

FRANCHISE DISCLOSURE DOCUMENT

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B&G DELIVERY SYSTEM®

DEPARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO

B&G FRANCISING, INC.

2549 Harris Avenue Sacramento, California 95838 Telephone (916)921-4401 Telefacsimile (916)921-4414

B&G Franchising, Inc offers franchised businesses which offer delivery and courier services from paperwork to large freight. Franchisees derive income from bidding on delivery routes and services for existing customers and commissions for the sale of delivery services.

The total investment necessary to begin operation of a B&G Delivery System® franchise is between \$16,420 00 to \$96,630 00 This includes \$1,430 00 which must be paid to the franchisor

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all other 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.

The terms of your 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 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 be laws on franchising in your state. Ask your state agencies about them

Issuance Date March 18, 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 THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit "A" for information about the franchisor, or about franchising in your state

RISK FACTORS

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

YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY AND MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS

YOU WILL BE REQUIRED TO SIGN A GUARANTEE, AGREEING TO BE PERSONALLY LIABLE FOR THE FRANCHISEE'S OBLIGATIONS

THE FRANCHISE AGREEMENT CONTAINS A PROVISION STATING THAT THE FRANCHISEE IS NOT ALLOWED TO OWN, ENGAGE IN OR PARTICIPATE IN A BUSINESS SIMILAR TO B&G DELIVERY DURING THE LENGTH OF THE FRANCHISE AGREEMENT

THE FRANCHISE AGREEMENT CONTAINS PROVISIONS WHICH MAY LIMIT FRANCHISEE'S RIGHTS AND NOT BE ENFORCEABLE INCLUDING, BUT NOT LIMITED TO, WAIVER OF JURY TRIAL AND WAIVER OF PUNITIVE DAMAGES

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date	, 2016



CALIFORNIA ADDENDUM

The initial franchise fee shall be placed into an impound account and shall not be released to B&G Franchising until B&G Franchising has complied with its Pre-opening Obligations set forth in Item 11 below

THE CALIFORNIA INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning the termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control

The franchise agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise

You must sign a general release if you renew or transfer your franchise California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516) Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000 through 20043)

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