

**FRANCHISE DISCLOSURE DOCUMENT**  
**PIZZERIA UNO®**  
**PIZZERIA UNO CORPORATION**

**EST. 1943**  
**PIZZERIA UNO®**

Pizzeria Uno Corporation  
a Delaware corporation  
1209 Orange Street  
Wilmington, Delaware 19801  
Registered Agent: CT Corporation  
and  
44 Industrial Way  
Norwood, Massachusetts 02062  
(617) 323-9200  
www.unos.com

We offer franchises for fast casual, full service, and take-out and delivery casual theme restaurants (“Uno Restaurants”) under the name Pizzeria Uno®. A “Pizzeria Uno® Fast Casual Restaurant” features “Chicago Style” deep dish and thin crust pizza along with other styles of pizza, sandwiches, salads, appetizers, desserts, and (subject to applicable law) beer and wine. A “Pizzeria Uno® Full Service Restaurant” is a larger full-service restaurant that features “Chicago Style” deep dish and thin crust pizza along with other styles of pizza, sandwiches, soups, salads, pasta, appetizers, desserts and a full bar, subject to applicable law. A “Pizzeria Uno® Take-Out and Delivery Restaurant” offers a limited menu of deep dish and thin crust pizza for take-out and delivery only.

The initial investment necessary to begin operation of a Pizzeria Uno Fast Casual Restaurant ranges from \$545,500 to \$1,405,500. This includes \$43,100 to \$59,900 that must be paid to us. The initial investment necessary to begin operation of a Pizzeria Uno Full Service Restaurant ranges from \$1,168,000 to \$2,410,500. This includes \$57,100 to \$99,900 that must be paid to us. The initial investment necessary to begin operation of a Pizzeria Uno Take-Out and Delivery Restaurant ranges from \$393,000 to \$709,500. This includes \$31,600 to \$37,900 that must be paid to us.

We offer development rights for Uno Restaurants. When you enter into a Development Agreement, you must pay us a Territory Reservation Fee equal to \$5,000 times the number of Uno Restaurants you will own and operate. In addition to the Territory Reservation Fee, you must pay us an Initial Franchise Fee of \$30,000 for each Pizzeria Uno Fast Casual Restaurant, \$40,000 for each Pizzeria Uno Full Service Restaurant, and \$20,000 for each Pizzeria Uno Take-Out and Delivery Restaurant that you will own and operate (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, 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 disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Fred Houston, our Vice President of Franchise, 44 Industrial Way, Norwood, Massachusetts 02062, 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, DC 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 be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: February 17, 2022

Control No. \_\_\_\_\_

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Uno Restaurant business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be an Uno Restaurant franchisee?</b>	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit J.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Massachusetts. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Massachusetts than in your own state.
2. **Governing Law.** 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).

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

**PIZZERIA UNO CORPORATION**  
**NOTICE REQUIRED BY THE STATE OF MICHIGAN**

**The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:**

- (A) A prohibition on the right of the Franchisee to join an association of franchisees.
- (B) A requirement that the Franchisee assent to a release, assignment, novation, waiver or estoppel which deprives the Franchisee of rights and protections provided in the Michigan Franchise Investment Law. This section shall not preclude the Franchisee, after entering into the Franchise Agreement, from settling any and all claims.
- (C) A provision that permits the Franchisor to terminate the franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the Franchisee to comply with any lawful provisions of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits the Franchisor to refuse to renew the franchise without fairly compensating the Franchisee by repurchase or other means for the fair market value at the time of expiration of the Franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This section applies only if:
  - (i) The term of the franchise is less than 5 years; and
  - (ii) The Franchisee is prohibited by the Franchise or other Agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo-type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or the Franchisee does not receive at least 6 months advance notice of the Franchisor's intent not to renew the franchise.
- (E) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This section shall not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the State of Michigan.
- (G) A provision which permits the Franchisor to refuse to permit a transfer of ownership of the franchise, except for good cause. This section does not prevent the Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the Franchisor's then-current reasonable qualifications or standards.

