

FRANCHISE DISCLOSURE DOCUMENT



Native New Yorker Franchising, Inc.
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Native New Yorker Franchising, Inc. offers franchises for the operation of a casual dining restaurant emphasizing a variety of quality food and spirits in a relaxed, sport-themed, family-friendly surrounding.

The total investment necessary to begin operating a Native New Yorker restaurant ranges from \$598,700 to \$2,229,900. This includes \$50,000 that must be paid to Native New Yorker Franchising, Inc.

If you sign an area development agreement to open multiple Native New Yorker restaurants, the total investment necessary to begin operating your Native New Yorker franchise ranges from \$598,700 to \$2,229,900, plus an additional \$22,500 for each additional restaurant you commit to open under your area development agreement (other than your first restaurant). This includes \$50,000, plus an additional \$22,500 for each additional restaurant you commit to open under your area development agreement, that must be paid to Native New Yorker Franchising, Inc.

This Disclosure Document summarizes certain provisions of your franchise agreement, area 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. **Note, however, that no government 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 franchisor at 1757 East Baseline Road, Building # 6-122, Gilbert, Arizona 85233 or by phone at (480) 247-8610.

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 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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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Franchise Disclosure Document (Generic 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 "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 THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION OR LITIGATION IN ARIZONA. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT ARIZONA 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 ARE REQUIRED TO OBTAIN A LIQUOR LICENSE, WHICH MAY NOT BE AVAILABLE OR MAY BE IN LIMITED SUPPLY IN YOUR STATE. IF THERE IS A SHORTAGE OF LIQUOR LICENSES IN YOUR STATE, YOU MAY NOT BE ABLE TO OBTAIN A LICENSE OR YOU MAY BE REQUIRED TO PAY A HIGHLY INFLATED COST. YOU MAY WISH TO REVIEW THE AVAILABILITY AND COST TO OBTAIN A LIQUOR LICENSE IN YOUR STATE BEFORE BUYING THE FRANCHISE.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources 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.

Effective Date: April 12, 2013

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