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FRANCHISE DISCLOSURE DOCUMENT

GLOBAL ORANGE DEVELOPMENT, LLC
a Michigan limited liability company
2501 Coolidge Road, #302
East Lansing, Michigan 48823
Phone: (517) 482-8145
Email: feedback@biggby.com
Website: www.biggby.com

The BIGGBY® COFFEE franchise is a neighborhood cafe with offerings that include espresso based beverages, coffee, tea, other beverages, salads, sandwiches and baked goods, whole bean coffee, merchandise and coffee accessories.

The total investment necessary to begin operation of a BIGGBY® COFFEE franchise is from $161,350 to $319,100. This includes $15,000 to $30,500 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provision 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.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 30, 2016.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

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

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. *THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN MICHIGAN. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MICHIGAN THAN IN YOUR OWN STATE.

2. *THE FRANCHISE AGREEMENT STATES THAT MICHIGAN LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISK FACTORS CONCERNING THIS FRANCHISE.

*LOCAL LAW MAY SUPERSEDE THESE AND OTHER FRANCHISE AGREEMENT PROVISIONS. CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM IN THIS FRANCHISE DISCLOSURE DOCUMENT, WHICH, IF APPLICABLE, IS ATTACHED AS EXHIBIT L TO THIS FRANCHISE DISCLOSURE DOCUMENT.

Effective Date: See the next page for state effective dates.

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STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, if an effective date or exempt status is noted below for the state:

State	Effective Date or Status
Illinois	
Indiana	December 16, 2015
Michigan	December 22, 2015
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date noted on the cover page.

The states listed above may require specific disclosures and revisions to the Franchise Agreement. Those disclosures and revisions, if required, are contained in Exhibit L to the Disclosure Document.

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NOTICE UNDER MICHIGAN'S FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than five (5) years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

   a. the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;

   b. the fact that the proposed transferee is a competitor of the franchisor or sub-franchisor;

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c. the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and

d. the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor the right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision 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 subsection 3.

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.

IF FRANCHISOR'S MOST RECENT UNAUDITED FINANCIAL STATEMENT SHOWS A NET WORTH OF LESS THAN ONE HUNDRED THOUSAND ($100,000) DOLLARS, YOU HAVE THE RIGHT TO REQUEST THE ESCROW OF THE INITIAL INVESTMENT AND OTHER FUNDS PAID UNTIL OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED.

ANY QUESTIONS REGARDING THIS NOTICE MAY BE DIRECTED TO THE STATE OF MICHIGAN, DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE, 670 LAW BUILDING, LANSING, MICHIGAN 48913, TELEPHONE (517) 373-7117.

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT L TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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EXHIBITS

A LIST OF STATE ADMINISTRATORS

B LIST OF AGENTS FOR SERVICE OF PROCESS

C FRANCHISE AGREEMENT

D ADDENDUM TO FRANCHISE AGREEMENT – RENEWAL

E-1 ADDENDUM TO FRANCHISE AGREEMENT – TRANSFER

E-2 FRANCHISE SURRENDER AND RELEASE AGREEMENT -- TRANSFER

F ADVERTISING COOPERATIVE BY-LAWS AND MEMBERSHIP AGREEMENT

G TABLE OF CONTENTS OF OPERATIONS MANUAL

H CONFIDENTIALITY/NON-COMPETITION AGREEMENT

I LIST OF FRANCHISES

J LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM

K FINANCIAL STATEMENTS

L STATE SPECIFIC DISCLOSURES AND ADDENDA TO AGREEMENTS

M RECEIPT (2 COPIES)

APPLICABLE STATE LAW MAY REQUIRE CHANGES TO THE FRANCHISE AND OTHER AGREEMENTS. THESE CHANGES, IF ANY, ARE CONTAINED IN THE STATE SPECIFIC ADDENDA TO AGREEMENTS INCLUDED IN EXHIBIT L TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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

The Franchisor

The Franchisor is Global Orange Development, LLC. In this Franchise Disclosure Document, the Franchisor will be referred to as "we," "us," or "Global Orange," and the person who buys the franchise will be referred to as "you." If the prospective franchisee is a corporation, partnership, limited liability company or other entity, "you" will mean the entity and the owners of the entity.

