

FRANCHISE DISCLOSURE DOCUMENT



Intelligration Capital BB, LLC
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We offer franchises for the operation of restaurants under the “Bobby’s Burgers by Bobby Flay” name that offer quick-serve burgers and fries as well as other authorized food and beverages on an eat-in or take out basis in a family friendly setting with contemporary, warm, and lively décor (a “*Restaurant*”).

The total investment necessary to begin operation of a Bobby’s Burgers by Bobby Flay Restaurant franchise is **\$559,300 and \$3,167,800**. This includes **\$40,000** that must be paid to us or our affiliate.

The total investment necessary to obtain development rights for the operation of three or more Restaurants is **\$72,500 to \$200,000** (which assumes, on the low end, three Restaurants and, on the high end, 15 Restaurants). This includes **\$70,000 to \$190,000** that must be paid to Franchisor or its affiliates.

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 format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Michael McGill, Intelligration Capital BB, LLC, 2115 Rexford Road, Suite 530, Charlotte, NC 28211, and 803-753-4764.

The terms of your contract will govern your franchise relationship. Do not rely on this 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 made available by 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.

Issuance Date: **April 17, 2025, as Amended June 30, 2025**

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor and its Parents and Affiliates

The franchisor is Intelligration Capital BB, LLC which is referred to in this Disclosure Document as “**Franchisor**,” “**Bobby’s Burgers by Bobby Flay**,” “**Bobby’s Burgers**,” “**we**,” “**us**” and “**our**.” A person or entity that buys a franchise from us is referred to in this Disclosure Document as “**you**,” “**your**,” or “**Franchisee**.” If you are a corporation, partnership, limited liability company, or other entity, your owners (“**Principals**”) must sign our “Guaranty and Assumption of Obligations” in their individual capacities, which means that all of the provisions of the Franchise Agreement (a form of which is attached as [Exhibit C](#)) also will apply to your Principals. Depending on the creditworthiness of the Principals and the community property laws of the states in which they reside, we may also require that the spouse of each Principal sign our “Guaranty and Assumption of Obligations.”

Franchisor is a Delaware limited liability company that was formed on November 8, 2021. Franchisor’s principal business address is 2115 Rexford Road, Suite 530, Charlotte, NC 28211. Franchisor has not previously conducted business in this or any other line of business and began offering franchises in this line of business in April 2022. Franchisor has never offered franchises in any other line of business. [Franchisor does not operate any Restaurants.](#)

Franchisor’s parent is Intelligration Capital, LLC (“**Intelligration Capital**”), a Delaware limited liability company. Intelligration Capital’s principal business address is 2115 Rexford Road, Suite 530, Charlotte, NC 28211. Franchisor does not have any other parents, affiliates or predecessors required to be disclosed in this Item.

On August 2, 2022, we entered into an Amended and Restated Master License Agreement (the “**MLA**”) with BB License, LLC (“**Master Licensor**”) that grants us the exclusive right and license, to develop, operate, and grant franchises to qualified third parties using the Confidential Information, Marks, and System throughout the world. Master Licensor entered into a license agreement with its affiliate, BBP, LLC that authorizes it to grant these rights to us. Master Licensor’s principal business address is 2115 Rexford Road, Suite 530, Charlotte, NC 28211.

[Franchisor’s Affiliate Intelligration Capital Charlotte, LLC, is a Delaware limited liability company that was formed on September 22, 2023. Its principal business address is 6100 Fairview Road, Suite 100 Charlotte, North Carolina 28210. It has operated a Bobby’s Burgers by Bobby Flay restaurant in Charlotte, North Carolina since July 2024.](#)

The identity and principal business address of Franchisor’s agents for service of process are listed in [Exhibit B](#) to this Disclosure Document.

