918-551-7788	GH Food Group, LLC
OK	Tulsa	2124	9168 S Yale Ave	74137	918-551-7211	GH Food Group, LLC
OK	Tulsa	2349	20 E 5th St	74103	918-935-3955	GH Food Group, LLC
OK	Tulsa	2398	3148 E 11th St	74104	918-949-6600	GH Food Group, LLC
OK	Warr Acres	2112	5808 NW Expressway	73132	405-603-6811	Holtkamp Petersen Enterprises #4, Inc.
OR	Beaverton	1406	2790 SW Cedar Hills Blvd	97005	503-626-4300	Cedar Subs LLC
OR	Beaverton	1636	8838 SW Hall Blvd	97223	503-597-6700	Progress Subs LLC
OR	Bend	1576	330 SW Powerhouse Dr	97702	541-633-7224	NWJJ, LLC
OR	Bend	1858	2675 NE Hwy 20	97701	541-408-9006	NWJJ, LLC
OR	Bend	3115	20365 Empire Ave	97701	541-389-9100	NWJJ, LLC



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OR	Canby	3425	851 SW 1st Ave	97013	503-263-4000	KJO Canby, LLC
OR	Clackamas	2350	8868 SE Sunnyside Rd	97015	503-280-7827	Clack Prom Subs LLC
OR	Corvallis	1577	1557 NW Monroe Ave	97330	541-757-7827	Alumni Subs, LLC
OR	Corvallis	2518	1830 NW 9th St	97330	541-738-7827	Angry Beaver Subs, LLC
OR	Eugene	1662	495 W 7th Ave	97401	541-505-9079	Eugene Fast Subs, LLC
OR	Eugene	2109	2502 Willamette St	97405	541-357-4701	TCOB LLC
OR	Grants Pass	3878	1555 Williams Hwy	97527	541-295-8031	4M Williams LLC
OR	Gresham	1426	975 NE Hogan Dr	97030	503-492-7827	Gresham Fast Subs, LLC
OR	Happy Valley	2351	9640 SE 82nd Ave	97086	503-353-7827	Johnson Creek Subs LLC
OR	Hillsboro	1510	11213 NE Evergreen Pkwy	97006	503-567-3444	Cedar Subs LLC
OR	Hillsboro	1772	7153 NE Imbrie Dr	97124	503-547-2977	Imbrie Subs LLC
OR	Klamath Falls	4089	2984 S 6th St	97603	541-887-2264	NWJJ, LLC
OR	Lake Oswego	2445	4823 Meadows Rd	97035	503-635-0808	Kruse Subs, LLC
OR	McMinnville	2380	1421 NE Hwy 99 W	97128	503-474-9777	Doodles Subs, LLC
OR	Medford	2998	1238 S Riverside Ave	97501	541-690-1348	4M RIVERSIDE, LLC
OR	Medford	1972	1093 Medford Center	97504	541-245-7488	4M Ventures, LLC
OR	Oregon City	1963	431 Beavercreek Rd	97045	503-905-3131	KJO Companies, LLC
OR	Portland	2352	12518 NE Airport Way	97230	503-257-7827	Airport Way Subs LLC
OR	Portland	1410	1139 NE Broadway St	97232	503-719-7774	B M Buhalis Holdings, LLC
OR	Portland	2594	12154 N Pavilion Ave	97217	503-286-8000	JJ PDX Jantzen Beach LLC
OR	Redmond	2672	1400 SW Canal Blvd	97756	541-548-7827	NWJJ, LLC
OR	Roseburg	3250	3019 NW Stewart Pkwy	97471	541-672-5646	CLPM, LLC
OR	Salem	1791	2990 Commercial St SE	97302	503-385-8634	Redhawk Restaurant Group, LLC
OR	Salem	2355	601 Lancaster Dr NE	97301	503-385-8768	REDHAWK RG2, LLC
OR	Salem	2495	3312 Lancaster Dr NE	97305	503-990-6138	Redhawk RG3, LLC
OR	Sherwood	2550	21370 SW Langer Farms Pkwy	97140	503-625-8888	KJO Companies, LLC
OR	Springfield	1483	3336 Gateway St	97477	541-747-2000	Gateway Fast Subs, LLC
OR	Tigard	1445	7140 SW Hazelfern Rd	97224	503-213-1999	KJO Companies, LLC
OR	Tigard	1773	11681 SW Pacific Hwy	97223	503-603-3367	Pacific Subs, LLC.
OR	Wilsonville	2013	8403 SW Main St	97070	503-570-0363	O'Glennon, LLC
OR	Woodburn	4009	111 N Arney Rd	97071	503-981-0603	Triple J Threat, LLC
PA	Altoona	4046	3420 Pleasant Valley Blvd	16602	814-201-2261	3S Foods, LLC
PA	Bridgeville	2683	3035 Washington Pike	15017	412-221-5390	Atlas East, Inc.
PA	Canonsburg	2749	1800 Main St	15317	724-746-8976	Atlas East, Inc.
PA	Cranberry Township	1726	20018 Rte 19	16066	724-776-1700	Cranberry JJ's, LLC

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PA	Erie	2241	821 W Erie Plaza	16505	814-923-4648	Hansen Ventures, LLC
PA	Erie	3066	515 State St	16501	814-315-9334	Hansen Ventures, LLC
PA	Harrisburg	1501	3909 Union Deposit Rd	17109	717-564-8600	Preston Investment Group, LLC
PA	Harrisburg	2059	219 N Second St	17101	717-232-8460	Preston Investment Group, LLC
PA	Homestead	3686	232 W Bridge St	15120	412-461-1290	Atlas East, Inc.
PA	Indiana	2393	795 Philadelphia St	15701	724-349-1524	Montreux, LLC
PA	Lancaster	3141	1835 Oregon Pike	17601	717-435-8451	ISI Partners, LLC
PA	Mechanicsburg	2362	4955 Carlisle Pike	17050	717-761-4914	Preston Investment Group, LLC
PA	Monaca	2840	202 Golfview Dr	15061	724-888-2958	B and J's Sandwiches, LLC
PA	Murrysville	2866	4811 William Penn Highway	15668	724-519-8806	Montreux, LLC
PA	Philadelphia	1128	221 S 11th St	19107	215-629-4000	AMASELOS I, LLC
PA	Philadelphia	1750	3400 Civic Center Blvd	19104	215-382-0805	JJ HUP, LLC
PA	Philadelphia	3463	3601 Market St	19104	215-222-0370	Market Street Subs LLC
PA	Pittsburgh	2239	1935 Settlers Ridge Center Dr	15205	412-788-5725	Atlas East, Inc.
PA	Pittsburgh	2682	401 Home Dr	15275	412-809-8000	Atlas East, Inc.
PA	Pittsburgh	2825	1027 Penn Ave	15222	412-224-6440	Convention Center Subs, LLC
PA	Pittsburgh	357	502 Liberty Avenue	15222	412-697-0999	J.J. Pittsburgh, LLC
PA	Pittsburgh	2190	1717 E Carson St	15203	412-488-0100	JJ Carson, LLC
PA	Pittsburgh	1491	501 Grant St	15219	412-281-3474	JJ Grant, LLC
PA	Pittsburgh	215	115 Oakland Ave	15213	412-681-9010	Millennium Food, Inc.
PA	Pittsburgh	1644	6425 Penn Ave	15206	412-441-1777	Pittsburgh's Best JJ's, LLC
PA	State College	465	434 E College Ave	16801	814-237-9300	College Avenue Subs, LLC
PA	Uniontown	2690	152 Walnut Hill Rd	15401	724-437-6800	Mahant Management, LLC
PA	Washington	73	996 Manifold Rd	15301	724-222-7112	Millennium Food, Inc.
PA	Wexford	2313	12061 Perry Hwy	15090	724-935-9100	Kelly Breen, LLC
PA	York	1679	2058 S Queen St	17403	717-650-1555	Ocean Blue Ventures, LLC
PA	York	2637	970 Loucks Rd	17404	717-430-6858	Ocean Blue Ventures, LLC
SC	Aiken	2383	1412 Whiskey Rd	29803	803-226-0640	V&S Food Services, LLC
SC	Anderson	2718	1803 E Greenville St	29621	864-222-1385	Anderson Subs, LLC
SC	Beaufort	1764	2015 Boundary St	29902	843-379-3009	J 18 F Investments LLC
SC	Bluffton	3687	21 Bluffton Rd	29910	843-757-2212	Bajor, LLC
SC	Charleston	3710	99 Westedge St	29403	843-724-7771	S & T Holdings III, LLC
SC	Charleston	858	51 George St	29401	843-727-2550	S & T Holdings, LLC
SC	Charleston	2747	1300 Savannah Hwy	29407	843-573-4735	The Chelsey Group, LLC
SC	Clemson	2195	393 College Ave	29631	864-653-9001	Clemson Subs, LLC
SC	Columbia	558	715 Gervais St	29201	803-933-9595	FOX SC ACQUISITION, LLC
SC	Columbia	896	5910 Garners Ferry Rd	29209	803-695-3278	FOX SC ACQUISITION, LLC
SC	Columbia	997	131 Harbison Blvd	29212	803-407-4702	FOX SC ACQUISITION, LLC
SC	Columbia	1914	4712 Forest Dr	29206	803-738-7373	FOX SC ACQUISITION, LLC

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SC	Conway	1318	1300 Hwy 544	29526	843-349-0909	Coastal Franchise, LLC
SC	Duncan	4205	1675 E Main St	29334	864-336-5317	MSM Restaurants, LLC
SC	Florence	1370	483 W Palmetto St	29501	843-669-6000	Inland Subs of South Carolina, Inc.
SC	Fort Mill	4094	3684 Foothills Way	29708	803-802-9350	JAJ Ventures, LLC
SC	Fort Mill	2312	1642 Hwy 160 W	29708	803-802-9400	Two Dudes Enterprises LLC
SC	Greenville	712	141 E McBee Ave	29601	864-235-5775	MSM Restaurants, LLC
SC	Greenville	995	2301 Augusta St	29605	864-232-5111	MSM Restaurants, LLC
SC	Greenville	2046	3744 Pelham Rd	29615	864-234-0835	MSM Restaurants, LLC
SC	Greenville	1423	1175 Woods Crossing Rd	29607	864-458-9645	The Helmer Group, LLC
SC	Indian Land	4074	7716 Charlotte Highway	29707	803-547-0123	APEM Restaurant Group of South Carolina, LLC
SC	Lexington	996	914-B N Lake Dr	29072	803-359-0710	FOX SC ACQUISITION, LLC
SC	Mauldin	2916	411 W Butler Rd	29662	864-234-6519	Super Bad Enterprises, LLC
SC	Mt. Pleasant	2317	1492 N Hwy 17	29464	843-971-6700	D&D Management Enterprises, LLC
SC	Mt. Pleasant	1874	966 Houston Northcutt Blvd	29464	843-388-7012	DDME II, LLC
SC	Myrtle Beach	645	2108 N Kings Hwy	29577	843-448-0909	Beach Subs of South Carolina, Inc.
SC	Myrtle Beach	4189	4210 River Oaks Dr.	29579	843-903-0022	International Drive Franchise, LLC
SC	Myrtle Beach	3958	112 Loyola Dr	29575	843-215-0557	Surfside Franchise LLC
SC	North Charleston	2031	7565 Rivers Ave	29406	843-225-8083	DDME II, LLC
SC	North Charleston	1274	4959 Centre Pointe Dr	29418	843-744-3031	S & T Holdings II, LLC
SC	Pawleys Island	3127	10185 Ocean Hwy	29585	843-979-3278	TK Simples Subs LLC
SC	Rock Hill	2477	137 Herlong Ave	29732	803-980-7172	Carolina Strut, Inc.
SC	Rock Hill	1777	147 E Main St	29730	803-325-1777	Spur & Garnet, Inc.
SC	Simpsonville	4042	404 Harrison Bridge Rd	29680	864-399-6161	Welborn Enterprise, LLC
SC	Spartanburg	897	807 N Pine St	29303	864-583-0077	MSM Restaurants, LLC
SD	Aberdeen	2593	3307 7th Ave SE	57401	605-725-2582	ZB3 Point 2, LLC
SD	Aberdeen	1645	901 6th Ave SE	57401	605-725-7827	ZB3, LLC
SD	Brookings	926	1308 6th St	57006	605-692-2321	SDB, Inc.
SD	Huron	3906	2025 Dakota Ave	57350	605-554-2020	NASA LLC
SD	Mitchell	2399	1610 S Burr St	57301	605-990-5646	NASA LLC
SD	Rapid City	583	615 Mountain View	57702	605-718-0600	Hodges Enterprises of South Dakota #1, LLC
SD	Rapid City	888	951 Eglin Street	57701	605-718-2210	Hodges Enterprises of South Dakota #2, LLC
SD	Rapid City	1338	36 E Stumer Rd	57701	605-791-5646	Hodges Enterprises of South Dakota #3, LLC
SD	Sioux Falls	682	1201 E Benson Rd	57104	605-335-9601	Benson 682, Inc
SD	Sioux Falls	478	1904 S Minnesota Ave	57105	605-338-4585	D and S, Inc.
SD	Sioux Falls	2277	3615 E 10th St	57103	605-275-5588	D and S, Inc.
SD	Sioux Falls	925	6121 S Minnesota Ave	57108	605-275-4773	FSD, Inc
SD	Sioux Falls	924	4905 S Louise	57108	605-361-9004	Louise 924, Inc

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SD	Spearfish	3223	1420 North Ave	57783	605-717-2459	SS&A Inc.
SD	Vermillion	1792	853 E Cherry St	57069	605-658-1111	CSE – Vermillion, Inc.
SD	Watertown	1104	937 29th St SE	57201	605-753-1600	JJ's @ The Lakes, Inc.
SD	Yankton	3631	1101 Broadway Ave	57078	605-689-5646	CSE-Yankton, Inc.
TN	Brentwood	1372	101 Creekside Crossing	37027	615-730-6249	Go Green Subs, LLC
TN	Chattanooga	3205	7407 Igou Gap Rd	37421	423-803-1000	JAK Subs, LLC
TN	Chattanooga	3712	330 Frazier Ave	37405	423-682-7778	O'Springs Hospitality, LLC
TN	Chattanooga	940	973 Market St	37402	423-305-6900	The Pemble Group
TN	Clarksville	1455	1820 Madison St	37043	931-645-1991	JCFD Enterprises, LLC
TN	Clarksville	2088	1725 Wilma Rudolph Blvd	37040	931-645-1994	JCFD Enterprises, LLC
TN	Clarksville	2547	100 Quin Ln	37042	931-553-2148	JCFD Enterprises, LLC
TN	Cleveland	2057	125 Keith St NW	37311	423-790-7542	JAK Subs, LLC
TN	Cookeville	2055	377 W Jackson St	38501	931-520-3939	Cookeville JJ, LLC
TN	Cordova	1172	2293 N Germantown Pkwy	38016	901-371-8510	Cordova Subs 1172, LLC
TN	Dyersburg	3419	1130 US Hwy 51 BYP W	38024	731-287-7799	MEDE, LLC
TN	Franklin	790	600 Frazier Dr	37067	615-435-8055	Carlco, LLC
TN	Franklin	3033	1113 Murfreesboro Rd	37064	615-905-4157	Carlco, LLC
TN	Gallatin	2293	1007 Nashville Pike	37066	615-461-7120	BBS&C, LLC
TN	Germantown	1446	7850 Poplar Ave	38138	901-754-3360	Germantown Subs 1446, LLC
TN	Hendersonville	706	203 N Anderson Ln	37075	615-822-7827	Carlco, LLC
TN	Hixson	1499	5111 Hixson Pike	37343	423-602-7827	O'Springs Hospitality, LLC
TN	Jackson	1070	1236 Vann Dr	38305	731-410-6000	1236 Vann, LLC
TN	Johnson City	1788	2108 W Market St	37604	423-232-4090	Aim High Jubilee, LLC
TN	Kingsport	1989	1825 N Eastman Rd	37664	423-378-5646	Aim High Jubilee, LLC
TN	Knoxville	334	1903 Cumberland Ave	37916	865-637-1414	JAK Subs, LLC
TN	Knoxville	335	10812 Kingston Pike	37934	865-675-1212	JAK Subs, LLC
TN	Knoxville	1749	5525 Clinton Hwy	37912	865-281-6565	JAK Subs, LLC
TN	Knoxville	2902	6718 Papermill Dr	37919	865-558-5808	JAK Subs, LLC
TN	Knoxville	3381	164 N Cedar Bluff Rd	37923	865-247-0722	JAK Subs, LLC
TN	Lebanon	3700	109 Signature Place	37087	615-784-4700	BuckWaVe, LLC
TN	Lenoir City	4165	756 Highway 321 N	37771	865-816-3560	Wayne Holdings Corporation
TN	Madison	2618	1592 Gallatin Pike N	37115	615-678-5834	Blue Eg Investments, Inc.
TN	Memphis	4032	83 Union Avenue	38103	901-878-3002	Blues Subs, LLC
TN	Memphis	819	5181 Poplar Ave	38117	901-685-3040	Memphis Subs 819, LLC
TN	Murfreesboro	1927	1520 Memorial Blvd	37129	615-410-3803	Carlco II LLC
TN	Murfreesboro	1328	2130 Middle Tennessee Blvd	37130	615-617-3969	Carlco, LLC