We are a Michigan limited liability company formed on May 28, 1998. We do business under our corporate name and the following names: "BIGGBY®" and "BIGGBY® COFFEE". Our principal business address is 2501 Coolidge Road, #302, East Lansing, Michigan 48823. Our agents for service of process are listed on Exhibit B.

Parents, Predecessors and Affiliates

We do not have any parent companies. We have not had any predecessors in the last 10 years. Our affiliate, Global Orange, LLC, owns the BIGGBY® Trademarks and Systems and has granted us the exclusive right to license the BIGGBY™ Trademarks and Systems in connection with the BIGGBY® COFFEE franchises described in this Franchise Disclosure Document. See Item 13. Global Orange, LLC licenses a third party to sell BIGGBY® labeled products for resale at grocery and warehouse stores. Global Orange, LLC also licenses a third party to license retail establishments to purchase and sell BIGGBY® products and to use the BIGGBY® Trademarks in connection with the sale of those products to the public. The licensed establishments will generally be hotels, colleges, hospitals and similar locations that already sell coffee products and that want to add BIGGBY® COFFEE products for sale to their patrons. These establishments will not be part of the BIGGBY® COFFEE franchise system although Global Orange, LLC will have the right to ensure quality and uniformity standards are met. Except as may be described above, we do not have any affiliates that offer franchises in any line of business or that provide products or services to our franchisees. The principal business address for our affiliates is the same as our principal business address.

We have formed two non-profit corporations for management of our advertising fund and our E-card fund. The advertising fund is managed by BIGGBY COFFEE Advertising Fund, Inc., a Michigan non-profit corporation operated on a directorship basis. The E-card fund is managed by BIGGBY COFFEE Gift Card Fund, Inc., a Michigan non-profit corporation operated on a directorship basis. The principal business address of these entities is the same as our principal business address.

Franchisor's Business

We offer and sell BIGGBY® COFFEE franchises. We also sell products to our franchisees.

The BIGGBY® COFFEE Franchise

The BIGGBY® COFFEE franchise is a retail coffee-based business that operates a neighborhood cafe with offerings that include espresso based beverages, coffee, tea, other beverages, salad, sandwiches and baked goods, whole bean coffee, merchandise, and coffee accessories. The franchise will generally be operated from a free-standing, store front or strip

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center location of approximately 1,000 to 1,700 square feet. The BIGGBY® COFFEE franchise (sometimes referred to in this Franchise Disclosure Document as a "Store") will operate under our tradenames and trademarks, which are described in Item 13 of this Franchise Disclosure Document ("Trademarks" or "BIGGBY® Trademarks") and in accordance with our specifications for operating a business ("System" or "BIGGBY® System").

You acquire the right to operate a BIGGBY® COFFEE franchise by signing our standard Franchise Agreement (see Exhibit C). If you are renewing your BIGGBY® COFFEE franchise, you will sign our current standard Franchise Agreement as well as an Addendum to Franchise Agreement – Renewal ("Renewal Addendum") (see Exhibit D). The Renewal Addendum modifies some of the provisions of the standard Franchise Agreement to reflect your status as an existing franchisee. If you acquire an existing BIGGBY® COFFEE franchise by transfer from another franchisee, you may sign our standard Franchise Agreement as well as an Addendum to Franchise Agreement – Transfer ("Transfer Addendum") (see Exhibit E-1). The Transfer Addendum modifies some of the provisions of the standard Franchise Agreement to reflect the fact that you are acquiring an open and operating BIGGBY® COFFEE franchise. In a transfer situation, the selling franchisee will sign a Franchise Surrender and Release Agreement-Transfer (see Exhibit E-2).

Market and Competition

The BIGGBY® COFFEE franchise will primarily serve the public within the vicinity of the franchise location. The market for coffee businesses is developing. There is substantial competition in the retail coffee business. Examples of competitors include national, regional and local, franchised and independently owned coffee businesses, mail order, restaurants, grocery stores, bulk food stores, department stores and convenience stores.

Regulations

There are no regulations specific to the industry in which the BIGGBY® COFFEE franchise operates. You must, however, become familiar with federal, state and local laws regulating food businesses generally.