The Franchise

We grant franchises for restaurants operating under the “Bobby’s Burgers by Bobby Flay” name and other trademarks and service marks (the “**Marks**”). For reference purposes in this Disclosure Document, we refer to “Bobby’s Burgers by Bobby Flay” restaurants businesses using the System (defined below) and the Marks as “Restaurants.” Restaurants offer quick-serve burgers and fries as well as other authorized food and beverages on an eat-in or take out basis in a family friendly setting with contemporary, warm, and lively décor. You may, but are not obligated to, operate a bar offering approved beer, wine, and spirits at your Restaurants. In some instances, Restaurants may include a drive thru lane. Menu items are prepared according to our specified recipes and procedures and may use certain proprietary or branded products, including branded food products, beverages, drinks, and other food products that will be prepared,

distributed, and supplied according to our proprietary designs, recipes, and menus (collectively “*Proprietary Products*”).

Restaurants use our distinctive business formats, methods, procedures, signage designs, layouts, standards, ~~and~~ specifications, and Marks (the “*System*”), all of which we may improve, further develop, or otherwise modify. If you acquire a franchise, you must operate the Restaurant according to the System. The Restaurants offered pursuant to this Disclosure Document will range between 800 and 3,600 square feet and will be located in shopping centers, street locations, enclosed malls, strip centers, freestanding buildings, grocery stores, department stores, airports, military bases, universities, hospitals, office buildings, and bus/train stations with dense residential and strong daytime working populations (each a “*Premises*”). In some instances, Restaurants may include a drive thru lane.

You must sign a Franchise Agreement for the right to develop, open, and operate a single Restaurant at a single location. We also may grant multi-unit development rights to qualified franchisees, who then will have the right to develop no less than three (3) Restaurants within a defined area (the “*Area*”) over a specific time period or according to a pre-determined development schedule. These franchisees may open and operate Restaurants directly or through controlled affiliates. Our Development Agreement Rider to the Franchise Agreement is attached as Exhibit D. You must sign our then-current form of franchise agreement for each Restaurant you develop pursuant to our Development Agreement Rider to the Franchise Agreement, which may differ from the Franchise Agreement attached as Exhibit C.

We offer the following incentive in connection with your Franchise Agreement for a new Restaurant if you meet certain criteria.

The Veterans Incentive Program applies to new and existing franchisees who: (i) are United States military veterans; (ii) have been honorably discharged from any branch thereof; (iii) provide us with a copy of their DD Form 214; (iv) own a majority interest in the franchised Restaurant; and, (v) otherwise meet our requirements for the Veterans Incentive Program (the “*Veteran Incentive Qualifications*”). The available incentive is that you will be provided with a 10% reduction of the Initial Franchise Fee.

License Agreements

In 2023, we granted a license agreement to a master concessionaire for the operation of a licensed Restaurant at an airport. We may award similar license agreements to master concessionaires for operation of Restaurants in non-traditional venues including travel centers, airports, colleges and universities, train stations, casinos, and sports arenas. License agreements will only be granted to master concessionaires for operation of Restaurants in these types of non-traditional locations. Licensed restaurants and franchised Restaurants will be substantially similar except for the location of the licensed Restaurants in non-traditional locations.

Competition and Market

Your Restaurant(s) will offer menu items to the general public throughout the year. That being said, the market for food and beverages is well-developed and competitive nationally. You will have to compete with other restaurants, fast food restaurants, pubs, and bars serving burgers, fries, and other types of restaurant style food as well as supermarkets, food retailers, and food trucks located in your venue, shopping center, market area, and vicinity. Some of your competitors may include Restaurants operated by other franchisees or by us or our Affiliates.

Industry Specific Regulations

You must comply with all existing regulations concerning food service, nutrition, calorie content, and other federal or state regulations that apply specifically to the food and beverage service industry. For example, the Environmental Protection Agency, U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local environmental and health departments and other agencies, have laws and regulations concerning the preparation of food and sanitary conditions of food and beverage establishments. State and local agencies may periodically conduct inspections for compliance with these requirements. Under the federal Clean Air Act and certain state laws, you may be required to comply with applicable statutory guidelines, such as localized quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of such laws impose limits on emissions resulting from commercial food preparation.

