

## FRANCHISE DISCLOSURE DOCUMENT

**BOBBY'S BURGERS**

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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](#) is estimated to be between **\$545,700** and **\$2,868,300**. This ~~amount~~ includes **\$30,000** 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 ranges from **\$62,500** to **\$190,000** (which assumes, on the low end, three Restaurants and, on the high end, 15 Restaurants). ~~This includes a territory reservation fee between \$60,000 and \$180,000 (which includes the \$30,000 initial franchisee fee for the first Restaurant and \$10,000 for the first and each subsequent Restaurant) that must be paid to us or our affiliate.~~

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](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.

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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 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.](#) ~~(See Item 5 and Item 12)~~ 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 2023 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 2023 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.

~~You also must comply with existing laws, regulations, and ordinances that apply generally to all businesses, such as the Corporate Transparency Act, Americans with Disabilities Act, federal wage and hour laws and state law equivalents, the Affordable Care Act, the Occupational Safety and Health Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or “FACTA”). It is your sole responsibility to comply with all applicable laws, and to obtain and maintain all necessary licenses and permits required by public authorities. You should investigate these laws that may apply to the food service and beverage service industry and to all businesses in general.~~

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.

### **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.

### **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.

## ITEM 3 LITIGATION

### **Franchisor**

coverage amounts are sufficient for the Restaurant.

Neither we, Master Licensor, nor either of our or Master Licensor's Affiliates received any revenue or other material consideration during 2023 from Restaurant franchisees from selling products or services to them, but we may in the future. Neither we, Master Licensor, nor either of our or Master Licensor's Affiliates received rebates and/or allowances from any suppliers based on purchases made by you and other Restaurant franchisees, but we may in the future. We anticipate that the rebates and/or allowances we will receive will be based upon a percentage of franchisee purchases. We may use the rebates and allowances received for our general operating purposes to benefit the System in our sole and absolute discretion.

Collectively, the purchases and leases described above are approximately 90% to 95% of your overall purchases and leases in establishing the Restaurant and 90% to 95% of your overall purchases and leases in operating the Restaurant.

We may negotiate special pricing arrangements or discounts with some of our suppliers. The arrangements may include special contract pricing, volume discounts, and specific discounts from regular wholesale prices. These discounts are typically passed on to our franchisees and/or contributed to our Brand Fund once established. We do not provide any other material special benefits to franchisees based on their purchase of particular approved supplies or their use of particular Approved Suppliers.

Franchisor provides all specifications and standards to Franchisees in the Confidential Operations Manual. We may modify the specifications and standards from time to time by providing franchisees with modification or supplemental inserts to the Confidential Operations Manual, by providing notices or bulletins, or by amending the Confidential Operations Manual. The Confidential Operations Manual is part of your Franchise Agreement with us.

We have not arranged any purchasing or distribution cooperatives among our franchisees.

We may from time to time provide referral incentives to franchisees, employees and others for qualified referrals of prospective franchisees. We may, from time to time, pay membership fees to public, quasi-public, and private service providers who refer potential franchisees from identified groups (veterans or military personnel service).

We may vary the terms of our franchises in connection with testing new marketing, branding, research, and development of new menu offerings, and/or operational programs. These tests are generally conducted with experienced, existing franchisees and may include incentives and other rights which are not available to all franchisees. We reserve the right to sell some of the products associated with the Restaurant brand to different retail outlets such as grocery chains or membership-based retailers.

### **Development Agreement Rider**

The Development Agreement Rider does not require you to buy or lease from us (or our affiliates), our designees, or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items. You must give us information and materials we request regarding each site at which you propose to operate a Restaurant so we can assess that site. The information and materials we may request is consistent with the information and materials we may request for site selection under the Franchise Agreement. ~~(See Item 11).~~

## **ITEM 9 FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the Franchise and other agreements. It will help you**

3. Continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance, and service at all Restaurants in the System, including making periodic inspections and quality service checks of your Restaurant. (See [Section 6\(m\)](#); [Exhibit C](#): Franchise Agreement)

4. Provide one of our representatives to come to your Restaurant during opening week for up to five days, at our expense, to work with you and/or your General Manager on opening, operating and marketing your Restaurant. You may request that our representative assist you for a longer period but you will be required to pay us On-Premises Consultation Fees for additional time that our representative spends assisting you in opening your Restaurant. (See [Section 4\(d\)](#); [Exhibit C](#): Franchise Agreement)