- (ii) The fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(H) A provision that requires the Franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This section does not prohibit a provision that grants to the Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this section prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in section (C).

(I) A provision which permits the Franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE MICHIGAN ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL RECOMMENDATION OR ENDORSEMENT BY THE MICHIGAN ATTORNEY GENERAL. ANY QUESTIONS REGARDING THE NOTICE SHOULD BE DIRECTED TO THE MICHIGAN DEPARTMENT OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, FRANCHISE UNIT, 670 LAW BUILDING, LANSING, MICHIGAN 48913 (517) 373-7117.**

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO RESTAURANT  
FRANCHISE DISCLOSURE DOCUMENT  
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**ATTACHMENTS**

- A. Financial Statements
- B. Franchise Agreement for Pizzeria Uno Restaurants
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- E. Franchisee Questionnaire
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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

**The Franchisor**

Pizzeria Uno Corporation (“we” or “us”) was incorporated in the State of Delaware on September 29, 1989. “You” will be the person or entity to whom we offer the franchise. We maintain our principal place of business at 1209 Orange Street, Wilmington, Delaware, 19801, with administrative offices located at 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617)323-9200. We conduct business under our corporate name and the Proprietary Marks (defined below) only.

Our agents for service of process are listed in Attachment J.

**Our Predecessors and Affiliates**

From October 3, 1979, until our incorporation in Delaware on September 29, 1989, Pizzeria Uno Corporation operated as a Massachusetts corporation (“our Predecessor”). Our Predecessor maintained its offices at 44 Industrial Way, Norwood, Massachusetts 02062. Our Predecessor offered franchises for the establishment and operation of casual theme restaurants from January 1980 through September 29, 1989, when we began offering these franchises. Our Predecessor did not offer franchises in any other line of business, and did not conduct a casual theme restaurant business.

Following completion of reorganization and emergence from bankruptcy on July 26, 2010 (see Item 4), we are a wholly owned subsidiary of Uno Restaurants, LLC (“URL”), a Delaware limited liability company which is a wholly owned subsidiary of Uno Restaurant Holdings Corporation (“URHC”), a Delaware corporation. The administrative offices of URL and URHC are at 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617)323-9200.

As of September 28, 2021, our affiliates (subsidiaries of our parent company URL) operated 31 casual theme restaurants, 1 fast casual restaurant, and 1 Mexican-style restaurant “Su Casa” and our franchisees operated 50 casual theme restaurants and 1 fast casual Uno Due Go® restaurant in the United States, Dubai, India, Saudi Arabia and Qatar (See Item 20).

As of September 28, 2021, 31 of our parent-owned restaurants operated under the marks “Uno Pizzeria & Grill®,” “Pizzeria Uno Chicago Bar & Grill®,” or “Pizzeria Uno®,” 1 operated under the mark “Pizzeria Due,” and 1 operated under the name “Su Casa®.” Our affiliates also own restaurants that operate under concepts other than the Business System (as defined below). Our affiliates’ Uno Restaurants (defined below) are operated by corporations or limited liability companies that are wholly owned subsidiaries of URL or URL’s wholly owned subsidiary URC, LLC (formerly known as Uno Restaurant Corporation) (“URC”). URL and URC are Delaware limited liability companies. URL is a wholly owned subsidiary of URHC. URC, URL and each of their subsidiaries maintain their principal business offices at 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617)323-9200. URL may offer marketing support, software support and other services to our franchisees from time to time (See Items 6, 8 and 11).



Our affiliate, Uno Foods Inc. (“Uno Foods”), 180 Spark Street, Brockton, Massachusetts 02302, telephone (617) 218-5345, has entered into agreements and contracts for the distribution of Uno branded products in non-traditional distribution outlets, including movie theaters, hotels, corporate dining facilities, colleges, airports, airlines, turnpike rest stop locations, family entertainment centers, club stores, supermarkets, convenience stores and other distribution points. We have licensed some of these outlets as Uno Express® locations. Uno Foods also sells refrigerated and frozen Uno brand product to our franchisees (See Item 8), and sells refrigerated and frozen consumer foods bearing the Uno brand to supermarkets, club stores, convenience stores and other commercial customers (See Item 12).