If you offer alcohol, you must obtain an appropriate beer, wine, and/or liquor license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty, and cost to obtain a license to sell liquor, the restrictions placed on how beer, wine, and liquor may be sold, and the potential liability dram shop laws impose involving injuries, directly and indirectly, related to the sale of liquor and its consumption. You must understand and comply with those laws in operating your Restaurant.

ITEM 2 BUSINESS EXPERIENCE

Daniel Beem: Chairman of the Board of Managers

Mr. Beem has been Chairman of our Board of Managers since October 2021. Mr. Beem has also served as Chief Executive Officer of Hissho Sushi since September 2017.

Michael McGill: President

Mr. McGill has been our President since October 2021. From January 2021 to February 2022, Mr. McGill served as PT Asharia Karya Indonesia's Chief Operating Officer in Jakarta, Indonesia. From July 2020 to January 2021, Mr. McGill served as a consultant for PT Asharia Karya Indonesia in Jakarta, Indonesia, and from July 2018 to May 2020, he served as PT Mitra Adiperkasa Tbk.'s Chief Operating Officer in Jakarta, Indonesia. From June 2014 through June 2018, Mr. McGill was the Vice President-International for Krispy Kreme in Winston-Salem, North Carolina.

Anne Pritz: Chief Marketing Officer

Ms. Pritz has been our Chief Marketing Officer since March 2022. Since January 2022, Ms. Pritz has also been self-employed as a branding consultant and executive advisor in Charlotte, North Carolina. From November 2016 to December 2021, Ms. Pritz was the Chief Marketing Officer for Royal Cup Coffee and Tea in Birmingham, Alabama.

Patrick Cunningham: Chief Development Officer

Mr. Cunningham has been our Chief Development Officer since May 2025. From December 2022 through April 2025, Mr. Cunningham was the Vice President, U.S. Development for Little Caesars Enterprises in Detroit, Michigan. From July 2021 through December 2022, he was the Senior Director, Franchising, for Inspire Brands in Atlanta, Georgia. From January 2019 through July 2021, he was the Director of Operations for Dunkin Brands, Inc. in New York, New York. Patrick held various other senior leadership positions during his 20 year tenure at Dunkin'/Inspire Brands.

Patric Knapp: Vice President of Operations

Mr. Knapp has served as our Vice President of Operations since November 2022. From October 2018 through November 2022, Mr. Knapp served as Senior Director of Non-Traditional Strategy for Hissho Sushi in Charlotte, North Carolina. From June 2018 to October 2018, Mr. Knapp served as a Consultant for Hissho Sushi in Charlotte, North Carolina.

Kevin Matias: Director of Operations Services & Training

Mr. Matias has been our Director of Operations Services & Training since June 2021. From 2007 until June 2021, Mr. Matias held multiple roles in operations and training with Krispy Kreme in Winston-Salem, North Carolina, working on both the domestic and international side of the business.

Tina Yousefy: Digital Marketing Specialist

Ms. Yousefy has been our Digital Marketing Specialist since March 2024. From January 2023 through February 2024, Ms. Yousefy was the Marketing Specialist for Texas Commercial Realtor LLC in Austin, Texas. From June 2021 through December 2022, she was a Brand Advocate Analyst for Lowe’s Home Improvement in Dallas, Texas.

ITEM 3 LITIGATION

Franchisor

No litigation is required to be disclosed in this Item.

Master Licensor

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

Franchisor

No bankruptcy is required to be disclosed in this Item.

Master Licensor

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Franchise Agreement

If we grant you a franchise for a Restaurant, then when you sign the Franchise Agreement you must pay us a non-recurring initial franchise fee (“***Initial Franchise Fee***”) of \$40,000. The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances. The Initial Franchise Fee is uniformly imposed as to all franchisees purchasing a franchise for a Restaurant.