~~5. Establish, to the fullest extent allowed by applicable law, maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. (See [Section 6\(o\)](#); [Exhibit C](#): Franchise Agreement)~~

~~6.5.~~ Upon your request, reasonably assist you in resolving operating problems you may encounter. (See [Section 4\(a\)](#), [4\(b\)](#); [Exhibit C](#): Franchise Agreement)

~~7.6.~~ Review proposed substitute locations and you must obtain our prior approval if you desire to relocate your Restaurant. (See [Section 5\(a\)\(i\)](#); [Exhibit C](#): Franchise Agreement)

7. Offer you the option to renew your Franchise Agreement for two consecutive five year terms if you meet our requirements at the time of each renewal. Upon renewal, you must execute our form of Franchise Agreement being used at the time of your renewal and pay us the applicable Renewal Fee although the term of that Franchise Agreement will be amended to be five years. (See [Section 15\(b\)](#); [Exhibit C](#): Franchise Agreement).

~~8. Establish, to the fullest extent allowed by applicable law, maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. (See [Section 6\(o\)](#); [Exhibit C](#): Franchise Agreement)~~

### **Brand Fund**

We have established a National Brand Fund (the “**Brand Fund**”) that will include your Brand Fund Contributions and those of other Restaurant franchisees in accordance with each applicable Franchise Agreement (See Item 6 of this Disclosure Document). The Brand Fund Contribution, which is a percentage of your Net Sales (See [Exhibit C](#): Franchise Agreement) will be due and payable with the Royalty Fee (See [Exhibit C](#): Franchise Agreement). All franchisees must contribute to the Brand Fund at the same rate of up to 3% (currently 1%) of Net Sales (the “**Brand Fund Contribution**”). If an affiliate of ours administers the Brand Fund or places advertising in connection with the System, such affiliate may be paid a fee that will not exceed the fee that would be payable to unrelated third parties for comparable services. Each of our company-owned or affiliated Restaurants will make contributions to the Brand Fund on the same basis as required of the other franchise owners in the same geographic market. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the Brand Fund, and the monies comprising the Brand Fund may be placed in our general account(s) if we desire. We may also reserve portions of the Brand Fund for use in a subsequent year. (See [Section 1\(d\)](#); [Exhibit C](#): Franchise Agreement). ~~We may~~

There is not currently a franchise advisory council. We may, in the future, solicit franchisee input directly and/or form a franchise advisory council to provide input to us on the use of the Brand Fund, although we are not obligated to do so. We are not obligated to act on any specific proposals or recommendations from franchisees or a franchise advisory council.

The Brand Fund will be used for marketing, advertising, production, and media expenses to promote the Bobby's Burgers by Bobby Flay names, Systems, products, and services. The Brand Fund may be used to pay any and all costs of maintaining, administering, directing, and preparing advertising, including the cost of preparing and conducting television, radio, internet, social media, digital, electronic mail, magazine and newspaper advertising campaigns and other public relations activities, employing advertising agencies to assist in such campaigns or other activities, and providing customizable digital files and other marketing materials to franchise owners. We are entitled to receive the following from the Brand Fund: reimbursement of our expenses, overhead, and employee salaries for services provided to the Brand Fund and rent for office space provided to the Brand Fund. Brand Fund Contributions not spent in the fiscal year in which they accrue are rolled over to the next fiscal year. The Brand Fund is not audited and the financial statements for the Brand Fund are not available to franchisees. We may use an outside advertising agency to create and place advertising or we may use an in-house marketing department.

We did not implement the Brand Fund during our 2023 fiscal year. It has no operating history.

We will, upon your 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. We may 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.

### **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. Franchisor or Affiliate owned Restaurants in a Cooperative will have the same rights and voting power as Franchisee owned Restaurants in the

Cooperative. The members of the Cooperative will establish the required contributions to the Cooperative. We will not establish a minimum or maximum Cooperative contribution.