Except as described in this Disclosure Document, we, our Predecessor and affiliates do not offer and have not offered franchises or licenses in any other line of business, and have not owned or operated casual theme or fast casual restaurants. Our affiliates do not provide products or services to our franchisees except as described in this Disclosure Document.

### **The Franchise Offered**

We currently offer franchises to operate fast casual theme restaurants featuring “Chicago Style” deep dish, thin crust, and other style pizza offerings, along with sandwiches, salads, appetizers, desserts, and beverages and (subject to applicable law) beer and wine, operated under the service mark Pizzeria Uno®.

We also currently offer the opportunity to become a franchisee of a full service casual theme restaurant concept featuring “Chicago Style” deep dish, thin crust, and other style pizza offerings, along with sandwiches, salads, pasta, appetizers, desserts, beverages and (subject to applicable law) a full bar, operated under the service marks “Pizzeria Uno®” or other approved/designated name (a “Pizzeria Uno Full Service Restaurant”).

We also offer a smaller format franchise to operate a take-out and delivery only model offering a limited menu of deep dish and thin crust pizza operating under the service mark “Pizzeria Uno®” (a “Pizzeria Uno Take-Out and Delivery Restaurant”). When we use the term “Uno Restaurant” in this Disclosure Document, it refers to a Pizzeria Uno Restaurant, whether Full Service, Fast Casual, or Take-Out and Delivery.

We have offered franchises for the establishment and operation of Uno-branded Restaurants since September 1989, and our Predecessor offered franchises for these Restaurants from 1980 to 1989. We revised our prototype restaurants in 2019 to a smaller footprint, described more fully below in this Item 1, referred to in this Disclosure Document as a Pizzeria Uno Fast Casual Restaurant, or as a Pizzeria Uno Full Service Restaurant which is larger and typically features a full bar (subject to applicable law). Larger restaurants based on our previous larger prototype are sometimes referred to in this Disclosure Document as “Full Service Restaurants.” We do not own or operate Uno Restaurants, although subsidiaries of our parent company do so.

We or our affiliates have from time to time offered franchises for different formats of an Uno Restaurant, including Uno Due Go, Uno Fresco, and Uno Takeries, since October 2007. We no longer offer these concepts. We do not own or operate Uno Restaurants. An affiliate operated

an Uno Due Go Restaurant from 2012 to 2020. We have not offered franchises in any other line of business.

As a result of the expenditure of time, skill, effort, and money, we have developed and own a distinctive system (the “Business System”) relating to the establishment and operation of Uno Restaurants. The distinguishing characteristics of the Business System include: distinctive exterior and interior designs, decor, color schemes, and furnishings; special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial controls; training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop. We identify the Business System by means of our trade names, service marks, trademarks, emblems and indicia of origin, as more fully described in Item 12 of this Disclosure Document, as well as other trade names, service marks and trademarks we designate (or may later designate in writing) for use in connection with the Business System (the “Proprietary Marks”).

The typical Pizzeria Uno Fast Casual Restaurant will occupy approximately 1,000 to 3,000 square feet and seat approximately 15 to 60 customers. Pizzeria Uno Fast Casual Restaurants offer a limited menu consisting of approximately 20 to 40 menu items, including the use of live pizza dough, and providing seating for guests.

The typical Pizzeria Uno Full Service Restaurant will occupy approximately 3,000 to 6,000 square feet and seat approximately 100 to 125 customers. Pizzeria Uno Full Service Restaurants offer a full menu of 50 to 90 menu items. We expect that most customers will consume food and beverages on-premises.

