

FRANCHISE DISCLOSURE DOCUMENT



JBR FRANCHISE CO
A FLORIDA CORPORATION
4190 MILLENIA BLVD.

ORLANDO, FLORIDA 32839
(407) 213-1337

FRANCHISING@JEFFSBAGELRUN.COM
WWW.JEFFSBAGELRUN.COM

The franchise offered is for “JEFF’S BAGEL RUN” stores (“**JEFF’S BAGEL RUN” Store**”) that specializes in the sale of fresh-baked bagels, cream cheeses and other spreads, specialty coffees and teas, baked sweets and snacks, among other things. We offer the following franchise programs:

1. A single “JEFF’S BAGEL RUN” Store. The total investment necessary to begin operation of a “JEFF’S BAGEL RUN” franchise ranges from \$~~497,558~~537,558 to \$813,790, excluding land. This includes initial fees totaling between \$~~189,300~~225,800 to \$~~366,000~~331,000 that must be paid to the franchisor or its affiliates.
2. Multiple “JEFF’S BAGEL RUN” Stores within a defined area under an Area Development Agreement. The total investment necessary to begin operation of a “JEFF’S BAGEL RUN” franchise under an Area Development Agreement ranges from \$51,000 to \$140,000. This includes initial fees totaling between \$50,000 and \$80,000 that must be paid to the franchisor or its affiliates. We will credit the development fee against the initial franchise fees (at the rate of \$10,000 for the second and each subsequent Franchise Agreement).
- ~~3. Existing Franchisees. If you are an existing franchisee with an open and operational “JEFF’S BAGEL RUN” Store and then enter into an Area Development Agreement, you will pay an initial franchise fee equal to \$20,000 for each additional “JEFF’S BAGEL RUN” Store you agree to open.~~
- ~~4. Experienced Managers. If you (or your owner in the case of an entity) are an Experienced Manager, with at least 2 years of prior experience as a manager or assistant manager at a “JEFF’S BAGEL RUN” Store owned by us or our affiliate, the initial franchise fee for your first (and each subsequent) Franchise Agreement for your “JEFF’S BAGEL RUN” Stores will be equal to \$20,000 and you will not pay an initial training fee.~~

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, 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.**

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 mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Supplier control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, “we,” “us” or “JBR” means JBR Franchise Co, a Florida corporation, the franchisor. “You” means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company, or other entity, “you” also includes the franchisee’s owners or partners.

Our principal business address is 4190 Millenia Boulevard, Orlando, Florida 32839. We conduct business under the name of our corporation. The principal business address of our agent for service of process in Florida is Min Cho at 4190 Millenia Boulevard, Orlando, Florida 32839. Our agents for service of process in other states are listed in the attached Exhibit J.

We are a Florida corporation, incorporated on March 13, 2023. We will franchise stores under the name “JEFF’S BAGEL RUN” (“**JEFF’S BAGEL RUN**” Stores”). We have not previously engaged in any other line of business. We have been offering “JEFF’S BAGEL RUN” franchises since October 2023. One or more of our related parties owns an interest in entities that operate (as of December 31, 2024) nine existing “JEFF’S BAGEL RUN” Stores that are substantially similar to the franchise “JEFF’S BAGEL RUN” Stores offered in this document. The nine current corporate locations are in Ocoee, Florida, Orlando, Florida, and Wake Forest, North Carolina. We have not previously offered franchises in any other line of business, nor do we intend to operate “JEFF’S BAGEL RUN” Stores ourselves, though one or more of our related parties may continue to do so.

Our direct parent company is [JeffsJeffs](#) Bagel Run Holdings Co, a Florida corporation formed on July 6, 2023 located at 4190 Millenia Boulevard, Orlando, Florida, which is in turn owned by 1337 Capital Management LLC, a Florida limited liability company located at 4190 Millenia Boulevard, Orlando, Florida; TheBagel, LLC a Florida limited liability company located at 2787 Old Winter Garden Road, Ocoee, Florida and some of our employees through our employee stock plan.

Our predecessors are TheBagel, LLC which contributed all the intellectual property associated with the JEFF’S BAGEL RUN” Stores to us in March 2023 after having acquired the intellectual property from the chain’s founders, Jeffrey and Danielle Perera and their company, [JeffsJeffs](#) Bagel Run LLC (which currently operates the JEFF’S BAGEL RUN” Store in Ocoee, Florida pursuant to a license agreement with us). None of our predecessors has conducted or offered a business of the type to be operated by you nor has any offered franchises in other lines of business.

