RECEIVED
DEPT OF BUSINESS OVERSIGHT
SAN FRANCISCO

FRANCHISE DISCLOSURE DOCUMENT

Burger Village, LLC
A Delaware limited liability company
222 7th Avenue
Brooklyn, New York 11215
Tel (516) 597-5336
www burgervillageny com
e-mail support@burgervillageny com

Department of Business Oversight
AUG - 1 2019
RECEIVED
San Francisco

BURGER EXOTIC VILLAGE

The franchise offered is for a "Burger Exotic Village" and or "Burger Village" restaurant offering a variety of burgers made from traditional and exotic meats, such as elk, boar, lamb and ostrich, vegetarian burger options, salads, soups, beverages, shakes and desserts A Burger Exotic Village and or Burger Village restaurant operates using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos We offer both quick-serve and full-service restaurant franchises

The total investment necessary to begin operation of a quick-serve Burger Exotic Village and or Burger Village Restaurant franchise is $483,500 to $661,500 This includes $40,000 that must be paid to the franchisor and/or its affiliate, as appropriate

The total investment necessary to begin operation of a full-service Burger Exotic Village and or Burger Village Restaurant franchise is $583,500 to $801,500 This includes $40,000 that must be paid to the franchisor and/or its affiliate, as appropriate

If you enter into a Multi-Unit Development Agreement to develop at least three restaurants, when you sign the Multi-Unit Development Agreement you will pay a development fee equal to 100% of the initial franchise fee for the first restaurant to be developed, plus 25% of the initial franchise fee for each additional restaurant to be developed under the Multi-Unit Development Agreement

If you choose to develop three quick-serve restaurants under a Multi-Unit Developer Agreement, the total estimated investment is $505,500 to $684,000 This includes $60,000 that must be paid to the franchisor and/or its affiliate

If you choose to develop three full-service restaurants under a Multi-Unit Developer Agreement, the total estimated investment is $605,500 to $824,000 This includes $60,000 that must be paid to the franchisor and/or its 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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no government agency has verified the information contained in this document.**

Mr Yadav has been our Chief Executive Officer and Director of Operations since our inception in June 2016 From March 2013 to the present, Mr Yadav has been Chief Executive Officer for our Affiliate, Sharda NY, Inc He has also been Chief Executive Officer for our Affiliate, SNVR NY, Inc , since May 2016 From April 2008 to the present, he has been Chief Executive Officer of our Affiliate, SNV NY Inc

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

ITEM 5
INITIAL FEES

The Department of Business Oversight requires that the franchisor defer the collection of all initial fees from California franchises until the franchisor has completed all its pre-opening obligations and franchisee is open for business

In the State of Illinois, all fees are deferred until all initial obligations owed the Franchisee by the Franchisor or affiliates have been completed and the Franchisee has commenced doing business/opened for business However, you must execute the Franchise Agreement prior to looking for a site or beginning training. This deferral has been imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition

__Franchise Agreement__ You must pay us an initial franchise fee of $40,000 for the right to establish a single quick-serve or a full-service Burger Exotic Village and or Burger Village Restaurant under a Franchise Agreement This fee is used in part for working capital and in part for profit The initial franchise fee is imposed uniformly on all franchisees and is not refundable

__Multi-Unit Development Agreement__ If you qualify to develop and operate multiple quick-serve or a full-service Burger Exotic Village and or Burger Village Restaurants, then you will pay to us a development fee equal to 100% of the initial franchise fee for the first quick-serve or a full-service Restaurant to be developed, plus 25% of the initial franchise fee for each additional quick-serve or a full-service Restaurant you commit to develop under the Multi-Unit Development Agreement For example, if you commit to develop three quick-serve or a full-service Restaurants, the development fee is calculated as $40,000 + (2 x $10,000 = $20,000) = $60,000 The development fee is imposed uniformly on all multi-unit developers, is fully earned by us when received and is not refundable