The typical Take-Out and Delivery Restaurant format will occupy approximately 1,000 to 1,500 square feet and will not offer seating. We expect the customers to consume the food off-premises. The take-out and delivery model will not offer grill or sauté capabilities and the menu will focus on deep dish and thin crust pizza.

The form of Franchise Agreement used for Pizzeria Uno Restaurants appears at Attachment B.

We also offer the right to develop multiple Pizzeria Uno Restaurants within a specifically described geographic area (the “Development Agreement”). The form of Development Agreement appears at Attachment C. We will determine the geographic area (the “Territory”) and describe it in the Development Agreement before you sign it (see Item 12). The size of the Territory will vary depending on local market conditions and the number of Pizzeria Uno Fast Casual Restaurants, Pizzeria Uno Full Service Restaurants, and/or Pizzeria Uno Take-Out and Delivery Restaurants you will develop. The Development Agreement requires you to establish more than one Uno Restaurant within the Territory according to a development schedule (the “Development Schedule”), and to sign a separate Franchise Agreement for each Uno Restaurant you establish. For future Uno Restaurants you develop under the Development Agreement, you must sign the form of Franchise Agreement that we offer to new franchisees at that time.

The services and products offered by your Uno Restaurant will be sold to the general public. The market for restaurant services is developed and highly competitive. Uno Restaurants will be in competition with other businesses providing similar menu items, including a large number of national, regional, and local restaurants.

### **Industry-Specific Regulations**

The restaurant/bar industry is regulated on the Federal, state, and local levels. The preparation and handling of food is federally regulated by the Pure Food and Drugs Act of 1906; the Federal Food, Drug, and Cosmetic Act; and by rules and policies of the Food and Drug Administration. State requirements relating to food, health and safety typically pertain to sanitation and food handling. Local inspectors may also enforce sanitation and food handling rules created on the state and/or local level. Many state and local authorities also regulate the sale of alcoholic beverages, and all Uno Restaurants must be licensed for such sale. The location, construction and operation of an Uno Restaurant may also be affected by a variety of state and local zoning, land use, planning, handicap access, minimum wage, and labor laws and regulations. We recommend that you consult with your attorney for an understanding of all applicable laws.

## **ITEM 2** **BUSINESS EXPERIENCE**

For purposes of this Item 2 only, references to “us” and “we” refer to our Predecessor for periods prior to our incorporation date of September 29, 1989.

### **Erik E. Frederick: President, Chief Executive Officer, Chief Financial Officer and Director**

Mr. Frederick has served as our President, Chief Executive Officer, Chief Financial Officer and Director since December 2020 and our President, Chief Financial Officer and Director since May 2020. Prior to that, Mr. Frederick was our Chief Financial Officer, Sr. Vice President and Director since August 2018. Mr. Frederick provided financial consulting to the Company from June until August 2018. Mr. Frederick was the managing partner of Inflexion Point providing interim CFO and managing consulting advice from June 2012 through June 2018.

### **George W. Herz II: Chief Administrative Officer, General Counsel, and Secretary**

Mr. Herz has served as Chief Administrative Officer, General Counsel and Secretary since December 2018. Prior to that, Mr. Herz was our Senior Vice President, General Counsel and Secretary since February 2000 and our Director since September 2013.

### **Frederick Houston: Vice President of Franchising**

Mr. Houston has been our Vice President of Franchising since January 2006.

### **Brett Larrabee: Director of Franchise Development**

Mr. Larrabee has served as our Director of Franchise Development since May 2021. Prior to that, Mr. Larrabee was employed as Director of International Development by Little Caesar’s Enterprises in Detroit, Michigan from September 2018 to February 2021. Prior to that, Mr.

Larrabee was Chief Development Officer for Franchise Office in Davidson, North Carolina from January 2013 to September 2018. Mr. Larrabee was Director of Franchise Development for Famous Dave's in Minnetonka, Minnesota from January 2013 through September 2018 and from September 2012 through January 2013, Mr. Larrabee was Director of Franchise Development for Tappers Pizza in Whitewater, Wisconsin.

