

DEPT OF CORPORATION: SAN FRANCISCO

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ECONO-LUBE N'TUNE, INC.
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ECONO LUBE N' TUNE RECEIVED SAN FRANCISCO

FRANCHISE DISCLOSURE DOCUMENT
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Econo-Lube N'Tune, Inc. a Delaware Corporation 128 S. Tryon Street, Suite 900 Charlotte, North Carolina 28202 (704) 377-8855 warren.bickers@drivenbrands.com www.econolube.com

Econo Lube N' Tune & Brakes Centers will provide motor vehicle tune-up and brake services, lubrication, oil changes, and certain related minor automotive services.

The total investment necessary to begin operation of an Econo-Lube N'Tune & Brakes center franchise ranges from \$145,135.08 to \$198,874.00. This includes \$32,750.00 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.

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: October 1, 2012.

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 our Franchise Development Department located at 128 S. Tryon Street, Suite 900, Charlotte, North Carolina 28202, and at (704) 377-8855.



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 N 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 ARBITRATION ONLY IN NORTH CAROLINA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN NORTH CAROLINA THAN IN YOUR OWN STATE.
 - ARBITRATION DOES NOT APPLY TO ANY ACTION FOR UNLAWFUL DETAINER, BREACH OF LEASE/SUBLEASE OR ANY ACTION FOR INJUNCTIVE OR OTHER PROVISIONAL RELIEF. IN THESE SUCH CASES, LITIGATION WILL BE UTILIZED. CLAIMS FOR UNLAWFUL DETAINER WILL BE BROUGHT IN THE JURISDICTION WHERE THE LEASED PRESMISES ARE LOCATED. IN ALL OTHER SITUATIONS, THE CLAIM(S) SHALL BE BROUGHT IN THE APPROPRIATE COURTS IN AND FOR THE COUNTY OF MECKLENBURG, NORTH CAROLINA.
- 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. THE GUARANTOR'S FINANCIAL STATEMENTS FOR YEAR ENDING JUNE 26, 2010 REFLECTS THAT 84% OF THE TOTAL ASSETS ARE INTANGIBLE. LIABILITIES EXCEED TANGIBLE ASSETS. YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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