When you sign the Franchise Agreement for the first quick-serve or a full-service Restaurant to be developed, which we expect will be signed at the same time the Multi-Unit Development Agreement is signed, we will apply a portion of the development fee to pay the initial franchise fee for the first quick-serve or a full-service Restaurant in full For each additional quick-serve or a full-service Restaurant you will develop under the Multi-Unit Development Agreement, we will apply a pro rata portion of the development fee toward the initial franchise fee and the balance of the initial franchise fee of $30,000 is payable in a lump sum when you sign the Franchise Agreement for that quick-serve or a full-service Restaurant

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Management Fee	10% of Gross Sales, plus expenses	If incurred	We may step in and manage your Restaurant in certain circumstances, such as death, disability or prolonged absence We will charge a management fee if we manage your Restaurant, and you must reimburse our expenses
Point of Sale System Support	$300	Monthly	Payable to approved supplier
Gift Card Program	Will vary, depending on number of gift cards sold and/or processed	As incurred	Payable to approved supplier You must participate in our gift card program Gift cards will be available for sale and redemption at any Restaurant in the System
Prohibited Product or Service Fee	$200 per day for each day the infraction continues	As incurred	If you offer any product or service at your Restaurant that we have not approved
On-line Ordering Program	To be determined	To be determined	Payable to approved supplier There currently is not a fee payable by you for on-line ordering, but you may have to pay this fee in the future
On-line Reservations Program (Full-Service Restaurant only)	To be determined	To be determined	Payable to approved supplier There currently is not a fee payable by you for on-line reservations, but you may have to pay this fee in the future

Notes

1 All fees described in this Item 6 are non-refundable Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us Except as specifically stated above, the amounts given may be due to changes in market conditions, our cost of providing services and future policy changes At the present time we have no plans to increase payments over which we have control, but as noted in the chart above and in these notes, we have the right to increase certain fees upon notice to you

2 For the purposes of determining the royalties to be paid under the Franchise Agreement, "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the Restaurant, whether for cash or credit and regardless of collection in the case of credit If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

QUICK-SERVE RESTAURANT				
(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee (1)	$40,000	Lump Sum	When Franchise Agreement Signed	Us
Rent – 3 Months (2)	$9,000 to $20,000	As arranged	As arranged	Landlord
Lease & Utility Security Deposit (3)	$15,000 to $20,000	As arranged	As arranged	Landlord, Utility Companies
Design & Architect Fees (4)	$10,000 to $15,000	As arranged	As arranged	Designer or Architect
Leasehold Improvements (5)	$175,000 to $250,000	As arranged	As arranged	Contractor
Signage (6)	$5,000 to $10,000	As arranged	As arranged	Suppliers
Equipment, Furniture and Fixtures (7)	$160,000 to $215,000	As arranged	As arranged	Suppliers
Point of Sale & Computer Equipment (8)	$4,500 to $5,000	As arranged	As arranged	Suppliers
Business Licenses & Permits (Not Including Liquor License) (9)	$1,000 to $2,000	As arranged	As arranged	Government Agencies
Professional Fees (10)	$2,000 to $2,500	As arranged	As arranged	Attorney, Accountant
Insurance – 3 Months (11)	$1,000 to $2,000	As arranged	As arranged	Insurance Companies
Initial Inventory (12)	$10,000 to $15,000	As arranged	As arranged	Suppliers
Training Expenses (13)	$3,000 to $5,000	As arranged	As arranged	Airline, Hotel, Restaurant, etc
Grand Opening Advertising (14)	$8,000 to $10,000	As arranged	Within first three months of operation	Suppliers

QUICK-SERVE RESTAURANT				
(1) **Type of Expenditure**	(2) **Amount**	(3) **Method of Payment**	(4) **When Due**	(5) **To Whom Payment is to be Made**
Additional Funds – 3 Months (15)	$40,000 to $50,000	As arranged	As arranged	You Determine
Total (16)	**$483,500 to $661,500**			