JBR Supply Co LLC (referred to in this document as the “JBR Supply Co”) was organized in Florida on July 26, 2023 and shares our principal business address. JBR Supply Co operates our distribution center and supplies certain goods, equipment, supplies, and other inventory to our franchisees and our affiliate-owned Stores.

Our affiliate, JBR Supply Co LLC acquired Otus Coffee Company LLC on April 1, 2024. Otus Coffee Company LLC will be supplying coffee products to the franchisees. Otus Coffee Company LLC’s principal business address is 1331 Green Forest Ct., Unit 12, Winter Garden, Florida 34787. Otus Coffee Company LLC does not operate “Jeff’s Bagel Run” Stores or offer

Freight is being wound down and commencing store closing sales at locations nationwide and online. The proceedings are otherwise currently pending before the bankruptcy court.

Except as described above, no bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

You must pay a \$30,000 lump sum initial franchise fee and a \$10,000 initial training fee when you sign your first franchise agreement. The initial franchise fee and initial training fee are not refundable under any circumstances. We will waive the initial training fee for your second or subsequent franchise agreement, in our sole discretion, if you or your Operating Principal has previously completed the training program to our satisfaction and your existing “JEFF’S BAGEL RUN” Store(s) is/are operating in accordance with our standards and specifications. In addition, we may in our sole discretion defer collection of the initial franchise fee until the Store(s) open to the public, and may even waive the initial franchise fee, for certain sales to our officers, directors, affiliates and their respective family and friends.

If you (or your owner in the case of an entity) are an Experienced Manager, with at least 2 years of prior experience as a manager or assistant manager at a “JEFF’S BAGEL RUN” Store owned by us or our affiliate, the initial franchise fee for your first Franchise Agreement will be equal to \$20,000 and you will not pay an initial training fee.

Before you open your “JEFF’S BAGEL RUN” Store, you must purchase certain designated items which make up your pre-opening inventory of equipment, initial supplies and information systems hardware and related fees, utensils, uniforms and initial food inventory, furniture, and signage from us or JBR Supply Co. We estimate that these designated items will cost between \$185,300 to ~~\$334,000~~286,000 which is not refundable under any circumstances. This does not apply if you sign a Franchise Agreement for the purchase of an existing “JEFF’S BAGEL RUN” Store, either from another franchisee or from JBR or an affiliate of JBR.

We will review three proposed sites for your “JEFF’S BAGEL RUN” Store at no charge. However, for the fourth site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site, which we estimate to be about \$1,000, including our travel expenses in connection with any on-site review.

If the Franchise Agreement is executed with an assignment, including if you purchased your “JEFF’S BAGEL RUN” Store from an existing franchisee, the existing franchisee will pay us a non-refundable administrative/transfer fee and reimburse our associated out-of-pocket costs, in lieu of you paying an Initial Franchise Fee. Unless you are an existing Owner with an Experienced Manager or an Operating Partner who has previously completed the initial training program, you must attend our Initial Training Program and pay our Initial Training Fee.

If you have signed an Area Development Agreement that provides for payment amounts that differ from what is described above, your payments will be revised to reflect the terms of Area Development Agreement. Otherwise, the Initial Franchise Fee is uniform for franchises we are currently offering in this state.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) Amount		(3) Method of Payment	(4) When Due	(5) To Whom Paid
	Low	High			
Initial Franchise Fee ⁽¹⁾	\$0 <u>\$30,000</u> **	\$30,000	Lump Sum	Upon Signing Franchise Agreement	Us
Initial Training Fee ⁽¹⁾	\$0 <u>\$10,000</u> **	\$10,000	Lump Sum	Upon Signing first Franchise Agreement	Us
Initial Kitchen Equipment ⁽²⁾	\$153,500	\$190,500	Lump Sum	Prior to Opening	Us, Our Affiliates or Approved Suppliers
POS/Information Systems & Hardware ^(2,3)	\$10,000	\$20,000	Lump Sum	Prior to Opening	Our Affiliates
Security & Internet Hardware/Fees ⁽²⁾	\$1,000	\$7,000	Lump Sum	Prior to Opening	Our Affiliates or Approved Suppliers
Utensils, Supplies, Uniforms & Initial Food Order/ Inventory ⁽²⁾	\$11,500	\$14,500	Lump Sum	Prior to Opening	Our Affiliates or Approved Suppliers
Furniture and Fixtures ⁽²⁾	\$1,500	\$46,000	Lump Sum	Prior to Opening	Our Affiliates or Approved Suppliers
Interior Signage ⁽²⁾	\$7,800	\$8,000	Lump Sum	As Arranged	Our Affiliates or Approved Suppliers