In addition, you must ensure compliance with Payment Card Industry ("PCI") Data Security Standard ("DSS") Requirements and Security Assessment Procedures and other applicable PCI requirements ("PCI Requirements"). The purpose of the PCI Requirements is to ensure the protection and privacy of customer information and credit card numbers. The PCI Requirements require secured data connections and other steps to protect information. The PCI Requirements are substantial and complex and change regularly, so you must devote material business and management time and effort to your compliance efforts. You could incur significant liability if there is credit card fraud and you have not complied with the PCI Requirements.

There may be other laws and regulations applicable to your business and we urge you to make inquiries about any laws or regulations that may impact your business.

Prior Business Experience

We do not operate a business of the type to be operated by our franchisees. Our affiliates operated businesses of the type to be operated by our franchisees from July 1994 to September 2005. We have offered franchises for the type of business to be operated by our franchisees since February 1999. Our affiliates have not offered franchises for the same type of business to be

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operated by our franchisees. We and our affiliates have not offered franchises in any other line of business.

ITEM 2—BUSINESS EXPERIENCE

Robert P. Fish; Managing Member and President/CEO.

Mr. Fish is a co-founder and has been a managing member of Global Orange since its formation in May 1998 and has been President/CEO since April 2016. From January 2002 to April 2016, Mr. Fish was CEO of Global Orange. Mr. Fish has been a Director and President of Global Orange, LLC since it was incorporated in May 1998.

Michael J. McFall; Managing Member and President/CEO.

Mr. McFall has been a managing member of Global Orange since its formation in May 1998 and has been President/CEO since April 2016. From January 2002 to April 2016, Mr. McFall was President of Global Orange. Mr. McFall has been a Director and Vice President of Global Orange, LLC since it was incorporated in May 1998.

Antonio DiPietro; Bond Sphere Director.

Mr. DiPietro has been with Global Orange since September 2001. Mr. DiPietro has been Bond Sphere Director for Global Orange since April 2016. From March 2013 to April 2016, Mr. DiPietro was Director of Franchise Development for Global Orange. From January 1, 2005 to March 2013, Mr. DiPietro was Director of Operations for Global Orange. From September 2001 to January 1, 2005, Mr. DiPietro was a District Manager for Global Orange.

Jeremy Wayne DeRuiter; Brand Sphere Director.

Mr. DeRuiter has been Brand Sphere Director for Global Orange since April 2016. From March 2013 to April 2016, Mr. DeRuiter was Director of Operations for Global Orange. From May 1, 2004 to March 2013, Mr. DeRuiter was Director of Training for Global Orange. Mr. DeRuiter has been employed by Global Orange since January 2003, and previously held positions as Office Manager and Marketing Coordinator. From August 2000 to August 2003, Mr. DeRuiter was a Store Trainer and Assistant Manager for N.M.D. Enterprises, which operated a BIGGBY® COFFEE Store in Okemos, Michigan.

Stephanie Lynn Schlichter; Best Sphere Director.

Mrs. Schlichter has been Best Sphere Director for Global Orange since April 2016. From October 2015 to April 2016, Mrs. Schlichter was Profitability Manager for Global Orange. From April 2013 to October 2015, Mrs. Schlichter was Operations Manager for Global Orange. Mrs. Schlichter has been employed by Global Orange since October 2007, and previously held positions as Franchise Profitability Coach and Franchise Support Team for Global Orange.

ITEM 3—LITIGATION

CIT Small Business Lending Corporation v. Legal Beans, LLC, et al. and Legal Beans, LLC v. Global Orange Development, LLC, et al. (Macomb County Michigan Circuit Court Case No. 09-

