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FRANCHISE DISCLOSURE DOCUMENT

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CALIBURGER

Department of CALIBURGER FRANCHISOR FOR THE SUIGHT

A Delaware Corporation 6800 Owensmouth Avenue, Suite 350 Canoga Park, California 91303 (818) 703-8300 www.caliburgerintl.com

We offer franchises for the right to operate a unique fast casual restaurant featuring burgers, sandwiches, fries, desserts, and other food and beverages under the "Caliburger" mark

Under this disclosure document, we offer qualified individuals the right to serve as our "Area Representative" within a given territory (an "AR Development Area") In order to begin operation under an Area Representative Agreement, whereby you will serve as our independent Area Representative and recruit franchisees to own and operate Restaurants and provide support services to franchisees within your AR Development Area (the "Area Representative Business"), you must pay an Area Representative Fee generally ranging between \$350,000 and \$1,500,000 You are also required to open and commence operating your own Restaurant within the AR Development Area under a separate form of our then-current franchise agreement

This disclosure document summarizes certain provisions of your Area Representative 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 John Miller at 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303, or at telephone number (818) 703-8300

The terms of your Area Representative Agreement will govern your franchise relationship Don't rely on the disclosure document alone to understand your contracts. 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 "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 Virginia Avenue, NW, Washington, D C 20580. You can also visit

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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

The Issue Date of this Franchise Disclosure Document ("FDD") is April 16, 2015

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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 A to this Franchise Disclosure Document for information about the franchisor, about other franchisors, 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

- AT OUR OPTION, THE AREA REPRESENTATIVE AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH US BY MEDIATION ONLY IN CALIFORNIA OUT OF STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN THE STATE OF CALIFORNIA THAN IN YOUR OWN STATE
- 2 ANY DISPUTES WITH US NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION ONLY IN LOS ANGELES COUNTY, CALIFORNIA IT MAY COST YOU MORE TO LITIGATE WITH US IN THE STATE OF CALIFORNIA THAN IN YOUR OWN STATE
- THE AREA REPRESENTATIVE AGREEMENT STATES THAT IT IS GOVERNED BY CALIFORNIA LAW THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- IF THE AREA REPRESENTATIVE IS AN INDIVIDUAL, WE REQUIRE THAT THE AREA REPRESENTATIVE'S SPOUSE EXECUTE A PERSONAL GUARANTY IF THE AREA REPRESENTATIVE IS A BUSINESS ENTITY, EACH PRINCIPAL OF THE AREA REPRESENTATIVE ENTITY AND THE RESPECTIVE SPOUSES OF EACH PRINCIPAL MUST EXECUTE A PERSONAL GUARANTY THIS PLACES THE PERSONAL ASSETS OF THESE INDIVIDUALS AND THEIR SPOUSES AT RISK
- 5 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 is <u>our</u> agent and 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 on following page]

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