(1) Type of Expenditure	(2) Amount		(3) Method of Payment	(4) When Due	(5) To Whom Paid
	Low	High			
External Signage	\$5,000	\$14,000	As Arranged	As Arranged	Vendors
Wages, Travel and Living Expenses During Site Review ^(3,4,5)	\$500	\$5,000	As Arranged	As Arranged	Us
Legal and Accounting ⁽⁵⁶⁾	\$1,500	\$10,000	As Arranged	As Arranged	Vendors
Business Licenses, Permits	\$758	\$9,640	As Arranged	As Arranged	Government
Architect Fees	\$11,500	\$16,150	As Arranged	As Arranged	Vendors
First 3 Months Marketing	\$1,000	\$6,000	Monthly	As Arranged	Vendors
Insurance ⁽⁶⁷⁾	\$4,000	\$7,000	As Incurred	As Arranged	Vendors
Security Deposits	\$0	\$12,000	As Arranged	As Arranged	Landlord
Construction and Leasehold Improvements	\$230,000	\$323,000	As Arranged	As Arranged	Contractors
Additional Funds – 3 Months ^{(78)††}	\$58,000	\$85,000	As Arranged	As Arranged	Employees and Vendors
TOTAL	\$497,558	\$537,558			\$813,790

** We intend to waive the initial franchise fee and initial training fee for Franchise Agreements executed with our affiliated entities for our 9 (as of December 31, 2024) existing affiliate-owned “JEFF’S BAGEL RUN” Stores and any stores that they open in the future. If you purchase an existing “JEFF’S BAGEL RUN” Store owned by one of our Affiliates, you will pay a purchase price for the business as mutually agreed by you and that Affiliate. We may waive the initial training fee for your second or subsequent franchise agreement, in

our sole discretion, if you or your Operating Principal have previously completed the training program to our satisfaction.

The above chart describes the estimated initial investment for a single “JEFF’S BAGEL RUN” Store. If you sign an Area Development Agreement, you must also pay us a non-refundable initial development fee equal to \$10,000 multiplied by the number of “JEFF’S BAGEL RUN” Stores (excluding the first “JEFF’S BAGEL RUN” Store) which you must open, and you will concurrently sign your first Franchise Agreement and pay \$30,000 representing the initial franchise fee and \$10,000 representing the initial training fee for your first Franchise Agreement. When we begin assisting you in locating your subsequent “JEFF’S BAGEL RUN” Store, you will sign a separate Franchise Agreement and pay us an initial franchise fee of \$20,000. However, we will apply a \$10,000 from the development fee against the franchise fee for the second and each subsequent Franchise Agreement until the development fee is exhausted. If you are an Experienced Manager, the initial franchise fee for your first (and each subsequent) “JEFF’S BAGEL RUN” Stores is \$20,000 and you will not pay an initial training fee.

Actual costs will vary for each franchisee and each location depending on a number of factors. Neither we nor our affiliate finances any part of the initial investment. Payments to us are not refundable. We are not able to represent whether or not amounts that you pay to third parties are refundable.

1. The initial franchise fee and initial training fee are detailed in Item 5. The initial training fee is payable in connection with your first franchise agreement.
2. This figure includes the approximate initial cost for the Information Systems which is \$10,000 to \$20,000 (which includes vendor provided training). We have not included the cost of software maintenance agreements, if any. This figure also does not include any technical support costs associated with operating the hardware or software.
3. The minimum that you must pay to us, our affiliates, and vendors/suppliers is \$175,300 (which is the low-end estimate for Initial Kitchen Equipment, Security & Internet Hardware/Fees, Utensils, Supplies, Uniforms & Initial Food Order/Inventory, Furniture and Fixtures, and Interior Signage).
4. ~~3-~~These figures include your costs of travel, food, lodging and other expenses during your initial 10-day training program. The initial training program will be approximately 80 hours of training over a 10-day period.
5. ~~4-~~Upon receiving the information regarding a proposed site, we will review the information and either accept or reject the proposed site. We will review three proposed sites at no charge. However, for the fourth site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site. The high end estimate above assumes we will review four sites. If additional site reviews are necessary, we estimate that each one could cost up to an additional \$1,000. These figures include our expenses for travel, food and lodging in connection with each on-site review.