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TN	Murfreesboro	854	577 N Thompson Ln	37129	615-867-7200	Russell Chestnut Corp.
TN	Nashville	2232	810 Gale Ln	37204	615-712-8100	4 TEES BERRY HILL, LLC
TN	Nashville	3251	207 3rd Ave S	37201	615-782-8770	4 Tees Broadway, LLC
TN	Nashville	3406	457 Donelson Pike	37214	615-988-2680	4 Tees Donelson, LLC
TN	Nashville	1801	424 Church St	37219	615-401-6015	4 Tees, LLC
TN	Nashville	4160	2318 West End Ave	37203	615-341-0036	Blue Eg Investments, Inc.
TN	Nashville	3530	15563 Old Hickory Blvd	37211	615-445-4570	GoGreenSubsII LLC
TN	Nashville	3910	7614 Hwy 70 S	37221	629-702-3135	Jack's Snacks, LLC
TN	Oak Ridge	2903	1133 Oak Ridge Turnpike	37830	865-481-8822	JAK Subs, LLC
TN	Smyrna	3812	812 Nissan Dr	37167	615-984-4456	Carlco, LLC
TX	Abilene	1668	4213 Southwest Dr	79606	325-793-9900	Brumfield Enterprises Abilene LLC
TX	Addison	506	4980 Belt Line Rd	75254	972-392-1600	JJ Quorum, LP
TX	Allen	1881	801 Baumgartner Way	75013	469-656-1868	CLYTON ENTERPRISES, LLC
TX	Amarillo	1422	2330 S Soncy Rd	79124	806-354-9200	Blue Rock 1422, LLC
TX	Amarillo	2624	2807 S Western Ave	79109	806-352-4540	Blue Rock 2624, LLC
TX	Amarillo	3905	790 S Buchanan St	79101	806-803-9070	Blue Rock 3905, LLC
TX	Arlington	624	3751 Matlock Rd	76015	817-468-8700	Bushwood Investments, LLC
TX	Arlington	1428	504 E Abram St	76010	817-801-1314	Ingram Unlimited, LLC
TX	Austin	365	601 W Martin Luther King	78701	512-478-3111	Bushwood Investments, LLC
TX	Austin	416	3203 Red River Rd	78705	512-499-0100	Bushwood Investments, LLC
TX	Austin	491	515 Congress	78701	512-457-4900	Bushwood Investments, LLC
TX	Austin	832	6317 Bee Caves Rd	78746	512-327-6500	Bushwood Investments, LLC
TX	Austin	1008	610 E Stassney Ln	78745	512-442-2200	Bushwood Investments, LLC
TX	Austin	1293	1100 Center Ridge Dr	78753	512-670-3600	Bushwood Investments, LLC
TX	Austin	2270	4220 W William Cannon Dr	78749	512-358-7400	Bushwood Investments, LLC
TX	Austin	694	2937 W Anderson Ln	78757	512-465-9700	Bushwood of Austin, LLC
TX	Austin	984	10900 Research Blvd	78759	512-340-0050	Bushwood of Austin, LLC
TX	Austin	1150	13429 US Hwy 183 N	78750	512-250-1320	Bushwood of Austin, LLC
TX	Austin	2604	10622 Burnet Rd	78758	512-215-2862	Bushwood of Austin, LLC
TX	Austin	4185	7900 N FM 620 Rd	78726	512-551-2484	NextGen3 Inc.
TX	Beaumont	3006	475 S 11th St	77701	409-239-7205	IH 10 Ventures II, LLC
TX	Bellaire	1527	5124 Bissonnet St	77401	713-662-0056	Earl & Markus Restaurants LP
TX	Belton	2099	203 N I-35	76513	254-933-7772	Butts Largent Investment Group II, Inc.
TX	Benbrook	3720	8512 Benbrook Blvd	76126	817-249-7447	N8 Hospitality
TX	Burleson	3068	674 SW Wilshire Blvd	76028	817-887-9325	GH Food Group, LLC
TX	Carrollton	3335	2460 Lacy Ln	75006	972-243-8000	Johnny Kuo Subs, LLC
TX	Carrollton	1652	1745 E Hebron Pkwy	75010	972-394-7242	The Bamboo Group, LLC
TX	Cedar Park	1810	1400 E Whitestone Blvd	78613	512-259-1030	Bushwood of Austin, LLC

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TX	College Station	1227	200 University Dr E	77840	979-695-9200	Bushwood Investments, LLC
TX	College Station	2041	3505 Longmire Dr	77845	979-696-2035	Bushwood Investments, LLC
TX	Coppell	1753	171 N Denton Tap Rd	75019	972-462-1144	CJQ Mutt Corporation
TX	Cypress	2438	17330 Spring Cypress Rd	77429	281-758-0840	Delicious Bass, LLC
TX	Dallas	2669	2416 Victory Park Ln	75219	214-981-9121	AJSUBWF, Inc.
TX	Dallas	3480	3850 W Northwest Hwy	75220	214-654-0321	AM TEX Ventures, LLC
TX	Dallas	529	6411 Hillcrest Ave	75205	214-526-4782	Bushwood Investments, LLC
TX	Dallas	1163	1414 Elm St	75202	214-741-2970	Bushwood Investments, LLC
TX	Dallas	1280	1222 N Bishop Ave	75208	214-941-4417	Bushwood Investments, LLC
TX	Dallas	1945	6102 Luther Ln	75225	214-265-7900	Bushwood of Dallas, LLC
TX	Dallas	2273	2817 Howell St	75204	214-720-3800	Bushwood of Dallas, LLC
TX	Dallas	1367	18152 Preston Rd	75252	972-964-1900	DAMEJ Investments, LLC
TX	Dallas	3644	7742 Forest Ln	75230	214-706-6959	DAMEJ Investments, LLC
TX	Dallas	2715	4201 Gaston Ave	75246	214-515-9177	GH Food Group, LLC
TX	Dallas	3101	3100 Forest Ln	75234	972-406-1000	Johnny Kuo Investments, LLC
TX	Dallas	935	2222 Medical District Dr	75235	214-484-1730	JOLLI, Inc.
TX	Dallas	3800	9003 Garland Rd	75218	469-899-6721	Kingdom Chasers Inc.
TX	Dallas	505	11810 Preston Rd	75230	972-361-0099	Lusyd Management Services, Inc.
TX	Dallas	3851	5315 Greenville Ave	75206	972-807-9091	Make Subs Great Again, LLC
TX	Dallas	1523	1810 W Mockingbird LnN	75235	214-879-0030	TJ's FFDG, Inc.
TX	Deer Park	2172	8015 Spencer Hwy	77536	281-930-7528	Znub #6, LLC
TX	Denton	1785	2219 S Loop 288	76205	940-483-0100	Stetson JJ 3 Store I, Ltd.
TX	Denton	423	107 Ave A	76201	940-484-5466	Stetson JJ Ntexas, Ltd.
TX	El Paso	2758	1115 Airway Blvd	79925	915-222-8010	Donostia, LLC
TX	El Paso	2759	931 N Resler Dr	79912	915-581-2215	Donostia, LLC
TX	El Paso	3398	2500 N Mesa St	79902	915-533-8880	Donostia, LLC
TX	Eules	4244	3050 Hwy 360	76039		Genco Sandwiches, LLC
TX	Eules	3062	2301 W Airport Fwy	76040	817-283-3938	Zier Sandwiches, LLC
TX	Farmers Branch	3023	13701 Midway Rd	75244	972-934-8000	Stetson JJ Three Store I, Ltd.
TX	Flower Mound	1824	2321 Cross Timbers Rd	75028	972-539-8689	CLYTON LLC
TX	Fort Hood	3063	Building 9401 Battalion Ave	76544	254-213-1099	Butts Largent Investment Group II, Inc.
TX	Fort Hood	3064	33012 Battalion Ave	76544	254-245-8000	Butts Largent Investment Group II, Inc.
TX	Fort Worth	2084	7968 South Fwy	76134	817-293-1241	Bushwood Investments, LLC
TX	Fort Worth	2274	150 Throckmorton St	76102	817-665-9959	Bushwood of Dallas, LLC
TX	Fort Worth	2337	1000 8th Ave	76104	817-348-0555	Bushwood of Dallas, LLC

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TX	Fort Worth	848	3020 W 7th St	76107	817-386-7625	Bushwood of Fort Worth, LLC
TX	Fort Worth	3202	3021 S University Dr	76109	817-922-9900	DAROCA, LLC
TX	Fort Worth	751	4120 Hwy 360	76155	817-571-1808	INI Enterprise
TX	Fort Worth	4273	4813 Bryant Irvin Rd.	76132	817-887-9199	Kingdom Chasers Inc.
TX	Fort Worth	1566	3201 Western Center Blvd	76137	817-847-5252	Sir HC20, LLC
TX	Fort Worth	2410	5701 N Tarrant Pkwy	76244	817-562-8210	SirHC22, Inc.
TX	Fort Worth	1911	6370 Camp Bowie Blvd	76116	817-735-8400	Texsub Management, Inc
TX	Fort Worth	4003	9316 Clifford St	76108	817-246-1980	Texsub Management, Inc
TX	Fort Worth	2941	2317 N Tarrant Pkwy	76177	817-306-3587	Zier Sandwiches 2, LLC
TX	Frisco	1144	1930 Parkwood Blvd	75034	972-377-5900	Stetson JJ Four Store I, Ltd.
TX	Ft Sam Houston	3376	2766 Harney Rd	78234	210-564-9337	Weir Capital III, LLC
TX	Galveston	1721	6302 Seawall Blvd	77551	409-741-1000	Znub #1, LLC
TX	Galveston	1834	102-B Kempner St	77550	409-737-3333	Znub #3, LLC
TX	Garland	1463	909 W Centerville Rd	75041	972-698-7777	JDB Foods LLC
TX	Georgetown	1848	950 W University Ave	78626	512-869-3604	Toebeeco, LLC
TX	Granbury	3783	409 E Hwy 377	76048	817-573-9900	Brumfield Enterprises, INC
TX	Grand Prairie	3487	1215 Arkansas Ln	75052	972-602-9554	Haayak, LLC
TX	Grapevine	1784	1401 William D Tate Ave	76051	817-416-5555	Stetson JJ 3 Store I, Ltd.
TX	Greenville	3467	3210 Interstate Hwy 30	75402	903-454-2300	Tasty Deeds, LLC
TX	Harlingen	3926	1802 S 77 Sunshine Strip	78550	956-320-1632	Brumfield Enterprises Harlingen, LLC
TX	Houston	679	1120 Eldridge Pkwy	77079	281-493-6060	Earl & Markus Restaurants LP
TX	Houston	780	3231 Southwest Fwy	77027	713-664-0086	Earl & Markus Restaurants LP
TX	Houston	828	2401 W Holcombe Blvd	77030	713-741-0600	Earl & Markus Restaurants LP
TX	Houston	983	5727 Westheimer	77057	713-782-6611	Earl & Markus Restaurants LP
TX	Houston	1159	10535 Westheimer Rd	77042	713-244-9900	Earl & Markus Restaurants LP
TX	Houston	1498	9778 Katy Fwy	77055	713-242-6300	Earl & Markus Restaurants LP
TX	Houston	2468	2505 Bagby St	77006	832-767-0707	Earl & Markus Restaurants LP
TX	Houston	2470	5840 W Sam Houston Pkwy S	77072	346-229-5863	Earl & Markus Restaurants LP
TX	Houston	1490	1270 Fry Road	77084	281-578-8444	GATO CIEGO LLC
TX	Houston	1288	12925 FM 1960 Rd W	77065	832-237-4440	JJ Casey, LLC
TX	Houston	1299	6940 FM 1960 W	77069	281-440-4034	JJ Casey, LLC
TX	Houston	1680	10850 Louetta Rd	77070	281-251-6611	JJ Casey, LLC
TX	Houston	2389	5201 W 34th St	77092	713-680-9997	JJ Casey, LLC
TX	Houston	2390	6388 N Eldridge Pkwy	77041	713-849-2000	JJ Casey, LLC
TX	Houston	2694	5101 Bingle Rd	77092	713-462-2000	JJ Casey, LLC
TX	Houston	3017	12124 Greenspoint Dr	77060	832-666-7174	Lucky Clover LLC
TX	Houston	1988	4407A Cypress Creek Pkwy	77068	281-866-0547	Prasad Ventures, LLC
TX	Houston	2359	1106 Silber Rd	77055	713-688-1889	Prasad Ventures, LLC

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TX	Houston	3162	9079 Katy Fwy	77024	832-925-8598	Prasad Ventures, LLC
TX	Houston	928	5161 San Felipe St	77056	713-599-0800	Smokin Aces Investments, LLC
TX	Houston	1758	174 Yale St	77007	281-888-7726	Smokin Aces Investments, LLC
TX	Houston	733	820 Main St	77002	713-222-9995	Willshire, LLC
TX	Houston	2364	500 Dallas St	77002	713-659-8100	Willshire, LLC
TX	Houston	2171	4701 Calhoun Rd	77004	713-338-2233	Znub #5, LLC
TX	Humble	1822	9490 FM 1960 Bypass Rd W	77338	281-548-0010	MSP 1822, LLC
TX	Humble	4084	9455 N Sam Houston Pkwy E	77396	281-441-7701	MSP 4084, LLC,
TX	Huntsville	3018	2023 Sam Houston Ave	77340	936-294-9800	JC JM Enterprises, LLC
TX	Hurst	1878	9986 Grapevine Hwy	76054	817-656-4152	Sir HC21
TX	Irving	973	8460 N Belt Line Rd	75063	972-402-0300	Stetson JJ Four Store I, Ltd.
TX	Irving	1260	118 E John Carpenter Fwy	75062	972-650-0410	Stetson JJ Four Store II, Ltd.
TX	Katy	2189	24449 Katy Fwy	77494	281-394-2855	GATO CIEGO LLC
TX	Katy	3021	1230 Mason Rd	77449	281-829-9256	GATO CIEGO LLC
TX	Kerrville	3768	603 Main St	78028	830-896-3333	East Main SA LLC
TX	Kingwood	2938	24510 Eastex Fwy	77339	832-644-5457	MSP 2938, LLC
TX	Kingwood	3961	4521 Kingwood Dr	77345	281-623-5973	MSP 3961, LLC
TX	Lake Jackson	3696	200 W Hwy 332	77566	979-292-0353	Donna Lawrence, LLC
TX	Lakeway	1452	2410 Ranch Rd 620 S	78738	512-369-3930	Bushwood of Austin, LLC
TX	Laredo	3849	1408 E Del Mar Blvd	78041	956-568-0300	GYFAM Enterprises LLC
TX	Lewisville	2725	3521 Plano Pkwy	75056	469-362-3660	CLYZAC Enterprises, LLC
TX	Lewisville	889	335 E Round Grove Rd	75067	214-488-5000	Kenny & Johnny Kuo Subs, L.P.
TX	Lewisville	618	1286 W Main St	75067	972-219-5466	Stetson JJ Ntex, Ltd.
TX	Live Oak	1737	7915 Pat Booker Rd	78233	210-650-4205	GH Food Group TX, LLC
TX	Lubbock	1117	4730 Slide Rd	79414	806-795-0800	Blue Rock 1117, LLC
TX	Lubbock	824	2413 Broadway	79401	806-740-0002	Blue Rock 824, LLC
TX	Magnolia	4279	6402 FM 1488 Rd	77354		949 Subs, Inc.
TX	Mansfield	1135	1219 E Debbie Ln	76063	817-539-2225	Bushwood of Dallas, LLC
TX	McKinney	1093	2014 W University Dr	75071	972-548-9725	CLYTON LLC
TX	Mesquite	1706	1300 N Town E Blvd	75150	972-279-8100	Madaca, Inc.
TX	Midland	2508	3201 N Midland Dr	79707	432-689-0468	Cool Badger Investments, LLC
TX	Midlothian	4161	2050 FM 663	76065	972-775-5552	CJTC Family Venture, LLC
TX	Missouri City	2281	5830 Hwy 6	77459	281-947-3000	Aenasa Hospitality, LLC
TX	Nassau Bay	1596	1830 Nasa Pkwy	77058	281-335-1210	Znub #2, LLC
TX	New Braunfels	2160	263 Loop 337	78130	830-626-3591	Mark Kusters LLC
TX	Odessa	2667	5011 E 42nd St	79762	432-307-6392	Cool Badger Investments, LLC
TX	Odessa	4218	5934 W Interstate 20 Frontage Rd	79763		Petroleum Wholesale, LP
TX	Pearland	1886	10504 Broadway St	77584	832-243-4205	Earl & Markus Restaurants LP



