

DEPARTMENT OF CORPORATIONS RECEIVED LOS ANGELES OFFICE

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#### FRANCHISE DISCLOSURE DOCUMENT

# **BURGER 21<sup>®</sup>**

Burger 21 International, Inc. a Florida corporation 8810 Twin Lakes Road Tampa, Florida 33614 (813) 881-0055 info@burger21.com www.burger21.com

The franchise offered is for the operation of a fast casual, better burger concept, that serves lunch and dinner and features 21 chef inspired burgers, plus hot dogs, salads, fries, signature shakes, desserts, a sauce bar and beer and wine (a "BURGER 21<sup>®</sup> Restaurant" or "Restaurant")

The total investment necessary to begin operation of a BURGER 21® Restaurant ranges from \$597,995 to \$831,995 These totals include an initial franchise fee ranging from \$24,000 to \$40,000 that must be paid to us The estimated initial investment for an area development program ranges from \$617,995 to \$921,995 (based on a Development Fee for 2 to 7 Restaurants) Under the Area Development Program, the Development Fee paid at the time you sign the Development Agreement equals 1/2 the initial franchise fee times the number of Restaurants after the first Restaurant you are scheduled to develop. In addition to the Development Fee, you would also incur the total initial investment for each Restaurant that you open under the Development Agreement.

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 Dan Stone, Vice President of Franchise Development, Burger 21 International, Inc, Restaurant Support Center, 8810 Twin Lakes Blvd, Tampa, Florida 33614, (813) 425-6208

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 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 fic gov* for additional information Call your state agency or visit your public library for other sources of information on franchising

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

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## **STATE COVER PAGE**

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

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

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT PERMIT YOU TO ARBITRATE OR LITIGATE WITH US ONLY IN FLORIDA OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN FLORIDA THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT THE LAW OF FLORIDA GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE

#### 3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

The effective dates of this Disclosure Document in the states with franchise registration laws in which we have sought registration appear on the following page

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

## (SEE EXHIBIT "K" FOR STATE SPECIFIC ADDENDA AND RIDERS) (SEE EXHIBIT "J" FOR STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS)

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