Chris Dellamarggio: Director of Marketing

Mr. Dellamarggio has served as our Head of Marketing since March 2021. Prior to that, Mr. Dellamarggio was the owner/operator of John Francis Corporation in Waltham, Massachusetts, which operated franchise retail locations, since August 2001.

Abigail Zall: Manager of Learning and Development

Ms. Zall has been our Manager of Learning and Development since July 2017. From October 2015 to July 2017, Ms. Zall was the Assistant General Manager at our Westborough, Massachusetts restaurant.

**ITEM 3**  
**LITIGATION**

**Pending Matters**

There are no pending matters that are required to be disclosed in this Disclosure Document.

**Concluded Matters**

No litigation is required to be disclosed in this Disclosure Document.

**ITEM 4**  
**BANKRUPTCY**

No bankruptcies are required to be disclosed in this Disclosure Document.

**ITEM 5**  
**INITIAL FEES**

You must pay us a non-refundable initial franchise fee when you sign the Franchise Agreement in the following amount:

Pizzeria Uno Fast Casual Restaurant:	\$30,000
Pizzeria Uno Full Service Restaurant:	\$40,000
Pizzeria Uno Take-Out and Delivery Restaurant:	\$20,000

The initial franchise fees are uniform for all franchisees.

If you enter into a Development Agreement to develop Uno Restaurants, you must, when you sign the Development Agreement, pay us a territory reservation fee equal to \$5,000 times the

number of Uno Restaurants you will own and operate. The territory reservation fee does not apply toward the initial franchise fees you will pay for each of the Uno Restaurants.

In addition to the territory reservation fee, you must pay us an initial franchise fee of \$30,000 for each Pizzeria Uno fast casual Restaurant, \$40,000 for each Pizzeria Uno Full Service Restaurant, and \$20,000 for each Pizzeria Uno Take-Out and Delivery Restaurant. You must pay one-half of the total amount of the initial franchise fees (\$15,000 per Pizzeria Uno Fast Casual Restaurant, \$20,000 per Pizzeria Uno Full Service Restaurant, and/or \$10,000 per Take-Out and Delivery Restaurant times the number of Restaurants you will own and operate), when you sign the Development Agreement, and you will pay the remaining one-half of the initial franchise fee for each Uno Restaurant when you sign the Franchise Agreements.

The territory reservation fee, development fee and initial franchise fees are uniform for all developers and are non-refundable.

We or our affiliates offer artifact packages and computer hardware and software services to franchisees. The artifact package ranges from \$2,500 to \$5,000 for Pizzeria Uno® Fast Casual Restaurants, from \$4,000 to \$15,000 for Pizzeria Uno Full Service Restaurants, and \$1,000 to \$3,000 for Pizzeria Uno Take-Out and Delivery Restaurants, and must be paid before the materials are shipped. Computer (POS system support charges) payments range from \$600 to \$2,400 per year for each Uno Restaurant, and the first year's charge must be paid before your Restaurant opens for business.

You must pay us for the travel and lodging costs of the opening team for your Uno Restaurant. These travel and lodging costs will range from \$7,500 to \$20,000 for Pizzeria Uno Fast Casual Restaurants, from \$10,000 to \$40,000 for Pizzeria Uno Full Service Restaurants, and from \$7,500 to \$10,000 for Pizzeria Uno Take-Out and Delivery Restaurants, depending on the location of your Restaurant, the number of opening crew members provided, and other factors. You must also pay us a gift card processing deposit in the amount of \$2,500.

