

## FRANCHISE DISCLOSURE DOCUMENT



BurgerFi International, LLC  
a Delaware limited liability company  
105 US Highway 1  
North Palm Beach, Florida 33408  
(561) 844-5528  
www.burgerfi.com  
franchising@burgerfi.com

The franchise offered is for a fast casual restaurant offering all-natural Angus burgers, hot dogs, fresh cut fries and onion rings, craft beers, wine and freshly prepared custards. A BurgerFi Restaurant offers lunch and dinner menus for dine-in or take-out, and operates using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos.

The total investment necessary to begin operation of a BurgerFi franchised business ranges from \$698,500 to \$1,140,000, which includes a franchise fee of \$37,500 that must be paid to the franchisor and/or its affiliate when you sign the Franchise Agreement.

If you enter into a Multi-Unit Operator Agreement to develop multiple Restaurants, when you sign the Multi-Unit Operator Agreement you will pay the full franchise fee of \$37,500 for the first Restaurant and a reservation fee of \$18,750 for each additional Restaurant to be developed under the Multi-Unit Operator Agreement. The reservation fee is applied toward the franchise fee payable for each Restaurant developed after the first one, and the balance of the franchise fee of \$18,750 is due and payable when you sign the second and each additional Franchise Agreement for a reserved Restaurant developed under the Multi-Unit Operator Agreement. The total investment for three Restaurants ranges from \$2,095,500 to \$3,420,000, which includes franchise fees totaling \$112,500.

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 fourteen (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 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 our Legal Department at 105 US Highway 1, North Palm Beach, Florida 33408 and (561) 844-5528.

The terms of our 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: April 11, 2016**

## 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 MULTI-UNIT OPERATOR AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENT UNLESS A PROVISION IS NOT ENFORCEABLE UNDER FLORIDA LAW AND YOUR RESTAURANT OR TERRITORY IS LOCATED IN A STATE WHERE THE PROVISION IS ENFORCEABLE. THE LAWS OF FLORIDA MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
  - \*2. THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT PERMIT YOU TO MEDIATE AND SUE ONLY IN THE GEOGRAPHIC AREA WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS AT THE TIME THAT THE MEDIATION OR LITIGATION IS COMMENCED. CURRENTLY, OUR PRINCIPAL PLACE OF BUSINESS IS IN NORTH PALM BEACH, FLORIDA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE AND SUE US IN FLORIDA THAN IN YOUR HOME STATE.
  3. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$698,500 TO \$1,140,000.
  4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
- \* Local law may supersede these agreement provisions. Certain states require the superseding provisions to appear in an addendum to this disclosure document.

We may 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.

## STATE EFFECTIVE DATES

The following states require that this Disclosure Document be registered or filed with the state, or be exempt from registration: California, Connecticut, Hawaii, Illinois, Indiana, Maine, Maryland, Michigan, Minnesota, New York, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Virginia, Washington and Wisconsin.

Our Disclosure Document dated April 11, 2016 is either not registered or registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

- California
- Hawaii
- Illinois
- Indiana
- Maryland
- Michigan
- Minnesota
- New York
- North Dakota
- Rhode Island
- South Dakota
- Virginia
- Washington
- Wisconsin

This Disclosure Document is not required to be registered in the following states, but an exemption has been filed as required by the state's business opportunity laws and this Disclosure Document is effective as of the date specified below:

- Florida
- Kentucky
- Nebraska
- Texas
- Utah

This Disclosure Document is not required to be registered, and is effective, in the following states since the applicant has a Trademark registered with the United States Patent and Trademark Office:

- Connecticut
- Maine
- North Carolina
- South Carolina

This Disclosure Document is not required to be registered and an exemption is not required to be filed in the following states and this Disclosure Document is effective as of the Date of Issuance: Alabama, Alaska, Arizona, Arkansas, Colorado, Delaware, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Vermont, West Virginia and Wyoming.

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