FULL-SERVICE RESTAURANT				
(1) **Type of Expenditure**	(2) **Amount**	(3) **Method of Payment**	(4) **When Due**	(5) **To Whom Payment is to be Made**
Initial Franchise Fee (1)	$40,000	Lump Sum	When Franchise Agreement Signed	Us
Rent – 3 Months (2)	$12,000 to $30,000	As arranged	As arranged	Landlord
Lease & Utility Security Deposit (3)	$15,000 to $20,000	As arranged	As arranged	Landlord, Utility Companies
Design & Architect Fees (4)	$12,000 to $20,000	As arranged	As arranged	Designer or Architect
Leasehold Improvements (5)	$250,000 to $325,000	As arranged	As arranged	Contractor
Signage (6)	$10,000 to $15,000	As arranged	As arranged	Suppliers
Equipment, Furniture and Fixtures (7)	$175,000 to $250,000	As arranged	As arranged	Suppliers
Point of Sale & Computer Equipment (8)	$4,500 to $5,000	As arranged	As arranged	Suppliers
Business Licenses & Permits (Not Including Liquor License) (9)	$1,000 to $2,000	As arranged	As arranged	Government Agencies
Professional Fees (10)	$2,000 to $2,500	As arranged	As arranged	Attorney, Accountant
Insurance – 3 Months (11)	$1,000 to $2,000	As arranged	As arranged	Insurance Companies

FULL-SERVICE RESTAURANT				
(1) **Type of Expenditure**	(2) **Amount**	(3) **Method of Payment**	(4) **When Due**	(5) **To Whom Payment is to be Made**
Initial Inventory (12)	$10,000 to $20,000	As arranged	As arranged	Suppliers
Training Expenses (13)	$3,000 to $5,000	As arranged	As arranged	Airline, Hotel, Restaurant, etc
Grand Opening Advertising (14)	$8,000 to $10,000	As arranged	Within first three months of operation	Suppliers
Additional Funds – 3 Months (15)	$40,000 to $55,000	As arranged	As arranged	You Determine
Total (16)	**$583,500 to $801,500**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable We do not finance any portion of your initial investment All of our estimates assume that you will purchase the required items Your costs may be lower if you choose to lease some items

Notes

1 ***Initial Franchise Fee*** The initial franchise fee is discussed in Item 5

2 ***Rent*** Our estimates assume that you will lease space for your Restaurant Your Restaurant must be in a shopping mall, free-standing building or end cap of a strip shopping center, or in a downtown setting, and you will need approximately 1,800 to 2,500 square feet for a quick-serve Restaurant, or 2,500 to 3,500 square feet for a full-service Restaurant Landlords may vary the base rental rate and charge rent based on a percentage of gross sales In addition to base rent, your lease may require you to pay common area maintenance charges (“CAM Charges”) for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region

If you choose to purchase real property on which to build your Restaurant, your initial investment will probably be higher than what we estimate above If you purchase real property, we cannot estimate how this purchase will affect your total initial investment

3 ***Lease & Utility Security Deposit*** You will need to provide one to two months of rent as a security deposit to your landlord, and you may need to provide security deposits for your utilities (such as gas, water and/or electric)

4 ***Design & Architect Fees*** You must obtain construction plans for the build-out of your Restaurant according to our specifications We reserve the right to designate and/or approve of the designer and/or architect you use

12 *Initial Inventory* These amounts represent your initial inventory of food and beverage supplies, paper products, and cleaning materials and supplies

13 *Training Expenses* We provide initial training for up to three people at no additional charge These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages These amounts do not include any fees or expenses for training any other personnel Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation Our training program lasts for approximately three weeks

14 *Grand Opening Advertising* You must conduct a grand opening advertising campaign during your first three months of operation We may designate a different time period for you to conduct the grand opening advertising Your grand opening advertising campaign must include give-aways of food samples and other promotions, as we require, and we must approve of your grand opening advertising campaign before it is conducted