### **Computer System**

We require you to exclusively use a designated point-of-sale system to record all your sales during the operation of your Restaurant, the components of which are identified in the Confidential Operations Manual (the “**POS System**”). We require that the manufacturer or its authorized representative to service the POS System, at your cost. You will be required to maintain the POS System in good working order at all times, and to upgrade or update the POS System during the term of your Franchise Agreement as we may require from time to time. There are no contractual limitations on the frequency or cost for Franchisee to upgrade or update the POS System during the term of the Franchise Agreement. It will be your responsibility to enter into contracts for the maintenance, support, upgrades, and updates to the POS System with an Approved Supplier of such services identified in either the Confidential Operations Manual or other notification to you from us advising of suppliers for your market area. Your POS System cost per Restaurants will depend, among other things, on your Restaurant’s size and configuration, the system options you choose and/or the types of telephone and internet access services available. You are required to obtain a high speed/always on internet connection service for your POS System. This requirement shall be defined by the then-current Confidential Operations Manual, which may change from time to time. You may be required, from time to time, to upgrade the POS System’s hardware and/or software, at your sole cost and expense, in order to maintain the POS System in conformity with our then current requirements. You and your employees must complete training for the POS System as we require. If you are buying an existing Restaurants with an older system, it is a requirement for the transfer that you purchase and install the then current POS System in your Restaurant. (See Section 6(e); Exhibit C: Franchise Agreement)

You are required to buy a POS System and other required hardware (“**Technology Package**”) and software in connection with the operation of your Restaurant. The current cost of the Technology Package is \$17,250-\$44,500. This amount includes the POS System, and a computer system with basic capability to interact with the internet, to receive and send emails using the email address we provide for you, word processing and spread sheet capabilities, to submit orders, and to receive monthly statements for purposes of operating your business generally. No specific type of data is necessary to be generated or stored in the computer system. We estimate a cost of \$300 every three years to update software and \$1,200 every five years to replace the computer. You are also required to pay a monthly Technology Fee of \$1,200-\$3,600 per month for technology services that we provide to you or license from others to provide to you.

We will have independent access to the information generated or stored in the computer system.

You must obtain credit card and gift card processing services from our designated vendor, which will be the same vendor used by Franchisor or affiliate owned Restaurants. The charges associated with credit card and gift card transactions are compiled per transaction and therefore will vary from Restaurant to Restaurant. We estimate that the costs associated with credit card transactions will be between 2% and 6% of your credit card and gift card generated Net Sales although this is subject to change.

We require that you permit us to poll your sales information on a daily basis. We require you to execute an Electronic Funds Transfer Agreement (which is attached to this Disclosure Document as Exhibit E), permitting us to debit your account for payment of: (a) Royalty Fees; (b) Brand Fund Contributions; (c) other amounts payable to us; and (d) product purchases from us or our Affiliates; (See Section 6(e); Exhibit C: Franchise Agreement)

change to an alternative trademark, which may increase your expenses.

BBP, LLC has informed us that ~~once registered~~, all affidavits of use required to be filed to maintain registrations of the Marks ~~will be~~ have been filed.

Except as described above, no agreements limit our right to use or license the use of the Marks. You must follow our rules when you use our Marks. Use of the Marks must be accompanied by the registration, service mark (<sup>SM</sup>), or trademark (<sup>TM</sup>) in close proximity to the trademark. You cannot use the Marks as part of your corporate, partnership, Limited Liability Company or other entity name. You may not use our trademarks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not directly or indirectly contest or aid in contesting the validity of the trademarks or the ownership of the trademarks by us, nor may you directly or indirectly apply to register or otherwise seek to use or control our trademarks or any confusingly similar variation or form, nor may you assist any others to do so. You must modify or discontinue the use of a Mark if we modify or discontinue it, at your sole cost.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any of our trademarks, or any claim by any person of any rights in any of our trademarks. You must not communicate with any person other than us and our legal counsel in connection with any such infringement, challenge, or claim. We or BB License, LLC will have the sole discretion to take such action, as we may deem appropriate to protect our trademarks and the exclusive right to control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge, or claim or otherwise relating to our trademarks. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims, but indicates we have the sole discretion to take such action as we may deem appropriate. You must execute such documents, render such assistance, and do such acts and things as may in the opinion of our counsel be necessary or advisable to protect and maintain our interests in connection with any such litigation or proceeding, or to otherwise protect and maintain our interests in our trademarks.

The Franchise Agreement requires that we indemnify and hold you harmless for, from and against any and all claims, liabilities, causes of action, demands, obligations, costs and expenses, including reasonable attorneys' fees, arising out of any claim of infringement or unfair competition in connection with your use of our trademarks, provided that such use is in accordance with the provisions of the Franchise Agreement.

We and/or BB License, LLC may, in our sole discretion, modify or discontinue use of any of the above-referenced trademarks and/or use one or more additional or substitute service marks or trademarks. If we decide to do so, you must do so also, at your own expense. The Franchise Agreement does not provide you any additional rights if we require you to modify or discontinue using a trademark.

We are not aware of any pending or threatened litigation regarding the Marks.

