

FRANCHISE DISCLOSURE DOCUMENT

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ACG PIZZA PARTNERS, LLC
d/b/a STEVI B'S PIZZA
(a Delaware limited liability company)
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Dunwoody, Georgia 30346
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[www SteviBs.com](http://www.SteviBs.com)

DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

ACG PIZZA PARTNERS, LLC offers franchises for restaurants specializing in an all-you-can-eat pizza buffet and beverage items under the mark Stevi B's Pizza® and other related marks. The total investment necessary to begin operation of a Stevi B's Pizza franchised business ranges from \$514,200 to \$684,400. You may pay us a deposit of \$5,000 under the Preliminary Agreement, which will be credited towards the initial franchise fee. This includes \$28,500 that must be paid to franchisor or its affiliate(s). If you sign a Development Agreement to develop multiple restaurants in a specified area, you must pay us a development fee equal to the initial franchise fee for the first Restaurant (\$28,500), plus 50% of the initial franchise fee for each additional restaurant that you are to establish under the Development Agreement (\$23,500).

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, please contact Fred Beilstein at 1455 Lincoln Parkway, 6th Floor, Dunwoody, Georgia 30346, telephone 678-738-7801 and email FBeilsteinSr@SteviBs.com.

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, N.W., 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 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 AND THE DEVELOPMENT AGREEMENT GENERALLY REQUIRE YOU TO RESOLVE ALL DISPUTES WITH US BY LITIGATION IN GEORGIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN GEORGIA THAN IN YOUR HOME STATE**

***2 THE FRANCHISE AGREEMENT AND THE DEVELOPMENT AGREEMENT STATE THAT GEORGIA 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 WE MAY REQUIRE GUARANTEES FROM ALL OF THESE INDIVIDUALS OR ENTITIES (A) FAMILY OF AN EQUITY OWNER INCLUDING HIS BROTHERS AND SISTERS (WHETHER BY WHOLE OR HALF BLOOD) SPOUSE ANCESTORS, LINEAL DESCENDANTS, AND SPOUSES OF ANY OF THESE INDIVIDUALS AND LINEAL DESCENDANTS OF ANY OF THESE SPOUSES, AND (B) ANY ENTITIES CONTROLLED IN THE AGGREGATE BY ANY OF THESE INDIVIDUALS. WE MAY ALSO REQUIRE THAT YOUR SPOUSE (OR YOUR DOMESTIC PARTNER OR OTHER FAMILY MEMBER) SIGN THE GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT. THESE REQUIREMENTS MAY PLACE THESE INDIVIDUAL'S PERSONAL ASSETS AT RISK

4 88% OF ACG PIZZA PARTNERS, LLC'S ASSETS ARE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY

5 IF WE TERMINATE THE FRANCHISE AGREEMENT BASED ON YOUR DEFAULT OR IF YOU TERMINATE THE FRANCHISE AGREEMENT IN VIOLATION OF ITS TERMS, YOU MAY BE REQUIRED TO PAY US LIQUIDATED DAMAGES THAT IS THE AVERAGE OF YOUR MONTHLY ROYALTY FEES AND ADVERTISING FUND CONTRIBUTIONS DUE FOR

THE LAST 12 MONTHS (OR SUCH SHORTER PERIOD OF TIME THAT THE RESTAURANT HAS BEEN OPEN) BEFORE THE NOTICE OF TERMINATION, MULTIPLIED BY THE LESSER OF 36 MONTHS OR THE NUMBER OF MONTHS REMAINING IN THE TERM, DISCOUNTED TO PRESENT VALUE

6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

* Local law may supersede these agreement provisions. Certain states require the superseding provisions to appear in an addendum to this Disclosure Document (see Exhibit J)

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 See next page for state effective dates

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