

FRANCHISE DISCLOSURE DOCUMENT



Drive N Style Franchisor SPV LLC a Delaware limited liability company 440 South Church Street, Suite 700 Charlotte, North Carolina 28202 (704) 644-8188 Patrick.Sommer@drivenbrands.com www.drivenstyle.com

The franchise offered is to establish and operate a Drive N Style Business offering a variety of automotive services, including interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services, and interior and exterior protection services, all of which are applied, performed and/or installed to the interior and/or exterior of consumer vehicles.

The total investment necessary to begin operation of a Drive N Style Business franchise is \$74,810 to \$86,370. This includes \$27,830 to \$57,990 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive 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 sooner if required by applicable state law. **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 the Franchise Development Department at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202, or (800) 275-5200, extension 8125.

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 entire 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 of this Franchise Disclosure Document: April 27, 2017



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 NORTH CAROLINA. 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 NORTH CAROLINA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT NORTH CAROLINA 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. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY.
- 4. IF YOU ARE MARRIED, YOUR SPOUSE MUST SIGN A SPOUSAL CONSENT MAKING HIM/HER JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE, WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AND SPOUSE(S) AT RISK.
- 5. THE FRANCHISOR HAS A LIMITED FRANCHISE OPERATING HISTORY TO ASSIST YOU IN DECIDING TO MAKE THIS INVESTMENT.
- 6. FAILURE TO MEET THE MONTHLY SALES QUOTAS AS DEFINED IN THE FRANCHISE AGREEMENT COULD RESULT IN THE LOSS OF YOUR EXCLUSIVE RIGHTS TO A TERRITORY OR TERMINATION OF THE FRANCHISE AGREEMENT.
 - 7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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



DRIVE N STYLE FRANCHISOR SPV LLC

STATE REGISTRATIONS

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, 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, with the following effective dates:

California April 27, 2017 (Exempt)

Hawaii Pending

Illinois April 27, 2017 (Exempt)

Indiana May 2, 2017

Maryland Pending (Exempt)

Michigan April 27, 2017

Minnesota Pending

New York April 27, 2017 (Exempt)

North Dakota Pending (Exempt)

Rhode Island Pending (Exempt)

South Dakota May 2, 2017

Virginia Pending (Exempt)

Washington Pending

Wisconsin April 30, 2017

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