2. We do not generally own and lease the Restaurant premises to you. We anticipate that you will operate the Restaurant in a commercial space that you will lease from a third party. We will accept or not accept each site that you propose within the Site Selection Area within 30 days according to our general criteria for selection of a Restaurant site. The site must meet our criteria for location, occupancy costs, proximity to major retail activity and other Restaurants, sign visibility, and applicable retail structure. You must submit and receive our acceptance of an acceptable site within the Site Selection Area and open your Restaurant within one year after you sign the Franchise Agreement (the “*Opening Deadline Period*”). Your failure to find an acceptable site and open your Restaurant by the Opening Deadline Period may result in termination of your Franchise Agreement. (Sections 2(c) and 17(a)(iv); Exhibit C: Franchise Agreement).

3. After a Premises is identified, we will approve or disapprove (in our sole discretion) of the terms of the proposed lease agreement for your site within 30 days after you provide us with a copy of the terms. You ~~must~~will generally purchase or lease your business location from independent third parties, ~~or, in~~In some instances, ~~from us~~mostly in connection with non-traditional locations (airports, universities, train stations, etc.), we may enter into a lease agreement or license agreement with an operator and sublease or sublicense those rights to you. If you intend to lease your business location, the lease must include certain required provisions including a Franchisor Lease Addendum. (Section 5(a)(iii); Exhibit C: Franchise Agreement). You must conform the Premises to all codes and ordinances and obtain all required permits. You must, and are solely responsible for, constructing or remodeling and decorating the location to our standards and subject to our approval. Franchisor does not assist with conforming the Premises to codes and ordinances, obtaining permits, or constructing, remodeling, or decorating your franchise location. If you and we cannot agree on the Premises and you do not open your Restaurant within one year of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement, and the Initial Franchise Fee will not be refunded to you.

4. Designate the Franchise Territory (the “*Franchise Territory*”) for the Restaurant. The Franchise Territory may be a geographic area, a Non-Traditional Location (airport terminal, train station, stadium, etc.), or the four walls of your Restaurant. The factors that we will consider in establishing a proposed Franchise Territory include location, adjacent economic profiles, captive population, accessibility, competition, and proximity to major retail and business activity. (Section 2(b); Exhibit 2; Exhibit C: Franchise Agreement).

5. Provide you with one copy of the Confidential Operations Manual, the current table of contents of which is attached as Exhibit H to this Disclosure Document. As of the date of this Disclosure Document, the Confidential Operations Manual contains approximately 690 pages. (Section 6(a); Exhibit C: Franchise Agreement).

6. Provide you with some of the rules, regulations, instructions, policies, and procedures you must operate the Restaurant strictly in accordance with. (Sections 6(b); Exhibit C: Franchise Agreement).

7. Assist you in identifying the furnishings, fixtures, and equipment (including cash registers, point of sale systems, and computer hardware and software), signs, products, materials, and supplies necessary or authorized for your Restaurant to begin operation. (Sections 6(d) and 6(e); Exhibit C: Franchise Agreement).

8. Provide you with the names and contact information of any suppliers you are required or authorized to use to supply you with products or services that comply with our standards and specifications. The names and contact information of the Approved Suppliers and the written specifications for the approved equipment, signs, fixtures, opening inventory, and supplies are contained in the Confidential Operations Manual. Franchisor does not deliver or install any of these approved items. (Sections 6(a) and 6(d); Exhibit C: Franchise Agreement).

We did not implement the Brand Fund during our 2024 fiscal year. It has no operating history.

We may, but are not obligated to, have the Brand Fund audited annually, at the Brand Fund's expense, by an independent certified public accountant. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. We will, upon your written request, prepare an annual, unaudited statement of Brand Fund's collections and expenses within 120 days after our fiscal year end, which will be available for your review if requested.

