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|  | FRANCHISE DISCLOSURE DOCUMENT |
| | American Blue Ribbon Holdings, LLC a Delaware limited liability company 3038 Sidco Drive Nashville, TN 37204 (615) 256-8500 www.abrholdings.com monty.whitehurst@abrholdings.com |

The franchise being offered is for a Max & Erma's restaurant. Max & Erma's is a sit-down, full-service, casual dining concept. It features a variety of menu items for lunch, dinner, and late night dining.

The total investment necessary to begin operation of a single Max & Erma's Restaurant franchise is \$918,000 to \$2,827,000. This includes an initial franchise fee of \$40,000 that must be paid to us or an affiliate.

If you obtain development rights to develop, open and operate more than one Max & Erma's Restaurant, pursuant to a development agreement, you must pay a development fee equal to the total of the initial franchise fee for the first location (\$40,000) plus \$10,000 for each additional Restaurant to be developed, but we will credit the entire initial franchise fee for the first Restaurant and \$10,000 towards the initial franchise fee for the second and each additional Restaurant to be developed under the development agreement if you are then in compliance when you sign your franchise agreements.

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. **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 Goodloe Partee, General Counsel, at American Blue Ribbon Holdings, LLC, 3038 Sidco Drive, Nashville, TN 37204, Tel: (615) 256-8500.

The terms of your contract will govern your franchise relationship. Do not 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.

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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 O 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 AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NASHVILLE, TENNESSEE. 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 TENNESSEE THAN IN YOUR OWN STATE.

(2) THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT TENNESSEE 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 THIS FRANCHISE.

STATE EFFECTIVE DATES

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, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration, or will be on file, in the following states having franchise registration and disclosure laws, with the following effective dates:

| State | Effective Date |
|--------------|-----------------------|
| Illinois | |
| Indiana | |
| Minnesota | |
| North Dakota | |
| Virginia | |

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