

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): September 28, 2021

BURGERFI INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

001-38417
(Commission
File Number)

Delaware
(State or Other Jurisdiction
of Incorporation)

82-2418815
(I.R.S. Employer
Identification No.)

105 US Highway 1
North Palm Beach, Florida
(Address of Principal Executive Offices)

33408
(Zip Code)

(561) 844-5528
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	BFI	The Nasdaq Stock Market LLC
Redeemable warrants, each exercisable for one share of common stock at an exercise price of \$11.50 per share	BFIW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed, on September 8, 2021, BurgerFi International, Inc., a Delaware corporation (the “Company”), received notice from Ross Goldstein that he was resigning (the “Resignation”) as the Company’s Chief Legal Officer and Secretary, effective September 30, 2021.

In connection with the Resignation, on September 28, 2021, the Company and Mr. Goldstein entered into a Separation and General Release Agreement (the “Separation Agreement”), pursuant to which Mr. Goldstein has undertaken limited continuing obligations (the “Continuing Obligations”) to the Company until January 2, 2022 and provided a release of claims against the Company in exchange for an award of 7,500 unrestricted shares of common stock of the Company, which shall be effective October 5, 2021, pursuant to an award agreement (the “Award Agreement”). Notwithstanding the foregoing, Mr. Goldstein has the ability to revoke the Separation Agreement within seven (7) days of his execution thereof, which execution occurred on September 28, 2021, and in the event of such revocation, the Award Agreement shall become null and void and the Company shall have no obligations under it.

The Separation Agreement and Award Agreement are attached as Exhibits 10.1 and 10.2 hereto and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit

No.	Description
10.1	Separation Agreement dated September 28, 2021 by and between the Company and Ross Goldstein.
10.2	Unrestricted Stock Award Agreement dated September 28, 2021 by and between the Company and Ross Goldstein.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: October 4, 2021

BURGERFI INTERNATIONAL, INC.

By: /s/ Julio Ramirez
Julio Ramirez
Chief Executive Officer

SEPARATION AND GENERAL MUTUAL RELEASE AGREEMENT

THIS SEPARATION AND GENERAL MUTUAL RELEASE AGREEMENT (the “Agreement”) is entered into between Ross Goldstein (the “Executive”) and BurgerFi International, Inc. (“BurgerFi”) (collectively, the “Parties”), as follows:

Terms and Conditions

1. **Separation of Employment.** Executive and BurgerFi hereby agree that Executive gave notice of termination of employment on September 8, 2021, and that Executive’s final day of employment will be September 30, 2021 (the “Separation Date”). Executive will be paid all accrued compensation through and including the Separation Date.

2. **Consideration.** In consideration for the release in paragraph 3 below and for Executive’s performance of the Continuing Obligations as such term is defined in paragraph 4 below, BurgerFi agrees to grant to Executive 7,500 Shares of Unrestricted Stock (the “Stock Grant”) pursuant to the BurgerFi 2020 Omnibus Equity Incentive Plan (the “Equity Incentive Plan”). Executive and BurgerFi shall enter into an Unrestricted Stock Agreement (as such term is defined in the Equity Incentive Plan) with respect to the Stock Grant. If BurgerFi does not deliver the Stock Grant pursuant to the Unrestricted Stock Agreement, whether to confirm to laws, rules or regulations or otherwise, this Agreement will be null and void and neither Executive nor BurgerFi shall have any obligations under it.