Your Local Advertising

In addition to your Brand Fund contributions and your grand opening marketing and advertising campaign, you must, during each calendar week, spend no less than 1% of your Net Sales on approved local marketing programs. We may audit your books and records to confirm that you have satisfied this requirement.

All advertising by you must be conducted in a professional manner, must conform to the standards and requirements in our Confidential Operations Manual, and must display our Marks only in those forms approved by us. You will submit samples to us (through e-mail, return receipt requested) and obtain our prior approval (except with respect to the cost of the advertising) of all advertising and promotional plans and materials that you desire to use and that have not been prepared or previously approved by us. If you do not receive our written approval within 15 days from the date of receipt by us of such materials, we will be deemed to have rejected the proposed advertising. We may make available to you, from time to time, approved advertising, promotional plans, and materials for purchase.

You may not maintain a website or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with your Restaurant without our prior written approval.

Cooperative Advertising Programs

We will not prevent the formation of franchisee cooperatives. We may, in our sole discretion form, develop, and coordinate cooperatives. Currently, there are no regional or national marketing cooperatives for Restaurants franchisees. We encourage our franchisees to form and operate voluntary franchisee cooperative regional advertising associations (each a "*Cooperative*"). If a Cooperative is formed for your region, you must participate in the Cooperative or lose your right to vote as to Cooperative matters. The membership of the Cooperative would be defined by us by market area. We reserve the right at any time, in our sole discretion, to form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures.

The members of the Cooperative will establish the required contributions to the Cooperative. We will not establish a minimum or maximum Cooperative contribution. [The franchisees within each marketing area will administer the cooperative advertising associations, which may assess a fee for administration or advertising.](#) There are no limits on the amount of contributions that a Cooperative may require its members to make. Franchisor or Affiliate owned Restaurants in a Cooperative will have the same rights and voting power as Franchisee owned Restaurants in the Cooperative. [We will not have controlling voting power. The cooperative will decide whether to prepare and maintain Cooperative governing documents. If such documents exist, we will make them available, or require the Cooperative to make them available, to you and other similarly situated franchisees.](#)

Computer System

- (6) create, place, and/or distribute or authorize others to create, place and/or distribute any advertising and promotional materials, which may appear in media, or be received by prospective customers located within the Franchise Territory; and
- (7) open or allow others to open Restaurants in Special Locations inside or outside the Site Selection Area, Area, and/or Franchise Territory.

For purposes of this Disclosure Document, Franchise Agreement and Development Agreement Rider, a “*Special Location*” means a ghost/virtual kitchen and any other site that generates customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including, without limitation, a shopping mall, an airport, a train station, a bus terminal, a travel plaza, a toll road, a major industrial or office complex, a hotel or resort, a school, a campus, an educational facility, a hospital, a military base, a state or national park, a casino, a stadium or sports and entertainment venue, and an amusement park.

We may exercise any of the retained rights without compensating you. Although we have the right to do so (as described above), neither we nor an affiliate currently operates, franchises, or has present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell in the Restaurant.

You may not market the Restaurant or use the Marks on the Internet without our prior authorization and then only in the manner prescribed by us.

Continuation of your franchise and your rights in the Franchise Territory does not depend on your achieving a certain sales volume, market penetration, or other contingency.

Except for our control of social media accounts, we ~~generally~~ do not restrict the persons you solicit, or the methods by which you promote the Restaurant. However, if you utilize any form of direct advertising directed at defined prospective customers, the advertising may be directed only to customers located within your Franchise Territory. We do not limit customers from outside your Area from ordering food or products from your Restaurant. You may not utilize catalog sales, telemarketing, the Internet, or other direct marketing to make sales outside your Franchise Territory except as expressly provided by us.

