



FRANCHISE DISCLOSURE DOCUMENT

Mighty Quinn's Franchising, LLC
A Delaware limited liability company
90 Dayton Avenue, Suite 88, Passaic, NJ 07055
Tel (973) 779-0533
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www.mightyquinnsbbq.com

The franchise that we offer is for Mighty Quinn's Barbeque, a fast-casual restaurant featuring a menu of authentic smoked barbeque, side dishes, and additional menu items (each, a "<u>Franchised Business</u>" or "<u>Restaurant</u>"). We offer individual unit Restaurant franchises and area development franchises for the development of multiple Restaurants within a designated territory.

The total investment necessary to begin operation of a Restaurant that is a Flagship Location under a franchise agreement is \$774,750 to \$923,000. This includes \$45,000 that you must pay to us or our affiliates. The total investment necessary to begin operation of a Restaurant that is a Satellite Location under a franchise agreement is \$498,250 to \$726,000. This includes \$45,000 that you must pay to us or our affiliates. The total investment necessary to begin operation of a Restaurant under a development agreement depends on the number of Restaurants that you are authorized to develop and ranges from \$804,750 to \$1,058,000. This includes \$45,000 that must be paid to us or our affiliate for the initial franchise fee for your first Restaurant which must be a Flagship Location and a development fee of \$15,000 for each additional Restaurant that you are authorized to establish under the development agreement. Under a development agreement, the minimum number of Restaurants that you may be authorized to develop is three and the maximum number of Restaurants that you may be authorized to develop is three and the maximum number of Restaurants that you may be authorized to develop is ten.

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 government 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 forms, contact Micha Magid, Managing Member, Mighty Quinn's Franchising, LLC, 90 Dayton Avenue, Suite 88, Passaic, NJ 07055.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire 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 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 3, 2019



STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administration 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 <u>Exhibit A</u> 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:

- 1. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN NEW JERSEY. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN NEW JERSEY THEN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT NEW JERSEY LAW GOVERNS EACH AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU SHOULD COMPARE THESE LAWS.
- 3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
- 4. THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME THAT ITS FRANCHISES ARE A HIGHER RISK INVESTMENT THAN FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY.
- 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 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: Please see next page



State 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.

The 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:

Effective Dates

California

Connecticut

Florida

Hawaii

Illinois

Indiana

Kentucky

Maine

Maryland

Michigan

Minnesota

Nebraska

New York

North Carolina

North Dakota

Rhode Island

South Carolina

South Dakota

Texas

Utah

Virginia

Washington

Wisconsin

In all other states the effective date of this Franchise Disclosure Document is the issuance date of: April 3, 2019

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