3. **Release by Executive.** In exchange for the Stock Grant, Executive releases and gives up any and all waivable claims and rights that Executive may have against BurgerFi, its parents, subsidiaries, affiliates and divisions, and each of their respective past and present officers, directors, members, shareholders, executives, agents, representatives, consultants, fiduciaries, attorneys, insurers, benefit plans, plan administrators and joint venture partners, and all of their respective predecessors, successors and assigns (collectively, “Releasees”). This releases all waivable claims resulting from anything that has happened up through the date that Executive signs this Agreement, including those claims of which Executive is not aware and those not specifically mentioned in this Agreement, regardless of whether such claims are asserted or unasserted, suspected or unsuspected, accrued or not yet accrued. Without limiting the generality of the foregoing, Executive specifically releases all claims relating to: (i) Executive’s employment by BurgerFi, the terms and conditions of such employment, Executive benefits related to Executive’s employment, Executive’s separation from employment, and/or any of the events relating directly or indirectly to or surrounding such separation; (ii) any and all claims of discrimination (including harassment), whistleblowing or retaliation in employment (whether based on federal, state or local law, statutory or decisional), including without limitation, all claims under the Age Discrimination in Employment Act of 1967 (the “ADEA”) (this release is meant to comply with the Older Workers Benefit Protection Act (“OWBPA”), 29 U.S.C. § 621 *et seq.*, which statute was enacted to, among other things, ensure that individuals forty (40) years of age or older who waive their rights under the ADEA do so knowingly and voluntarily), the Worker’s Adjustment and Retraining Notification Act (“WARN”), Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), the Americans with Disabilities Act, as amended (“ADA”), the Civil Rights Act of 1991, the Pregnancy Discrimination Act (“PDA”), the Reconstruction Era Civil

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BurgerFi’s Initials /s/ JR

Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act (“EPA”), the Family and Medical Leave Act, as amended (“FMLA”), The Families First Coronavirus Response Act (“FFCRA”), the Fair Labor Standards Act (“FLSA”), the Executive Retirement Income Security Act (“ERISA”) (other than claims with regard to vested benefits), Sections 503 and 504 of the Rehabilitation Act of 1973, the Occupational Safety and Health Act (“OSHA”), COBRA, the National Labor Relations Act (“NLRA”), the Families First Coronavirus Relief Act (“FFCRA”), the Florida Civil Rights Act of 1992 (“FCRA”) f/k/a Human Rights Act of 1977, § 725.07, Fla. Stat., any and all claims/actions for retaliation that have been or could have been raised under Florida’s Workers’ Compensation statute (Florida Statute § 440.205), the Florida Private Sector Whistle-Blower Act (Fla. Stat. § 448.101-105), the Florida Equal Pay Act, any claims under Fla. Stat. § 448.08 for unpaid wages, and waivable rights under the Florida Constitution, or any state or local discrimination (including harassment), whistle blowing or retaliation law; (iii) any and all waivable claims for unpaid wages under any state or local law; (iv) any and all claims for violation of any state or local wage and hour law; (v) any and all waivable rights under the Constitution of the state in which Executive resides or performed work for BurgerFi; (vi) any and all claims for wrongful discharge; (vii) any and all claims for damages of any kind whatsoever, including without limitation compensatory, punitive, treble, liquidated and/or consequential damages; (viii) any and all claims under any contract, whether express or implied; (ix) any and all claims for unintentional or intentional torts, emotional distress and pain and suffering; (x) any and all claims for violation of any statutory or administrative rules, regulations, ordinances or codes; and (xi) any and all claims for attorneys’ fees, paralegals’ fees, costs, disbursements, wages, leave, bonuses, benefits, vacation and/or the like. Executive represents that Executive knows of no claim against the Releasees that Executive has that has not been released by this paragraph. Executive understands and agrees that this Agreement is binding on Executive and on anyone who succeeds to Executive’s rights. Executive further understands that this Agreement and the general release do not waive rights or claims that may arise after the date that this Agreement is signed by him or rights or claims that cannot be waived as a matter of law (such as claims for unemployment compensation benefits and workers’ compensation benefits).

4. Executive’s Continuing Obligations. Executive agrees, upon the request of BurgerFi or any of the other Releasees, to be available to consult with and provide information to BurgerFi or counsel for BurgerFi with respect to BurgerFi-related matters, including any due diligence, organizational or compliance matters, franchise matters, or investigation, litigation, arbitration, or regulatory proceeding regarding events that occurred during Executive’s tenure with BurgerFi (the “Continuing Obligations”). Executive will remain reasonably available to perform the Continuing Obligations from the Separation Date to and including January 2, 2022, during non-working hours (i.e., the times that Executive is not actively at work for his then current employer). To the extent permitted by law, BurgerFi will reimburse Executive for reasonable out-of-pocket expenses Executive incurs in performing the Continuing Obligations, so long as Executive provides advance written notice of Executive’s request for reimbursement and provides satisfactory documentation of the expenses.