6. ~~5.~~ If you also sign an Area Development Agreement, we anticipate that your legal fees may be larger and range from \$1,000 to \$10,000.
7. ~~6.~~ Currently, you must maintain comprehensive public liability insurance against claims for bodily and personal injury, death and property damage in the amount of at least \$1,000,000.
8. ~~7.~~ Most of the expenses described in the chart cover only the period before you open your Store, however, the estimate of additional funds for the initial phase of your business is based on your staff salaries (not including benefits, if any) and operating expenses for the first 3 months of operation. These amounts are the minimum recommended levels to cover your operating expenses for 3 months. However, we cannot guarantee that this amount will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. The estimate of additional funds does not include an owner's salary or draw. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products; the prevailing wage rate; competition; and the sales level reached during the initial period. If you also sign an Area Development Agreement, you should plan and budget accordingly based on the development schedule listed in your area development agreement. You should plan on incurring additional payroll expenses for training associates for stores that are not open yet.

YOUR ESTIMATED INITIAL INVESTMENT

Area Development Agreement

(1) Type of Expenditure	(2) Amount		(3) Method of Payment	(4) When Due	(5) To Whom Paid
	Low	High			
Initial Development Fee ⁽¹⁾	\$50,000	\$80,000	Lump Sum	Upon Signing Area Development Agreement	Us
Legal and Accounting ⁽²⁾	\$1,000	\$10,000	As Arranged	As Arranged	Vendors
Additional Funds – 3 Months ⁽³⁾	\$0	\$50,000	As Arranged	As Arranged	Employees and Vendors
TOTAL	\$51,000	\$140,000			

- (1) There is an initial fee of \$10,000 multiplied by the number of Stores (excluding the first Store, at a minimum of 2 stores) which you must open plus \$30,000 representing the initial franchise fee and \$10,000 representing the initial training fee for your first Franchise Agreement. We may waive the initial training fee for your second or subsequent franchise agreement, in our sole discretion, if you or your Operating

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2022 through 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	2	+2
Company/Affiliate-Owned	2022	1	2	+1
	2023	2	2	+10
	2024	2	9	+7
Total Outlets	2022	1	2	+1
	2023	2	2	0
	2024	2	11	+9

Table No. 2
Transfers of Outlets From Franchisee to New Owners (other than the Franchisor)
For Years 2022 through 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfer
TOTAL	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For Years 2022 through 2024

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termin- ations	Col. 6 Non-Rene- wals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of Year
Georgia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termin- ations	Col. 6 Non-Rene wals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of Year
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2

Table No. 4
Status of Company- and Affiliate-Owned Outlets
For Years 2022 through 2024

Col. 1 State	Col. 2 Year	Col. 3 Businesse s at Start of Year	Col. 4 Businesse s Opened	Col. 5 Businesse s Reacquire d from Franchise e	Col. 6 Businesse s Closed	Col. 7 Businesse s Sold to Franchise e	Col. 8 Businesse s at End of the Year
Florida	2022	1	2 <u>1</u>	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	6	0	0	0	8
North Carolina	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Total	2022	0 <u>1</u>	2 <u>1</u>	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	7	0	0	0	9

Table No. 5
Projected Openings ~~During 2025~~ as of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Not Opened	Column 3 Projected New Franchised Outlets	Column 4 Projected New Company or Affiliate- Owned Outlets
Florida <u>Alabama</u>	1 <u>1</u>	0 <u>1</u>	0
North Carolina <u>Florida</u>	3 <u>7</u>	3 <u>13</u>	3 <u>7</u>
Texas <u>Illinois</u>	2 <u>1</u>	2 <u>1</u>	0
Tennessee <u>Nevada</u>	1	1	0
Nevada <u>North Carolina</u>	4 <u>2</u>	4 <u>3</u>	0 <u>2</u>
South Carolina	5 <u>4</u>	5 <u>4</u>	0
Alabama <u>Tennessee</u>	4 <u>0</u>	4 <u>2</u>	0

Column 1 State	Column 2 Franchise Agreements Signed But Not Opened	Column 3 Projected New Franchised Outlets	Column 4 Projected New Company or Affiliate- Owned Outlets
Illinois <u>Texas</u>	4 <u>2</u>	4 <u>2</u>	0
Total	33 <u>18</u>	44 <u>27</u>	39 <u>39</u>

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you.