15 *Additional Funds* You will need capital to support ongoing expenses, such as payroll, utilities, rent, Royalty Fees, and Brand Development Fees, if these costs are not covered by sales revenue for your first three months of operation Our estimate does not include any sales revenue you may generate New businesses often generate a negative cash flow We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after

16 *Total* We relied upon our Affiliate's experience in operating a similar restaurant in the greater New York City area since 2008 when preparing these figures Your actual costs may vary greatly and will depend on factors such as the size and condition of the space and cost to convert to a Restaurant, your management skill, experience and business acumen, local economic conditions, the local market for the Restaurant's products, the prevailing wage rate, competition, and the sales level reached during the start-up phase These amounts do not include any estimates for debt service These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee

* * * * *

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPER–DEVELOPMENT OF THREE QUICK SERVICE RESTAURANTS

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Development Fee (1)	$60,000	Lump Sum	On signing Multi-Unit Development Agreement	Us
Vehicle – 3 Months (2)	$2,000 to $2,500	As Arranged	As Incurred	Suppliers

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Other Expenditures for First Restaurant (3)	**$443,500 to $621,500**	See First Table	See First Table	See First Table
Total	**$505,500 to $684,000**			

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPER – DEVELOPMENT OF THREE FULL-SERVICE RESTAURANTS

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Development Fee (1)	$60,000	Lump Sum	On signing Multi-Unit Development Agreement	Us
Vehicle – 3 Months (2)	$2,000 to $2,500	As Arranged	As Incurred	Suppliers
Other Expenditures for First Restaurant (3)	**$543,500 to $761,500**	See First Table	See First Table	See First Table
Total	**$605,500 to $824,000**			

In general, none of the expenses listed in the above chart are refundable We do not finance any portion of your initial investment

Notes:

1 ***Development Fee*** This fee is discussed in Item 5 Our estimate assumes you will develop three Restaurants If you choose to develop four or more quick-serve or a full-service Restaurants, your development fee will increase by $10,000 for each additional Restaurant you commit to develop

2 ***Vehicle*** We anticipate that you will need a vehicle to view potential sites and to oversee the build-out of the Restaurant Our estimate includes three months of expenses for gas, maintenance and vehicle payments

3 ***Other Expenditures for First Restaurant*** These are the estimates to build-out your first Restaurant Costs associated with building out additional Restaurants are subject to factors that we cannot estimate or control, such as inflation, increased labor costs or increased materials costs

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable Our criteria for site selection include location of the site and its setting (free-standing building, shopping center, shopping mall, downtown location, etc), availability of parking, visibility from main roads, availability, size and placement of signage, co-tenants in the shopping center or immediate area, accessibility to the site, condition of the premises and how much build-out or construction it will need, proximity to competitive businesses, and availability of utilities We will use these and other factors in determining the suitability of your proposed site for a Burger Exotic Village and or Burger Village Restaurant Once the location for your Restaurant has been determined, your Restaurant may not be relocated without our prior written consent You must provide us with a copy of the signed lease for your Restaurant location

If you are not able to locate a suitable site for your Restaurant within 90 days after you sign the Franchise Agreement, we may terminate your Franchise Agreement, or we may provide you with an extension of this timeframe

We do not provide assistance with conforming the site to local ordinances and building codes, obtaining the permits and licenses for the construction and operation of the Restaurant, completing construction or remodeling, hiring and training your employees

We generally do not own the premises and lease it to you

Opening We estimate that the time from the Franchise Agreement is signed to the opening of the Restaurant will be approximately nine months to one year Your total timeframe may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Restaurant, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Restaurant, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Restaurant, including purchasing inventory and supplies You must open the Restaurant and begin business within 12 months after you sign the Franchise Agreement If you are not able to open your Restaurant within this period, we have the right to terminate your Franchise Agreement or, in our discretion, we may extend the period of time for you to open You may not open your Restaurant for business until we have approved you to do so

If you are a Multi-Unit Developer, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Development Agreement The typical length of time between the signing of the Franchise Agreement and the opening of your first Restaurant is the same as for an individual franchisee Each additional Restaurant you develop must be opened according to the terms of your Minimum Performance Schedule

