

FRANCHISE DISCLOSURE DOCUMENT



Pies & Pints Management Company, LLC

(a Delaware limited liability company)

8462 Grennan Woods

Powell, OH, 43065

(614) 668-7249

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www.piesandpints.net

PIES & PINTS®

Pies & Pints Management Company, LLC, is offering franchises for the operation of restaurants dealing in the sale of pizza, pasta, salads and related products and services.

The total investment necessary to begin operation of a single Pies & Pints restaurant ranges from \$325,000 to \$895,000 (based on leasing the premises). This includes \$35,000 that must be paid to us. We also offer an opportunity to open and operate multiple Pies & Pints units within a defined geographic area under an Area Development Agreement (the "Development Agreement"). As a Developer, you will pay a Development Fee when you sign a Development Agreement equal to \$17,500 multiplied by number of Pies & Pints locations to be developed under the Development Agreement.

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 disclosure in different formats, contact Rob Lindeman at Pies & Pints Management Company, LLC, 8462 Grennan Woods, Powell, OH, 43065, (614) 668-7249, rob@piesandpints.net.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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 "*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 be laws on franchising in your state. Ask your state agencies about them.

Issuance date: **September 6, 2013 (Amended December 2, 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 YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION IN COLUMBUS, OHIO. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY COST YOU MORE TO ARBITRATE OR LITIGATE IN OHIO THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT OHIO 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. YOU MAY ALSO WISH TO CONSULT EXHIBIT I ATTACHED HERETO WHICH CONTAINS A STATE LAW ADDENDA THAT MAY PERTAIN TO THE LAWS OF THE STATE IN WHICH YOU RESIDE OR PLAN TO OPEN A FRANCHISE.

3. THE FRANCHISE AGREEMENT REQUIRES A SUBSTANTIAL INVESTMENT AND COMMITMENT OF TIME. ALL INVESTMENTS, INCLUDING THIS ONE, INVOLVE A DEGREE OF RISK AND THE POSSIBILITY THAT SOME OR ALL OF YOUR INVESTMENT MAY BE LOST. WE DO NOT MAKE ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO FINANCIAL PERFORMANCE OR RETURN OF ANY OF YOUR INVESTMENT OF ANY KIND.

4. PLEASE NOTE THAT 56% OF THE FRANCHISOR'S ASSETS ARE INTANGIBLE. YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE. EACH FRANCHISEE MUST EVALUATE SUCH RISKS AND MAKE INVESTMENT DECISIONS ON THE FRANCHISE OPPORTUNITIES HEREIN ON ITS OWN ACCORD, AND WE ADVISE THAT EACH FRANCHISEE DUE ITS OWN THOROUGH DUE DILIGENCE AND CONSULT WITH PROFESSIONAL ADVISORS AS NEEDED BEFORE MAKING ANY INVESTMENT DECISION.

Effective dates in franchise registration states: *Please see the next page*

EFFECTIVE DATE OF THIS DISCLOSURE

Non-Registration States: September 6, 2013 (Amended December 2, 2013)

Virginia: December 6, 2013

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