



FRANCHISE DISCLOSURE DOCUMENT

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This Franchise Disclosure Document describes three franchises. The All Tune and Lube® franchisee will perform general automotive repairs, excluding engine replacements/exchanges and transmission exchanges/rebuilds/clutch replacements. The ATL Motor Mate® franchisee will perform automotive engine replacements/exchanges. The All Tune Transmissions® franchisee will perform transmission exchanges/rebuilds and clutch replacements. The same franchisee may own one or more of these franchises in various combinations as described in this Franchise Disclosure Document.

The estimated total investment necessary to begin operation of each of the three franchises is as follows: an All Tune and Lube® ranges from \$110,000 to \$160,500; an ATL Motor Mate® ranges from \$91,800 to \$117,000; and an All Tune Transmissions® ranges from \$99,800 to \$130,500. None of these initial investments include real estate or insurance costs for the Center. The investment costs include the initial franchise license fee for each individual franchise of \$25,000. If you buy any two franchises at the same time for operation at the same location, then this fee is \$29,000. If you buy all three franchises at the same time for operation at the same location, then this fee is \$32,000. In all cases, the initial advertising fee is \$6,000. See Items 5-7 for more details.

This Franchise Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Daniel J. Sparby, Senior Vice President, ATL International, Inc., at 8334 Veterans Highway, Millersville, MD 21108, and 410-987-1011.

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-FTCHELP 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: September 5, 2012

MN 9/428/13

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, about other franchisors, 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 AGREEMENTS REQUIRE THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION AND ARBITRATION IN MARYLAND, AND/OR IN SOME CIRCUMSTANCES BY LITIGATION IN MARYLAND (INCLUDING WAIVER OF TRIAL BY JURY). OUT-OF-STATE MEDIATION, ARBITRATION AND/OR LITIGATION (INCLUDING WAIVER OF TRIAL BY JURY) MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE AND/OR LITIGATE IN THESE LOCATIONS THAN IN YOUR HOME STATE. [SEE ITEM 17 v. "CHOICE OF FORUM (ARBITRATION AND LITIGATION)."]

2. EACH FRANCHISE AGREEMENT STATES THAT MARYLAND 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 RISKS CONCERNING THESE FRANCHISES.

EVEN THOUGH EACH FRANCHISE AGREEMENT PROVIDES THAT MARYLAND LAW APPLIES AND REQUIRES YOU TO RESOLVE DISPUTES IN SPECIFIC VENUES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO THE ATTACHED STATE-SPECIFIC AMENDMENT ATTACHED AS EXHIBIT M TO THIS DISCLOSURE DOCUMENT FOR INFORMATION REQUIRED BY YOUR STATE ADMINISTRATOR.

Effective Date in Minnesota: ~~September 6, 2012~~

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Exhibits

- A State Administrator
- B Reserved
- C Agent for Service of Process
- D Audited Financials
- E Franchise Agreement

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