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TX	Pflugerville	4050	1713 FM 685	78660	512-284-9668	CD2 Holdings, LLC
TX	Plano	2430	4004 W Plano Pkwy	75093	972-964-1400	EDDA Incorporated
TX	Plano	2570	6141 Windhaven Pkwy	75093	972-608-1080	GH Food Group, LLC
TX	Plano	1021	6400 W Plano Pkwy	75093	972-608-8858	LLT Enterprises Inc
TX	Plano	3482	4152 W Spring Creek Pkwy	75024	972-519-9292	North Texas Gourmet, LLC
TX	Plano	974	1201 Jupiter Rd	75074	972-398-1600	Stetson JJ Four Store I, Ltd.
TX	Richardson	1138	4101 E Renner Rd	75082	972-918-9228	Col's JJ of No. Tex
TX	Richardson	1393	1425 E Belt Line Rd	75081	972-231-0073	DAMEJ Investments, LLC
TX	Richardson	2836	3000 Northside Blvd	75080	972-231-8300	Jennings Restaurants UTD, LLC
TX	Richardson	1229	285 W Campbell Rd	75080	972-234-6938	Jennings Restaurants, Inc.
TX	Roanoke	2879	860 E HWY 114	76262	817-490-0000	Sir HC23, Inc.
TX	Rockwall	2563	2785 Ridge Rd	75032	972-722-2773	DAMEJ Investments, LLC
TX	Round Rock	1007	200 University Blvd	78665	512-868-4419	Bushwood Investments, LLC
TX	Round Rock	2040	110 N Interstate 35	78681	512-255-5000	Bushwood Investments, LLC
TX	Rowlett	4282	3701 Lakeview Parkway	75088	469-395-0433	JDB Foods LLC
TX	San Angelo	2748	5770 Sherwood Way	76901	325-703-6242	BRUMFIELD ENTERPRISES SAN ANGELO, LLC
TX	San Antonio	3763	8015 Callaghan Rd	78230	210-340-9999	Callaghan 8015 SA LLC
TX	San Antonio	2705	4130 S New Braunfels Ave	78223	210-451-0032	CD2 Holdings 2, LLC – 2705 Series
TX	San Antonio	3204	2314 SE Military Dr	78223	210-819-4988	CD2 Holdings 2, LLC – 3704 Series
TX	San Antonio	4223	4700 Broadway St	78209	830-999-9177	GH Food Group TX, LLC
TX	San Antonio	4224	8802 Potranco Rd	78251	210-520-0090	GH Food Group TX, LLC
TX	San Antonio	4225	9234 North Loop 1604 W	78249	210-520-0232	GH Food Group TX, LLC
TX	San Antonio	4226	5531 West Loop 1604 N	78253	210-688-9192	GH Food Group TX, LLC
TX	San Antonio	4227	2445 Nacogdoches Rd	78217	210-352-9990	GH Food Group TX, LLC
TX	San Antonio	750	1455 Austin Hwy	78209	210-822-2277	GH Food Group, LLC
TX	San Antonio	1167	7313 San Pedro Ave	78216	210-340-2224	GH Food Group, LLC
TX	San Antonio	1979	700 E Sonterra Blvd	78258	210-490-2999	GH Food Group, LLC
TX	San Antonio	3036	13446 San Pedro Ave	78216	210-494-2299	GH Food Group, LLC
TX	San Antonio	3866	17306 Bulverde Rd	78247	210-494-2020	GH Food Group, LLC
TX	San Antonio	2417	11224 Huebner Rd	78230	210-697-3333	Huebner 202 SA LLC
TX	San Antonio	1005	7302 Louis Pasteur Dr	78229	210-614-4111	JJSA, LLC
TX	San Antonio	3499	12830 Silicon Dr	78249	210-690-4444	Silicon SA LLC
TX	San Antonio	2560	1700 N Main Ave	78212	210-368-2753	Weir Capital II, LLC
TX	San Antonio	1869	518 E Houston St	78205	210-222-1444	Weir Capital, LLC
TX	San Marcos	4214	1290 Wonder World Dr	78666	737-213-4007	Central Texas Subs, LLC
TX	Schertz	4215	6018 FM 3009	78154	210-476-5203	Central Texas Subs, LLC
TX	Sherman	1587	3209 N Hwy 75	75090	903-893-4080	CLYTON ENTERPRISES, LLC

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TX	Spring	2676	6011 FM 2920 Rd	77379	281-205-7987	Lone Star Sandwich LLC
TX	Spring	2803	1021 Sawdust Rd	77380	281-465-9451	Lone Star Sandwich LLC
TX	Spring Branch	3900	322 Singing Oaks	78070	830-410-4600	HAPPYBOYMAX1, LLC
TX	Stafford	2679	3623 S Main St	77477	346-757-0030	Znub #7, LLC
TX	Stephenville	3244	2101 W Washington St	76401	254-965-5595	Brumfield Enterprises, INC
TX	Sugar Land	892	2276 Lone Star Dr	77479	281-265-0808	Znub #8, LLC
TX	Texarkana	1677	4222 St. Michael Dr	75503	903-334-7885	Big Creek TX, LLC
TX	The Woodlands	949	1508 Research Forest Dr	77381	832-585-0610	949 Subs, LLC
TX	The Woodlands	3604	3707 College Park Dr	77384	936-224-5952	949 Subs, LLC
TX	Tomball	3123	14019 FM 2920 Rd	77377	281-516-9670	DANG QUESADILLUH, LLC
TX	Tyler	1469	1847 Troup Hwy	75701	903-617-6878	Teel Hospitality Services, Inc.
TX	Tyler	1720	5303 S Broadway Ave	75703	903-747-3902	Teel Hospitality Services, Inc.
TX	Waco	1819	824 Hewitt Dr	76712	254-666-1900	Butts Largent Investment Group II, Inc.
TX	Waco	2440	1508 Speight Ave	76706	254-752-1600	Butts Largent Investment Group II, Inc.
TX	Waxahachie	2254	895 N Hwy 77	75165	972-923-1200	AISP, LLC
TX	Weatherford	2689	138 College Park Dr	76086	817-594-7777	Brumfield Enterprises Weatherford, LLC
TX	Webster	1835	400 W Bay Area Blvd	77598	281-316-2222	Anenasa Hospitality, LLC
TX	Weslaco	3925	1504 W Expressway 83	78596	956-447-0003	Brumfield Enterprises Harlingen, LLC
TX	Wichita Falls	1907	3210 Midwestern Pkwy	76308	940-692-0024	CWJ Industries, LLC
TX	Wylie	3001	901 W FM 544	75098	972-442-6555	The McDal Group, LLC
UT	American Fork	959	496 N 990 W	84003	801-772-0200	Jimmy Johns of Utah County, LLC
UT	Bountiful	1036	175 N 500 W	84010	801-295-9696	The Fellowship, LLC
UT	Cedar City	1882	1001 W 200 N	84720	435-586-4500	Jimmy Johns of Southern Utah, Inc.
UT	Centerville	2427	382 N Frontage Rd	84014	801-298-0106	The Fellowship, LLC
UT	Clearfield	1920	306 E 650 N	84015	801-773-8022	The Fellowship, LLC
UT	Clinton	1310	1952 N 2000 W	84015	801-614-5272	The Fellowship, LLC
UT	Draper	4100	13893 S Bangerter Pkwy	84020	801-571-2211	Dwight & Linford Enterprises, LLC
UT	Draper	1686	148 E 12300 S	84020	801-467-7827	That's Fresh, LLC
UT	Heber City	2425	210 N Main St	84032	435-657-1900	The Fellowship, LLC
UT	Herriman	1918	5174 W 13400 S	84096	801-676-1571	The Fellowship, LLC
UT	Holladay	1400	6522 S Big Cottonwood Canyon Rd	84121	801-733-7827	Orton, Darin
UT	Kaysville	4123	283 N Flint St	84037	801-544-1314	Dwight & Linford Enterprises, LLC
UT	Layton	1181	765B W Antelope Dr	84041	801-614-9394	The Fellowship Layton, LLC

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UT	Lehi	958	3501 N Center St	84043	801-753-7222	Jimmy Johns of Utah County, LLC
UT	Logan	1219	1482 N Main St	84341	435-787-8299	Jimmy Johns of Broadway, LLC
UT	Logan	1960	630 S Main St	84321	435-774-9082	Jimmy Johns of Broadway, LLC
UT	Magna	3301	8235 W 3500 S	84044	801-250-6878	That's Fresh, LLC
UT	Midvale	945	913 E Fort Union Blvd	84047	801-566-7827	Dwight & Linford Enterprises, LLC
UT	Midvale	1917	738 W Blue Vista Ln	84047	801-816-7744	The Fellowship, LLC
UT	Murray	2118	5461 S State St	84107	801-262-4400	That's Fresh, LLC
UT	Ogden	1585	3685 Harrison Blvd	84403	801-393-2201	GH Food Group SLC, LLC
UT	Ogden	1425	185 W 12th St	84404	801-409-9880	The Fellowship, LLC
UT	Orem	1609	78 S State St	84058	801-224-9999	Jimmy Johns of Utah County, LLC
UT	Park City	2426	1626 Uinta Way	84098	435-200-0021	The Fellowship, LLC
UT	Pleasant Grove	2905	1809 W State St	84062	801-922-5500	Jimmy Johns of Utah County, LLC
UT	Provo	1351	2308 N University Pkwy	84604	801-375-7777	Jimmy Johns of Utah County, LLC
UT	Riverton	1584	12570 S Rhetski Ln	84065	801-254-9066	The Fellowship, LLC
UT	Salt Lake City	1121	605 E 400 S	84102	801-466-7827	Dwight & Linford Enterprises, LLC
UT	Salt Lake City	3984	3292 S 1300 E	84106	801-935-4774	Dwight & Linford Enterprises, LLC
UT	Salt Lake City	1331	14 E Broadway	84111	801-542-7827	Jimmy Johns of Broadway, LLC
UT	Salt Lake City	1685	675 E 2100 S	84106	801-486-7827	That's Fresh, LLC
UT	Salt Lake City	2008	1842 S 300 W	84115	801-953-0055	That's Fresh, LLC
UT	Salt Lake City	2117	81 W 3300 S	84115	801-953-1100	That's Fresh, LLC
UT	Sandy	2599	64 E 10600 S	84070	801-571-5600	That's Fresh, LLC
UT	South Ogden	1424	4000 Riverdale Rd	84405	801-781-2515	GH Food Group SLC, LLC
UT	South Ogden	1919	1695 E Skyline Dr	84403	801-475-6812	GH Food Group SLC, LLC
UT	Spanish Fork	1651	786 N 800 E	84660	801-798-8402	Jimmy Johns of Spanish Fork, LLC
UT	Springville	1748	40 E 400 S	84663	801-489-7237	Jimmy Johns of Utah County, LLC
UT	St. George	57	930 S Bluff St	84770	435-656-1400	Jimmy Johns of Southern Utah, Inc.
UT	St. George	100	42 S River Rd	84790	435-656-3900	Jimmy Johns of Southern Utah, Inc.
UT	St. George	102	2376 E Red Cliffs Dr	84790	435-652-6620	Jimmy Johns of Southern Utah, Inc.
UT	St. George	1837	910 N Dixie Downs Rd	84770	435-656-4400	Jimmy Johns of Southern Utah, Inc.
UT	Taylorsville	3300	3891 W 5400 S	84118	801-969-1100	Jimmy Johns of Broadway, LLC
UT	Vernal	2600	2175 W Hwy 40	84078	435-781-8900	Orton, Darin
UT	West Jordan	2424	8989 S Redwood Rd	84088	801-566-3665	The Fellowship, LLC
UT	West Valley City	1295	2885 S 5600 W	84120	801-966-0141	Jimmy Johns of Broadway, LLC
UT	West Valley City	1599	3671 S 2700 W	84119	801-982-0733	Jimmy Johns of Broadway, LLC
VA	Alexandria	2212	7011D Manchester Blvd	22310	703-971-1122	Berro Gastronomics, LLC

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VA	Alexandria	2999	5778 Dow Ave	22304	571-970-3387	Kith & Kin, LLC
VA	Alexandria	389	330 John Carlyle St	22314	703-836-5160	Madeline's Business Group, LLC
VA	Arlington	2205	1138 N Irving	22201	703-312-7300	Clarendon Sandwiches, LLC
VA	Arlington	1511	550 N Quincy St	22203	703-276-3036	DISTRICT SANDWICH, LLC
VA	Arlington	1368	2450 Crystal Dr	22202	571-257-7261	Sal and Tala Subs Inc.
VA	Ashburn	2151	44110 Ashburn Village Blvd	20147	571-442-8316	Gavinsbridge LLC
VA	Blacksburg	509	217 College Ave	24060	540-951-2100	Pioneer Sandwiches, LLC
VA	Chantilly	3446	4300 Chantilly Shopping Center	20151	571-376-5170	Tuckerman's, LLC
VA	Charlottesville	1114	1650 Rio Rd E	22901	434-975-2100	Pioneer Sandwiches V, LLC
VA	Charlottesville	3218	1986 Abbey Rd	22911	434-328-8887	Pioneer Sandwiches VII, LLC
VA	Chesapeake	1059	1220 Greenbrier Pkwy	23320	757-547-0850	T. M. Subs Inc.
VA	Chesapeake	2150	601 Battlefield Blvd S	23322	757-410-7578	TM SUB6, Inc.
VA	Chesapeake	3488	1125 Cedar Rd	23322	757-819-7008	TM SUB7, Inc.
VA	Christiansburg	798	2457 N Franklin	24073	540-382-3100	Pioneer Sandwiches II, LLC
VA	Colonial Heights	2048	1903 Southpark Blvd	23834	804-520-6200	ESG II, LLC
VA	Fairfax	4150	13048 Fair Lakes Shopping Center	22033	703-261-6662	Theoschip, LLC
VA	Falls Church	2946	7121 Leesburg Pike	22043	703-533-8393	CHC 2946, LLC
VA	Fort Belvoir	3996	9142 Richmond Hwy	22060	703-337-2552	Capital Restaurant Partners, LLC
VA	Fort Lee	3733	1431 Mahone Ave	23801	804-203-4075	ESG VII, LLC
VA	Fredericksburg	2061	1291 Carl D. Silver Pkwy	22401	540-785-2123	Pineway Holdings, Inc.
VA	Glen Allen	1131	11301 W Broad St	23060	804-440-8181	ESG V, LLC
VA	Hampton	1880	4611 E Claiborne Sq	23666	757-224-5222	Tidewater JJ, LLC
VA	Harrisonburg	797	1314 Hillside Ave	22801	540-432-1100	Pioneer Sandwiches IV, LLC
VA	Harrisonburg	1255	1681 E Market St	22801	540-437-1200	Pioneer Sandwiches VI, LLC
VA	Herndon	1656	454 Elden St	20170	703-481-2525	Alexander Henry Group, LLC
VA	Leesburg	1710	11 Catoctin Circle NE	20176	703-779-2111	Lion's Head, LLC
VA	Midlothian	2581	13905 Midlothian Turnpike	23114	804-379-5400	ESG III, LLC
VA	Midlothian	1528	12000 Southshore Point Rd	23112	804-739-1544	The Essential Sandwich Group, LLC
VA	Newport News	2568	12080 Jefferson Ave	23606	757-369-8947	Colonial 2569, LLC
VA	Newport News	3536	754 J. Clyde Morris Blvd	23601		Colonial JJ, LLC
VA	Norfolk	2149	1153 N Military Hwy	23502	757-962-9301	MIVAAN 1, LLC
VA	Norfolk	3585	7813 Shore Dr	23518	757-351-3855	MIVAAN 1, LLC
VA	Norfolk	1936	4120 Monarch Way	23508	757-333-4636	TM SUB4, Inc.
VA	Norfolk	1717	222 W 21st St	23517	757-227-5952	TM SUBS 3, INC
VA	Norfolk	1238	140 Granby St	23510	757-965-7600	TM SUBS2, Inc.
VA	Portsmouth	2116	341 High St	23704	757-673-3400	Senzefine LLC
VA	Radford	2381	1020A Clement St	24141	540-639-3900	Alston Enterprises, Inc.