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1907-CK). CIT Small Business Lending Corporation ("CIT") filed this action against a former BIGGBY® COFFEE franchisee and its guarantors for collection of amounts owed. On June 10, 2009, the former franchisee and its guarantors filed a third party complaint against us, the landlord of the location and another BIGGBY® COFFEE franchisee. The third party plaintiffs alleged that we made fraudulent misrepresentations or innocent misrepresentations regarding the potential sales, the value of the rental property and the ability of the franchise to meet rental obligations. The third party plaintiffs also alleged that we tortiously interfered with their relationship with CIT and that we conspired with other parties to tortiously interfere with their business relationships and business opportunities and to replace third party plaintiffs with another franchisee. The third party plaintiffs requested compensatory damages in an amount in excess of $25,000. The court dismissed, after a hearing on our motion, the former BIGGBY® COFFEE franchisee's claims against us for fraud, innocent misrepresentation and breach of contract. With respect to the remaining claims against the parties, the matter was settled and the case was dismissed with prejudice as to all parties on May 3, 2011. Under the terms of the settlement, we denied all liability, but paid $10,000 to the plaintiff CIT, on behalf of the former BIGGBY® COFFEE franchisee, to avoid the ongoing cost of litigation.

Donald Smith v. Global Orange Development, LLC (Ingham County Michigan Circuit Court Case No. 061511CK). The plaintiff, a BIGGBY® COFFEE franchisee and area developer, filed this action on November 30, 2006. The plaintiff alleged that we told him there were suitable sites for franchises in his development area, but that there were not. He claimed our statements constituted fraudulent inducement, fraudulent misrepresentation, negligent/innocent misrepresentation, silent fraud, a violation of the Michigan Franchise Investment Law, negligence and a mutual mistake. The plaintiff requested rescission of the franchise agreement and area development agreement, a return of his franchise fee, his costs and attorney's fees. We denied the plaintiff's allegations. Effective June 15, 2008 the parties agreed to a settlement that terminated the franchise agreement and area development agreement and we agreed to pay the plaintiff $50,000 over time. The case was dismissed with prejudice on July 22, 2008.

Our Daily Grind, LLC v. Global Orange Development, LLC (Ingham County Michigan Circuit Court Case No. 07-1005-CK). The plaintiff, a BIGGBY® COFFEE franchisee, filed this action on July 25, 2007. We terminated two of the plaintiff's franchise agreements for failure to develop Stores as required under the franchise agreement. The plaintiff alleged in this lawsuit that we promised to provide revised specifications for build-out of a Store and failed to provide those specifications and that is the reason the plaintiff was not able to timely develop the Stores. The plaintiff claimed our actions constituted a breach of contract and fraudulent or innocent misrepresentation. The plaintiff requested compensatory damages in excess of $25,000 and exemplary damages in excess of $25,000. We denied the plaintiff's allegations. The parties agreed to a settlement under which we agreed to pay the plaintiff $12,500. The case was dismissed with prejudice on August 4, 2008.

Kristopher L. Jones and Charles J. Dennis v. Global Orange Development, LLC, et al. (Ingham County Circuit Court Case No. 08-33-CK). The plaintiff, a BIGGBY® COFFEE franchisee and area developer, filed this action on January 11, 2008. The plaintiff alleged that we sold a franchise in his exclusive area before his franchise agreement and area development agreement expired (they have now both expired) and that we prevented plaintiffs from selling their rights in their development areas. Plaintiff claimed that our actions constituted breach of contract, unjust enrichment, breach of implied covenant of good faith and fair dealing, fraudulent misrepresentation and negligent misrepresentation. Plaintiffs requested a return of fees they paid in the amount of $50,000 as well as lost profits from the sale or operation of their franchise, compensatory damages, exemplary damages, costs and attorneys' fees. We denied the plaintiffs' claims. The

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parties agreed to a settlement under which we agreed to pay the plaintiff $25,000 over time. The case was dismissed with prejudice on October 22, 2008.

Other than these actions, no litigation is required to be disclosed in this Franchise Disclosure Document.

ITEM 4—BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5—INITIAL FEES

Initial Franchise Fee

You must pay an initial franchise fee of $15,000. Under policies we have in place at this time, we charge reduced initial franchise fees to existing BIGGBY® COFFEE franchisees who open additional BIGGBY® COFFEE franchises. If you already own one or more other BIGGBY® COFFEE franchises at the time of signing of the Franchise Agreement, you will pay a reduced fee equal to one-half of the initial franchise fee being charged at the time of the purchase. If you already own ten or more other BIGGBY® COFFEE franchises at the time of signing of the Franchise Agreement, you will pay a reduced fee equal to one-third of the initial franchise fee being charged at the time of the purchase. We may change these policies in the future.

