

FRANCHISE DISCLOSURE DOCUMENT

2011

Baby Brother Brands, LLC A Florida Limited Liability Company 2589 S. Hiawassee Rd., Orlando, FL 32835

> 407-293-2199 www.nypdpizzeria.com



The franchisee will own and operate a pizza restaurant under the service mark **NYPD**® and logo design.

The total investment necessary to begin operation of an NYPD Location is \$299,700 to \$784,900. This includes \$30,000 that must be paid to the franchisor or its affiliate; and if we build a commissary serving your location you must pay us for pre-opening inventory, which ranges from \$5,500 - \$12,500. We also offer a Development Agreement, which grants the right to develop multiple restaurants in a specified territory. The Development Fee will be 50% of the total initial franchise fees of the restaurants, after the first restaurant to be developed.

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 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 Franchise Administration Department at Baby Brother Brands, LLC, 2589 S. Hiawassee Rd., Orlando, FL 32835; telephone 407-293-2199.

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, 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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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 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. LITIGATION OF ANY DISPUTES WILL TAKE PLACE IN ORLANDO, FLORIDA. THE FRANCHISE AGREEMENT REQUIRES BOTH PARTIES TO SUE ONLY IN AN ORLANDO-BASED COURT. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO LITIGATE WITH BABY BROTHER BRANDS, LLC IN FLORIDA THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA 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.

We may 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 for referring you to us. You should be sure to do your own investigation of this franchise.



TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	
ITEM 3 LITIGATION	
ITEM 4 BANKRUPTCY	
ITEM 5 INITIAL FEES	5
ITEM 6 OTHER FEES	6
ITEM 7 ESTIMATED INITIAL INVESTMENT	8
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	11
ITEM 9 FRANCHISEE'S OBLIGATIONS	15
ITEM 10 FINANCING	18
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTAND TRAINING	,
ITEM 12 TERRITORY	
ITEM 13 TRADEMARKS	
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF FRANCHISE BUSINESS	F THE
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	27
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUT	TON28
ITEM 18 PUBLIC FIGURES	32
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	32
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	34
ITEM 21 FINANCIAL STATEMENTS	37
ITEM 22 CONTRACTS	37
ITEM 23 DECEIPTS	37

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