Except as described above, we do not know of any superior prior rights or infringing uses or effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of this state or of any court, nor do we know of any pending infringement, opposition or cancellation proceeding that could materially affect your use of our trademark. We do not know of any pending material federal or state court litigation regarding our use or ownership rights in the above registered trademarks or pending applications.

#### **ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We own or have been licensed the right to use proprietary information and rights in numerous items, such

satisfactorily completed our Training System. You must also maintain a competent, conscientious, trained staff, including a fully trained manager, co-managers or staff as may be necessary to properly operate your Restaurants. We impose no limitations as to whom you may hire as the Restaurant managers except with respect to the Operating Principal, and except that you must comply with all applicable laws and that you must not harm the goodwill associated with the System and the Proprietary Marks (this requirement may affect who you hire as your manager). We will not have an employment, special employment, or joint employment relationship with your owners, members, shareholders, managers, employees, agents, and contractors. You are fully responsible for the acts and omissions of your employees and managers.

The Operating Principal, manager and other employees may also be required to enter into an agreement not to compete with Restaurants under the System and an agreement not to reveal confidential information obtained in the course of their employment with you. ~~See [Item 17](#) for a description of these obligations.~~

Each individual who owns an interest in your corporation or limited liability company must sign the Franchise Agreement in their individual capacity and a guaranty agreeing to be bound by all the terms and conditions of the Franchise Agreement including any amendments and to unconditionally guarantee the payment of all liabilities incurred by you, as Franchisee, at any time and must sign as additional signatories the Franchise Agreement.

#### **ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and sell all products and services which are part of the Bobby's Burgers by Bobby Flay System, and all services and products we incorporate into the Bobby's Burgers by Bobby Flay System in the future. You may not use the Marks for any other business. You must use the Premises solely for the operation of a Restaurant and keep it open and in normal operation for such minimum hours and days as we may periodically specify or approve in writing. You must not use, or permit the use of, the Premises for any other purpose or activity at any time without first obtaining our written consent.

You must meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. To ensure that the highest degree of quality, cleanliness, appearance and service is maintained, you must operate the Restaurant in strict conformity with such methods, standards, and specifications as we may periodically require in the Manual or otherwise in writing. You must also maintain in sufficient supply and use at all times only such ingredients, products, materials, supplies, and packaging as conform to our standards and specifications, and you must not deviate from those standards and specifications by the use or offer of non-conforming items, without our prior written consent.

You must sell, or offer for sale only such items, products and services as we have expressly approved for sale in writing. You must sell, or offer for sale, all items, products, and services specified by us, and you must not deviate from our standards and specifications without our prior written consent. You must discontinue selling and offering for sale any items, products or services, which we may, in our discretion, disapprove in writing at any time. We have the right to change the types of authorized menu items, goods and services, and there are no limits on our rights to make changes.

You must offer all services that we may require including all System Promotions, contests and other System services and activities.

You must operate the franchised Restaurant in strict conformity with all applicable federal, state and local laws, ordinances and regulations. Such laws, ordinances and regulations vary from jurisdiction to jurisdiction and are amendable or may be implemented or interpreted in a different manner from time to time. It is your sole responsibility to apprise yourself of the existence and requirements of all laws, ordinances and regulations applicable to the then-current implementation or integration of them.

Provision	Section in Franchise Agreement	Section in Development Agreement Rider	Summary
m. Conditions for our approval of transfer	14(f)	N/A	The prospective Transferee must satisfy our then- current qualifications for franchisees; establish that the financial or other terms of the transfer will not adversely impact upon the Transferee’s operation of the Restaurant; Franchisee (or their Principals, officers, managers or employees) or the Transferee (if they are an existing franchisee of Franchisor) must not be in breach of, or default under this Agreement; payment of a Transfer Fee.
n. Our <del>option to purchase right of</del> <u>first refusal to acquire</u> your business	14(d)	N/A	Within 30 days after Franchisor’s receipt of all of the Required Materials, Franchisor will notify Franchisee that the Franchisor desires to purchase Franchise rights under this Agreement, upon the same terms and conditions as are offered by the Transferee, the transfer is approved or disapproved, at Franchisor’s election.
<u>o. Our option to purchase your business</u>	N/A	N/A	
<del>p.</del> Your death or disability	14(h)	N/A	Franchisee or their legal representative must, within 90 days after Franchisee’s death, disability, or dissolution of marriage, transfer the Restaurant to a person or entity approved by Franchisor.
<del>q.</del> Non-competition covenants during the term of the franchise	13	N/A	Franchisee may not, during the term of the Agreement directly or indirectly (as an owner, partner, director, officer, employee, manager, consultant, shareholder, representative, agent, lender or otherwise), be engaged in a business, restaurant, kiosk, or food truck offering burgers and fries subject to applicable state law.
<del>r.</del> Non-competition covenants after the Franchise Agreement is terminated or	13	N/A	Franchisee may not, during the term of the Agreement and for the one-year period after the expiration or termination of this Agreement, in a defined geographic area, for any reason, directly or indirectly (as an owner, partner,

