

## FRANCHISE DISCLOSURE DOCUMENT

AMERICAN DELI ~~INTERNATIONAL~~, INC.

a Delaware ~~corporation~~ Corporation

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Riverdale, Georgia

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The franchises offered are for the establishment and operation of quick service restaurants that feature chicken wings, Philly cheese steak and other sandwiches, other freshly prepared, grilled or fried items, beverage items and promotional items (“Restaurants”).

The total investment necessary to begin operation of an American Deli franchise is ~~\$230,000~~ \$231,500 to \$295,000-343,000. This includes \$10,000 that must be paid to the franchisor or affiliate. In addition, if you purchase a turnkey Restaurant, the cost of the Restaurant must be paid to the franchisor or affiliate. If you sign an American Deli development agreement (“Development Agreement”), you will also pay a development fee equal to 100% of the initial franchise fee for the first Restaurant to be developed under the Development Agreement plus 50% of the initial franchise fee for each additional Restaurant to be developed under the Development Agreement. The portion of the development fee allocable to each Restaurant (which is \$10,000 for the first Restaurant and \$5,000 for each subsequent Restaurant) will be credited against the initial franchise fee due for that Restaurant. Please see Items 5 and 7 for additional details.

The total investment necessary to begin operation of an American Deli area representative franchise, which involves various aspects of assisting us with soliciting and establishing new American Deli franchisees in a particular development area and providing on-going support and assistance to those franchisees, is \$109,600 to \$274,100. This includes an initial area representative fee equal to \$50,000 or more (calculated as 5¢ per person in your Development Area), which must be paid to the franchisor or affiliate. Please see Items 5 and 7 for additional details.

This Disclosure Document summarizes certain provisions of your ~~franchise agreement~~ Franchise Agreement and Development 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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact ~~Funki Han~~ [Franchise Administrator](#), 6401 Highway 85, Riverdale, Georgia 30274 (770) ~~991-2200~~, [674-2729](#).

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is 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 can visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

them. Date of Issuance: ~~January 1, 2009~~ [April 17, 2013](#)

## 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 ~~G~~ [I](#) 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~~, [AREA REPRESENTATIVE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE](#) YOU TO RESOLVE DISPUTES WITH US BY LITIGATION/ARBITRATION/MEDIATION ONLY IN GEORGIA. OUT OF STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ~~—MAY~~ ALSO MAY COST YOU MORE TO SUE/ARBITRATE/MEDIATE WITH US IN GEORGIA THAN IN YOUR HOME STATE. [STATE FRANCHISE LAWS MAY AFFECT THE ENFORCEABILITY OF VENUE PROVISIONS.](#)

2. THE FRANCHISE AGREEMENT ~~—STATES~~, [AREA REPRESENTATIVE AGREEMENT AND DEVELOPMENT AGREEMENT STATE](#) THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND GEORGIA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR

STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS. STATE FRANCHISE LAWS MAY PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED IF THEY DENY A FRANCHISEE THE PROTECTIONS IT WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WHETHER YOUR PURCHASE OF THE FRANCHISE FALLS UNDER THE JURISDICTION OF A STATE FRANCHISE LAW.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral services to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

**STATE EFFECTIVE DATES**

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

This Disclosure Document is either not registered or registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<u>State</u>	<u>Registration Effective Date</u>
<u>California</u>	
<u>Connecticut</u>	
<u>Florida</u>	
<u>Hawaii</u>	
<u>Illinois</u>	
<u>Indiana</u>	
<u>Kentucky</u>	
<u>Maryland</u>	
<u>Michigan</u>	
<u>Minnesota</u>	
<u>Nebraska</u>	
<u>New York</u>	
<u>North Dakota</u>	
<u>Rhode Island</u>	
<u>South Dakota</u>	
<u>Texas</u>	<u>August 10, 2012</u>
<u>Utah</u>	
<u>Virginia</u>	
<u>Washington</u>	
<u>Wisconsin</u>	

In all other states the issuance date is April 17, 2013.

**NOTICE REQUIRED BY THE STATE OF MICHIGAN**

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

~~California — Not Registered Hawaii — Not Registered Illinois — Not Registered Indiana — Not Registered Maryland — Not Registered Michigan — Not Registered Minnesota — Not Registered~~

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