

## FRANCHISE DISCLOSURE DOCUMENT



Roma Franchise Corporation  
a Delaware corporation  
1700 Alma Drive, Suite 400  
Plano, Texas 75075  
(214) 343-7800  
[www.tonyromas.com](http://www.tonyromas.com)

The franchisee will operate one or more restaurants under the mark TONY ROMA'S<sup>®</sup>, featuring a wide variety of menu items including ribs, steak, grilled chicken, seafood, sandwiches, salads, appetizers and desserts for dine-in and take-out customers and full bar services.

The total investment necessary to begin operation of a new Tony Roma's restaurant ranges from \$1,670,500 to \$2,628,000 (exclusive of real estate acquisition or lease costs). This includes \$85,000 to \$110,000 that must be paid to us or our affiliates.

The total investment necessary to begin operation of a conversion of an existing restaurant to a Tony Roma's restaurant ranges from \$1,235,300 to \$2,250,800 (exclusive of real estate acquisition or lease costs). This includes \$85,000 to \$110,000 that must be paid to us or our affiliates.

The total investment necessary to begin operation of a Tony Roma's Express ranges from \$394,500 to \$735,500 (exclusive of real estate acquisition or lease costs). This includes \$40,000 to \$50,000 that must be paid to us or our affiliates.

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 Kenneth L. Myres, Roma Franchise Corporation, 1700 Alma Drive, Suite 400, Plano, Texas 75075; (214) 343-7882.

The terms of your contract will govern your franchise relationship. Do not 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, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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 (see Exhibit E).

Date of Issuance: June 27, 2012

## 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 F 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. UNLESS OTHERWISE REQUIRED BY STATE LAWS, THE FRANCHISE AGREEMENT PERMITS YOU TO SUE US ONLY IN TEXAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT ALSO MAY COST YOU MORE TO SUE US IN TEXAS THAN IN YOUR STATE.**
- 2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Even though the Franchise Agreement provides that Texas law applies, local law may supersede it in your state. Please refer to any state specific addenda that may be attached to the Disclosure Document for details.

State registration effective dates are listed on the following State Registrations page.

**ROMA FRANCHISE CORP.**  
**STATE REGISTRATIONS**

This Disclosure Document is registered, on file or exempt from registration in the following states with franchise registration and disclosure laws:

<b>State</b>	<b>Effective Date</b>
California	
Illinois	
Indiana	
Maryland	
Michigan	March 3, 2012
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Utah	
Virginia	
Washington	
Wisconsin	

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