5. Release by BurgerFi. In exchange for Executive’s agreement to perform the Continuing Obligations and Executive’s general release of claims, BurgerFi hereby releases and discharges Executive from any and all claims it or any Releasee may have against Executive at the time of the execution of this Agreement. This waiver includes any claims under any federal, state or local laws, or for breach of contract, or for any other tort, common law or contract claim,

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including claims for attorneys fees, costs, and/or expenses. BurgerFi expressly acknowledges that the release and waiver of claims set forth herein includes all claims that have arisen up to the date of this Agreement, whether or not such claims have been asserted and whether or not such claims are known to BurgerFi at the time of the making of this Agreement, including without limitation, any claims arising under or related to the BurgerFi restaurants owned or claim to be owned, indirectly or directly, by John Rosatti and/or Adam Rosatti (collectively, the "Rosatti Matters"). Notwithstanding the foregoing, the release provided in this paragraph 5 does not include claims arising from Executive's fraud or intentional misconduct. In the event that any third-party claims are brought against Executive related to any matters arising during the course of Executive's employment with BurgerFi, including without limitation, the Rosatti Matters, BurgerFi will indemnify and hold harmless Executive from any and all costs incurred by Executive as a result thereof, including attorneys' fees and defense costs, in accordance with BurgerFi's officer indemnification policies and BurgerFi's insurance policies.

6. Taxes and Indemnification. Executive agrees to pay any and all taxes (other than BurgerFi's share of payroll taxes) found to be owed from the Stock Grant and to indemnify and hold BurgerFi harmless for any federal, state and local tax liability, including taxes, interest, penalties or the like, and required withholdings, which may be or are asserted against or imposed upon the Releasees by any taxing authority as a result of Executive's non-payment of taxes for which Executive is legally responsible. Executive understands and agrees that any necessary tax documentation, such as IRS Form W-2s, may be filed by BurgerFi with regard to monies or other compensation paid under this Agreement. Executive and BurgerFi acknowledge that nothing herein shall constitute tax advice to the other party.

7. Confidentiality. Notwithstanding any Executive confidentiality obligations, BurgerFi acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. BurgerFi further acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

8. Incitement of Claims/Participation in Claims. Executive agrees that Executive will not encourage or incite any person including, but not limited to, other current or former Executives of BurgerFi to disparage, to assert any complaint or claim in federal or state court against Releasees. Executive also agrees not to participate, cooperate or assist in any manner, whether as a witness, expert, consultant or otherwise, in any lawsuit, complaint, charge or other proceeding involving BurgerFi or any of the other Releasees as a party unless requested to do so by BurgerFi, compelled by subpoena or court order. Executive acknowledges that any incitement of others to file such claims or participation in such claims by Executive would constitute a material breach of this Agreement.

9. Non-Interference. Nothing in this Agreement shall interfere with Executive's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), the Securities and Exchange Commission ("SEC") or any other federal, state or local governmental agency or commission ("Government Agencies"). Further, Executive does not release the right to recover a bounty or reward from the SEC in connection with the disclosure of information associated with any investigation conducted by the SEC, if applicable. However, the consideration provided to Executive in this Agreement shall be the sole relief provided to Executive for the claims that are released by Executive herein and Executive will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such claim, without regard to who has brought such claim.

Executive's Initials /s/ RG

BurgerFi's Initials /s/ JR

10. No Claims Filed. Executive represents and warrants that Executive has not filed any claims or causes of action against any of the Releasees, including, but not limited to, any charges of discrimination (including harassment) or retaliation with any federal, state or local agency or court. Executive's representation to same constitutes a material inducement for BurgerFi entering into this Agreement. In the event Executive has filed such a claim or cause of action, it will be considered a material breach of the terms of this Agreement.

