

FRANCHISE DISCLOSURE DOCUMENT PIZZERIA UNO CORPORATION



Pizzeria Uno Corporation a Delaware corporation 1209 Orange Street Wilmington, Delaware 19801 Registered Agent: CT Corporation and 100 Charles Park Road West Roxbury, Massachusetts 02132-4985 (617) 323-9200 www.unos.com

We offer two restaurant concepts. One concept is a fast casual style restaurant under the names Uno Fresco® and Uno Due Go® which features deep dish pizza and a wide variety of sandwiches, salads, appetizers, breakfast offerings, desserts and beverages. The other concept is a full service casual theme restaurant under the name Uno Pizzeria & Grill® which features "Chicago Style" deep dish pizza along with steaks, ribs, seafood, sandwiches, salads, pasta, appetizers, desserts and a full bar, subject to applicable law. This disclosure document describes the offer of an Uno Fresco Restaurant franchise.

The estimated total investment necessary to begin operation of an Uno Fresco Restaurant is \$736,000 to \$1,850,500. This includes a \$25,000 Initial Franchise Fee that must be paid to us.

We offer development rights for Uno Pizzeria & Grill® Restaurants and Uno Fresco® Restaurants. If you enter into a Development Agreement, you must, when you sign the Development Agreement, pay us a development fee equal to \$5,000 times the number of Uno Fresco® Restaurants you will own and operate, plus \$10,000 times the number of Uno Pizzeria & Grill® Restaurants you will own and operate. The development fee does not apply toward the Initial Franchise Fees you will pay for each Restaurant. In addition to the development fee, you must pay us an Initial Franchise Fee of \$25,000 for each Uno Fresco Restaurant and \$40,000 for each Uno Pizzeria & Grill® Restaurant. You must pay one-half of the total amount of the Initial Franchise Fees (\$12,500 per restaurant times the number of Uno Fresco Restaurants you will own and operate and \$20,000 times the number of Uno Pizzeria & Grill® Restaurants you will own and operate. Agreement, and you will pay the remaining one-half of the Initial Franchise Fee for each restaurant when you sign the Franchise Agreements.

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 Fred Houston, our



Vice President of Franchise, 100 Charles Park Road, West Roxbury, Massachusetts 02132-4985, telephone (617) 323-9200.

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, 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 also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: January 26, 2015

Control No.



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 E 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 DEVELOPMENT AGREEMENT PERMIT YOU TO SUE US ONLY IN MASSACHUSETTS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN A STATE OTHER THAN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT MASSACHUSETTS LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

4. SPOUSES OF INDIVIDUAL FRANCHISE OWNERS MUST BE BOUND BY THE TERMS OF BOTH THE FRANCHISE AND DEVELOPMENT AGREEMENTS PLACING THEIR PERSONAL ASSETS AT RISK.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates:

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