Provision	Section in Franchise Agreement	Section in Development Agreement Rider	Summary
expires			director, officer, employee, manager, consultant, shareholder, representative, agent, lender or otherwise), be engaged in a business, restaurant, kiosk, or food truck offering burgers and fries subject to applicable state law.
§s. Modification of the Agreement	25	N/A	Franchisor may modify and amend Franchisor’s Confidential Operations Manual and to issue rules, regulations, instructions, policies and procedures for the conduct of Restaurants from time to time, in its sole discretion, without obtaining the consent or approval of Franchisee. Other than through the modification and/or amendment of the Confidential Operations Manual, no amendment, modification or waiver of any condition, provision or term of the Franchise Agreement or Development Agreement Rider will be valid or of any effect unless made in a writing.
§t. Integration/merger clause	27	N/A	Only the terms of the Franchise Agreement or Development Agreement Rider are binding (subject to state law). Any representations or promises outside the Disclosure Document and Franchise Agreement may not be enforceable. No claim made in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
§u. Dispute resolution by arbitration or mediation	30	N/A	Any controversy or dispute that arises between the parties related in any way to this Agreement or the relationship between the parties must be submitted to non-binding mediation before an action may be brought in a court of competent jurisdiction or in arbitration (subject to applicable state law).
§v. Choice of forum	30(c)	N/A	Except as prohibited by state franchise law, litigation must be in jurisdiction where our principal offices are located (subject to applicable state law).

Provision	Section in Franchise Agreement	Section in Development Agreement Rider	Summary
*w. Choice of law	30(b)	N/A	Except to the extent governed by the U.S. trademark laws or the franchise laws of any state, North Carolina law applies (subject to state law).

**ITEM 18 PUBLIC FIGURES**

Bobby Flay is a celebrity chef. While we do not directly provide Mr. Flay with any compensation or other benefits arising from the use of his name or likeness in the franchise name or symbol, or from his endorsement or recommendation of the franchise to prospective franchisees, Mr. Flay may benefit, directly or indirectly, from the license fees that we will pay to Master Licensor pursuant to the MLA (See Item 13).

Mr. Flay will be involved in menu development, product research and development, and System public relations. Mr. Flay does not own any interest in us and is not involved in the management or control of us.

**ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Michael McGill, President, Intelligration Capital BB, LLC, 2115 Rexford Road, Suite 530, Charlotte, NC 28211, and 803-753-4764, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20 OUTLETS AND FRANCHISEE INFORMATION**

**Table 1  
Systemwide Outlet Summary For years 2021 to 2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	1**	+1
Company-Owned	2021	0	0	0

voluntarily or involuntarily ceased to do business under our franchise agreement, during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document’s issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

If you are purchasing a company-owned outlet from one of our affiliates that was previously owned by a franchisee but is now owned and operated by our affiliate, or us we will provide you with an addendum to this Disclosure Document disclosing additional information for that outlet.

In some instances, current and former franchisees may be required to sign provisions restricting their ability to speak openly about their experience with Bobby’s Burgers by Bobby Flay System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. None of our franchisees have signed confidentiality agreements in the prior three (3) years.

~~If you are purchasing a company-owned outlet from one of our affiliates that was previously owned by a franchisee but is now owned and operated by our affiliate, or us we will provide you with an addendum to this Disclosure Document disclosing additional information for that outlet.~~

There are no trademark-specific franchisee organizations associated with the franchise system being offered under this Disclosure Document that have been created, sponsored, or endorsed by us.

## ITEM 21 FINANCIAL STATEMENTS

Exhibit J contains (i) our audited financial statements, related statements of operations, and cash flows for the fiscal years ending December 31, 2023, and December 31, 2022, and the related notes to the financial statements, and (ii) Master Licensor’s financial statements, related statements of operations, and cash flows for the fiscal years ending December 31, 2023, and December 31, 2022, and the related notes to the financial statements. Because we have not been in existence for at least three years, we do not have available and cannot yet include in this Disclosure Document three full years of audited financial statements.

