

FRANCHISE DISCLOSURE DOCUMENT

Pie Five Pizza Company, Inc A Texas Corporation 3551 Plano Parkway The Colony, Texas 75056 (469) 384-5000 www.piefivepizza.com DEPARTMENT OF CORPORATIONS RECEIVED LOS ANGELES OFFICE

NOV 1 3 2012

The franchisee will operate a fast casual restaurant under the name "Pie Five" featuring specialty pizzas prepared in accordance with our recipes and ingredients, and other food items that we may specify from time to time ("Pie Five Restaurant")

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The total investment necessary to begin operation of a Pie Five Restaurant ranges from approximately \$344,000 to \$483,000 This includes a \$20,000 initial franchise fee and a \$5,000 development fee that must be paid to us or our affiliate, but does not include the cost of buying or renting the business location

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 Franchise Sales, Pie Five Pizza Company, Inc., 3551 Plano Parkway, The Colony, Texas 75056, (469) 384-5000

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 ("FTC") You can contact the FTC by calling 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 <u>www ftc gov</u> 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

California has a franchise law that requires us to register or file with a state administrator before offering or selling in the 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 California franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in the 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 ONLY WHERE OUR PRINCIPAL OFFICE IS LOCATED, WHICH CURRENTLY IS TEXAS OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO FILE SUIT IN TEXAS THAN IN YOUR HOME STATE
- 2 THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT TEXAS 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

This disclosure document is for use only in the State of California

The Effective Date of this disclosure document in the State of California is

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