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VA	Richmond	1427	11500 Midlothian Turnpike	23235	804-897-9090	ESG IV, LLC
VA	Richmond	1741	1318 E Cary St	23219	804-788-8859	ESG IX, LLC
VA	Richmond	1300	7005 Three Chopt Rd	23226	804-282-5222	ESG VI, LLC
VA	Richmond	1740	520 W Franklin St	23220	804-447-3581	ESG VIII, LLC
VA	Richmond	3133	4420 S Laburnum Ave	23231	804-222-3278	JA STEIL GROUP LLC
VA	Richmond	3440	9018 Staples Mill Rd	23228	804-672-8080	RKJG Enterprises, LLC
VA	Roanoke	3140	18 Campbell Ave SE	24011	540-206-3933	Alston Enterprises, Inc.
VA	Salem	2610	1479 W Main St	24153	540-387-3600	ZAK Enterprises, LLC
VA	Staunton	2216	856 Statler Blvd	24401	540-885-2222	Best SamDanwich, LLC
VA	Suffolk	3586	1009 Centerbrooke Ln	23434	757-935-1055	MIVAAN 1, LLC
VA	Vienna	1961	2750 Gallows Rd	22180	703-205-7500	CHC 1961, LLC
VA	Virginia Beach	2052	1345 Kempsville Rd	23464	757-502-4897	HARPH2017, LLC
VA	Virginia Beach	1434	4500 Main St	23462	757-557-6970	Kramer Management Group, LLC
VA	Virginia Beach	1687	2712 N Mall Dr	23452	757-340-1700	Kramer-Hayden Group, LLC
VA	Virginia Beach	2234	1348 N Great Neck Rd	23454	757-412-0099	Kramer-Hayden Group, LLC
VA	Virginia Beach	2235	3933 Holland Rd	23452	757-340-1905	Kramer-Hayden Group, LLC
VA	Virginia Beach	3180	203 34th St	23451	757-222-1720	Kramer-Hayden Group, LLC
VA	Virginia Beach	2197	1908 Landstown Centre Way	23456	757-689-1296	SEL42106, LLC
VA	Virginia Beach	3325	5824 Northampton Blvd	23455	757-318-4199	Treeline Management Group
VA	Winchester	2713	240 Rivendell Ct	22603	540-722-3625	Extra Pickles LLC
VA	Winchester	2086	2033 S Pleasant Valley Rd	22601	540-722-4091	NYOM LLC
VA	Woodbridge	2536	4168 Merchant Plaza	22192	703-590-2914	DISTRICT SANDWICH, LLC
WA	Airway Heights	2289	10829 W SR2 Hwy	99001	509-474-0796	Klobea Enterprises, LLC
WA	Anacortes	3870	2101 Commercial Ave	98221	360-299-1020	Matt's Sandwich Shop, LLC
WA	Arlington	1870	4008 172nd St NE	98223	360-651-7827	Perillo, LLC.
WA	Auburn	2252	1835 Auburn Way N	98002	253-939-3000	C and C Sandwiches II, LLC
WA	Auburn	2752	1186 Outlet Collection Dr SW	98001	253-288-0800	C and C Sandwiches IV, LLC
WA	Bellevue	1136	601 108th Ave NE	98004	425-213-1100	Sandwich SC, LLC
WA	Bellevue	1519	15253 Bel Red Rd	98007	425-988-2781	Sandwich SC, LLC
WA	Bellevue	2406	1032 106th Ave NE	98004	425-289-0028	Sandwich SC, LLC
WA	Bellevue	2408	12816 SE 38th St	98006	425-732-2520	Sandwich SC, LLC
WA	Bellingham	3395	4265 Meridian St	98226	360-594-6658	FNS FOOD SERVICE GROUP, LLC
WA	Bellingham	3396	2940 Newmarket St	98226	360-306-8257	FNS FOOD SERVICE GROUP, LLC

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WA	Bellingham	1602	1204 Railroad Ave	98225	360-738-7550	FNS Food Services, LLC
WA	Bothell	1985	22833 Bothell Everett Hwy	98021	425-420-9060	K.O. Investment Group – Bothell LLC
WA	Bremerton	1935	304 Park Ave	98337	360-479-1900	GreenLight Crew, LLC
WA	Burlington	3222	1824 S Burlington Blvd	98233	360-707-0170	QAS Food Service LLC
WA	Centralia	3349	103 W High St	98531	360-736-0504	FNS FOOD SERVICE GROUP, LLC
WA	Cheney	1948	2416 1st St	99004	509-235-3144	BACO Enterprises LLC
WA	Covington	2753	17224 SE 272nd St	98042	253-639- 9000	C and C Sandwiches V, LLC
WA	Ellensburg	3705	1307 S Canyon Rd	98926	509-933-4400	Ground Viral, LLC
WA	Everett	2927	2602 Broadway Ave	98201	425-258-6132	Freaky Fast Broadway, LLC
WA	Everett	1994	909 Sievers Duecy Blvd	98203	425-265-9868	Freaky Fast Investment Two, LLC
WA	Everett	1626	1510 SE Everett Mall Way	98208	425-423-7600	Freaky Fast Investments One, LLC
WA	Federal Way	1438	31889 Gateway Center Blvd S	98003	253-946-1500	NW Sandwiches, LLC
WA	Fife	2717	4802 Pacific Hwy E	98424	253-926-6771	Shoebox Northwest, LLC
WA	Fort Lewis	3124	6029 41st Division Dr	98433	253-301-4314	EVERGREENER SUBS, LLC
WA	Gig Harbor	3236	5114 Point Fosdick Dr NW	98335	253-858-8960	Kitsap Sandwiches, LLC
WA	Issaquah	1983	1567 Highlands Dr NE	98029	425-391-2249	Sandwich SC, LLC
WA	Kenmore	3212	6702 Bothell Way NE	98028	425-420-9793	K.O. Investment Group – Kenmore LLC
WA	Kennewick	1701	7530 W Clearwater Ave	99336	509-222-1144	Tri One Sandwich, LLC
WA	Kennewick	2881	3107 W Kennewick Ave	99336	509-222-1233	Tri Two Sandwich, LLC
WA	Kent	1435	229 Washington Ave N	98032	253-852-8000	C and C Sandwiches I, LLC
WA	Kent	2253	21110 84th Ave S	98032	253-872-9900	C and C Sandwiches III, LLC
WA	Kirkland	1074	92 Central Way	98034	425-828-9000	K.O. INVESTMENT GROUP, INC.
WA	Kirkland	1856	12305 120th Ave NE	98034	425-580-8800	K.O. INVESTMENT GROUP, INC.
WA	Lacey	3830	5510 Corporate Center Ln SE	98503	360-742-3654	Redwood Subs, LLC
WA	Lakewood	3125	8520 Steilacoom Blvd SW	98498	253-582-1111	EVERGREENEST SUBS, LLC
WA	Liberty Lake	2208	1429 N Liberty Lake Rd	99019	509-315-5891	McMaster Restaurants JJWA1, LLC
WA	Longview	2665	1208 Washington Way	98632	360-578-9000	Superior Subs, LLC
WA	Lynnwood	1516	19220 Alderwood Mall Pkwy	98036	425-771-3169	Sandwich SC, LLC
WA	Marysville	3137	412 State Ave	98270	360-322-6905	Perillo NW, LLC
WA	Olympia	2356	4530 Martin Way E	98516	360-455-1111	Evergreen Subs, LLC
WA	Olympia	2392	1200 Cooper Point Rd SW	98502	360-688-5469	FNS FOOD SERVICE GROUP, LLC
WA	Olympia	2745	901 Union Ave SE	98501	360-943-9026	FNS FOOD SERVICE GROUP, LLC
WA	Pasco	2882	5025 Road 68	99301	509-380-0088	Tri Four Sandwich, LLC

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WA	Port Angeles	3584	108 Del Guzzi Dr	98362	360-452-6281	FNS FOOD SERVICE GROUP, LLC
WA	Port Orchard	3235	1800 SE Mile Hill Dr	98366	360-519-3758	Sunrise Sandwiches, LLC
WA	Pullman	1421	600 NE Colorado St	99163	509-332-3278	Sumha LLC
WA	Puyallup	1439	12009 Meridian Ave E	98373	253-845-1000	JJ Rocket LLC
WA	Redmond	1981	8074 160th Ave NE	98052	425-250-0772	Sandwich SC, LLC
WA	Renton	692	804 N Landing Way	98057	425-277-9500	JJ Rocket LLC
WA	Renton	2405	439 Rainier Ave S	98057	425-970-4680	JJ Rocket LLC
WA	Richland	1702	534 Swift Blvd	99352	509-946-1124	Tri Three Sandwich, LLC
WA	Sammamish	1984	710 228th Ave NE	98074	425-836-0400	Sandwich SC, LLC
WA	Seattle	690	102 First Ave S	98104	206-621-9500	Sandwich SC, LLC
WA	Seattle	1088	1420 Fifth Ave	98101	206-623-9500	Sandwich SC, LLC
WA	Seattle	1089	507 Northgate Way	98125	206-957-0770	Sandwich SC, LLC
WA	Seattle	1346	701 5th Ave	98104	206-805-5733	Sandwich SC, LLC
WA	Seattle	1347	1221 Madison St	98104	206-812-1043	Sandwich SC, LLC
WA	Seattle	1348	370 Westlake Ave N	98109	206-724-0475	Sandwich SC, LLC
WA	Seattle	1349	1940 S 1st Ave	98134	206-257-6575	Sandwich SC, LLC
WA	Silverdale	2889	10061 Kitsap Mall Blvd NW	98383	360-286-2420	Clearcreek Sandwiches, LLC
WA	Snohomish	3136	1001 Ave D	98290	360-863-6829	Perillo NW2, LLC
WA	Spokane	1419	426 E Hastings Rd	99218	509-458-3278	Arthur Investments
WA	Spokane	1334	601 W Main St	99201	509-838-3278	BACO Enterprises LLC
WA	Spokane	1418	105 E Mission Ave	99202	509-327-3278	BACO Enterprises LLC
WA	Spokane	1729	2931 E 29th St	99223	509-624-3278	BACO Enterprises LLC
WA	Spokane	1730	6515 N Division St	99208	509-321-7756	BACO Enterprises LLC
WA	Spokane	2107	1330 N Argonne Rd	99212	509-315-4790	MCMaster RESTAURANTS JJWA3, LLC
WA	Spokane Valley	1608	615 N Sullivan Rd	99037	509-443-5100	MCMaster RESTAURANTS JJWA2, LLC
WA	Spokane Valley	3195	1521 N Pines Rd	99206	509-315-4064	MCMaster RESTAURANTS JJWA4, LLC
WA	Sumner	3476	15005 Main St E	98390	253-863-9999	JJ Rocket LLC
WA	Tacoma	2441	3411 S 23rd St	98405	253-272-2022	JJ Rocket LLC
WA	Tacoma	2442	7925 S Hosmer St	98408	253-473-4700	JJ Rocket LLC
WA	Tacoma	2909	636 N 1st St	98403	253-572-2909	JJ Rocket LLC
WA	Tacoma	2236	1708 Pacific Ave	98402	253-572-9800	Shoebox Northwest, LLC
WA	University Place	3126	3800 Bridgeport Way W	98466	253-566-7060	Forevergreen Subs, LLC
WA	Vancouver	2261	305 SE Chkalov Dr	98683	360-695-7827	Cascade Subs, LLC
WA	Vancouver	1799	7715 NE 5th Ave	98665	360-737-7827	Hazel Dell Subs, LLC
WA	Vancouver	3407	16320 SE Mill Plain Blvd	98684	360-823-1051	Mill Plain Subs LLC
WA	Vancouver	2262	8700 NE Vancouver Mall Dr	98662	360-573-7827	VanMall Subs, LLC

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WA	Walla Walla	2671	582 W Rose St	99362	509-525-1914	Leadman Holdings, LLC
WA	Wenatchee	3168	212 Fifth St	98801	509-888-8234	Wenatchee Which WRX, LLC
WA	Woodinville	1982	13780 NE 175th St	98072	425-420-1056	K.O. Investment Group – Woodinville LLC
WA	Yakima	1718	122 E Yakima Ave	98901	509-469-9110	HHK, LLC
WA	Yakima	2743	2550 W Nob Hill Blvd	98902	509-571-1555	HHK2, LLC
WI	Amery	4145	924 Elden Ave	54001	715-268-5555	Amery Subs, LLC
WI	Appleton	446	345 W College	54911	920-882-8470	Eagle Claw Ventures, Inc.
WI	Appleton	4066	3226 N Ballard Road	54911	920-840-6252	J-Ballard, Inc
WI	Appleton	569	3420 E Calumet St	54915	920-882-7788	JJ-Cal, Inc.
WI	Appleton	1056	2828 N Richmond St	54911	920-882-2255	Konwin Enterprises, Inc.
WI	Appleton	857	4194 W Wisconsin Ave	54914	920-830-1111	Subs 4 U 3, LLC
WI	Baraboo	4236	844 8th Ave	53913		JSB Coastal LLC
WI	Baraboo	1546	1241 Kalahari Dr	53913	608-253-3865	JSB Ventures, LLC
WI	Beaver Dam	87	803 Park Ave	53916	920-887-7822	JSB Ventures, LLC
WI	Beloit	779	2600 Branigan Rd	53511	608-313-1299	DNR Subs, Inc.
WI	Brookfield	350	18900 W Bluemound	53045	262-901-0300	CSW Group III, LLC
WI	Brookfield	2377	15500 W Greenfield Ave	53005	262-780-9555	CSW Group X, LLC
WI	Brookfield	1315	12460 W Capitol Dr	53005	262-373-1600	Double D's Kenosha, Ltd.
WI	Burlington	1823	980 Milwaukee Ave	53105	262-767-1414	JAM Sandwiches III, LLC
WI	Chippewa Falls	1719	424 N Bridge St	54729	715-720-7200	Foremen 3, LLC
WI	Columbus	1738	1540 W James St	53925	920-623-3000	KBD SUBS, LLC
WI	Cottage Grove	3837	1579 Landmark Dr	53527	608-839-6366	JSB Ventures, LLC
WI	DeForest	32	635 S Main St	53532	608-846-9700	JSB Ventures, LLC
WI	Delafield	873	2738 Hillside Dr	53018	262-646-1222	JAM Sandwiches II, LLC
WI	Delavan	2259	1807 E Geneva St	53115	262-740-1850	Gourmet Subs of Delavan, Inc.
WI	DePere	1821	1035 Main Ave	54115	920-964-0001	Daffinson JJ #5, LLC
WI	Eau Claire	1385	3807 S Oakwood Mall Dr	54701	715-834-1500	Foremen 2, LLC
WI	Eau Claire	1189	2610 Craig Rd.	54701	715-833-1000	Foremen, LLC
WI	Eau Claire	3874	213 N Barstow St	54703	715-514-1581	Foremen, LLC
WI	Eau Claire	3278	2504 Truax Blvd	54703	715-833-0111	RTST, Inc.
WI	Fitchburg	1683	6231 McKee Rd	53719	608-275-7722	JSB Ventures, LLC
WI	Fitchburg	3602	2839 Fish Hatchery Rd	53713	608-630-9583	JSB Ventures, LLC
WI	Fond Du Lac	772	180 N Main St	54935	920-907-1234	BLM, LLC
WI	Fort Atkinson	67	108 Madison Ave	53538	920-563-6400	JSB Ventures, LLC
WI	Franklin	721	6811 S 27th St	53132	414-304-7255	Double D's Kenosha, Ltd.
WI	Germantown	1100	N96 W17980 County Line Rd	53022	262-251-2100	CSW Group IX, LLC
WI	Germantown	123	N112 W16268 Mequon Rd	53022	262-502-3505	CSW Group, LLC
WI	Glendale	401	6969 N Port Washington Rd	53217	414-228-1234	Greentreejjs, Inc.



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WI	Green Bay	354	2101 S Onieda St	54304	920-499-2520	Daffinson JJ #2, LLC
WI	Green Bay	355	1335 Main St	54302	920-431-1100	Daffinson JJ #3, LLC
WI	Green Bay	356	2650 Eaton Rd	54311	920-469-1100	Daffinson JJ #4, LLC
WI	Greenfield	963	5075 S 76th St	53220	414-325-8000	Double D's Kenosha, Ltd.
WI	Hartford	1482	1540 E Sumner St	53027	262-670-0555	CSW Group VIII, LLC
WI	Howard	353	430 Cardinal LN	54313	920-434-7770	Daffinson JJ #1, LLC
WI	Hudson	614	131 Carmichael Centre	54016	715-531-1200	JJ & Cudd, Inc.
WI	Janesville	628	2200 W Court St	53548	608-755-0055	DWBANKS, Inc.
WI	Janesville	1364	2929 Milton Ave	53545	608-314-9350	Gourmet Subs of Janesville, Inc.
WI	Kaukauna	3806	1402 Crooks Ave	54130	920-759-5481	JSB Reach LLC
WI	Kenosha	659	6430 Green Bay Rd	53142	262-653-6400	Double D's Kenosha, Ltd.
WI	La Crosse	417	312 Pearl St	54601	608-784-4142	Fawver & Company, Inc.
WI	La Crosse	1174	1420 Losey Blvd	54601	608-788-2229	Fawver & Company, Inc.
WI	Lake Geneva	1079	712 W Main St	53147	262-248-4900	LG on a Roll, Inc
WI	Lake Mills	52	148 E Tyranaena Park Rd	53551	920-945-0432	KB Subs, LLC
WI	Madison	232	6130 Mineral Point Rd	53705	608-231-2500	JSB Ventures, LLC
WI	Manitowoc	957	4144 Harbortown Ln	54220	920-682-9922	Cieszynski Enterprises, Inc.
WI	Marinette	4170	2320 Roosevelt Rd	54143	715-330-5152	Daffinson Investments, LLC
WI	Menasha	4091	87 Racine St	54952	920-215-3643	JSB Reach LLC
WI	Menomonee Falls	1098	N 56 W 15560 Silver Spring Dr	53051	262-781-6700	CSW Group VI, LLC
WI	Menomonie	1217	1301 Broadway St N	54751	715-235-7827	JNLB, Inc.
WI	Mequon	238	11525 N Port Washington Rd	53092	262-241-0700	CSW Group II, LLC
WI	Milwaukee	276	1344 E Brady St	53202	414-272-3333	Ernest Group, Inc.
WI	Milwaukee	78	3129 N Oakland Ave	53211	414-967-9014	Freewell, Inc.
WI	Milwaukee	1361	3632 S 27th St	53221	414-325-6666	JJ's 27, LLC
WI	Milwaukee	1010	260 W Holt Ave	53207	414-747-9666	JJ's Holt, LLC
WI	Milwaukee	859	1312 S 1st St	53204	414-294-4800	KKjjs, Inc.
WI	Milwaukee	113	1532 W Wells St	53233	414-344-1234	MUJJS, Inc.
WI	Milwaukee	2341	1425 N Jefferson St	53202	414-347-1234	Parkeastjjs, Inc.
WI	Milwaukee	405	767 N Water St	53202	414-227-1166	WATER JJS, INC.
WI	Monroe	1035	116 8th St	53566	608-325-7827	DW & K
WI	Mt. Pleasant	1055	5502 Washington Ave	53406	262-632-1800	Double D's Kenosha, Ltd.
WI	Muskego	1600	S74W16837 Janesville Rd	53150	414-422-1400	JAM Sandwiches I, LLC
WI	Neenah	623	911 Tullar Rd	54956	920-886-9390	Cravem Investments, Inc.
WI	New Berlin	1316	3550 S Moorland Rd	53151	262-787-4233	Double D's Kenosha, Ltd.
WI	New Richmond	3736	1716 Dorset Ln	54017	715-246-4468	New Richmond Subs, LLC
WI	Oak Creek	542	8907 S Howell Ave	53154	414-764-8774	Double D's Kenosha, Ltd.
WI	Oconomowoc	1246	1674 Old School House Rd	53066	262-560-4150	Double D's Kenosha, Ltd.
WI	Onalaska	843	9432 Hwy 16.	54650	608-781-4240	Fawver & Company, Inc.
WI	Oshkosh	1389	412 S Koeller St	54901	920-232-6600	Subs 4 U 4, LLC