The initial franchise fee is payable in full at the time you sign the Franchise Agreement. The initial franchise fee is earned at the time of payment and is not refundable under any circumstances.

Except as provided above, all new franchisees pay the same initial franchise fee.

Other Amounts Paid to Us Before Opening

We are an approved supplier, but not the only approved supplier of some items you must acquire to develop your Store, so you may purchase some of these items from us before opening your Store. These items may include some supplies and materials, including mugs and other merchandise and temporary signage. If you purchase these supplies and materials from us, we estimate the cost will range from $4,000 to $4,500. Items purchased from us may also include your POS system (see Items 8 and 11). If you purchase the POS system from us, we estimate the cost will range from $6,000 to $11,000. These amounts will be paid when you order the items and your payments are not refundable.

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ITEM 6—OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty	5% of Net Sales. [2]	The next business day—paid by electronic funds transfer (EFT) that we initiate	Net Sales include all revenues from the franchise business minus sales taxes paid, discounts and refunds.[2]
Advertising Fund Contribution	The greater of: (a) $100 per week; or an amount specified by us, not to exceed 3% of Net Sales (currently 3% of Net Sales).	The next business day—paid by EFT that we initiate	As of the date of this Franchise Disclosure Document, the advertising fund contribution is 3% of Net Sales. The amount we specify may be changed on 30 days written notice. Advertising fund contributions are paid to BIGGBY COFFEE Advertising Fund, Inc.
Minimum Local Advertising	Up to 3% of Net Sales	Must be spent monthly	You must spend, on a monthly basis, an amount specified by us, not to exceed 3% of Net Sales, for advertising in your local market. This amount may be spent by you alone or through joint or cooperative advertising.[3]
Product Purchases	Will vary under circumstances	As specified by vendor	You must purchase coffee, tea, syrup and other designated products from a designated supplier.
Maintenance and Repairs	Actual cost to us	On receipt of billing	If you fail to maintain your Franchise Location, we may do so at your expense.
Refurbishing	Actual cost	As incurred	In addition to regular maintenance obligations, you must refurbish, update, upgrade, construct and/or improve your franchise location and the equipment, fixtures and signs at your franchise location within six months of our request. There is no limit on the frequency with which we may request that you refurbish.
Technology Fee	Amount determined by us, not to exceed $200 per month (currently $30 per month)	10th day of each month—paid by EFT that we initiate	We may use this fee for: expenses relating to development and maintenance of business software; license, renewal and maintenance fees for proprietary and/or third party software; to cover expenses relating to maintaining and servicing a centralized email system and data warehousing; and other expenses relating to technology.

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Type of Fee[1]	Amount	Due Date	Remarks
Annual Conference Fees	Amount determined by us, not to exceed $500 per person (currently $150)	Within 30 days of notice of the conference	You must pay this fee whether or not you attend the annual conference.
Insurance	Actual cost to us	On receipt of billing	If you fail to purchase insurance for your Store, we may do so at your expense.
Franchisee Association Dues	Amount determined by association	As specified by the association	If the Company designates a franchisee association, you must participate and pay any dues imposed by the association. We currently do not designate a franchisee association.
E-card Program	No fee is charged for participation. Overpayments or underpayments are reconciled quarterly	Overpayments and underpayments are paid or received by you quarterly by EFT that we initiate	See Note 4 for an explanation of the program.
Additional Training	We currently do not charge for additional training if you attend our regular training programs. If you request additional on-demand training, the charge is $150 per day plus travel, room and board expenses of $.20 per mile if driving, up to $600 combined air fare and rental car, and $140 room and board per night	Before additional training	You may be required to attend and pay a reasonable fee for additional training programs.[5]
Late Charge, NSF Fees and Interest	$25.00 per month late charge, NSF fees equal to charge we incur, but not less than $30.00, and 1.5% per month interest	On receipt of billing	These charges must be paid on all overdue amounts.