Development Agreement Rider

You may (if you qualify) develop and operate a number of Restaurants within the Area. We and you will identify the Area in the Development Agreement Rider before signing it. The Area typically is a city, cities, or counties. We base the Area’s size primarily on the number of Restaurants you agree to develop, population, per person or family income, current and potential development, your financial strength, and certain other related factors. We and you will negotiate the number of Restaurants you must develop to keep your development rights and the dates by which you must develop them, although you must develop, open, and operate at least three Restaurants under the Development Agreement Rider. We and you will then complete the schedule in the Development Agreement Rider before signing it. While the Development Agreement Rider is in effect, we (and our affiliates) your rights in the Area, we will not establish or operate or grant to others the right to establish or operate other Restaurants the physical premises of which are located within the Area. There are no other restrictions on us (or our affiliates). You must not develop or operate Restaurants outside the Area. We may terminate the Development Agreement Rider if you do not satisfy your development obligations when required. In addition, if you fail to comply with the terms of the Development Agreement Rider during its term, we may, at our option, elect to terminate only the ~~exclusivity of the Area~~ ROFO granted by the Development Agreement Rider instead of terminating the Development Agreement Rider entirely. This means that during the remainder of the term of the

Development Agreement Rider, we and our affiliates will have the right to establish and operate and grant to others the right to establish and operate, Restaurants the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions. However, our termination of ~~the exclusivity~~ ROFO will be without prejudice to our right to later terminate the Development Agreement Rider for the same default or any other defaults under the Development Agreement Rider.

Except for our control of social media accounts, we ~~generally~~ do not restrict the persons you solicit, or the methods by which you promote ~~your~~ the Restaurants. However, if you utilize any form of direct advertising directed at defined prospective customers, the advertising may be directed only to customers located within your Franchise Territory. We do not limit customers from outside your Area from ordering food or products from your Restaurant. You may not utilize catalog sales, telemarketing, the Internet, or other direct marketing to make sales outside your Franchise Territory except as expressly provided by us.

If you utilize any form of direct advertising directed at defined prospective customers, the advertising may be directed only to customers located within your Franchise Territory once established. We do not limit customers from outside your Franchise Territory from ordering food or products from your Restaurant.

If the Development Agreement Rider expires or terminates, but one or more of your Franchise Agreements remains in effect, we may not establish or grant any franchise to a third party for the establishment of a Restaurant within the Franchise Territory.

Despite the development schedule under the Development Agreement Rider, we may delay your development of additional Restaurants within the Area for the time period we deem best if we believe, when you apply for the next Restaurant, that you are not yet operationally, managerially, or otherwise prepared (due to the particular amount of time that has elapsed since you developed and opened your most recent Restaurant) to develop, open and/or operate the additional Restaurant according to our standards and specifications. We may delay additional development as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the development schedule (unless we are willing to extend the schedule to account for the delay).

Except as described above, we may not alter your Area during the Development Agreement Rider's term.

Provided that you have substantially complied with the terms of the Development Agreement Rider, including satisfaction of the development schedule, you satisfy our then current financial criteria for franchisees, and no event of default relating to any monetary obligations owed to us or our Affiliates under the Development Agreement Rider, any franchise agreement or any other agreement between you or any of your Affiliates and us or any of our Affiliates has (A) occurred and is continuing; or (B) occurred during the 12 months preceding your request for consent, whether or not such event of default was cured or curable, you will have a right of first offer ("**ROFO**") to develop Restaurants within the Area after the expiration of the Development Agreement Rider and through the one year anniversary of the expiration of the Development Agreement Rider ("**ROFO Period**"); provided that this right will not prohibit us from exercising any of our reserved rights under the Development Agreement Rider during the ROFO Period.

Except for the ROFO described above, you have no options, rights of first refusal, or similar rights to acquire additional franchises or additional development territories beyond the development rights granted to you in the Area during the term of the Development Agreement Rider.

You will not receive an exclusive territory in the Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

and the Confidential Information pursuant to this Agreement will inure to the benefit of Franchisor and the System and that any goodwill arising from Franchisee's use will automatically vest in Franchisor.