No trademark specific franchisee association has been sponsored by us, or has requested to be included in this franchise disclosure document.

[See Exhibit I for a list of the current franchised outlets as of December 31, 2024.](#)

**ITEM 21
FINANCIAL STATEMENTS**

Our audited financial statements as of December 31, 2024 and December 31, 2023 are attached as Exhibit H.

The franchisor has not been in business for three years or more and cannot include all the financial statements required by the Rule for its last three fiscal years.

**ITEM 22
CONTRACTS**

Exhibit A	–	Franchise Agreement
Exhibit B	–	Area Development Agreement
Exhibit C	–	General Release
Exhibit D	–	Guaranty
Exhibit E	–	Confidentiality Agreement
Exhibit G – State Addenda		
Exhibit K – Participation Agreement		

**ITEM 23
RECEIPTS**

You will find copies of a detachable receipt in Exhibit L at the end of this disclosure document.

**Exhibit I
System Information**

SYSTEM INFORMATION AS OF DECEMBER 31, 2024

Franchised Locations

State	Store Name	Store Phone	Store Address	Owner/Contact Person
GA	Acworth	(678) 540-3568	3485 Acworth Due West Rd., Acworth, GA 30101	K10 Capital LLC; Valee Desai
NC	Charlotte	(704) 766-8111	9941 Rea Rd., Charlotte, NC 28277, NC 28277	JBR CLT LLC; Matt Allen

Company and Affiliate Owned Locations

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Celebration	(407) 939-4396	1587 Future Way, Kissimmee, FL 34747	1337 Bagels LLC; Sedrick Bruno-LeRouge
FL	Clermont	(407) 554-1002	16528 SR-50, Clermont, FL 34711	1337 Bagels LLC; Sedrick Bruno-LeRouge
FL	College Park	(407) 930-0175	4339 Edgewater Dr., Orlando, FL 32804	1337 Bagels LLC; Sedrick Bruno-LeRouge
FL	Kirkman	(407) 317-4216	5814 Conroy Rd., Orlando, FL 32835	1337 Bagels LLC; Sedrick Bruno-LeRouge
FL	Ocoee	(407) 717-8689	2787 Old Winter Garden Rd, Ocoee, FL 34761	Jeff's Bagel Run LLC; Danielle Perera
FL	O-Town West	(407) 778-1566	11012 Daryl Carter Pkwy #130, Orlando, FL 32836	1337 Bagels LLC; Sedrick Bruno-LeRouge
FL	Oviedo	(407) 542-0816	1351 Alafaya Trail #1013, Oviedo, FL 32765	1337 Bagels LLC; Sedrick Bruno-LeRouge
FL	Winter Park	(321) 972-3041	1332 N. Orange Ave., Winter Park, FL 32789	1337 Bagels LLC; Sedrick Bruno-LeRouge
NC	Wake Forest	(919) 263-1948	12534 Capital Blvd., Wake Forest, NC 27587	JBR Raleigh LLC; Ryan McEvoy