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WI	Oshkosh	670	70 Wisconsin St	54901	920-230-2328	Subs 4 U, LLC
WI	Pewaukee	1099	1890 Meadow Ln	53072	262-574-9999	CSW Group VII, LLC
WI	Platteville	2007	105 E Main St	53818	608-348-8010	DBWB, LLC
WI	Plover	3877	1845 Park Ave	54467	715-344-1642	Miracle 58, LLC
WI	Portage	112	2643 New Pinery Rd	53901	608-745-4627	JSB Ventures, LLC
WI	Racine	1253	141 N Main St	53403	262-634-6544	Double D's Kenosha, Ltd.
WI	Rice Lake	2230	602 S Main St	54868	715-719-0231	Skar Enterprises, LLC
WI	River Falls	1123	477 Spruce St	54022	715-425-6222	Candy Lake Investments, LLC
WI	Sheboygan	1411	2633 Calumet Dr.	53083	920-459-9055	Cieszynski Enterprises II, Inc.
WI	Sheboygan	2125	506 S 8th St	53081	920-783-6335	Cieszynski Enterprises III, Inc.
WI	Sheboygan	741	3538 Washington Ave	53081	920-208-7827	Cieszynski Enterprises, Inc.
WI	Stevens Point	1110	108 Division St	54481	715-344-8800	Miracle 58, LLC
WI	Stoughton	1959	2376 Jackson St	53589	608-873-7200	JSB Ventures, LLC
WI	Sturgeon Bay	3792	845 Egg Harbor Rd	54235	920-818-1460	OTB 845, LLC
WI	Superior	555	823 Belknap St	54880	715-395-4669	North Shore Subs, LLC
WI	Tomah	4008	222 Buan St	54660	608-567-0201	J & J's Venture Properties, Inc.
WI	Verona	3609	631 Hometown Circle	53593	608-497-1831	JSB Ventures, LLC
WI	Watertown	678	103 N Church St	53094	920-262-8380	JSB Ventures, LLC
WI	Waukesha	883	315 E North St	53188	262-446-4444	CSW Group V, LLC
WI	Waukesha	738	N20W22951 Watertown Rd	53186	262-524-8000	Double D's Kenosha, Ltd.
WI	Waupun	3048	108 Washington Ave	53963	920-345-1488	Summit Gourmet Sandwiches
WI	Wausau	1162	2205 Stewart Ave	54401	715-845-8585	Subs 4 U 2, LLC
WI	Wauwatosa	438	10919 W Bluemound Rd	53226	414-476-9488	Double D's Kenosha, Ltd.
WI	Wauwatosa	2250	7460 W State St	53213	414-778-2008	Double D's Kenosha, Ltd.
WI	West Allis	637	2911 S 108th St	53227	414-541-9999	Hwy100jjs, Inc.
WI	West Bend	708	869 S Main St	53095	262-334-0100	CSW Group IV, LLC
WI	West Milwaukee	1495	1403 Miller Park Way	53214	414-383-3030	Miller Park Way JJ's, Inc.
WI	Weston	1575	3910 Schofield Ave	54476	715-241-9988	JJ WESTON, LLC
WI	Whitefish Bay	2340	106 W Silver Spring Dr	53217	414-962-5555	WFBjjs, Inc.
WI	Whitewater	68	1139 W Main St	53190	262-473-6100	JSB Ventures, LLC
WI	Wisconsin Dells	1547	322 Hwy 13	53965	608-254-5200	JSB Ventures, LLC
WI	Wisconsin Rapids	3265	2020 8th St S	54494	715-421-2424	Miracle 58, LLC
WV	Charleston	988	32 Capital St	25301	304-720-3000	Kanawha Gourmet Sandwiches, LLC
WV	Charleston	3954	5330 MacCorkle Ave SE	25304	304-400-4040	LCD TEAYS VALLEY
WV	Huntington	941	1418 4th Ave	25701	304-529-8090	Downer Enterprises, LLC
WV	Morgantown	783	405 High St	26505	304-284-9060	Downer Enterprises, LLC
WV	Morgantown	1496	1018 Suncrest Towne Centre	26508	304-241-5555	Downer Enterprises, LLC
WV	Parkersburg	676	422 Market St	26101	304-422-4060	Downer Enterprises, LLC
WV	Triadelphia	4004	36 Fort Henry Rd	26059	304-909-0136	MSP Sub Shops Inc.

**List of Franchisees as of January 2, 2022**

<b>State</b>	<b>City</b>	<b>#</b>	<b>Address</b>	<b>Zip</b>	<b>Phone #</b>	<b>Franchisee Entity</b>
WY	Casper	1638	4801 E 2nd St	82609	307-472-0437	JCA Brands LLC
WY	Cheyenne	1262	110 E Lincolnway	82001	307-635-2820	Cheyenne JJ, LLC
WY	Cheyenne	2035	3306 McCann Ave	82001	307-638-2044	Wyoming J.J., LLC
WY	Evanston	3534	113 Front St	82930	307-789-0333	Chavez Bros I, Inc.
WY	Gillette	2009	902 Country Club Rd	82718	307-682-7090	Pronghorn Subs, LLC
WY	Laramie	980	2405 Grand Ave	82070	307-745-1555	JJ of U Dub, LLC
WY	Rock Springs	2257	1577 Dewar Dr	82901	307-362-1116	Chavez Bros, Inc.
WY	Sheridan	1673	727 E Brundage Ln	82801	307-675-8333	Wapiti Subs, LLC



**Franchisees/Developers with Franchise Agreements not yet Operational**

State	City	#	Address	Zip	Franchisee Entity
AL	Hartselle	4278	587 US-31	35640	Woodard, Tim
AZ	Bullhead City	3092			Wofford, Alison
AZ	Litchfield	4137			Walters, Jeff
AZ	Maricopa	4202	20300 N John Wayne Pkwy	85138	Stassi, Thomas
AZ	Page	4037			Rosser, Ron
AZ	Peoria	4266			Walters, Jeff
AZ	Phoenix	2368			Bennett, Brody
AZ	Phoenix	3973			Mitchell, Mark
AZ	Yuma	3821			Bacus, Brandt
CA	Camarillo	3778			Martin, Tyler
CA	Manteca	3901			King, Nathanael
CA	Merced	4167			Tilby, Nancy
CA	Riverside	3657			Aparicio, Michelle
CA	Sacramento	3273			Kamisky, Brian
CA	Sacramento	3718			Kamisky, Brian
CA	Sacramento	3719			Kamisky, Brian
CA	Victorville	4043			Van Nostran, Mike
CO	Alamosa	3844	1605 Main St	81101	Dixon, Anne
CO	Colorado Springs	2933			Deist, David
CO	Colorado Springs	3454			Deist, David
CO	Salida	3845			Dixon, Anne
DE	Dover	3922			Policastro, Jay
FL	Bartow	4005	600 N Broadway Ave	33830	Law, Rick
FL	Jacksonville	2456			Callaway, Michael
FL	Jacksonville	3258			Callaway, Michael
FL	Lake Mary	4295			Secomski, Jay
FL	Lutz	4108			Bond, Michael
FL	Orlando	3791			Ghani, Faisal
FL	Oviedo	2888	Northeast corner of Mitchell Hammock & SR 426	32765	Sweeney, Jason
FL	Sarasota	4291	6000 Airport Circle	34243	Mitchell, Mark
GA	Alpharetta	3558			Bastecki, Christopher
GA	Athens	2686			Abdou, Cindy
GA	Atlanta	3305			Oldweiler, Chad
GA	Augusta	2609			Hutko, Michael
GA	Augusta	3070			Hutko, Michael
IA	Des Moines	3286			Merchant, S. Ahmed
IA	Iowa City	2104			Merchant, S. Ahmed
IA	Le Mars	2621			McCabe, Tim
IA	Pleasant Hill	2454			Merchant, S. Ahmed
ID	Eagle	2306			Biethman, Jared
ID	Emmett	4158			Robbins, Travis
IL	Bartonville	4261			Roepenack, Chad

**Franchisees/Developers with Franchise Agreements not yet Operational**

State	City	#	Address	Zip	Franchisee Entity
IL	Belvidere	3038			Banks, Wesley
IL	Carbondale	3978			Butler, Ken
IL	Chicago	3909			Johnson, Lars
IL	Chicago	3952			Johnson, Lars
IL	Columbia	3952			Kidd, Mark
IL	Joliet	3771			Dimech, Savior (Sam)
IL	North Chicago	3108			Severson, Todd
IL	Pontoon Beach	4197			Kidd, Mark
IL	Romeoville	3987			Fort, Jeff
IL	Streator	3998			Lockas, Brett
IL	Tinley Park	4242			Jaksich, Joe
IL	Warrenville	3781			Fort, Jeff
IL	Waterloo	4187			Kidd, Mark
IN	Fort Wayne	3968			Singh, Harpal (Banti)
IN	Morresville	4260			Quinn, Scott
IN	Noblesville	4127	Borden Rd & Campus Pkwy.	46060	Hooper, Case
KS	Leavenworth	3653			Sandra Hinz & Scott Hinz
KS	Wichita	2432			Brane, Matt
KS	Wichita	3636			Brane, Matt
KY	Florence	4141	Houston Rd & Turfway Rd	41042	Butler, Ken
KY	Fort Campbell	4281	1721 C Ave	42223	McClellen, Scott
KY	Georgetown	4119			Patel, Pragnessh
KY	Henderson	1827			Butler, Ken
KY	Henderson	3755			Butler, Ken
KY	Lexington	4289	3636 Boston Rd.	40514	Sackett, Matt
KY	Louisville	1508			Irle, Zach
KY	Louisville	2626			Irle, Zach
KY	Murray	1925			Kidd, Mark
KY	Newport	4142			Butler, Ken
LA	Bossier City	2886			Walsh, Patrick
LA	Broussard	3352			Hebert, Henri
LA	Sulphur	3351			Goree, Josh
MD	Silver Spring	4235			Williams, Clarke
MI	Battle Creek	3750			Conklin, Darren
MI	Bay City	4082			Schachtner, Ryan
MI	Cedar Springs	4276	4173 17-Mile Road	49319	Heath, Jerry
MI	Eastpointe	2620			Kepler, Brad
MI	Flushing	4290	6278 W Pierson Rd.	48433	Pudvay, Matt
MI	Grosse Pointe	3466			Wood, Jim
MI	Midland	4117	Wackerly St. & Eastman Ave	48642	Miller, Donald
MI	Plymouth	3372			Doelker, Cheryl
MI	Portage	3945	4012 W Centre Ave		Feaster, Bret
MI	Romulus	3468			Tohme Brothers
MI	Three Rivers	3994			Feaster, Bret
MI	Trenton	2482			Tohme Brothers
MN	Baxter	3520	14245 Dellwood Dr. N	56425	Hocum, Troy
MN	Dilworth	3780			Olson, Eric
MN	Lino Lakes	4171			Pertula, Shane
MN	Rochester	3096			Christian, Skip
MO	Cape Girardeau	4172			Detring, Jeremy
MO	Chesterfield Valley	3582			Morrell, Dan
MO	Harvester	3626			Khemlani, Avi
MO	Kansas City	1108			Sandra Hinz & Scott Hinz

**Franchisees/Developers with Franchise Agreements not yet Operational**

State	City	#	Address	Zip	Franchisee Entity
MO	Rock Hill	3858			Franklin, Jana
MO	Sikeston	4210			Detring, Jeremy
MO	Smithville	4262	15700 North US 169 Highway	64089	Basa, Alan
MO	St. Louis	4303	508 Pine St	63101	McNulty & Guard
MO	St. Louis	3441			Morrell, Dan
MO	St. Peters	2892			Khemlani, Avi
MS	Oxford	3853			Partin, II., Sam
MT	Great Falls	3928	1701 3rd St NW	59404	Stevens, Dan
MT	Helena	3224			Stevens, Dan
NC	Charlotte	4133	Tyvola Rd & Yorkmont Rd.	28208	Perrault, Matthew
NC	Charlotte	4296			Santhana-Krishnan, Sundararaman
NC	Charlotte	4297			Santhana-Krishnan, Sundararaman
NC	Concord	3227	George Liles Pkwy & Poplar Tent Rd	28027	Perrault, Matthew
NC	Greenville	4293	3750 South Memorial Drive	27834	Harris, Corbett
NC	Holly Springs	3663			Fox, Peter
NC	Wake Forest	3664			Fox, Peter
ND	Fargo	3266	300 Main Ave	58103	Hocum, Troy
ND	West Fargo	3814			Olson, Eric
NE	Grand Island	4311	1201 S. Locust St	68801	Bennett, Terry
NE	Holdrege	4268	405 Maberly St.	68949	Phil Hinrichs & Ryan Wells
NE	McCook	4269	520 West B St.	69001	Phil Hinrichs & Ryan Wells
NE	Omaha	3295			Hodges, Dean
NE	Omaha	2602			Mitchell, Mark
NE	Seward	4284	132 S 5th St	68434	Nixon, Sam
NV	Las Vegas	4229			Apollo, Daniel
NV	Mesquite	4302			Hennig, Chris
NY	Brooklyn	4237	504 Myrtle Ave	11205	Yu, Norman
OH	Canfield	4148			Lacey, Amy
OH	Cincinnati	4080			Sandra Hinz & Scott Hinz
OH	Cincinnati	4098	Harrison Rd & I-74	45247	Sandra Hinz & Scott Hinz
OH	Evendale	4099	Glendale-Milford Rd & Reading Rd	45241	Sandra Hinz & Scott Hinz
OH	Huber Heights	2640			Poelking, Michael
OH	Mantua	4298	9250 Limeridge Rd	44255	AVI FOODSYSTEMS
OH	Mantua	4299	9270 Limeridge Rd	44255	AVI FOODSYSTEMS
OH	Milford	4140	1078 SR 28	45150	Butler, Ken
OH	St. Clairsville	4267			Boldrick, Mike
OH	Warren	4175			Lacey, Amy
OH	West Chester	2681			HINSSEN, KATIE
OK	Ardmore	4070			Crabtree, Adam
OK	Durant	4072			Crabtree, Adam
OK	McAlester	4071			Crabtree, Adam
OK	Norman	3932			Chavez, Arturo
OK	Yukon	4208	40 & Garth Brooks Blvd	73099	Johnson, Conner
OR	Eugene	3412			Vannatta, Travis
OR	Eugene	3413			Vannatta, Travis
OR	Eugene	3414			Vannatta, Travis
PA	Monessen	4292			Patel, Vishal
PA	Washington	3571			Courtney, Joshua
SC	Johns Island	4310			Kaiser, Kevin & Kali
SC	Charleston	4309			Kaiser, Kevin & Kali
SC	Hilton Head	4192			Mikell, Adam
SC	Hilton Head	4193			Mikell, Adam

**Franchisees/Developers with Franchise Agreements not yet Operational**

State	City	#	Address	Zip	Franchisee Entity
SC	Summerville	4124			Orton, Darin
SD	Pierre	4263			Anderson, Matt
TN	Antioch	4029	504 Collins Park Dr	37013	Oleszkowicz, Adam
TN	Belle Meade	2592			Oleszkowicz, Adam
TN	Columbia	3929			Carlson, Rocky
TN	Memphis	4077			Vannatta, Travis
TN	Memphis	4078			Vannatta, Travis
TN	Nashville	4201	Charlotte Ave & 40th Ave N	37209	Blue, Sally
TN	Nashville	1903			Oleszkowicz, Adam
TN	Nashville	4028			Oleszkowicz, Adam
TN	Nashville	3252			Timmons, Trent
TN	Nashville	3253			Timmons, Trent
TN	Nashville	4011			Timmons, Trent
TN	Nolensville	4256			Gilley, Blair
TN	Spring Hill	3813			Carlson, Rocky
TX	Arlington	1885			Ingram, Cody
TX	Austin	2433			Brane, Matt
TX	Austin	3661			Brane, Matt
TX	Austin	3662			Brane, Matt
TX	Baytown	4221			Petroleum Wholesale
TX	Boerne	4179	Culebra & Tezel	78251	Morales, Joey
TX	Buffalo	4219			Petroleum Wholesale
TX	Cleburne	4246			Sharaf, Mohamed
TX	Copperas Cove	4247			Sharaf, Mohamed
TX	Dallas	3643			Brane, Matt
TX	Duncanville	2135			Frangie, Edward A
TX	Euless	4246	SWC Nolan River Rd. & US-67 Access Rd.		Sharaf, Mohamed
TX	Flower Mound	3336			Kuo, Johnny
TX	Forth Worth	4273			Hagerman, Brett
TX	Freeport	4151			Lawrence, Donna
TX	Grapevine	2814			Hill, Chanelle
TX	Houston	4188	610 & Shephard Dr.	77007	Patel, Pratik
TX	Hutto	4259			Dilts, Carol
TX	Palmer	4220			Petroleum Wholesale
TX	Red Oak	4248			Sharaf, Mohamed
TX	Sealy	4222			Petroleum Wholesale
TX	Temple	4300	1514 W Adams Ave	76504	Largent, Marc
UT	Hurricane	4138			Glendenning, Doug
UT	Pleasant View	4103	2700 N 1700 W	84414	Orton, Darin
VA	Blacksburg	2943			Trivette, Stephen
VA	Charlottesville	3279			Trivette, Stephen
VA	Fredericksburg	3862			Brown, Chris
VA	Fredericksburg	3863			Brown, Chris
WA	Federal Way	2906			Endresen, Eric
WI	Fond Du Lac	3632			Pachefsky, Brad
WI	Grafton	1339			Wirth, Chad
WI	Green Bay	4169			Daffinson, Steve
WI	Kenosha	865			Gename, Tiffany
WI	Kenosha	4198			Gename, Tiffany
WI	Marshfield	4283	603-613 N Central Ave.	54449	Potter, Cardell
WI	Mukwonago	4096			Meinen, Andy
WI	Waunakee				Miles, James
WI	Wausau	2214			Pachefsky, Brad
WI	Wausau	2215			Pachefsky, Brad