**ITEM 6**  
**OTHER FEES**

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	The greater of 5% of Gross Sales or a minimum per month. <sup>1</sup>	Payable on Tuesday of each week for the preceding week via electronic funds transfer (“EFT”).	“Gross Sales” means the total selling price of all services and products from the operation of your Uno Restaurant, subject to certain exclusions as set forth in Article 26.9 of the Franchise Agreement.
Business Co-op Fee	Up to 3% of Gross Sales.	Same as Royalty Fee.	This covers your share of advertising, promotion, customer relationship management (CRM) marketing, internet, social media, loyalty, research, point of purchase materials and marketing costs, including print, radio on a local or regional basis that we incur for the benefit of the Business System. See Item 11.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Minimum Local Advertising Expense	2% of Gross Sales.	Monthly.	You must spend at least 2% of Gross Sales on local advertising, public relations, and promotions of your choice, subject to our approval. We reserve the right to require you to pay half of this amount (1% of Gross Sales) to us for regional or national advertising.
System Wide Marketing and Media Fund Fee	Up to 2% of Gross Sales.	Same as Royalty Fee.	This Fund has not yet been implemented, but is designed to facilitate media market spending in a way that benefits the Business System on a local, regional or national basis through cooperative purchasing of print, radio or television media. See Item 11.
Interest	Lesser of 1½% per month or highest rate allowed by applicable law.	On demand.	Interest may be charged on all overdue amounts.
Advertising and Promotional Materials Fee	As determined by us.	On demand.	We develop advertising and promotional materials from time to time that we make available for your use. We may charge you a reasonable fee for the materials.
Transfer Fee	50% of the then-current Franchise Fee.	Submitted before transfer approval.	The transfer fee is the same under both the Franchise Agreement and the Development Agreement. This amount will also cover our training and assistance fees for training the new owner's Operating Principal.
Public Offering	\$20,000	When billed.	This amount is to reimburse our costs to review your proposed securities offering. The offering fee is the same amount under both the Franchise Agreement and the Development Agreement.
Renewal Fee	25% of then-current initial franchise fee.	On signing renewal Franchise Agreement.	You must give us at least seven months' notice and meet other conditions for renewal (see Item 17).
Site Evaluation Inspections	You must reimburse us for our expenses beyond the first two site evaluations (estimated to range from \$0-\$1,200) per visit excluding travel.	When billed.	We provide two on-site evaluations without charge. For additional site selection visits we may charge you for our costs (see Item 11).
Construction or Remodeling Inspections	You must reimburse us for our expenses (estimated to range from \$0-\$1,200) per visit excluding travel.	When billed.	We provide two on-site inspections without charge. For additional inspections of construction or remodeling we may charge you for our costs (see Item 11).
Additional Training	Reasonable fee and travel.	When billed.	Applies if we provide you with additional trained representatives who provide on-site remedial training.
Insurance Fee	Reasonable costs and expenses.	On demand.	If you fail to procure or maintain the insurance required by the Franchise Agreement, we have the right to procure it and charge you for the premium and our expenses.
Deficiency Correction Costs	Reasonable costs and expenses.	On demand.	We have the right to correct deficiencies in your operation of the Uno Restaurant if you have not corrected them within a reasonable time after receiving notice from us. We may charge you a reasonable fee for our expenses in so acting.
Opening Team Expenses	Reasonable costs and expenses for opening team members.	When billed.	We provide an opening team to provide training and opening assistance at your Uno Restaurant. You must reimburse us for the travel, transportation, lodging and meal expenses we incur in providing the opening team (see Item 7 and Item 11).