11. Complete/Agreement Survival. The Parties agree that this Agreement and incorporated release, together with that certain Employment Agreement effective January 6, 2021 by and between BurgerFi and the Executive (the "Employment Agreement"), sets forth all the promises and agreements between them and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written. BurgerFi and Executive acknowledge and understand that Executive's post-termination obligations under paragraphs 4, 6, 7, 8 and 14 of this Agreement, and BurgerFi's post-termination obligations under paragraph 5 of this Agreement, survive termination of Executive's employment with BurgerFi.

12. Sufficiency of Consideration; Severability. Executive agrees that the Stock Grant is made in exchange for and constitutes good and valuable consideration for Executive's execution of this Agreement. Should a court of competent jurisdiction determine that one or both of the general releases set forth in paragraphs 3 and 5 above are invalid, void and/or unenforceable, then the Parties agree that the obligations under this Agreement shall be null and void and Executive shall return the Stock Grant to BurgerFi. If any other provisions in this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, provided that the benefit of the bargain has been realized (i.e., Executive received the Stock Grant and the mutual general releases are enforceable), the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Nothing in this paragraph is intended to, nor shall be construed to apply to any contrary rights of Executive under the ADEA.

13. Acknowledgment. Executive acknowledges that Executive has been advised in writing to consult with an attorney before signing this Agreement; acknowledges and understands that the general release contained in paragraph 3 above effectively waives all claims under the ADEA; agrees that this Agreement complies with the OWBPA; and acknowledges that Executive has been afforded the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days prior to its execution. Executive understands that Executive may use as much or as

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little of this twenty-one (21) day review period as desired. The Parties agree that any material or non-material changes made to this Agreement after Executive receives this Agreement do not restart the running of the twenty-one (21) day period. Executive acknowledges that no representation, promise or inducement has been made other than as set forth in this Agreement and the Unrestricted Stock Agreement, and that Executive enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Executive acknowledges and represents that Executive assumes the risk for any mistake of fact now known or unknown, and that Executive understands and acknowledges the significance and consequences of this Agreement. Executive further acknowledges that Executive has read this Agreement in its entirety; that Executive fully understands all of its terms and their significance; and that Executive has signed the Agreement voluntarily, knowingly and of Executive's own free will. Executive further affirms that Executive has been provided and/or has not been denied any leave requested under the FMLA or applicable state or local law and has not suffered any workplace injuries or occupational diseases. Executive represents that: (a) no part of the monies paid pursuant to paragraph 2 of this Agreement is a payment related to sexual harassment or sexual abuse as set forth in Section 162(q) of the Internal Revenue Code; and that (b) Executive does not contend and is not aware of any facts to suggest Executive has been subjected at any time to any acts of sexual harassment or sexual abuse by BurgerFi. Executive acknowledges that BurgerFi has relied on Executive's representations in this paragraph 13 in agreeing to make the Stock Grant. Notwithstanding this paragraph 13, and without limiting the scope of the general release in paragraph 3, nothing in this paragraph prohibits Executive from disclosing any facts or claims pertaining to incidents of sexual harassment or sexual abuse. The Parties hereby acknowledge and agree that affiliates of BurgerFi are intended third-party beneficiaries of this Agreement and shall be entitled to enforce its terms directly against Executive to the same extent as if they were party hereto.

14. Non-Disparagement. Executive agrees and warrants that at no time in the future will Executive make any statements (orally or in writing, including, without limitation, whether fiction or nonfiction) or take any actions that in any way intentionally defame BurgerFi or any of the other Releasees or in any way, directly or indirectly, cause or encourage the making of such statements, or the taking of such actions, by anyone else, including, but not limited to, other current or former Executives of the Releasees. Executive acknowledges that any purposeful incitement of others to defame the Releasees would constitute a material breach of this Agreement. In the event such a communication is made to anyone, including but not limited to, the media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement.

15. Breach. Executive acknowledges that if Executive materially breaches this Agreement, discloses and/or uses BurgerFi's confidential and/or proprietary information, breaches the cooperation provisions of this Agreement, and/or commences a suit, action, proceeding or complaint in contravention of this Agreement and waiver of claims, BurgerFi shall be entitled to all remedies allowed in law or equity. Further, nothing in this Agreement shall prevent BurgerFi from pursuing an injunction to enforce the provisions of paragraphs 4, 6, 7, 8 and 14 above. Nothing in this paragraph is intended to, nor shall be construed to apply to any contrary rights of Executive under the ADEA

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16. Non-Admission. The Parties understand that the Stock Grant and other matters agreed to herein are not to be construed as an admission of or evidence of liability for any violation of the law, willful or otherwise by any entity or any person.

17. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties' representatives, agents, successors, assigns, heirs, attorneys, current and future affiliates, and predecessors.

18. Enforcement. In the event of any litigation arising out of this Agreement, the exclusive venue shall be in Palm Beach County, Florida and shall be governed by the laws of the State of Florida, without regard to its choice of law principles, except where the application of federal law applies, and shall be decided by an arbitrator in accordance with the mediation provisions of the Employment Agreement. Nothing in this paragraph is intended to, nor shall be construed to apply to any contrary rights of Executive under the ADEA

19. Transfer of Claims. Executive represents and warrants that Executive has not assigned, transferred, or purported to assign or transfer, to any person, firm, corporation, association or entity whatsoever, any claims released in paragraph 3 above. Executive agrees to indemnify and hold the Releasees harmless against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorneys' fees, paralegals' fees and costs, at all levels), causes of action or judgments based on or arising out of any such undisclosed assignment or transfer. Executive further warrants that there is nothing that would prohibit Executive from entering into this Agreement.

20. Execution of Necessary Documents. Each party shall, upon the request of the other, execute and re-execute, acknowledge and deliver this Agreement and any and all papers or documents or other instruments, as may be reasonably necessary to implement the terms hereof with any formalities as may be required and, otherwise, shall cooperate to fulfill the terms hereof and enable the other party to effectuate any of the provisions of this Agreement.

21. No Waiver/All Rights Are Cumulative. No waiver of any breach or other rights under this Agreement shall be deemed a waiver unless the acknowledgment of the waiver is in writing executed by the party committing the waiver. No waiver shall be deemed to be a waiver of any subsequent breach or rights. All rights are cumulative under this Agreement.

22. Construction. The Parties expressly acknowledge that they have had equal opportunity to negotiate the terms of this Agreement and that this Agreement shall not be construed against the drafter.

23. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

24. Electronic Transmissions and Counterparts. This Agreement may be executed in several counterparts and by electronic transmissions (e-mail, facsimile and/or scanner) and all so executed shall constitute one Agreement, binding on all the Parties hereto, notwithstanding that the Parties are not signatories to the original or same counterpart.

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25. Right of Revocation. Executive may revoke this Agreement in writing at any time within seven (7) days after signing it (the "Revocation Period") by delivering a written notice of revocation to BurgerFi, Attention: Chief Executive Officer. This Agreement shall not become effective and enforceable until the expiration of the seven (7)-day Revocation Period. If Executive does not revoke this Agreement during the Revocation Period, this Agreement shall be fully effective and enforceable. If Employee does revoke during the Revocation Period, this Agreement will be null and void and neither Party shall have any obligations under it.

Executive represents and warrants that he: (i) has read this Agreement in its entirety; (ii) has been offered a period of twenty-one (21) days to review the Agreement; (iii) has been advised in writing to consult with an attorney; and (iv) fully understands all of terms and conditions of the Agreement, and voluntarily and knowingly assents to all such terms and conditions.

EXECUTIVE: Ross Goldstein <u>/s/ Ross Goldstein</u> Date: September 28, 2021	COMPANY: BurgerFi International, Inc. By: <u>/s/ Julio Ramirez</u> Julio Ramirez, Chief Executive Officer_ Date: September 28, 2021
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Executive's Initials /s/ RG

BurgerFi's Initials /s/ JR

BURGERFI INTERNATIONAL, INC.
2020 OMNIBUS EQUITY INCENTIVE PLAN
UNRESTRICTED STOCK AGREEMENT

THIS AWARD AGREEMENT (“*Unrestricted Stock Agreement*” or “*Award Agreement*”) is made and entered into as of September 28, 2021 and is effective as of the Legal Grant Date (as defined below), by and between BurgerFi International, Inc., a Delaware corporation (the “*Company*”), and the Participant (the “*Participant*”) named below. Any capitalized term used but not explicitly defined in this Award Agreement shall have the meaning ascribed to such term in the BurgerFi International, Inc. 2020 Omnibus Equity Incentive Plan (as amended from time to time, the “*Plan*”), which is attached hereto as *Exhibit A*, or the Separation and General Mutual Release Agreement, between the Company and the Participant (the “*Separation Agreement*”).