**Franchisees/Developers with Franchise Agreements not yet Operational**

<b>State</b>	<b>City</b>	<b>#</b>	<b>Address</b>	<b>Zip</b>	<b>Franchisee Entity</b>
WI	West Racine	4157	Washington & 94	53177	Gename, Tiffany
WV	Parkersburg	3731			Downer, Jacob
WY	Riverton	3764			Chavez, Brian





**FRANCHISEES WHO HAD OUTLETS CEASE TO OPERATE UNDER THEIR AGREEMENTS**

**December 30, 2019 to January 3, 2021**

**Terminations, Non-Renewals, & Ceased Operations - Other Reasons**

<b>Count</b>	<b>Franchisee</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
2	Link, Troy	Bentonville	AR	612-670-0812
5	Chung, James	Costa Mesa	CA	
1	DePonte, Nick	Glendale	CA	
1	Kamisky, Brian	Sacramento	CA	
1	Syed, Sid	San Francisco	CA	
1	Joy, Carol	Temecula	CA	
1	Carta, John	Thousand Oaks	CA	805-231-0046
1	Hynds, John	Fort COLLins	CO	
1	Venema, Thomas	Bradenton	FL	
1	Zieba, Scott	Clearwater	FL	
1	Contramaestre, Gustavo	Davie	FL	
1	Vernon, Amanda	Jacksonville	FL	904-707-8660
2	Fojo, Jesse	Kissimmee	FL	
1	Ghani, Faisal	Orlando	FL	
1	Perry, Kyle	Pompano Beach	FL	
1	Weber, Henry	Sarasota	FL	
1	Callewaert, Gregg	Stuart	FL	
2	Bastecki, Christopher	Norcross	GA	
1	Linsin, Jeannie	Sandy Springs	GA	
3	Merchant, S. Ahmed	West Des Moines	IA	
1	Rinella, Samuel C.	Moline	IL	
1	Zerfoss, Marion	Skokie	IL	
1	Sackett, Matt	Lexington	KY	
1	Irle, Zach	Louisville	KY	
1	Pry, Jared	Louisville	KY	
1	Owens, Lynn	Houma	LA	
1	Hebert, Henri	Lafayette	LA	
1	Goree, Josh	Monroe	LA	
2	Fort, Jeff	New Orleans	LA	
1	Louis, Ted	Laurel	MD	
1	Tohme Brothers	Bloomfield Hills	MI	

<b>FRANCHISEES WHO HAD OUTLETS CEASE TO OPERATE UNDER THEIR AGREEMENTS</b>				
<b>December 30, 2019 to January 3, 2021</b>				
<b>Terminations, Non-Renewals, &amp; Ceased Operations - Other Reasons</b>				
1	Jimmy Johns Enterprises, LLC	Kalamazoo	MI	
1	Balach, Dan	Bloomington	MN	
1	Onnen, Brandon	Savage	MN	952-239-2613
1	Vansteenburgh, Dan	St. Paul	MN	
1	McNulty & Guard	Maplewood	MO	
1	Sedlak, Chris	St. Louis	MO	
1	Ewing, Joe	Columbus	MS	
1	Cox, Jason	Leland	NC	
1	Hoeing, Kevin	Winston-Salem	NC	
1	Adams, Doug	Albuquerque	NM	
1	Hunt, Spencer	Elko	NV	
1	Bautista, Paul	Columbus	OH	
1	Zimmerman, Joshua	Columbus	OH	
1	Gipson, Randy	Cuyahoga Falls	OH	
1	Taylor, Aaron	Sandusky	OH	
1	Lacey, Amy	Youngstown	OH	
1	Seabold, Alex	Cornelius	OR	503-804-5181
2	Downey, Eric	Portland	OR	503-330-0536
1	Davis, Kirk	Easton	PA	
1	Stolzfoos, Ben	Lancaster	PA	
1	Hardman, Robert (Rocky)	Pittsburgh	PA	
1	Weinheimer, Brett	Pittsburgh	PA	
1	Dellinger, Jay	Florence	SC	
1	Vannatta, Travis	Memphis	TN	
1	Nassar, Markus	Houston	TX	
1	Teel, Andy	Longview	TX	
1	Tasler, Austin	Magnolia	TX	713-614-4537
1	Brane, Matt	Round Rock	TX	
1	Manning, Jessica	Arlington	VA	
1	Ahsan, Mahmood	Vienna	VA	301-806-2362
1	Chaplin, Steve	Williamsburg	VA	
1	Skowronek, Bryan	Camas	WA	
5	Sharpe, Jim	Redmond	WA	
1	Bergholz, Kevin	Marshall	WI	
<b>80</b>	<b>CLOSURES</b>			
<b>Transfers of Outlet from Franchisees to New Owners (other than the Franchisor)</b>				
<b>Count</b>	<b>Franchisee</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
14	Link, Troy	Fayetteville	AR	
9	Schaffer, Nick	Tucson	AZ	

**FRANCHISEES WHO HAD OUTLETS CEASE TO OPERATE UNDER THEIR AGREEMENTS**

**December 30, 2019 to January 3, 2021**

**Terminations, Non-Renewals, & Ceased Operations - Other Reasons**

3	Lisman, Charles (Chuck)	Visalia	CA	
2	Spidell, Matt	Grand Junction	CO	
1	Van Wyk, Kristina	Sterling	CO	
2	Banks, Wesley	Coral Springs	FL	
1	Vernon, Amanda	Jacksonville	FL	
3	Haller, Patrick	Pensacola	FL	
1	Jordan, Wendy	Pensacola	FL	
1	Linsin, Jeannie	Sandy Springs	GA	
4	Haberman, Brian	Indianola	IA	
3	Reynolds, Steve	Pella	IA	
1	French, Steve	Aurora	IL	
4	Yates, Vicki	Bourbonnais	IL	
1	Song, Won	Elgin	IL	
1	Merchant, S. Ahmed	Lombard	IL	
1	Wampler, Patrick	Taylorville	IL	
1	Rogers, Derrick	Anderson	IN	
1	St. Louis, Scott	Auburn	IN	
1	Dawson, Bruce	Munster	IN	
2	Meyerle, Mike	Salina	KS	
1	Shadbolt, Mike	Adrian	MI	
6	Heath, Jerry	Comstock Park	MI	
8	Vannatta, Travis	Brooklyn Park	MN	
1	Johnson, Jeff	New Ulm	MN	
3	Battaglia, Heather	Wentzville	MO	
1	Bayonne, Harold	Gulfport	MS	
2	Ewing, Joe	Starkville	MS	
1	Zink, David	New Bern	NC	
3	Rod Hinz & Deone Hinz	North Platte	NE	
2	Anzaldi, Tony	Canton	OH	
3	HINSSEN, KATIE	West Chester	OH	
6	Pajor, Scott	Beaverton	OR	
5	Nelson, Chris	Bend	OR	
23	Chung, James	Pittsburgh	PA	
1	Cantalamessa, Joby	Uniontown	PA	
4	Brust, Matt	Aberdeen	SD	
1	Mercer, James	Fort Worth	TX	
4	Sparrow, Brian	San Antonio	TX	
8	Adam Teske & Ryan Wildy	Olympia	WA	
3	Rocca, Richard	Spokane	WA	
3	Richardson, Barbara	Spokane Valley	WA	

<b>FRANCHISEES WHO HAD OUTLETS CEASE TO OPERATE UNDER THEIR AGREEMENTS</b>				
<b>December 30, 2019 to January 3, 2021</b>				
<b>Terminations, Non-Renewals, &amp; Ceased Operations - Other Reasons</b>				
1	Meinen, Andy	Muskego	WI	
1	Richardson, Nate	Whitewater	WI	
<b>148</b>	<b>TRANSFERS</b>			
<b>228</b>	<b>CLOSURES &amp; TRANSFERS</b>			
<b>Developers with Terminated Development Agreements</b>				
<b>STATE</b>	<b>DEVELOPER'S NAME</b>	<b>TELEPHONE</b>		
CA	Chung, James	714-381-7676	CA	Chung, James
IL	Syed, Sid	847-322-7626	IL	Syed, Sid
LA	Hebert, Henri	337-288-7182	LA	Hebert, Henri
MD	Louis, Ted	443-799-1230	MD	Louis, Ted
OR	Pajor, Scott	952-472-0366	OR	Pajor, Scott
OR	Wattles, Deric	702-860-1562	OR	Wattles, Deric
SC	Turner, Braxton	859-327-1507	SC	Turner, Braxton
TX	Gilchrist, John	214-725-9424	TX	Gilchrist, John

**EXHIBIT E**  
**PRINCIPAL'S AGREEMENT**

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**PRINCIPAL'S AGREEMENT**

**This Principal's Agreement** (the "Agreement") is made and entered into this \_\_\_\_\_, 20\_\_, by and among **JIMMY JOHN'S FRANCHISOR SPV, LLC**, a Delaware limited liability company ("JJF"), and the owners (direct or indirect), directors, officers, and managers whose names and signatures appear below (collectively, the "Principals" or, individually, a "Principal").

**Recitals**

**WHEREAS**, JJF has entered into that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "Franchise Agreement") with \_\_\_\_\_ (the "Entity"); and

**WHEREAS**, JJF desires to set forth the respective liabilities and responsibilities of each Principal who signs this Agreement.

**NOW, THEREFORE**, in consideration of JJF's entry into the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Recitals are incorporated in this Agreement by this reference.
2. Each of the undersigned Principals individually agrees that:
  - (a) he or she will be (i) personally bound by, and personally liable for his or her own breach of, Sections 1.C.(4), (5), (6), and (8); 4.A. and D; 5; 6; 7; 8.A.(16); 12.B. through G (if the undersigned Principal is an owner of the Entity); 13.C. (if the undersigned Principal is an owner of the Entity); 14.B.; 15.B., C, D, and E; 16.A. and B; and 19 of the Franchise Agreement and (ii) personally bound by Sections 17.B., F, G, H, I, J, and K of the Franchise Agreement. Section 17.C., captioned "Costs and Attorneys' Fees," will apply to the undersigned to the extent the undersigned fails to comply with any of the obligations referenced above;
  - (b) the liabilities and obligations arising under subsection (a) are each Principal's independent liabilities and obligations and are not contingent or conditioned upon JJF's pursuit of any remedies against the Entity or any other person under the Franchise Agreement; and
  - (c) the liabilities and obligations arising under subsection (a) will not be diminished, relieved, or otherwise affected by any extension of time or credit, the acceptance of any partial payment or performance, or the compromise or release of any claims.

Each of the undersigned Principals waives all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against the Entity arising as a result of the undersigned's execution of and performance under this Agreement.

3. This Agreement will terminate only upon the termination or expiration of the noted obligations under the Franchise Agreement.

4. Each of the undersigned Principals represents that he or she owns the percentage interest or holds the position in the Entity, or in an owner of the Entity, shown opposite his or her signature below.

5. Each Principal represents that the signatures of all Principals (as defined above) of the Entity appear below or in another original copy of this Agreement (except for those individuals who have signed a Guaranty and Assumption of Obligations attached to the Franchise Agreement) and that the Entity has no other owners (direct or indirect), directors, officers and/or managers.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**JIMMY JOHN'S FRANCHISOR SPV,  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[Additional Signature Page Follows]**

**SHAREHOLDERS:**

**PERCENTAGE OWNERSHIP**

_____	/ _____
[Name]	
_____	/ _____
[Signature]	
_____	/ _____
[Name]	
_____	/ _____
[Signature]	

**OFFICERS:**

**POSITION**

_____	/ _____
[Name]	
_____	/ _____
[Signature]	
_____	/ _____
[Name]	
_____	/ _____
[Signature]	

**DIRECTORS:**

_____
[Name]
_____
[Signature]
_____
[Name]
_____
[Signature]

**OTHER:**

**POSITION**

_____	/ _____
[Name]	
_____	/ _____
[Signature]	
_____	/ _____
[Name]	
_____	/ _____
[Signature]	



**EXHIBIT F**  
**FINANCIAL STATEMENTS**

# Jimmy John's Franchisor SPV, LLC

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

## *Financial Statements*

*as of January 2, 2022 (Successor) and January 3, 2021 (Successor) and for the year ended January 2, 2022 (Successor), January 3, 2021 (Successor), the period from October 18, 2019 through December 31, 2019 (Successor), and the period from January 2, 2019 through October 17, 2019 (Predecessor) and Independent Auditors' Report*

**JIMMY JOHN'S FRANCHISOR SPV, LLC**

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## **Independent Auditors' Report**

The Board of Managers  
Jimmy John's Franchisor SPV, LLC:

### *Opinion*

We have audited the financial statements of Jimmy John's Franchisor SPV, LLC (the Company), which comprise the balance sheet as of January 2, 2022 and the related statements of operations, changes in member's equity and cash flows for the fiscal year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of January 2, 2022, and the results of its operations and its cash flows for the fiscal year ended January 2, 2022 in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Other Matter*

The financial statements of the Company as of and for the fiscal year ended January 3, 2021, for the period from October 18, 2019 through December 31, 2019 and for the period from January 2, 2019 through October 17, 2019 were audited by another auditor, who expressed an unmodified opinion on those statements on April 9, 2021.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

### *Auditors' Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting



from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*KPMG LLP*

Atlanta, Georgia  
March 25, 2022

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**BALANCE SHEETS**  
(in thousands)

	<u>Successor</u>	
	<u>January 2, 2022</u>	<u>January 3, 2021</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 50,769	\$ 3,070
Restricted cash and cash equivalents	5,500	8,327
Accounts receivable, net	3,351	4,518
Other current assets	7	—
Total current assets	59,627	15,915
Intangible assets, net	826,724	853,851
Other assets	25	—
Total assets	\$ 886,376	\$ 869,766
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 22	\$ 6
Deferred revenue, current	1,039	1,005
Due to affiliated companies and related parties	2,089	919
Total current liabilities	3,150	1,930
Noncurrent deferred revenue	10,115	8,153
Commitments and contingencies (Note 4)		
Total liabilities	13,265	10,083
Member's equity	873,111	859,683
Total liabilities and member's equity	\$ 886,376	\$ 869,766

See accompanying notes to financial statements.

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**STATEMENTS OF OPERATIONS**  
(In thousands)

	<u>Successor</u>		<u>Successor</u>	<u>Predecessor</u>
	<u>Fiscal Year Ended</u>		<u>October 18, 2019</u>	<u>January 2, 2019</u>
	<u>January 2, 2022</u>	<u>January 3, 2021</u>	<u>through</u>	<u>through</u>
	<u>December 31, 2019</u>	<u>October 17, 2019</u>		
Revenue	\$ 140,276	\$ 117,162	\$ 25,022	\$ 104,396
Operating expenses:				
Management fee	27,896	26,990	5,624	21,693
Amortization	27,127	27,127	4,521	23,977
Impairment of intangible assets	—	180,000	—	—
Other operating (income) loss, net	(954)	811	173	359
Total operating expenses	<u>54,069</u>	<u>234,928</u>	<u>10,318</u>	<u>46,029</u>
Income (loss) from operations	86,207	(117,766)	14,704	58,367
Interest income	(7)	(31)	(14)	(83)
Net income (loss)	<u>\$ 86,214</u>	<u>\$ (117,735)</u>	<u>\$ 14,718</u>	<u>\$ 58,450</u>

See accompanying notes to financial statements.

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**STATEMENTS OF CHANGES IN MEMBER'S EQUITY**  
(In thousands)

	<b>Member's Equity</b>
<b>Predecessor</b>	
Balance at January 1, 2019	\$ 1,173,645
Net income	58,450
Adoption of accounting standard	(3,784)
Distributions to member, net	(71,975)
Balance at October 17, 2019	\$ 1,156,336
<b>Successor</b>	
Pushdown of Acquisition (See Note 3)	\$ 1,080,465
Net income	14,718
Distributions to member, net	(27,899)
Balance at December 31, 2019	1,067,283
Net loss	(117,735)
Distributions to member, net	(89,865)
Balance at January 3, 2021	\$ 859,683
Net income	86,214
Distributions to member, net	(72,786)
Balance at January 2, 2022	\$ 873,111

See accompanying notes to financial statements.



