

## FRANCHISE DISCLOSURE DOCUMENT

**Brooklyn Water Bagel Franchise Co., Inc.**  
 (a Florida corporation)

Address: 5355 Town Center Road, Suite 702  
 Boca Raton, Florida 33486

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The ~~franchisee~~ Franchisee will operate a quick serve restaurant under the mark “The Original Brooklyn Water Bagel Co.®. It’s All About The Water!™!®” offering breakfast, lunch and in some locations, dinner menus that. Menus include several different flavors of bagels, several flavors of cream cheese and gourmet butters, omelets, sandwiches, fries, soups, salads, muffins, desserts, coffee, tea and soft drink beverages in a unique setting featuring a proprietary water treatment plant and bakery prominently positioned in the front of every store.

The total investment necessary to begin operation of an ~~The Original Brooklyn Water Bagel Co.®~~ franchise in a ~~free-standing stand-alone~~ location is ~~\$415,555,550 to \$817,773,300.~~ This includes between \$34,500 to \$36,500 that must be paid to the franchisor and/or its affiliate, as appropriate. ~~The total investment necessary to begin operation of an Original Brooklyn Water Bagel franchise;~~ in an in-line location is ~~\$414,504,900 to \$645,705,000.~~ This includes between \$34,500 to \$36,500 that must be paid to the franchisor; and/or its affiliate, as appropriate. ~~The total investment necessary to begin operation of in an Original Brooklyn Water Bagel franchise-express location is \$228,300,660 to \$492,513,400.~~ This includes between \$33,500 to \$36,500 that must be paid to the franchisor; a \$30,000 initial Franchise Fee, \$35,000 water treatment system purchase and between \$4,500 to \$6,500 in opening inventory that are payable to Franchisor and/or its affiliate; as appropriate.

We may offer ~~multi-unit operator agreements~~ a Multi-Unit Operator Agreement to you to establish and operate at least three ~~The Original Brooklyn Water Bagel~~ Bagel Co.® Restaurants at specific locations within a specified time period pursuant to individual franchise agreements. You will pay an initial fee equal to 100% of the initial ~~franchise fee~~ Franchise Fee for the ~~first~~ each ~~The Original Brooklyn Water Bagel~~ Bagel Co.® franchise to be developed, plus a deposit equal to 50% of the initial franchise fee for each additional Original Brooklyn Water Bagel franchise to be developed. A pro-rata portion of this fee will be applied toward the initial franchise fee due for each franchise. Your estimated initial investment will vary based on the number of Franchised Restaurants to be developed.

We may also offer to certain qualified ~~people~~ parties the right to become a Development Agent. A Development Agent will pay a Development Agent Rights ~~fee~~ Fee equal to ~~\$375,195,000.~~ A for an area with a population of approximately one million with the requirement to open and operate two restaurants within the first two years after signing the Development Agent Agreement, and open an additional eight

restaurants within the next 4 years (two restaurants per year), for a total of 10 restaurants over 6 years after signing the Development Agent Agreement. A Development Agent will sell/solicit franchises for us and provide services to franchisees/Franchisees in its development area, and a Development Agent will share in some of the initial franchise and royalty fees paid to us.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the ~~franchisor~~Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Dr. Joseph West at 5355 Town Center Road, Suite 702, Boca Raton, FL 33486 and (561) 455-7490.

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, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date:** ~~May 10, 2011, as amended August 3, 2011~~ July 27, 2012

## STATE COVER PAGE

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

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

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

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

1. **THE FRANCHISE AGREEMENT, MULTI-UNIT OPERATOR AGREEMENT AND DEVELOPMENT AGENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT, MULTI-UNIT OPERATOR AGREEMENT AND DEVELOPMENT AGENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

We use the services of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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