In consideration of the covenants herein set forth, the parties hereto agree as follows:

1. Award Information.
 - a. **Legal Grant Date:** October 5, 2021
 - b. **Participant Name:** Ross Goldstein
 - c. **Number of Shares not subject to Restrictions Awarded:** 7,500
 2. Unrestricted Stock Award. The Company hereby grants to the Participant the total number of Shares not subject to Restrictions (“*Unrestricted Stock*”) set forth above subject to the terms and conditions of this Award Agreement and the Plan, which is incorporated herein by this reference. Provided that the Participant does not revoke the Separation Agreement, the Shares of Unrestricted Stock shall be delivered to the Participant within three business days following the end of the Revocation Period.
 3. No Restrictions. The Shares of Unrestricted Stock are fully vested and are free from Restrictions (as such term is defined in the Plan).
 4. Withholding Taxes. The Participant shall be required to pay to the Company any sums required by federal, state, or local tax law to be withheld with respect to the award of the Unrestricted Stock, as determined by the Company (the “*Withholding Obligation*”). Payment of the Withholding Obligation may be made in cash (via cashier’s check or such other form acceptable to the Company), or such other method as the Committee may approve, and shall be delivered to the Company within twenty (20) days following the Legal Grant Date. The Company shall have no obligation to issue the Shares of Unrestricted Stock otherwise deliverable until payment of the Withholding Obligation has been received.
 5. Representations. By signing this Award Agreement, the Participant agrees to execute, upon request, any further documents or instruments reasonably necessary to carry out the purposes or intent of this Award Agreement. The Participant acknowledges and agrees that the Participant has reviewed this Award Agreement and the Plan in its entirety, had an opportunity to obtain the advice of counsel prior to executing and accepting this Award Agreement, and fully understands all provisions of this Award Agreement. The Company represents that the Plan is intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including, without limitation, the
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applicable exemptive conditions of Rule 16b-3. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Unrestricted Stock is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Award Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations. The Participant hereby acknowledges receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. The Participant further agrees not to sell any Shares acquired pursuant to this Award Agreement at a time when the Participant is in possession of material non-public information, or applicable laws, regulations or the Company's or any applicable underwriter's trading policies prohibit such sale.

6. Other Provisions.

(a) Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company at its principal executive offices in care of the Secretary of the Company, and any notice to be given to the Participant shall be addressed to the Participant at the most recent address for the Participant shown in the Company's records. By a notice given pursuant to this Section 6(b), either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

(b) Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

(c) Governing Law; Severability. This Award Agreement shall be administered, interpreted and enforced under the laws of the State of Florida, without regard to the conflicts of law principles thereof. Should any provision of this Award Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

(d) Conformity to Laws and Policies. This Award Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required and the Company may cancel this Award Agreement if it determines that such Unrestricted Stock awarded hereunder would not be in material compliance with such laws and regulations. The Company represents that the Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. To the extent permitted by applicable law, the Plan and this Award Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

(e) Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

(f) Revocation. If the Participant revokes the Separation Agreement during the Revocation Period, this Award Agreement will be null and void and the Company shall have no obligations under it.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first stated above.

BURGERFI INTERNATIONAL, INC.

By: /s/ Julio Ramirez

Name: Julio Ramirez

Title: Chief Executive Officer

PARTICIPANT

/s/ Ross Goldstein

Ross Goldstein

[Signature Page to Unrestricted Stock Agreement]

**EXHIBIT A
TO UNRESTRICTED STOCK AGREEMENT**

**BURGERFI INTERNATIONAL, INC.
2020 OMNIBUS EQUITY INCENTIVE PLAN**