**List of Franchisees Who Have Signed a Franchise Agreement But Have Not Yet Opened
as of December 31, 2024**

<u>Franchisee Name</u>	<u>Store Address</u>	<u>City</u>	<u>State</u>	<u>Telephone Number</u>
<u>Gorden & Son, LLC</u>	<u>975 Airport Rd. SW, Suite Q</u>	<u>Huntsville</u>	<u>AL</u>	<u>304-844-2541</u>
<u>SF Bagel Partners LLC</u>	<u>TBD</u>	<u>Bonita Springs</u>	<u>FL</u>	<u>305-409-4745</u>
<u>Robert Shuffield</u>	<u>TBD</u>	<u>Brandon</u>	<u>FL</u>	<u>540-435-1338</u>
<u>SF Bagel Partners LLC</u>	<u>6970 North State Rd. 7, Suite 105</u>	<u>Coconut Creek</u>	<u>FL</u>	<u>305-409-4745</u>
<u>Bagelicious 1 LLC</u>	<u>TBD</u>	<u>Deltona</u>	<u>FL</u>	<u>407-756-3187</u>
<u>SF Bagel Partners LLC</u>	<u>12220 W. Sunrise Blvd.</u>	<u>Plantation</u>	<u>FL</u>	<u>305-409-4745</u>
<u>SF Bagel Partners LLC</u>	<u>1212 SW Gatlin Blvd.</u>	<u>Port St. Lucie</u>	<u>FL</u>	<u>305-409-4745</u>
<u>JBR69CO LLC</u>	<u>TBD</u>	<u>Tampa</u>	<u>FL</u>	<u>954-740-4570</u>
<u>Schmear Tactics, LLC</u>	<u>1105 Ogden Ave.</u>	<u>Downers Grove</u>	<u>IL</u>	<u>217-202-2243</u>
<u>JBR CLT LLC</u>	<u>2130 Ayrley Town Blvd., Suite A</u>	<u>Charlotte</u>	<u>NC</u>	<u>954-614-0996</u>
<u>JBR Raleigh 2 LLC</u>	<u>115 S. Main Street, 2C</u>	<u>Rolesville</u>	<u>NC</u>	<u>954-319-4403</u>
<u>JBR Partners NV LLC</u>	<u>9400 S. Eastern Ave.</u>	<u>Las Vegas</u>	<u>NV</u>	<u>808-354-2166</u>
<u>Carolina Bagel Ventures, LLC</u>	<u>923 Folly Road</u>	<u>Charleston</u>	<u>SC</u>	<u>843-323-8974</u>
<u>Carolina Bagel Ventures, LLC</u>	<u>1400 Palm Blvd.</u>	<u>Isle of Palms</u>	<u>SC</u>	<u>843-323-8974</u>
<u>Carolina Bagel Ventures, LLC</u>	<u>1180 Bees ferry Rd., Unit 106</u>	<u>Johns Island</u>	<u>SC</u>	<u>843-323-8974</u>
<u>Carolina Bagel Ventures, LLC</u>	<u>1710 Shoremede Rd.</u>	<u>Mount Pleasant</u>	<u>SC</u>	<u>843-323-8974</u>
<u>Hess Venture Management Co</u>	<u>3849 A. Bellaire Blvd.</u>	<u>Houston</u>	<u>TX</u>	<u>954-612-7858</u>
<u>Hess Venture Management Co</u>	<u>923 Bay Area Blvd.</u>	<u>Houston</u>	<u>TX</u>	<u>954-612-7858</u>

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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	Pending
Hawaii	Not Registered
Illinois	Pending
Indiana	April 4, 2025
Maryland	Pending
Michigan	October 6, 2024
Minnesota	Pending
New York	Pending
North Dakota	April 14, 2025
Rhode Island	Pending April 24, 2025
South Dakota	Pending April 14, 2025
Virginia	Pending
Washington	Pending
Wisconsin	April 14, 2025

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.

**ADDENDUM TO JBR FRANCHISE CO DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS**

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~Payment of all initial fees payable under the Franchise Agreement, and/or Area Development Agreement is deferred until JBR Franchise Co has satisfied its pre-opening obligations to you under the Franchise Agreement and/or Area Development Agreement and your Jeff's Bagel Run Store opens to the public.~~

Payment of Initial and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Illinois Law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**ADDENDUM TO
JBR FRANCHISE CO FRANCHISE AGREEMENT
(State of Illinois)**

THIS ADDENDUM is entered into as of _____, 20____ between JBR FRANCHISE CO a Florida corporation (“Company”), and _____, a _____ (“Franchisee”), with reference to the following:

1. Company and Franchisee have entered into a JBR FRANCHISE CO Franchise Agreement dated as of _____, 20____, (the “Franchise Agreement”).

2. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Franchise Agreement as follows:

~~Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Section 5.1 thereof, Franchisee shall pay the Initial Franchise Fee to Company when Company has fulfilled its initial obligations to Franchisee and Franchisee’s Jeff’s Bagel Run Store opens to the public.~~

Payment of Initial and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

Illinois Law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

**ADDENDUM TO JBR FRANCHISE CO AREA DEVELOPMENT AGREEMENT
(State of Illinois)**

THIS ADDENDUM is entered into as of _____, 20____ between JBR FRANCHISE CO, a Florida corporation (“Company”), and _____, a _____ (“Franchisee”), with reference to the following:

1. Company and Franchisee have entered into a JBR FRANCHISE CO Area Development Agreement dated as of _____, 20____, (the “Development Agreement”).
2. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

~~Notwithstanding anything to the contrary set forth in the Area Development Agreement, and in particular Section 5.1 thereof, Franchisee shall pay the Initial Development Fee to Company when Company has fulfilled its initial obligations to Franchisee and Franchisee’s first Jeff’s Bagel Run Store opens to the public.~~

Payment of Initial and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

Illinois Law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]