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Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee	If the transferee is an existing BIGGBY® COFFEE franchisee in good standing, the fee is $5,000; for all other transfers the fee is $15,000 and includes training for the transferee	Before closing of the transfer	Paid if you transfer your franchise or a controlling interest in the franchise.
Renewal Fee	10% of the initial franchise fee in effect at the time of renewal	At the time of renewal	Paid if you renew your franchise at the end of the initial term of the franchise. If you do not sign the applicable documents and pay the renewal fee before the expiration of the initial term of the franchise, the renewal fee increases by $5,000.
Audit and Inspection Expenses	Cost of audit or inspection	On receipt of our billing	This cost must be paid if the audit is necessary because of your failure to furnish reports or financial information, or the audit discloses an understatement of 3% or more, or if we must make more than one inspection within a 12 month period because of your failure to comply with the Franchise Agreement.
Damages for Failure to Open Store	$27,000	At the time of termination	We are entitled to these damages if we terminate the Franchise Agreement because of your failure to find a location or to open your Store as specified in the Franchise Agreement.
Indemnification	Amount will vary under circumstances	As incurred	You must reimburse us if we incur liability from the operation of your franchise.
Costs and Attorneys fees	Amount will vary under circumstances	As incurred	You must reimburse us for costs and attorneys fees if we prevail in a judicial proceeding or if we engage a lawyer because of your failure to comply with the Franchise Agreement.
Technology Maintenance and Update Services	Currently $82.50 to $104.50 per month	10th day of each month—paid by EFT that we initiate	We offer maintenance and update services for the POS System used in the franchise business. You are not required to use our services.

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Notes to Item 6 Table

(1) All fees are imposed by and payable to us except minimum local advertising expenses and refurbishing expenses. All fees paid to us are non-refundable.

You must make all payments to us by electronic funds transfers (automatic bank transfers). You must install, at your expense, and use pre-authorized payment and computerized point-of-sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking systems as we may specify. We may specify these requirements to fulfill any business purpose reasonably related to the operation of your Store and the Franchise System and to allow us to access reports of Net Sales and other information and to initiate electronic or other transfers of all payments you are required to make to us.

(2) The Franchise Agreement defines Net Sales as the entire amount of the franchisee's revenues from the ownership or operation of the franchise business or any business at or about the franchise location including the proceeds of any business interruption insurance and any revenues received from the lease or sublease of a portion of the franchise location, whether the revenues are evidenced by cash, credit, checks, gift certificates, electronic payment, digital currency, food stamps, coupons and premiums (unless exempted by us), services, property or other means of exchange, minus: (a) the amount of any sales taxes that are collected and paid to the taxing authority; (b) discounts given to customers if the non-discounted price is included in the revenues; and (c) cash refunded and credit given to customers and receivables uncollectible from customers if the cash, credit or receivables are or were included in revenues. Revenues are deemed received by the franchisee at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Revenues of property or services (for example, "bartering" or "tradeouts") are valued at the prices applicable to the products or services exchanged for those revenues at the time the revenues are received.

(3) The amount specified by us may vary between franchisees depending on the type of Store operated by the franchisee and the demographics of the area in which the Store is located. You must provide documentation to our reasonable satisfaction that you have spent the required amount of local advertising. If you do not provide documentation or do not spend the required amount of local advertising, you must pay the amount not satisfactorily documented or not spent to us on demand. These funds will be placed in the advertising fund to be used at our discretion. If you participate in joint advertising, you will pay your proportionate share of each advertisement. If an advertising cooperative has been or is formed for your market, the cooperative may require advertising fees be paid to the cooperative (in addition to the advertising fund contributions you are required to make to us), but only if authorized by a majority vote of the members of the cooperative. As of the date of this Franchise Disclosure Document, advertising cooperatives have required advertising contributions to the cooperative of up to 1.5% of Net Sales. Any amounts that you spend for joint advertising or cooperative advertising will count towards your minimum local advertising obligations.