(e) During the term of this Agreement, Franchisee may not include the name "Bobby's Burgers by Bobby Flay" or any substantially similar name in their corporate, partnership, limited liability company or other entity name. However, Franchisee may include the Marks in any advertising or marketing materials approved by Franchisor for distribution. Franchisee must use the Marks, the Copyrights, the Innovations, and the Confidential Information only in the manner prescribed by Franchisor and in no other manner.

(f) Franchisee must immediately notify Franchisor of any conduct that could constitute infringement of or challenge to the Marks, the Copyrights, the Innovations, or the Confidential Information. Franchisor may, in its sole discretion, institute any action in connection with infringement of or challenge to the Marks, the Copyrights, the Innovations or the Confidential Information, and will control all proceedings and litigation. Franchisor is not required to protect Franchisee's right to use the Marks, the Copyrights, the Innovations, or the Confidential Information; provided, however, that Franchisor will indemnify Franchisee for, from and against all damages for which Franchisee is held liable in any lawsuit arising out of Franchisee's use of the Marks, the Copyrights, the Innovations, or the Confidential Information in compliance with this Agreement.

(g) Notwithstanding anything contained in this Agreement to the contrary, if it becomes advisable at any time, in Franchisor's sole discretion, to modify or discontinue use of any Mark, Copyright, Innovation, or Confidential Information, or use one or more additional or substitute Marks, Copyrights, Innovations, and/or Confidential Information and/or other information and/or rights, Franchisee must, at their expense, comply within a reasonable time after notice thereof by Franchisor.

(h) Franchisee must not solicit other franchisees or use the lists of franchisees for any commercial or other purpose other than purposes directly related to the operation of a Restaurant without the prior approval of Franchisor. Franchisee will cause its Principals, officers, managers, and employees to comply with such restrictions.

(i) Upon any breach by Franchisee of any of the terms of this Section 7, Franchisor may institute and prosecute proceedings, at law or in equity, in any court of competent jurisdiction, to obtain an injunction to enforce the provisions of this Agreement and to pursue any other remedy to which Franchisor may be entitled. Franchisee agrees that the rights conveyed by this Agreement are of a unique and special nature and that Franchisor's remedy at law for any breach would be inadequate and agrees and consents that temporary or permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision of this Section 7, without the necessity of posting bond therefor or proof of actual damages.

(j) Any form of direct advertising directed at defined prospective customers may be directed only to customers located within your Franchise Territory.

(k) You may not maintain an internet site, otherwise maintain a presence, or advertise on the Internet or any other public computer network in connection with your Restaurant without our prior written approval.

(l) We must approve any social media efforts (including Twitter, Facebook, Instagram, Yelp, etc.). You will be required to comply with our social media guidelines in your management of any social media efforts.

The ROFO shall be triggered by us providing written notice to you during the ROFO Period that we desire to develop and operate or grant rights to a third party to develop and operate a Restaurant within the Area. You shall have twenty (20) days from the receipt of such notice to exercise the ROFO by signing our then current form of Franchise Agreement.

The deadlines set forth in this Section 89 are subject to our then current ability to comply with all applicable franchise-specific or other disclosure obligations, and such deadline may be reasonably extended by us to ensure such compliance.

Any failure by you to fully satisfy all the conditions of this Section 89 or to execute definitive agreements within the express time frames set by us will be deemed a waiver of your rights under this Rider.

You may not transfer or assign the ROFO to any third party except in connection with a transfer of substantially all of your assets (including the Franchise Agreement).

If you do not fully and timely exercise the ROFO once triggered by us or if the ROFO Period expires without being triggered by us, then the ROFO shall automatically expire and we shall have all rights to develop and operate or authorize any third party to develop and operate Restaurants within some or all of the Area as and when we deem appropriate.

10. **Assignment.** Your development rights under this Rider are not assignable at all. This means that we will not under any circumstances allow the development rights to be transferred. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, any change in your ownership (whether or not it is a controlling ownership interest), any change in your owners' ownership (if such owners are legal entities and whether or not it is a controlling ownership interest), a transfer of this Rider separate and apart from the Franchise Agreement, or any other event attempting to assign the development rights.

