

**FRANCHISE DISCLOSURE DOCUMENT
UNO PIZZERIA & GRILL®
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 full service casual theme restaurant under the name Uno Pizzeria & Grill® which features “Chicago Style” deep dish and thin crust pizza along with steaks, soups, pizza, ribs, seafood, sandwiches, salads, pasta, appetizers, desserts and a full bar, subject to applicable law. The other concept is a fast casual style restaurant under the name Uno Due Go® which features deep dish pizza and a wide variety of sandwiches, salads, appetizers, breakfast offerings, desserts and beverages. This disclosure document describes the offer of a Full Service Uno Pizzeria & Grill® Restaurant franchise.

The estimated total investment necessary to begin operation of a Full Service Uno Pizzeria & Grill® Restaurant is \$1,695,000 to \$2,670,500 if you operate from a built to suit or leased building and real estate. This includes a \$40,000 Initial Franchise Fee that must be paid to us. The total investment necessary to begin operation of a Full Service Uno Pizzeria & Grill® Restaurant is \$2,055,000 to \$3,765,500 if you own the restaurant building and lease the real estate. This includes a \$40,000 Initial Franchise Fee that must be paid to us.

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

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 25, 2018.

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. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS MAY AFFECT THE ENFORCEABILITY OF CHOICE OF VENUE PROVISIONS (SEE ITEM 17 AND THE GOVERNING LAW PROVISIONS OF THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT).
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. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS OFTEN PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED TO THE EXTENT THAT CHOICE OF A DIFFERENT STATE'S LAW WOULD DENY A FRANCHISEE OR DEVELOPER THE PROTECTIONS IT WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WHETHER YOUR PURCHASE OF THE FRANCHISE FALLS UNDER THE JURISDICTION OF A STATE FRANCHISE REGISTRATION OR RELATIONSHIP LAW (SEE ITEM 17 AND THE GOVERNING LAW PROVISIONS OF THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT).
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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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