## ITEM 22 CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document in the pages immediately following and identified as Exhibits:

Exhibit	Agreement
C	Franchise Agreement
D	Development Agreement Rider
E	EFT Preauthorization
F	Form of General Release
G	Franchisor Lease Addendum
I	State Specific Disclosures and Addendums to Franchise Agreement
K	Franchisee Questionnaire
N	Receipts

**BOBBY’S BURGERS BY BOBBY FLAY FRANCHISE AGREEMENT  
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EXHIBITS

- Exhibit 1- Consent Of Spouse
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- Exhibit 3- Nondisclosure And Non-Competition Agreement
- Exhibit 4- Guaranty And Assumption Of Obligations

## STATE SPECIFIC DISCLOSURES

### ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES

#### ~~REQUIRED BY THE STATE OF CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, VIRGINIA, AND WISCONSIN~~

~~No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Illinois, Indiana, Maryland, Michigan, Virginia, or Wisconsin:~~

~~No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

### ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF CALIFORNIA

1. 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.

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

OUR WEBSITE, [WWW.BOBBYSBURGERS.COM](http://WWW.BOBBYSBURGERS.COM), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATIONS. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATIONS AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

2. Item 3, Litigation. The following statement is added to Item 3:

Neither franchisor nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such parties from membership in such association or exchange.

3. The row entitled “*Default Interest*” in Item 6 of the Disclosure Document is amended to state that the maximum interest rate in California is currently 10% annually.

4. Item 17, Additional Disclosures. The following statements are added to Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of the Restaurant. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Development Agreement Rider to the Franchise Agreement may provide for Bobby’s Burgers by Bobby Flay

termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.).

The Franchise Agreement may contain a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

You must sign a general release if you transfer or renew your franchise. These provisions may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Franchise Agreement and Development Agreement Rider to the Franchise Agreement require that any action you bring be commenced in the jurisdiction where our principal business address is located, which currently is Charlotte, North Carolina. These provisions may not be enforceable under California law.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.**

### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF ILLINOIS**

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

1. Illinois law governs the agreements between the parties to this franchise.
2. The following is added to the Special Risks to Consider About *This* Franchise page of the Disclosure Document as additional Risk Factors:

**Short Operating History.** This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.

**Supplier Control.** You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

3. In conformance with Section 4 of the Illinois Franchise Disclosure Act ~~provides that~~, any provision in a franchise agreement ~~or development agreement~~ that designates jurisdiction ~~or~~ venue in a forum outside of the State of Illinois is void ~~with respect to any action which is otherwise enforceable in~~ However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of that Illinois is void.

5. ~~The conditions under which your Franchise Agreement and/or Development Agreement Rider to the Franchise Agreement can be terminated and~~ Your rights upon nonrenewal may be affected by Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

7. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. For info about obtaining a liquor license in Illinois, see: <https://www2.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx>

89. For info about obtaining TIPS certification. in Illinois, see: <https://www.tipscertified.com/tips-state-pages/illinois/>

### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF INDIANA**

1. The laws of the State of Indiana supersede any provisions of this Disclosure Document, the Franchise Agreement, the Development Agreement Rider to the Franchise Agreement, the other agreements, or North Carolina law if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.701(7) against unilateral termination of the Franchise Agreement and/or Development Agreement Rider to the Franchise Agreement without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement and/or Development Agreement Rider to the Franchise Agreement, shall supersede the provisions of Section 16 of the Franchise Agreement and/or Section 8 of the Development Agreement Rider to the Franchise Agreement in the state of Indiana, but only to the extent that they may be inconsistent with such prohibition.

3. Notwithstanding anything in the contrary in the Franchise Agreement and/or Development Agreement Rider to the Franchise Agreement, you recognize that in the event of any use of the System not

in accord with such agreement, we shall be entitled to injunctive and other relief.

4. No release language set forth in the Disclosure Document, Franchise Agreement, or Development Agreement Rider to the Franchise Agreement, including but not limited to Item 17, or Sections ~~14(e)(iv) and 15(b)(v)~~ 14(e)(iv) and 15(b)(v) of the Franchise Agreement respectively, shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Section 30(b) of the Franchise Agreement is amended to provide that the Franchise Agreement will be construed in accordance with the laws of the State of Indiana.

6. Any provision in the Disclosure Document, the Franchise Agreement, or Development Agreement Rider to the Franchise Agreement which designates jurisdiction or venue, or requires franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, may not be enforceable.