11. **Incorporation of Other Terms.** Sections 10, 20, 23, 26, 30(a), 30(b), 30(c), 30(d), 30(g), 30(k), 31, 32, 33, 37, 38, 39, 40, 41 of the Franchise Agreement, entitled "*Indemnification*," "*Relationship of the Parties*," "*Notices*," "*Several Provisions; Enforceability*," "*Mediation*," "*Governing Law*," "*Consent to Jurisdiction*," "*Waiver of Certain Damages and Rights*," "*Limitations of Claims*," "*Election to Resolve Claims*," "*Attorneys' Fees*," "*Remedies Cumulative*," "*Construction*," "*Authority*," "*Limited Liability for Franchisor's Related Parties*," "*Covenant of Good Faith*," "*Multiple Forms of Agreement*," and "*Compliance with Anti-Terrorism Laws*," respectively, are incorporated by reference in this Rider and will govern all aspects of this Rider and our and your relationship as if fully restated within the text of this Rider.

12. **Agreement to Control.** Except as provided in this Rider, the Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Rider, the terms of this Rider will control.

[Signature Page Follows.]

Exhibit M
State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	5/5/2025
Illinois	4/18/2025
Indiana	4/17/2025
Maryland	Pending 6/3/2025
Michigan	4/21/2025
Minnesota	6/13/2025
New York	Pending
Virginia	Pending 4/18/2025
Wisconsin	4/18/2025

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Bobby's Burgers offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.

New York requires Franchisor to provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a franchise or other agreement with, or make payment to, Franchisor or one of its affiliates in connection with the proposed franchise sale. Michigan requires that Franchisor provide you with this Disclosure Document at least ten business days before you sign a binding franchise or other agreement with, or make payment to, Franchisor or one of its affiliates in connection with the proposed franchise sale.

If Bobby's Burgers does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency.

The franchise seller offering the franchise is:

_____ Michael McGill, 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

_____ Daniel Beem, 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

_____ Patric Knapp, 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

_____ Patrick Cunningham, 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

_____ Helen Lao, 23 Corporate Plaza Suite 150, Newport Beach, CA 92660, 949-294-4169.

_____ Tina Yousefy, 4621 Ross Avenue, Suite ~~1350, Addison~~ 110; Dallas, TX ~~75001~~ 75204, 972-930-9933.

_____ Julianna Sweeney, ~~15455 Dallas Parkway~~ 4621 Ross Avenue, Suite ~~1350, Addison~~ 110; Dallas, TX ~~75001~~ 75204, 972-930-9933.

~~_____ Ashley Hoskins, 15455 Dallas Parkway, Suite 1350, Addison, TX 75001, 972-930-9933~~

~~_____ [Name]; located at [Address], [Phone Number]~~

The issuance date for this Franchise Disclosure Document is **April 17, 2025, as Amended June 30, 2025.**

I have received a Disclosure Document dated **April 17, 2025, as Amended June 30, 2025,** that included the following Exhibits:

A	List of State Administrators	H	Table of Contents of Confidential Operations Manual
B	Franchisor's Agent for Service of Process	I	State Specific Disclosures and Addendums to Franchise Agreement
C	Franchise Agreement	J	Financial Statements
D	Development Agreement Rider	K	Franchisee Questionnaire
E	EFT Preauthorization	L	Lists of Current and Former Franchisees
F	Form of General Release	M	State Effective Dates
G	Franchisor Lease Addendum	N	Receipts

Prospective Franchisee:

~~Prospective Franchisee:~~

Printed Name: _____

Printed Name: _____

Date _____

Date _____

[KEEP THIS COPY FOR YOUR RECORDS]

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Prospective Franchisee:

Printed Name: _____

Prospective Franchisee:

~~Date~~ _____

Printed Name: _____

Date _____

[RETURN THIS COPY TO US]