Grand Opening Advertising You must conduct an advertising campaign announcing the grand opening of your Restaurant, and you must spend between $8,000 and $10,000 for this campaign Your grand opening advertising campaign must be conducted in the initial 90 days of operation We may designate a different time period for you to conduct the grand opening advertising Your grand opening advertising campaign must include give-aways of food samples and other promotions, as we require, and we must approve of your grand opening advertising campaign before it is conducted

Brand Development Fund We reserve the right to establish a Brand Development Fund ("Fund") to promote the System, Burger Exotic Village and or Burger Village Restaurants and the products and services offered by Burger Exotic Village and or Burger Village Restaurants (Franchise Agreement, Section 8 3) When the Fund is established, you must pay a non-refundable Brand Development Fee to the

Confidential Operations Manual The Table of Contents for our Manual is attached to this Disclosure Document as Exhibit F Our Manual contains approximately 218 pages

Computer and Point of Sale Systems You must purchase or lease and use certain point of sale systems, computer hardware and software that meet our specifications and that are capable of electronically interfacing with our computer system You must purchase a New Toast point of sale system with a back office computer system The estimated cost of these systems is between $4,500 and $5,000 for a quick-serve Restaurant, and between $4,500 to $5,000 for a full-service Restaurant The point of sale and computer systems will provide order processing, business reports, credit card processing, inventory control and other functions

The computer system is designed to enable us to have immediate access to the information monitored by the system, and there is no contractual limitation on our access or use of the information we obtain You must install and maintain equipment and a high-speed internet connection (such as T-1, DSL or cable modem) in accordance with our specifications to permit us to access the computer system (or other computer hardware and software) either electronically or at the Restaurant premises This will permit us to electronically inspect and monitor information concerning your Restaurant's Gross Sales and any other information that may be contained or stored in the equipment and software You must make sure that we have access at the times and in the manner we specify, at your cost We may download Gross Sales and other information from your computer system, and there are no contractual limitations on our access to your computer system or the information we retrieve from your computer system

Unless we designate a different point of sale system, you must purchase the point of sale system designated in our Operations Manual The approved supplier for the point of sale system, if we designate one, will be included in the Manual You must purchase a support contract for your point of sale system, which we anticipate will cost approximately $300 per month You must obtain any upgrades and/or updates to the software used with the point of sale system, at your expense In addition, we may require you to update and/or upgrade all or a portion of your point of sale and/or computer system during the term of your Franchise Agreement, at your expense The Franchise Agreement does not limit our ability to require you to update and/or upgrade your point of sale and/or computer system or the cost of any update and/or upgrade Neither we nor any affiliate of ours is responsible for providing you with any upgrades, updates or maintenance for your point of sale or computer system

You must obtain and maintain high speed Internet access or other means of electronic communication, as specified by us It will be a material default under the Franchise Agreement if you do not maintain the equipment, lines and communication methods in operation and accessible to us at all times throughout the term of the Franchise Agreement We must have access at all times and in the manner that we specify

ITEM 12
TERRITORY

Franchise Agreement Your Franchise Agreement will specify the site that will be the Accepted Location for your Restaurant Your Franchise Agreement may also specify a Designated Territory, which will be based on population Your Designated Territory will contain a population of at least 100,000 adults If your Accepted Location is a Non-Traditional Site (as described below), you will not receive a Designated Territory In addition, because we reserve the right to establish Restaurants at Non-Traditional Sites (which may be within your Designated Territory), your Designated Territory is not exclusive to you

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

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 Franchise 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 performance at a particular location or under particular circumstances

We have 3 corporate Burger Village Restaurant and no Franchised Restaurants We have included the 3 Burger Village Restaurants that have been in operation for more than 12 months and are operated by our affiliate We have provided details about the 2018 historical financial performance representations for each Restaurant below