7. The second sentence of Section 30(k) (Election to Resolve Claims) of the Franchise Agreement is deleted from all agreements entered into in Indiana.

8. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

#### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF MARYLAND**

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring you to sign a general release of claims against franchisor, including upon signing the franchise and renewal or transfer, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement and development agreement rider to franchise agreement provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

~~Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements~~ No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the Maryland Franchise Registration and Disclosure Law are met independently without reference to these Additional Disclosures. ~~relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met~~ This provision supersedes any other term of any document executed in connection with the franchise.

8. A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This paragraph does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this paragraph prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in paragraph 3 above.

9. A provision which permits the Franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation or endorsement by the attorney general.

10. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**Any questions regarding this notice should be directed to the Michigan Consumer Protection Division of the Department of the Attorney General, whose address is 670 Law Building, Lansing, Michigan 48913 and whose telephone number is (517) 373-7117.**

#### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF MINNESOTA**

1. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)

2. With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)
  - that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement and
  - that consent to the transfer of the franchise will not be unreasonably withheld.

3. In accordance with Minnesota Statute 80C.12 Subd. 1(G) We will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

4. Minn. Rule 2860.4400(D) prohibits us from requiring you to assent to a general release. Any release you sign as a condition of renewal or transfer will not apply to any claims you may have under the Minnesota Franchise Law.

5. Minn. Rule Part 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

6. In compliance with Minnesota Statute 80C.17 Subd. 5. Regarding Limitations of Claims. No action may be commenced pursuant to this section more than three years after the cause of action accrues.

7. In accordance with Minnesota Statute 604.113, NSF checks will be capped at \$30 on service charges.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURE REQUIRED BY THE STATE OF VIRGINIA**

The following is added to Item 17 h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement Rider to the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

The following is added to the Disclosure Document:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURE REQUIRED BY THE STATE OF WISCONSIN**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO FRANCHISE AGREEMENT  
AND DEVELOPMENT AGREEMENT RIDER REQUIRED FOR CALIFORNIA, ~~ILLINOIS,~~  
~~INDIANA, MARYLAND, MICHIGAN, VIRGINIA, AND WISCONSIN~~ FRANCHISEES**

This Addendum to Bobby’s Burgers by Bobby Flay Franchise Agreement and Bobby’s Burgers by Bobby Flay Development Agreement Rider dated \_\_\_\_\_ (“Franchise Agreement”) between INTELLIGRATION CAPITAL BB, LLC and \_\_\_\_\_ (“you”) is entered into simultaneously with the execution of the Franchise Agreement.

1. ~~No Waiver of Disclaimer of Reliance in Certain States.~~ The following provision ~~applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Illinois, Indiana, Maryland, Michigan, North Dakota, Virginia, or Wisconsin~~ is added to the terms of the Franchise Agreement and Development Agreement Rider:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

FRANCHISEE:

**INTELLIGRATION CAPITAL BB, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## ADDENDUM TO FRANCHISE AGREEMENT REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to Bobby's Burgers by Bobby Flay Franchise Agreement dated \_\_\_\_\_ ("*Franchise Agreement*") between INTELLIGRATION CAPITAL BB, LLC and \_\_\_\_\_ ("*you*") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of the franchise to you was made in the State of Illinois; (B) you are a resident of the State of Illinois; and/or (C) the Restaurant will be located or operated in the State of Illinois.

2. The following sentence is added at the end of Section 30(b) of the Franchise Agreement:

Notwithstanding the foregoing, Illinois law shall govern this Agreement.

3. The following sentence is added to the end of Section 30(c) of the Franchise Agreement:

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act provides that,~~ any provision in ~~the Franchise Agreement~~ that designates jurisdiction ~~or~~ and venue in a forum outside of the State of Illinois is void ~~with respect to any action which is otherwise enforceable in Illinois~~. However, a franchise agreement may provide for arbitration ~~in a venue to take place~~ outside of Illinois.

4. The following sentence is added at the end of Section 30(g) of the Franchise Agreement:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the franchisee of a written notice disclosing the violation.

5. The following sentence is added as a new Section 42 of the Franchise Agreement:

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. Your rights upon termination and non-renewal of a Franchise Agreement are set forth Sections 19 and 20 of the Illinois Franchise Disclosure Act.