**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**STATEMENTS OF CASH FLOWS**  
(In thousands)

	<u>Successor</u>		<u>Successor</u>	<u>Predecessor</u>
	<u>Fiscal Year Ended</u>		<u>October 18, 2019</u>	<u>January 2, 2019</u>
	<u>January 2, 2022</u>	<u>January 3, 2021</u>	<u>through</u> <u>December 31, 2019</u>	<u>through</u> <u>October 17, 2019</u>
Cash flows from operating activities:				
Net income (loss)	\$ 86,214	\$ (117,735)	\$ 14,718	\$ 58,450
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Amortization	27,127	27,127	4,521	23,977
Loss on impairment	—	180,000	—	—
Change in assets and liabilities:				
Accounts receivable, net	1,167	(2,748)	1,529	(1,430)
Other assets	(32)	—	—	—
Accounts payable	16	6	—	—
Deferred revenue	1,996	832	259	(483)
Due to affiliated companies and related parties	1,170	(1,178)	3,025	(1,847)
Net cash provided by operating activities	<u>117,658</u>	<u>86,304</u>	<u>24,052</u>	<u>78,667</u>
Cash flows from financing activities:				
Distributions to member, net	<u>(72,786)</u>	<u>(89,865)</u>	<u>(27,899)</u>	<u>(71,975)</u>
Net cash used in financing activities	(72,786)	(89,865)	(27,899)	(71,975)
Net increase (decrease) in cash, cash equivalents, and restricted cash	44,872	(3,562)	(3,847)	6,692
Cash, cash equivalents, and restricted cash at beginning of period	<u>11,397</u>	<u>14,959</u>	<u>18,806</u>	<u>12,114</u>
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 56,269</u>	<u>\$ 11,397</u>	<u>\$ 14,959</u>	<u>\$ 18,806</u>

See accompanying notes to financial statements.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**1. DESCRIPTION OF OPERATIONS**

Jimmy John’s Franchisor SPV, LLC (the “Company”) was formed on June 12, 2017 as a Delaware limited liability company. The Company had no operations before July 7, 2017. The Company is a direct, wholly owned subsidiary of Jimmy John’s Funding, LLC, (the “Issuer”), which is a direct, wholly owned subsidiary of Jimmy John’s SPV Guarantor, LLC, which is a direct, wholly owned subsidiary of JJBC, LLC, which is a direct, wholly owned subsidiary of Jimmy John’s LLC (the “Parent”), which is a direct, wholly owned subsidiary of Jimmy John’s Holding Company LLC. The Company offers franchises for the development and operation of restaurants under the Jimmy John’s® trademark.

IRB Holding Corp. (“IRB”) is an indirect wholly owned subsidiary of Inspire Brands, Inc. (collectively, “Inspire”), the ultimate parent. On October 18, 2019, Inspire completed the acquisition of the Parent through an all equity transaction (the “Acquisition”).

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying financial statements include the accounts of the Company and have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”).

**Fiscal Year**

Prior to January 1, 2020, the Company operated on a 52 or 53 week fiscal year ending on the Tuesday closest to December 31. Effective January 1, 2020, the Company operates on a 52 or 53 week fiscal year ending on the Sunday closest to December 31, which aligns with Inspire’s fiscal year end. The Company’s fiscal year 2021 contained 52 weeks and ended on January 2, 2022 (“the year ended January 2, 2022” or “2021”) and fiscal year 2020, which ended on January 3, 2021 (“the year ended January 3, 2021” or “2020”), contained 53 weeks.

Additionally, the Company has presented the results for the 2019 fiscal year as two separate periods. The Predecessor financial period refers to the period from January 2, 2019 through October 17, 2019 (the “Predecessor period”) which was prior to the Acquisition. The Successor financial period refers to the period from October 18, 2019 through December 31, 2019 (the “Successor period”) following the Acquisition.

**Use of Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

Cash and cash equivalents consist of deposits with banks and financial institutions, which are unrestricted as to withdrawal or use, and which have original maturities of three months or less. Restricted cash primarily consists of cash held to meet certain reserve requirements in conjunction with the securitization described in Note 4.

**Accounts Receivable**

Accounts receivable consist primarily of royalties due from franchisees and are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts of \$0.1 million as of January 2, 2022 and \$1.1 million as of January 3, 2021 is the Company’s best estimate of the amount of probable credit losses in the Company’s existing accounts receivable. The Company does not have any off-balance-sheet credit exposure related to its customers, franchisees or vendors.

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**Intangible Assets, net**

*Indefinite-lived Intangibles*

The Company reviews its indefinite-lived intangible asset for impairment at least annually during the fourth quarter and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company uses the relief from royalty method using unobservable inputs (Level 3) to determine the fair value of its trade name. Significant assumptions and estimates used in determining fair value include future revenues, the royalty rate, terminal value, and a discount rate.

During the year ended January 3, 2021, the Company recorded impairment charges of \$180.0 million. No impairment was indicated for the years ended January 2, 2022, the Successor period, or the Predecessor period.

*Definite-lived Intangibles*

Definite-lived intangible assets are amortized on a straight-line basis using estimated useful lives of the related classes of intangible assets.

The Company reviews intangible assets subject to amortization for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value is less than the undiscounted cash flows we expect to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

During the years ended January 2, 2022, January 3, 2021, the Successor period, and the Predecessor period, the Company determined no impairment was indicated for definite-lived assets.

**Fair Value**

The fair values of short-term financial instruments, including cash and cash equivalents, accounts receivable, and other current liabilities approximate the carrying amounts in the financial statements due to the short maturity of these assets and liabilities.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market, or if none exists, the most advantageous market, for the specific asset or liability at the measurement date. The fair value is based on assumptions that market participants would use when pricing the asset or liability.

The fair values are assigned a level within the fair value hierarchy, depending on the source of the inputs into the calculation, as follows:

**Level 1 Inputs:** Quoted prices for identical assets or liabilities in active markets.

**Level 2 Inputs:** Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

**Level 3 Inputs:** Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Certain assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustment in certain circumstances. These items primarily include intangible assets for which fair value is determined as part of the

**JIMMY JOHN’S FRANCHISOR SPV, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

related impairment test. The assets and liabilities of Jimmy John’s LLC were remeasured as part of the acquisition by Inspire.

**Contributions and Distributions from/to Member**

Contributions and distributions from/to Member principally result from transactions with the Member conducted in accordance with Inspire’s centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions and distributions from/to Member on a net basis on the statements of changes in member's equity and on a net basis as a financing activity on the statements of cash flows.

**Income Taxes**

The Company is a limited liability company. As such, income taxes are the obligation of the member. Accordingly, these financial statements contain no provision or benefit and no assets or liabilities for federal income taxes. The Company may be responsible for certain state taxes.

**Commitments and Contingencies**

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties, and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

**Revenue Recognition**

Revenue primarily includes royalty income, franchise fees, and training and other income.

*Royalty Income and Franchise Fees*

The rights and obligations governing franchised restaurants are set forth in the franchise agreement. The franchise agreement generally provides for a 10-year initial term subject to certain conditions. Prior to the end of the franchise term or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement, depending on contract terms if certain conditions are met.

Royalty fees charged to franchisees and Jimmy John’s Enterprises, LLC (“JJE”), a related party by reason of common ownership, are based on 6% of a restaurant’s sales, as defined in the franchise agreement. Royalties from franchised restaurants are based on a percentage of sales of the franchised restaurant and are recognized as earned. Starting in 2021, the Company offered development incentive plans to require lower royalties from new franchisees in the initial years of the franchise agreement. Initial franchise fees are recorded within "Deferred revenue" on the Company's balance sheets when received and recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement, once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants.

*Training and Other Income*

Training and other income primarily consists of training fees generated from providing training to the franchisees’ owners and employees as offered by the Company pursuant to the terms of the franchise agreement.

**New Accounting Pronouncements Not Yet Adopted**

*Credit Losses (ASU 2016-13)*

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326)". This update requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for the Company prospectively in our first quarter of fiscal 2023 and any impact upon adoption will be reflected through a cumulative-effect adjustment to Member’s equity as of the beginning of 2023. The Company is currently evaluating the effect that this pronouncement will have on its financial statements and related disclosures.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**3. ACQUISITION BY INSPIRE**

On October 18, 2019, Inspire completed the acquisition of the Parent through an equity transaction. Total consideration in connection with the Acquisition included \$830.1 million for all outstanding common units and unit-based awards plus a \$313.4 million tax receivable agreement, and excluded the assumption of existing debt.

Inspire accounted for the Acquisition as a business combination using the acquisition method of accounting and has elected to apply pushdown accounting to the Company. The tangible and intangible assets acquired and liabilities assumed and pushed down to the Company on October 18, 2019 are as follows:

*(dollars in thousands)*

<b>Assets</b>	
Cash and cash equivalents	\$ 10,637
Restricted cash and cash equivalents	8,170
Accounts receivable	3,298
Due from affiliated companies and related parties	928
Intangible assets	1,065,500
<b>Total Assets</b>	<b>\$ 1,088,533</b>
<b>Liabilities</b>	
Deferred revenue	(8,068)
<b>Total Liabilities</b>	<b>\$ (8,068)</b>
<b>Net assets after pushdown accounting</b>	<b>\$ 1,080,465</b>

Intangible assets are consisted of \$630.0 million of trademarks, \$430.0 million of franchise agreements, and \$5.5 million of developed technology.

**4. COMMITMENTS AND CONTINGENCIES**

On July 7, 2017, the Issuer entered into an Indenture (the “Securitization Transactions”) under which the Issuer issued Series 2017-1 Class A-2-II 4.846% Fixed Rate Senior Secured Notes in the amount of \$500.0 million (the “Senior 2017 Class A-2 Notes”), and Series 2017-1 Class A-1 Variable Funding Senior Note (the “2017 Variable Funding Notes”), collectively the “Senior Notes”, in the revolving amount of \$50.0 million. The Senior Notes are secured by substantially all of the assets of and guaranteed by Issuer’s direct parent and subsidiaries (collectively, with the Issuer, the “Securitization Entities”).

As of January 2, 2022 and January 3, 2021, the Issuer’s outstanding balance was \$482.5 million and \$483.8 million on the Senior 2017 Class A-2 Notes. In January 2022, the Issuer made \$175.0 million of principal repayments on the Senior 2017 Class A-2 Notes. As of January 2, 2022 and January 3, 2021, the Issuer had \$43.0 million and \$0, respectively, total outstanding borrowings under the 2017 Variable Funding Notes. In January 2022, the Issuer repaid the \$43.0 million outstanding borrowings under the 2017 Variable Funding Notes.

In March 2022, the Issuer issued \$775.0 million of Senior 2022-1 Class A-2-I Notes, Senior 2022-1 Class A-2-II Notes and Senior 2022-1 Class A-2-III Notes (“JJ Senior 2022 Class A-2 Notes”). \$150.0 million of Class A-2-I notes were issued with a legal maturity of April 2052 and an expected repayment date of April 2027, \$450 million of Class A-2-II notes were issued with a legal maturity of April 2052 and an anticipated repayment date of April 2029, and \$175 million of Class A-2-III notes were issued with a legal maturity of April 2052 and an anticipated repayment date of April 2032. The proceeds were distributed to IRB at the time of issuance. The JJ Senior 2022 Class A-2 Notes are secured by substantially all of the assets of and guaranteed by the Securitization Entities.

In the normal course of business, various legal actions and claims are pending against the Company. It is the opinion of management, that the ultimate resolution of these contingencies, to the extent not previously provided for, will not have a material effect on the consolidated financial condition, results of operations or liquidity of the Company.

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**5. REVENUE RECOGNITION**

***Disaggregation of Total Revenue***

Total revenues by source consist of the following:

<i>(dollars in thousands)</i>	<u>Successor</u>		<u>Successor</u>	<u>Predecessor</u>
	<u>Fiscal Year Ended</u>		<u>October 18, 2019</u>	<u>January 2, 2019</u>
	<u>January 2, 2022</u>	<u>January 3, 2021</u>	<u>through</u>	<u>through</u>
	<u>December 31, 2019</u>	<u>October 17, 2019</u>		
Royalty income	\$ 138,064	\$ 115,524	\$ 24,234	\$ 102,080
Franchise fees	858	875	251	1,685
Training and other revenue	1,353	763	537	631
Total revenues	<u>\$ 140,276</u>	<u>\$ 117,162</u>	<u>\$ 25,022</u>	<u>\$ 104,396</u>

***Contract Liabilities***

As of January 2, 2022 and January 3, 2021, contract liabilities (deferred revenue included in current and noncurrent liabilities) were \$11.0 million and \$9.1 million, respectively. Deferred franchise revenue primarily represents the Company's remaining performance obligations under its franchise agreements for which consideration has been received or is receivable, and is generally recognized on a straight-line basis over the remaining term of the related agreement. For the years ended January 2, 2022 and January 3, 2021, the Company recognized \$1.8 million and \$1.9 million, respectively, of revenues associated with prior year deferred franchise fees, offset by cash payments received or due in advance of satisfying our performance obligations.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

<b>Fiscal Year</b> <i>(dollars in thousands)</i>	<b>Total</b>
2022	\$ 989
2023	884
2024	810
2025	719
2026	622
Thereafter	6,995
	<u>\$ 11,019</u>

**JIMMY JOHN'S FRANCHISOR SPV, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**6. INTANGIBLE ASSETS**

The carrying value of the Company's intangible assets as of January 2, 2022 and January 3, 2021 consist of the following:

		<b>2021</b>			
<i>(dollars in thousands)</i>	<b>Weighted average useful life</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Accumulated Impairment Charges</b>	<b>Net</b>
Trademarks	Indefinite	\$ 630,000	\$ —	\$ (180,000)	\$ 450,000
Franchise agreements	17 years	430,000	(54,804)	—	375,196
Developed technology	3 years	5,500	(3,972)	—	1,528
Intangible assets		<u>\$ 1,065,500</u>	<u>\$ (58,776)</u>	<u>\$ (180,000)</u>	<u>\$ 826,724</u>

  

		<b>2020</b>			
<i>(dollars in thousands)</i>	<b>Weighted average useful life</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Accumulated Impairment Charges</b>	<b>Net</b>
Trademarks	Indefinite	\$ 630,000	\$ —	\$ (180,000)	\$ 450,000
Franchise agreements	17 years	430,000	(29,510)	—	400,490
Developed technology	3 years	5,500	(2,139)	—	3,361
Intangible assets		<u>\$ 1,065,500</u>	<u>\$ (31,649)</u>	<u>\$ (180,000)</u>	<u>\$ 853,851</u>

Amortization expense related to intangible assets for the next five fiscal years and thereafter is as follows:

<i>(dollars in thousands)</i>	<b>Total</b>
<b>Estimate for fiscal year:</b>	
2022	\$ 26,822
2023	25,294
2024	25,294
2025	25,294
2026	25,294
Thereafter	248,726
	<u>\$ 376,724</u>

**7. RELATED-PARTY TRANSACTIONS**

Pursuant to the terms of a management agreement, an affiliate, Jimmy John's Franchise, LLC, manages the assets of the Company and performs certain franchising, marketing intellectual property, reporting, operating and support services to franchisees on behalf of the Company. In exchange, management fees totaled \$27.9 million for the year ended January 2, 2022, \$27.0 million for the year ended January 3, 2021, \$5.6 million for the Successor period, and \$21.7 million for the Predecessor period. As a result of the related party management agreement, results of operations of the Company may not be indicative of those that would have been achieved had the Company operated on a stand-alone basis.

**8. SUBSEQUENT EVENTS**

The Company has evaluated subsequent events from the balance sheet date through March 25, 2022, the date at which the financial statements were available to be issued and determined that with the exception of the items in Note 4, there are no other items to disclose or require adjustment.

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**EXHIBIT G**

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# **Jimmy John's Franchisor SPV, LLC Operations Manual**

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# A

## Operations

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**EXHIBIT H**

**STATE ADDENDA AND FRANCHISE AGREEMENT RIDERS**

**ADDENDUM TO  
THE JIMMY JOHN'S FRANCHISOR SPV, LLC  
FRANCHISE DISCLOSURE DOCUMENT**

**MARYLAND**

1. The following language is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**:

Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the Federal Arbitration Act.

4. The following language is added to the end of the "Summary" section of Item 17(w), entitled **Choice of law**:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to any arbitration obligations, you may bring an action in Maryland.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.



## **MINNESOTA**

1. The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Section 80C.14, Subds. 3, 4 and 5 which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by law with respect to claims arising under Minn. Rule 2860.4400D.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows.

## **NORTH DAKOTA**

1. The following language is added to the "Remarks" column of the "Liquidated Damages" row of the Item 6 chart in the Franchise Disclosure Document:

We and you acknowledge that this provision might not be enforceable under the North Dakota Franchise Investment Law; however, we and you will enforce the provision to the extent the law allows.

2. The "Summary" sections of Items 17(c) and (m) of the Franchise Disclosure Document are amended by adding the following:

(Any release executed will not apply, to the extent prohibited by applicable law, with respect to claims arising under the North Dakota Franchise Investment Law.)