1 Restaurant located at 66 Middle Neck Road, Great Neck, NY 11021, owned by our Affiliate SNV NY Inc , opened December 28, 2013 This Restaurant opens at 11 30 am – 9 30 pm from Tuesday to Thursday, 11 30 am to 10 00 pm from Friday to Saturday, 11 30 pm to 9 00 pm on Sunday and closed on Monday,

2 Restaurant located at 222 7th Ave , Brooklyn NY 11215, owned by our Affiliate Sharda NY, Inc , opened September 05, 2014 This Restaurant opens at 11 00 am – 10 00 pm from Sunday to Thursday, 11 00 am to 11 00 pm on Friday and Saturday,

3 Restaurant located at 216 Broadway Mall, Hicksville, NY 11801, owned by our Affiliate SNVR NY, Inc , opened May 08, 2017 This Restaurant opens at 11 00 am – 10 00 pm from Sunday to Thursday, 11 00 am to 11 00 pm on Friday and Saturday,

Your gross sales may vary significantly depending on a number of factors, including the location of your Restaurant and how you operate your business

Corporate Locations	Gross Sales:	Average Gross Sales·	Median Gross Sales·
1 Great Neck	$247,874	$856,284	$1,123,700
2 Brooklyn	$1,197,279		
3 Broadway Mall	$1,123,700		

FOOD COST
Average – 29%

Footnote
Food cost is calculated as follows
Net food purchases (not including beverages) divided by TOTAL net sales

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For years 2016, 2017, 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company-Owned*	2016	2	2	0
	2017	2	3	+1
	2018	3	3	0
Total Outlets	2016	2	2	0
	2017	2	3	+1
	2018	3	3	0

* The Company-Owned Outlets reflected in the chart above are owned and operated by our Affiliate

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016, 2017, 2018

State	Year	Number of Transfers
None	2016	0
	2017	0
	2018	0
Total	2016	0
	2017	0
	2018	0

Table No 3
Status of Franchised Outlets
For years 2016, 2017, 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
None	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Table No 4
Status of Company-Owned Outlets
For years 2016, 2017, 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
New York	2016	2	0	0	0	0	2
	2017	2	1	0	0	0	3
	2018	3	0	0	0	0	3
Total	2016	2	0	0	0	0	2
	2017	2	1	0	0	0	3
	2018	3	0	0	0	0	3

The Outlets in the above chart are owned and operated by our Affiliate

Table No 5
Projected Openings as of December 31, 2018

States	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
New York	0	2	1
Total	0	2	1

BARRY KNEPPER
CERTIFIED PUBLIC ACCOUNTANT
736 VERONA DRIVE MELVILLE NEW YORK 11747

INDEPENDENT AUDITOR'S REPORT

To the Members
Burger Village, LLC

We have audited the accompanying financial statements of Burger Village LLC (the Company") which includes the balance sheets as of December 31 2018 and February 28 2018 and the related statements of operations and members' equity and cash flows for the period February 2 2018 to December 31 2018 and the related notes to the financial statements.

__Management s Responsibility for the Financial Statements__

Management is responsible for the preparation and fair presentation of financial statement in accordance with accounting principles generally accepted in the United States of America This includes the design implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error

__Auditor's Responsibility__

Our responsibility is to express an opinion on this financial statement based on our audit We conducted our audit in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor s judgment, including the assessment of the risks of material misstatement of the financial statement whether due to fraud or error In making those risk assessments the auditor considers internal control relevant to the entity s preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control Accordingly we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

In our opinion the financial statement referred to above presents fairly in all material respects the financial position of Burger Village LLC as of December 31,2018 and February 28,2018 in conformity with accounting principles generally accepted in the United States of America

Barry Knepper, CPA
April 4, 2019

comply with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to cure of any defaults incurred during the initial term of this Agreement, if applicable

3.4 Renewal Under Law

Even though we decline the renewal of your franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time If that happens, to the extent it is allowed by the applicable law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the renewal period begins If we are not then offering new franchises, your renewal period will be subject to the terms in the then-current Franchise Agreement that we indicate If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement

3.5 Your Election Not to Renew

For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the Franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to ~~us~~ any of the Renewal Franchise Documents required by us for a renewal franchise, together with payment of our then-current renewal fee, or if you provide written notice to us within the final sixty (60) days of the Initial Term or then-current renewal term, as the case may be, indicating that you do not wish to renew this Agreement

ARTICLE 4
FEES

The Department of Business Oversight requires that the franchisor defer the collection of all initial fees from California franchises until the franchisor has completed all its pre-opening obligations and franchisee is open for business

In the State of Illinois, all fees are deferred until all initial obligations owed the Franchisee by the Franchisor or affiliates have been completed and the Franchisee has commenced doing business/opened for business. However, you must execute the Franchise Agreement prior to looking for a site or beginning training This deferral has been imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition

4.1 Initial Franchise Fee

You shall pay to us an initial franchise fee of Forty Thousand Dollars ($40,000) which shall be paid upon the execution of this Agreement, less any amount credited against the initial franchise fee pursuant to the terms of a multi-unit development agreement between you (as multi-unit developer) and us The initial franchise fee is fully earned by us upon receipt and is not refundable under any circumstances

4.2 Royalty Fees

4 2 1 During the term of this Agreement, you shall pay to us, in partial consideration for the rights herein granted, a continuing weekly royalty fee of five percent (5%) of Gross Sales ("Royalty Fee") Such royalty fee shall be due and payable on Wednesday of each week based on the Gross Sales for the preceding week ending Sunday, provided that such day is a business day If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day

Schedule") Each Restaurant developed hereunder shall be located in the area described in Attachment E of this Agreement (hereinafter "Development Area") The Minimum Performance Schedule shall be deemed completed, and this Agreement shall expire, upon the opening of the last Burger Exotic Village and or Burger Village Restaurant to be developed hereunder

1 2 Each Restaurant for which a Development Right is granted hereunder shall be established and operated pursuant to a Franchise Agreement to be entered into between you and us in accordance with Section 3 1 hereof

1 3 Except as otherwise provided in this Agreement, we shall not establish, nor franchise anyone other than you to establish, a Restaurant in the Development Area during the term of this Agreement, provided you are not in default hereunder

1 4 This Agreement is not a Franchise Agreement and does not grant to you any right to use the Marks or System

1 5 You shall have no right under this Agreement to franchise others under the Marks or System

SECTION 2
DEVELOPMENT FEE; INITIAL FRANCHISE FEES

The Department of Business Oversight requires that the franchisor defer the collection of all initial fees from California franchises until the franchisor has completed all its pre-opening obligations and franchisee is open for business

In the State of Illinois, all fees are deferred until all initial obligations owed the Franchisee by the Franchisor or affiliates have been completed and the Franchisee has commenced doing business/opened for business. However, you must execute the Franchise Agreement prior to looking for a site or beginning training. This deferral has been imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition

2 1 In consideration of the development rights granted herein, you shall pay to us a Development Fee of ____________________________ Thousand Dollars ($____________), payable upon execution of this Agreement ("Development Fee") The Development Fee is calculated as one hundred percent (100%) of the initial franchise fee for the first Restaurant to be developed hereunder, plus a deposit equal to twenty-five percent (25%) of the initial franchise fee for each additional Restaurant to be developed hereunder

2 2 The Development Fee shall be fully earned by us upon execution of this Agreement, shall be non-refundable, and shall be for administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the Development Rights granted to you herein

2 3 The initial franchise fee payable for each Restaurant to be developed hereunder shall be Forty Thousand Dollars ($40,000)

2 4 The initial franchise fee for the first Restaurant has been paid in full in the Development Fee You shall execute the Franchise Agreement for the first Restaurant contemporaneously with your execution of this Agreement and a portion of the Development Fee will be used to satisfy the initial franchise fee for such first Restaurant in full For each additional Restaurant developed hereunder, we will apply a *pro rata* portion of the Development Fee toward the initial franchise fee due for such