7. The following provision is added to the terms of the Franchise Agreement and Development Agreement Rider:

~~7.~~ No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

## ADDENDUM TO FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to Bobby's Burgers by Bobby Flay Franchise Agreement dated \_\_\_\_\_ ("*Franchise Agreement*") between INTELLIGRATION CAPITAL BB, LLC and \_\_\_\_\_ ("*you*") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Maryland; (B) you are a resident of the State of Maryland; and/or (C) the Restaurant will be located or operated in the State of Maryland.

2. The following ~~sentence language~~ is added to ~~the end of~~ Sections ~~14(e)(iv) and 15(b)(v)~~ 14(e) and 15(b)(vi) of the Franchise Agreement:

~~All representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of~~ Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability ~~incurred~~ under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Sections 17(a)(ii) and 17(a)(iii) of the Franchise Agreement:

Notwithstanding the foregoing, termination upon insolvency might not be enforceable under federal insolvency law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce this provision to the maximum extent the law allows.

4. The following sentence is added to the end of Section 30(b) of the Franchise Agreement:

Notwithstanding the foregoing, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Section 30(c) of the Franchise Agreement:

Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following sentence is added to the end of Section 30(g) of the Franchise Agreement:

This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, which claim must be brought within 3 years after the grant of the franchise.

7. The following sentence is added to the end of Section 30(d) of the Franchise Agreement:

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Representations in this Agreement are not intended to, nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The following provision is added to the terms of the Franchise Agreement and Development Agreement Rider:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR:

FRANCHISEE:

**INTELLIGRATION CAPITAL BB, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**ADDENDUM TO FRANCHISE AGREEMENT  
REQUIRED FOR MICHIGAN FRANCHISEES**

This Addendum to Bobby's Burgers by Bobby Flay Franchise Agreement dated \_\_\_\_\_ ("*Franchise Agreement*") between INTELLIGRATION CAPITAL BB, LLC and \_\_\_\_\_ ("*you*") is entered into simultaneously with the execution of the Franchise Agreement.

1. The following provision is added to the terms of the Franchise Agreement and Development Agreement Rider:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

<u>FRANCHISOR:</u>	<u>FRANCHISEE:</u>
<u>INTELLIGRATION CAPITAL BB, LLC</u>	_____
By: _____	By: _____
Name: _____	Name: _____
Title _____	Title _____
Date _____	Date _____

**ADDENDUM TO FRANCHISE AGREEMENT  
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to Bobby's Burgers by Bobby Flay Franchise Agreement dated  
(“Franchise Agreement”) between INTELLIGRATION CAPITAL BB,  
LLC (“Franchisor”) and \_\_\_\_\_ (“you”) is entered into simultaneously with  
the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Minnesota; (B) you are a resident of the State of Minnesota; and/or (C) the Franchised Business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 7:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of this Agreement and the System.

3. The following sentence is added to the end of Sections 14(e)(iv) and 15(b)(v):

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01- 80C.22.

4. The following sentence is added to the end of Section 15(b):

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days’ notice for non-renewal of the Franchise Agreement.

5. The following sentence is added to the end of Section 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute §80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

6. The following sentences are added to the end of Sections 30(b) and 30(c):

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. The franchisee cannot waive any rights. See Minn. Rule 2860.4400J. The franchisee cannot consent to the Franchisor obtaining injunctive relieve. The franchisor may seek injunctive relief. A court will determine if a bond is required.

8. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

<u>FRANCHISOR:</u>	<u>FRANCHISEE:</u>
<u>INTELLIGRATION CAPITAL BB, LLC</u>	_____
By: _____	By: _____
Name: _____	Name: _____
Title _____	Title _____
Date _____	Date _____

**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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Illinois	<del>Pending</del> <a href="#">4/10/2024</a>
Indiana	Pending
Maryland	Pending
Michigan	<del>April 4/12,</del> <a href="#">/2024</a>
Minnesota	Pending
New York	Pending
Virginia	Pending
Wisconsin	4/10/2024

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, located at 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

\_\_\_\_\_ Daniel Beem, located at 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

\_\_\_\_\_ Patric Knapp, located at 2115 Rexford Road, Suite 530, Charlotte, NC 28211, 803-753-4764.

\_\_\_\_\_ Helen Lao, located at 23 Corporate Plaza Suite 150, Newport Beach, CA 92660, 949-294-4169.

\_\_\_\_\_ Julianna Sweeney at 15455 Dallas Parkway, Suite 1350, Addison, TX 75001, 972-930-9933

\_\_\_\_\_ Ashley Hoskins at 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 March 28, 2024.

I have received a Disclosure Document dated March 28, 2024 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:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

**Prospective Franchisee:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

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