(4) You must participate in any gifts cards, electronic gift or money cards (E-cards), frequency cards (BIGGBY Cards), awards programs (E-wards), or other programs specified by us and honor all such cards, awards, and other programs issued by us or by other franchise owners in accordance with our policies. We or a person designated by us will administer

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any of these programs specified by us. We may charge an administrative fee for administrating those programs. You must provide us with all information collected and databases created in connection with these programs. We currently specify participation in our E-card program. You will sell E-cards and redeem E-cards. On a quarterly basis we reconcile your sales and redemptions. If your sales exceed redemptions, you must pay the difference to the E-card fund. If your redemptions exceed sales, the E-Card fund will pay you the difference. We have the right to incorporate the E-card fund or manage the E-card fund through a separate entity whenever we deem appropriate. We may assign some or all of our rights and duties related to the E-card fund to the separate E-card fund entity. We may change the separate-card fund entity or assign management of the E-card fund back to us at any time in our discretion. Currently, the E-card fund is managed by BIGGBY COFFEE Gift Card Fund, Inc. BIGGBY COFFEE Gift Card Fund, Inc. is managed by three directors. Two of the directors are our employees and one of the directors is a franchisee representative. We do not currently charge any fees for administering the E-card program. We also currently specify participation in our frequency card and E-wards programs.

(5) Any additional training fees will be uniform as to all persons attending training at that time and will be based on our out-of-pocket expenses plus a per diem rate for the training personnel.

ITEM 7—ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount (low)	Estimated Amount (high)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$15,000 (1)	$15,000	Lump sum	At the time the Franchise Agreement is signed	Global Orange
Real Property Rental(2)	$1,500	$21,000	As arranged	As specified in lease	Third Party Landlord
Leasehold Improvements(3)	$60,000	$130,000	As arranged	As arranged	Designers and Contractors
Equipment, Furniture and Decor(4)	$46,000	$52,000	As arranged	As arranged	Global Orange and Suppliers
Blueprints, Plans and Permits(5)	$4,000	$9,000	As arranged	As arranged before opening	Architect, Space Planner, and Equipment Supplier
Signage (Interior/Exterior)(6)	$7,000	$15,000	As arranged	As arranged before opening	Signage Supplier
Initial Inventory(7)	$10,000	$14,000	As arranged	As arranged	Food Service Suppliers and Global Orange

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Type of Expenditure	Estimated Amount (low)	Estimated Amount (high)	Method of Payment	When Due	To Whom Payment is to be Made
Insurance-General Liability, Property and Workers Compensation(8)	$3,500	$4,500	As arranged	As arranged before opening	Insurance Agent
Utility Expense(9)	$800	$3,600	As arranged	Monthly/ Quarterly	Utility Company
License Permits and Other(10)	$1,000	$2,500	Lump sum	As incurred	Public Agencies, Equipment Suppliers, Landlord
Initial Advertising and Grand Opening Promotions(11)	$5,000	$5,000	As arranged	As arranged	Advertising Media
Miscellaneous Travel and Living Expenses for Training	$500	$5,000	As arranged	As incurred	Travel Company, Hotels, Restaurants
Organizational Expenses	$2,050	$2,500	As arranged	As arranged	Lawyer, Accountant
Additional Funds-3 months(12)	$5,000	$40,000	As incurred	As incurred	Global Orange, Various Suppliers and Employees
Total Estimated Initial Investment(13)(14)(15)	$161,350	$319,100			

Notes to Item 7 Table

(1) The initial franchise fee is $15,000. We charge a reduced franchise fee to existing BIGGBY® COFFEE franchisees that open additional BIGGBY® COFFEE franchises. See Item 5.

(2) You will probably lease space for a free-standing, store front or strip center location of approximately 1,300 to 1,700 square feet. Rent rates per square foot may vary substantially per site. We estimate that your monthly rent (which includes only base rent) will range from $1,500 to $7,000 depending on size and location. You may also be responsible for common area maintenance and other charges under the lease. At the time of signing your lease, you may be required to pay a lease deposit equal to one or two month's rent and the first month's rent. Your rent may be subject to escalation charges based on inflation or may be based on a percentage of gross sales. If you purchase and construct your franchise location, your expenses will be significantly greater. We do not have any estimates of the cost to purchase or build a franchise location.

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(3) Leasehold improvements must conform to our standard specifications and local ordinances. In some situations your landlord may pay for some or all of the costs for leasehold improvements. We may authorize, but do not require our franchisees at this time to include a drive through window at the franchise location. If you do include a drive-through at your franchise location, your total investment may increase by approximately $20,000 to $25,000, but that could vary depending on the specifics of your site.

