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FRANCHISE DISCLOSURE DOCUMENT

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VENTI CORP.
An Illinois Corporation
1138 N. Germantown Parkway
Suite 101-224
Cordova, TN 38016
(866) 214-8964
www.venticorp.com
admin@venticorp.com

DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

PIZZERIA VENTI

The Franchisee will own and operate a Pizzeria Venti Restaurant which offers for sale to the general public a variety of pizza, pasta, soups and other approved menu items.

The total investment necessary to begin operation of a Pizzeria Venti Restaurant franchise is from \$130,100 to \$405,700. This includes the \$22,500 initial franchise fee that must be paid to the Franchisor, but does not include rent or real estate purchase price for the business site. If you wish to open multiple Pizzeria Venti Restaurants pursuant to an Area Development Agreement, you will pay us a \$5,000 development fee for each Restaurant to be opened pursuant to that Agreement. The \$5,000 development fee for each Restaurant shall be credited against the corresponding initial franchise fee for each Restaurant.

We may from time to time (in our sole discretion) permit a Franchisee to open a smaller than standard size Pizzeria Venti Restaurant with a limited menu and reduced hours under special circumstances, such as a downtown urban location which is only open Monday through Friday. In such event, there shall be no reduction to the initial franchise fee, royalty, advertising fee, or any other fee, charge, or amount due to us. Such smaller restaurant may be named a "Pizzeria Piccolo Venti" Restaurant.

We may also from time to time (in our sole discretion) permit a Franchisee to open a larger than standard size Pizzeria Venti Restaurant with an expanded menu and upscale decor. In such event, there shall be no increase to the initial franchise fee, royalty, advertising fee, or any other fee, charge, or amount due to us. Such larger restaurant may be named a "La Cucina Di Venti" Restaurant.

This Franchise Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise 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 Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Frank Contaldo at Venti Corp., 1138 N. Germantown Parkway, Suite 101-224, Cordova, Tennessee 38016, (866) 214-8964.

The terms of your contract will govern your franchise relationship. Don't rely on the Franchise Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise 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 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.

Issuance date:

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 FRANCHISE DISCLOSURE DOCUMENT.**

Call the California Department of Business Oversight (866-275-2677) 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 CERTAIN DISAGREEMENTS BE SETTLED BY ARBITRATION IN ILLINOIS. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN ILLINOIS THAN IN YOUR HOME STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT ILLINOIS 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 DO NOT HAVE CERTAIN TRADEMARKS FOR (“PIZZERIA VENTI”, “SLICERIA” AND “TIMPANINI”) ON THE PRINCIPAL REGISTER OF THE U.S. PATENT AND TRADEMARK OFFICE. WE HAVE THE RIGHT TO USE AND SUBLICENSE CERTAIN SERVICE MARKS (“PIZZERIA VENTI” “SLICERIA” AND “TIMPANINI”) FOR TERM OF TEN YEARS EACH. THEREFORE THESE TRADEMARKS DO NOT HAVE MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK. IF OUR RIGHT TO USE THESE TRADEMARKS IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES.**
4. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Effective Date: _____

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