3. The "Summary" section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

4. The “Summary” section of Item 17(v) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following:

Litigation generally must be in courts closest to our then current principal business address (currently Atlanta, Georgia), except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following.

Except for federal law, North Dakota law applies.

\*\*\*\*\*

**ASSURANCE OF DISCONTINUANCE  
STATE OF WASHINGTON**

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

**RIDER TO THE JIMMY JOHN'S FRANCHISOR SPV, LLC  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

This Rider is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date," regardless of the dates of, but only upon, the parties' full signatures) by and between **JIMMY JOHN'S FRANCHISOR SPV, LLC**, a Delaware limited liability company ("we," "us," or "our"), and \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the JIMMY JOHN'S® Restaurant that you will operate under the Franchise Agreement will be located or operated in Maryland.

2. **RELEASES.** Section 12.C.(8), the second sentence in Section 13.C., and the next to last sentence in Section 15.E.(5) of the Franchise Agreement are amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW.** The following language is added to the end of Section 17.F. of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 17.G. of the Franchise Agreement:

Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law.

5. **LIMITATION OF CLAIMS.** Section 17.J. of the Franchise Agreement is amended by adding the following language:

; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

6. **ACKNOWLEDGMENTS.** The following language is added to the end of the Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**JIMMY JOHN'S FRANCHISOR SPV, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**FRANCHISEE**

**(IF YOU ARE TAKING THE FRANCHISE AS  
A CORPORATION, LIMITED LIABILITY  
COMPANY, OR PARTNERSHIP):**

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE FRANCHISE  
INDIVIDUALLY AND NOT AS A LEGAL  
ENTITY):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE JIMMY JOHN'S FRANCHISOR SPV, LLC  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

This Rider is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date," regardless of the dates of, but only upon, the parties' full signatures) by and between **JIMMY JOHN'S FRANCHISOR SPV, LLC**, a Delaware limited liability company ("we," "us," or "our"), and \_\_\_\_\_ ("you" or "your").

7. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the JIMMY JOHN'S® Restaurant that you will operate under the Franchise Agreement will be located in Minnesota and/or (b) any of the franchise offering or sales activity occurred in Minnesota.

8. **RELEASES.** Section 12.C.(8), the second sentence in Section 13.C., and the next to last sentence in Section 15.E.(5) of the Franchise Agreement are amended by adding the following:

, provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

9. **TERMINATION OF AGREEMENT.** The following language is added to the Franchise Agreement as new Subsection 14.D.:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Section 80C.14, Subds. 3, 4 and 5 which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

10. **LIQUIDATED DAMAGES.** The following language is added to the end of Section 15.F. of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

11. **GOVERNING LAW AND CONSENT TO JURISDICTION.** The following language is added to the end of Sections 17.F. and 17.G of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows.

12. **WAIVER OF JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, the second paragraph of Subsection 17.H. of the Franchise Agreement is deleted.

13. **LIMITATION OF CLAIMS.** Section 17.J. of the Franchise Agreement is amended by adding the following language:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**, a  
Delaware limited liability company

**FRANCHISEE**

**(IF YOU ARE TAKING THE FRANCHISE AS  
A CORPORATION, LIMITED LIABILITY  
COMPANY, OR PARTNERSHIP):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE FRANCHISE  
INDIVIDUALLY AND NOT AS A LEGAL  
ENTITY):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE JIMMY JOHN'S FRANCHISOR SPV, LLC  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date," regardless of the dates of, but only upon, the parties' full signatures) by and between **JIMMY JOHN'S FRANCHISOR SPV, LLC**, a Delaware limited liability company ("we," "us," or "our"), and \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the JIMMY JOHN'S® Restaurant that you will operate under the Franchise Agreement will be located or operated in North Dakota and/or (b) any of the franchise offering or sales activity occurred in North Dakota.

2. **RELEASES.** Section 12.C.(8), the second sentence in Section 13.C., and the next to last sentence in Section 15.E.(5) of the Franchise Agreement are amended by adding the following:

, provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** Section 15.D. of the Franchise Agreement is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

4. **LIQUIDATED DAMAGES.** The following language is added to the end of Section 15.F. of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

5. **GOVERNING LAW.** Section 17.F. of the Franchise Agreement is amended to read as follows:

**EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH DAKOTA, EXCEPT THAT ANY NORTH DAKOTA LAW REGULATING THE OFFER AND SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.**



6. **CONSENT TO JURISDICTION.** Section 17.G. of the Franchise Agreement is amended to read as follows:

**SUBJECT TO SUBSECTION 17.F. AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION CLOSEST TO WHERE WE HAVE OUR PRINCIPAL BUSINESS ADDRESS AT THE TIME THE ACTION IS COMMENCED, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS; PROVIDED, HOWEVER, THAT TO THE EXTENT REQUIRED BY APPLICABLE LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE RESTAURANT IS LOCATED.**

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the North Dakota Franchise Investment Law, Section 17.H. of the Franchise Agreement is deleted.

8. **LIMITATIONS OF CLAIMS.** Section 17.J. of the Franchise Agreement is amended by adding the following language:

The time limitations set forth in this Subsection might be modified by the North Dakota Franchise Investment Law.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the date stated on the first page above.

**JIMMY JOHN’S FRANCHISOR SPV, LLC**, a  
Delaware limited liability company

**FRANCHISEE**

**(IF YOU ARE TAKING THE FRANCHISE AS  
A CORPORATION, LIMITED LIABILITY  
COMPANY, OR PARTNERSHIP):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Name of Franchisee Entity]

By: \_\_\_\_\_

[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):**

---

[Signature]

---

[Print Name]

---

[Signature]

---

[Print Name]

**EXHIBIT I**

**SUCCESSOR FRANCHISE RIDER TO FRANCHISE AGREEMENT**

**RIDER TO JIMMY JOHN’S FRANCHISOR SPV, LLC**  
**FRANCHISE AGREEMENT FOR 10-YEAR SUCCESSOR FRANCHISE**

**THIS RIDER TO FRANCHISE AGREEMENT FOR 10-YEAR SUCCESSOR FRANCHISE** (the “Rider”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “Signing Date”) by and between **JIMMY JOHN’S FRANCHISOR SPV, LLC**, a Delaware limited liability company with its principal business address at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“you” or “your”).

1. **Preambles and Acknowledgments.** Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the “Successor Franchise Agreement”) to govern your continued operation of the Restaurant at the Premises. (All initial capitalized terms used but not defined in this Rider have the meanings given to those terms in the Successor Franchise Agreement). We and you acknowledge that the Successor Franchise Agreement is the successor to the Franchise Agreement between you and us, originally dated *[insert here the effective date of the franchise agreement that will be expiring]* (the “Expiring Franchise Agreement”), under which you have operated the Restaurant at the Premises during the initial term stated in the Expiring Franchise Agreement. We and you acknowledge that the Expiring Franchise Agreement expires by its terms on *[insert here the date on which that franchise agreement will naturally expire]* (the “Expiration Date”), but that, subject to your compliance with certain conditions specified in the Expiring Franchise Agreement, you will have the right to continue operating the Restaurant at the Premises during a successor franchise term. We and you are signing this Rider to modify certain provisions of the Successor Franchise Agreement to reflect that (a) the Successor Franchise Agreement is a successor to the Expiring Franchise Agreement, intended to govern our and your relationship during the successor franchise term, (b) certain provisions of the Successor Franchise Agreement do not apply to your operation of the Restaurant during its term, and (c) you have no further renewal or successor franchise rights when the Successor Franchise Agreement expires.

2. **Expiration of Expiring Franchise Agreement.** The term of the Expiring Franchise Agreement expires on the Expiration Date, which is its last scheduled day, and the Successor Franchise Agreement’s term commences on the immediately following day, irrespective of the date(s) on which the Successor Franchise Agreement and this Rider are signed. You have no further rights under the Expiring Franchise Agreement following the Expiration Date.

3. **Term of the Franchise.** The third and fourth sentences of Subsection 1.D. of the Successor Franchise Agreement is deleted and replaced with the following:

Subject to this Agreement’s terms, we grant you a franchise (the “Franchise”) to operate a JIMMY JOHN’S® Restaurant (the “Restaurant”) at the Premises, and to use the Franchise System in its operation, for a term beginning on \_\_\_\_\_, 20\_\_ *[Insert in the blank the day immediately following the date on which the last franchise agreement officially expired]* and expiring ten (10) years from that date, which is \_\_\_\_\_, 20\_\_, unless sooner terminated under Section 14. You

agree to operate the Restaurant in compliance with this Agreement for the entire term unless this Agreement is properly terminated under Section 14.

4. **Site Selection.** Subsection 2.A. of the Successor Franchise Agreement is deleted. You may operate the Restaurant only at the Premises, although you may deliver Menu Items prepared at the Premises to customers located within your specified delivery area, provided that you comply with our System Standards for delivery services.

5. **Lease of Premises.** You acknowledge that you have delivered to us a complete and accurate copy of the currently-effective Lease. If the Lease is proposed to be amended, renewed, or extended at any time during the Successor Franchise Agreement's term, you must obtain our prior written acceptance of, and otherwise comply with Subsection 2.B. of the Successor Franchise Agreement with respect to, the amended, renewed, or extended Lease.

6. **Restaurant Development.** Subsection 2.C. of the Successor Franchise Agreement is deleted. However, you agree to make the upgrades, modifications, and improvements to the Restaurant, Premises, and Operating Assets specified on the attached "Upgrade Schedule." You agree to complete each task listed on the Upgrade Schedule to our satisfaction, and in accordance with the Successor Franchise Agreement (including, without limitation, provisions relating to designated, recommended, or approved suppliers), before the applicable due date. Your completion of each task within the designated timeframe was an express condition to our willingness to grant you the successor franchise. Therefore, your failure to do so will be a breach of the conditions for a successor franchise contained in the Expiring Franchise Agreement and a breach of the Successor Franchise Agreement, allowing us to rescind or terminate the Successor Franchise Agreement. You must comply with our requirements, the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations for disabled persons, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

7. **Restaurant Opening.** Subsection 2.F. of the Successor Franchise Agreement is deleted.

8. **Initial Franchise Fee.** Subsection 3.A. of the Successor Franchise Agreement is deleted. However, on the Signing Date you must pay us a successor franchise fee equal to Two Thousand Five Hundred Dollars (\$2,500).

9. **Modification of Brand Standards.** Subsection 8.B. of the Successor Franchise Agreement is deleted and replaced with the following:

We periodically may modify Brand Standards, which may accommodate regional or local variations, and these modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. You agree to implement any changes in Brand Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of the Restaurant, buying new Operating Assets, adding new Menu Items and services, or otherwise modifying the nature of your operations, as if they were

part of this Agreement as of the Effective Date. However, except as provided in clauses (1) and (2) below, we will not obligate you to make any capital modifications the costs of which exceed Twenty Thousand Dollars (\$20,000) during any single year during this Agreement's term or One Hundred Twenty-Five Thousand Dollars (\$125,000) during this Agreement's entire term:

(1) the amounts we may require you to spend to change the Computer System and the Restaurant's signage and logo, and the frequency of such changes, are not limited during this Agreement's term; and

(2) the amounts we may require you to spend on capital modifications for the Restaurant, and the frequency of such expenditures, are not limited during this Agreement's term if such expenditures are required by the Lease or applicable law.

10. **Advertising**. Subsection 9.A. of the Successor Franchise Agreement is deleted. Your obligation under Subsection 9.C. to spend at least one-half percent (0.5%) of the Restaurant's weekly Gross Sales to advertise and promote your Restaurant locally begins on the day following the Expiration Date.

11. **Transfer**. Subsection 12.C.(2)(g) of the Successor Franchise Agreement is deleted and replaced with the following:

Before the transfer's proposed effective date, the transferee (if the transfer is of the franchise rights granted by this Agreement), or you must (if the transfer is of a controlling ownership interest in you or in an Entity that owns a controlling ownership interest in you), if we so require, sign our then-current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Fund and Cooperative Program contributions, provided, however, that the term of the new franchise agreement signed will equal the unexpired term of this Agreement;

12. **Expiration of Successor Franchise Agreement**. Section 13 of the Successor Franchise Agreement is deleted in its entirety. You have no further renewal or successor franchise rights when the Successor Franchise Agreement expires and must cease operating the Restaurant at that time.

13. **Termination**. The first sentence of Subsection 14.B. of the Successor Franchise Agreement, and all of Subsections 14.B.(2) and (3), are deleted.

14. **Covenant Not to Compete**. Subsection 15.D.(3) of the Successor Franchise Agreement is deleted and replaced with the following:

(3) expiration of this Agreement,

15. **Our Right to Purchase Restaurant.** Subsection 15.E.(1)(c) of the Successor Franchise Agreement is deleted and replaced with the following:

(3) expiration of this Agreement,

16. **Exhibit B.** Exhibit B of the Successor Franchise Agreement is deleted.

17. **Release.** As consideration for our granting you the rights under the Successor Franchise Agreement, you and your affiliates, on your and their own behalf and on behalf of your and their respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, members, directors, officers, principals, and employees (collectively, the “Releasing Parties”), hereby forever release and discharge us and our affiliates, and our and their respective current and former officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the “Released Parties”), from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, and liabilities of any nature and kind (for purposes of this Section 17, collectively, “Claims”) that you and any of the other Releasing Parties now have, ever had, or, but for this document, hereafter would or could have against any of the Released Parties (a) arising out of or related to the Released Parties’ grant of the franchise rights to you under the Expiring Franchise Agreement, (b) arising out of or related to the Released Parties’ performance of, or alleged failure to perform, obligations under the Expiring Franchise Agreement, or (c) otherwise arising from or related in any way to your and the other Releasing Parties’ relationship, from the beginning of time to the Signing Date, with any of the Released Parties, excepting only any Claims arising exclusively from or related exclusively to the grant of the franchise under the Successor Franchise Agreement.

You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by this paragraph and represent that you have not assigned any such Claims to any individual or entity who is not bound by this paragraph.

**[NOTE: The following language in brackets and bold type applies only when the franchisee operates in California or California law is deemed to apply. Remove the language from the Rider in all other circumstances.]**

**[Each of the parties granting a release acknowledges a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected the settlement with the debtor.”**

**Each of the parties granting a release recognizes that he, she, or it may have some claim, demand, or cause of action against the other parties of which he, she, or it is unaware and unsuspecting, and which he, she, or it is giving up by signing this Rider. Each of the parties granting a release hereby waives and relinquishes every right or benefit**

**which he, she, or it has under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that such right or benefit may lawfully be waived.]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below.

**JIMMY JOHN’S FRANCHISOR SPV,  
LLC**, a Delaware limited liability company

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**UPGRADE SCHEDULE**

<b>TASKS TO BE COMPLETED</b>	<b>DUE DATE</b>

[Attach additional pages if necessary]

**JIMMY JOHN’S FRANCHISOR SPV,  
LLC, a Delaware limited liability company**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	_____ (Exempt)
Hawaii	_____
Illinois	_____ (Exempt)
Indiana	_____ (Exempt)
Maryland	_____ (Exempt)
Michigan	_____
Minnesota	_____
New York	_____ (Exempt)
North Dakota	_____ (Exempt)
Rhode Island	_____ (Exempt)
South Dakota	_____
Virginia	_____ (Exempt)
Washington	_____ (Exempt)
Wisconsin	_____

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Jimmy John's Franchisor SPV, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan law requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Jimmy John's Franchisor SPV, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Jimmy John's Franchisor SPV, LLC, located at Three Glenlake Parkway NE, Atlanta, Georgia 30328. Its telephone number is (404) 514-4100.

The franchise sellers for this offering are \_\_\_\_\_ at Jimmy John's Franchise, LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, (404) 514-4100.

Issuance Date: March 25, 2022

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Jimmy John's Franchisor SPV, LLC, dated as of March 25, 2022 that included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Franchise Agreement
- B-1. Non-Traditional Rider
- C. Development Rights Rider To Franchise Agreement
- D. Lists of JIMMY JOHN'S® Restaurants and Departing Franchisees
- E. Principal's Agreement
- F. Financial Statements
- G. Confidential Operations Manual Table of Contents
- H. State Addenda and Franchise Agreement Riders
- I. Successor Franchise Rider to Franchise Agreement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee [Print Name]

(Date, Sign, and Return to Us)

\_\_\_\_\_  
Prospective Franchisee [Signature]

*After signing and dating the Receipt, you may return it to us by sending the original via overnight courier or 1st class mail to our address above or by faxing or emailing it to us.*

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Jimmy John's Franchisor SPV, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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If Jimmy John's Franchisor SPV, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Jimmy John's Franchisor SPV, LLC, located at Three Glenlake Parkway NE, Atlanta, Georgia 30328. Its telephone number is (404) 541-4100.

The franchise sellers for this offering are \_\_\_\_\_ at Jimmy John's Franchise, LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, (404) 514-4100.

Issuance Date: March 25, 2022

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Jimmy John's Franchisor SPV, LLC, dated as of March 25, 2022 that included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Franchise Agreement
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- F. Financial Statements
- G. Confidential Operations Manual Table of Contents
- H. State Addenda and Franchise Agreement Riders
- I. Successor Franchise Rider to Franchise Agreement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee [Print Name]

(Date, Sign, and Keep for Your Own  
Records)

\_\_\_\_\_  
Prospective Franchisee [Signature]