

FRANCHISE DISCLOSURE DOCUMENT

BURGER KING CORPORATION

a Florida corporation
5707 Blue Lagoon Drive
Miami, Florida 33126
(305) 378-7128
www.bk.com



You will operate a quick-service restaurant specializing in the sale of hamburgers 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 ("Restaurant") is between \$323,100 and \$3,283,600, excluding real estate. This includes a franchise fee for each Restaurant of up to \$50,000 that must be paid to us. You may be eligible to sign an Area Development Agreement to develop more than one Restaurant pursuant to a Development Schedule, in which case you will prepay the franchise fee of \$50,000 multiplied by the number of new Restaurants you are required to develop and have open for business. A portion of this amount is then credited toward the payment of the franchise fee for each Restaurant to be opened under the Area 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 form that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Burger King Corporation Franchise Contract Management, 5707 Blue Lagoon Drive, Miami, Florida 33126, Telephone: 305-378-7128, 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 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 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.

Issued: April 30, 2019, as amended October 7, 2019

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 A1 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.**

Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document. These disclosures are contained in Exhibit P to this disclosure document.

Effective Date: See the next page for the state effective dates.

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