(4) Equipment, furniture and fixtures must conform to our standard specifications. See note (3) regarding additional costs relating to drive-throughs. This category includes the POS system that you may purchase from us (see Item 5).

(5) You will need to have detailed plans drawn up for your specific location by an approved architect.

(6) The price for signage will vary depending on the type of site and local ordinances for outdoor signage. See note (3) regarding additional costs relating to drive-throughs.

(7) This category includes the supplies and materials that you will need to begin operation of your Store, including milk, coffee beans, paper cups, napkins and other supplies you will purchase from third party suppliers and mugs and other merchandise that you may purchase from us (see Item 5).

(8) This estimate is for one year of coverage. Alternate quarterly payment arrangements can possibly be made. The insurance coverage you are required to purchase includes:

- Commercial General Liability: Covering Premises/Operations, Products/Completed Operations, Personal Injury and Advertising Injury, Blanket Contractual Liability, XCU and Independent Contractors in the following limits:

o General Aggregate Limit	$2,000,000
o Products/Completed Operations Aggregate	$2,000,000
o Personal and Advertising Injury Limit	$1,000,000
o Each Occurrence Limit	$1,000,000

- Workers' Compensation: As required by laws in Michigan and any other state in which work is being performed. This policy must include the "waiver of subrogation" endorsement form #WC 00 03 13, scheduling Global Orange Development, LLC. The Employers Liability must have limits of at least:

o Bodily Injury by Accident	$100,000 Each Accident
o Bodily Injury by Disease	$500,000 Policy Aggregate
o Bodily Injury by Disease	$100,000 Each Employee

- Auto Liability Insurance, owned and/or non-owned auto, with a minimum limit of $1,000,000 (covering automobiles owned by franchisee and used by the owner and/or its employees).

- Property Insurance with a minimum limit to include the value of fixtures, equipment, signs, etc. (including, but not limited to, fire, extended coverage, theft, vandalism and malicious mischief).

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- Umbrella/Excess Liability policy with a minimum limit of $1,000,000 of additional coverage

If you are approved to offer off-site service, additional insurance coverage will be required.

(9) Utility company rates vary for different areas. Also, deposits may be required.

(10) This category covers business licenses, building permits, base deposits, equipment deposits and other landlord requirements.

(11) You must prepare a grand opening advertising plan in compliance with the criteria specified by us. You must timely implement the approved grand opening advertising plan at your cost. You must spend a minimum of $5,000 to implement the grand opening advertising plan. Unless otherwise provided in your approved grand opening advertising plan, you must implement the grand opening advertising plan within the period beginning two months before the opening of your franchise and ending two months after the opening of your franchise. You must provide the documentation specified by us to show that you have spent the required amount on grand opening advertising within the specified time frame. If you do not provide the specified documentation or you do not spend the required amount on grand opening advertising, you must pay the amount not documented or spent to us on demand. We will place those funds in the advertising fund to be used at our discretion.

(12) This category covers expenses you may incur during the 3 month initial phase of your franchise. These expenses may include royalty, advertising fees, insurance premiums, payroll costs, additional inventory and supplies, etc. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs during this initial phase will depend on factors including: how you follow our procedures; your management skill, experience and business abilities; local economic conditions; the local market for the franchise's product; the prevailing wage rates; competition; and the sales level reached during this initial phase. You may need additional funds to cover expenses of your franchise beyond the three month period and in the Franchise Agreement you acknowledge that it could take 36 months or more for your franchise business to produce a positive cash flow.

(13) We relied on our and our franchisees' experience to compile these estimates (see Item 1). You should of course review these figures carefully with a business advisor before making any decision to purchase the franchise.

(14) Except as noted, none of the payments to us are refundable. The refundability of payments to other parties is determined by your agreement with those parties.

(15) We do not offer any financing for any part of your initial investment.

Since we are assuming that you will lease the premises for your franchise location, the estimated investment above does NOT include the cost of buying real estate. We urge you to retain the services of an experienced accountant or financial adviser in order to develop a business plan and financial projections before you purchase your franchise.

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