



## FRANCHISE DISCLOSURE DOCUMENT

Burger King Corporation 5505 Blue Lagoon Drive Miami, Florida 33126 or P.O. Box 020783 General Mail Facility Miami, Florida 33102-0783 (305) 378-4125 www.bk.com

The franchises described in this Disclosure Document are for the establishment and operation of quick-service hamburger restaurants in freestanding facilities or other types of facilities under Burger King Corporation's distinctive format and operating system, including the BURGER KING® marks.

The total investment necessary to begin operation of a BURGER KING® Restaurant ranges from approximately \$317,100 to \$3,046,600. This includes an initial franchise fee of up to \$50,000 that must be paid to Burger King Corporation. If you are granted rights to open and operate Restaurants under an Area Development Agreement, the total investment necessary to being operation for each Restaurant is the same as the investment disclosed above, except you will prepay the initial franchise fee of \$50,000 multiplied by the number of Restaurants you agree to develop under your Area Development Agreement, which is credited toward payment of the franchise fee for each Restaurant to be opened under the Area Development Agreement.

The 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 form that is more convenient to you. To discuss the availability of disclosures in different formats, please contact Burger King Corporation Franchise Contract Management, 5505 Blue Lagoon Drive, Miami, Florida 33126, Telephone: 305-378-4125, E-mail: GBSRequest@whopper.com.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contracts carefully. Show your contracts 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 "<u>A Consumer's Guide to Buying a Franchise</u>," 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 <u>www.ftc.gov</u> 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: April 28, 2017 (For state specific effective dates see page entitled "State Specific Effective Dates")



## 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 H 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 AREA DEVELOPMENT AGREEMENT PERMIT THE FRANCHISEE TO SUE ONLY IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN FLORIDA THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT 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. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT YOU MUST SUBMIT DEVELOPMENT DISPUTES TO NON-BINDING MEDIATION BEFORE YOU SUE US. THIS MAY DELAY YOUR ABILITY TO HAVE A COURT DECIDE YOUR CASE.
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

EFFECTIVE DATE: For state specific effective dates see page entitled "State Specific Effective Dates"



## STATE SPECIFIC EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	, 2017
Illinois	, 2017
Indiana	, 2017
Maryland	, 2017
Michigan	, 2017
Minnesota	, 2017
New York	, 2017
North Dakota	, 2017
Rhode Island	, 2017
South Dakota	,2017
Virginia	,2017
Washington	, 2017
Wisconsin	,2017

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