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Training and Assistance Fees	Reasonable costs and expenses, plus per diem for employees providing services.	When billed.	We provide initial training for your Operating Principal (or his designee), the General Manager and other managers which we select without additional charge for your first Uno Restaurant. If we provide additional training or assistance for additional or replacement personnel, we have the right to charge a reasonable fee (see Item 11).
Force Majeure/ Reopening Fee	Our travel, salary and related costs associated with reopening the Uno Restaurant.	Monthly; when billed.	If your Uno Restaurant is closed because of an event of force majeure, you must reimburse our expenses associated with your reopening. If you have a partial closure, you must continue paying all fees based on your Gross Sales. If you have signed a Development Agreement and any Uno Restaurant you develop closes for any reason other than an event of force majeure, then you must continue paying 2% of the Uno Restaurant's average monthly Gross Sales from the 12-month period before closing.
Product Inspection and Testing	Cost of inspection or testing.	When billed.	We may require you to pay us or an independent laboratory for the cost of inspection or testing if you wish to purchase or lease items used in the Uno Restaurant from suppliers we have not previously approved (see Item 8).
Legal Fees and Indemnification	Varies according to cost or loss incurred.	On demand.	You must pay our legal costs if we incur legal fees in connection with your breach of the Agreements and indemnify us when certain of your actions result in loss to us under the Agreements (see Item 9).
Audit Fee	Cost of auditing your financial statement and records.	When billed.	Payable only if we find, after an audit, that you have understated any amount owed to us by 2% or more, or Gross Sales of 5% or more.
Opening Date Fees	Costs and expenses.	On demand.	If you open the Uno Restaurant on a date other than the Opening Date on Exhibit A of the Franchise Agreement, and you have not provided 30 days written notice of the actual Opening Date, you must reimburse us for our costs and expenses incurred as a result, including costs to amend our travel arrangements for training personnel.
Help Desk Fee	\$600 - \$800	Annually (billed in September).	Payable for after-hours help desk support, currently \$600 - \$800 per year, subject to increase on written notice from us.
Software Upgrade and Enhancement Fee; Technology Fee	To be determined by us depending on cost and number of upgrades, enhancements, or required technology.	When billed.	See Item 11
Crunchtime Software Fee	\$288 per location per month	\$288 billed monthly.	Includes BOH processing of invoices, inventory, and reporting as well as sales forecasting and labor scheduling, and inclusive of counter, reconcile and impact apps.
Paytronix Software Fee	\$159 per location per month	Billed directly from Paytronix to Franchisee.	Includes gift card processing, guest loyalty program, online ordering and mobile ordering application.
Infosync Analytics & Reporting Access	\$25 per location per month	Billed back by corporate office	Includes access to all analytics and reporting dashboards: sales, labor and operational metrics

1. The minimum monthly Royalty Fee is \$4,000 for Full Service Restaurants, \$2,000 for Fast Casual Restaurants, and \$1,000 for Take-Out and Delivery Restaurants. If you operate at least

four Uno Restaurants, your Royalty Fees will be equal to the greater of 4½% of your aggregate Gross Sales from all of your Uno Restaurants or the minimum monthly Royalty Fee amount times the number of Restaurants you operate. If you operate at least eight Uno Restaurants, your Royalty Fees will be equal to the greater of 4% of your aggregate Gross Sales from all of your Uno Restaurants or the minimum monthly Royalty Fee amount times the number of Restaurants you operate.

All fees, except certain Minimum Local Advertising Expenses and the Paytronix Software Fee, are imposed by, collected by, and paid to us and are non-refundable.

## **ITEM 7** **ESTIMATED INITIAL INVESTMENT**

This table must be read in conjunction with the following notes.

### **A. YOUR ESTIMATED INITIAL INVESTMENT: Pizzeria Uno Fast Casual Restaurants – Built to Suit or Leased Building and Real Estate:**

Cost or Expense <sup>(1)</sup>	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee <sup>(2)</sup>	\$30,000	\$30,000	Lump Sum	At Signing of Franchise Agreement	Us
Building Construction Costs <sup>(3)</sup>	200,000	600,000	As Arranged	As Arranged	Contractor
Furniture, Fixtures and Equipment <sup>(4)</sup>	150,000	300,000	As Arranged	As Arranged	Suppliers
Initial Inventory <sup>(5)</sup>	10,000	20,000	As Arranged	As Arranged	Suppliers
Point of Sale Computer Hardware and Software	\$15,000	\$30,000	As Arranged	As Arranged	Suppliers
Supplies and Miscellaneous Costs (for 3 months)	\$3,000	\$6,000	As Arranged	As Arranged	Suppliers
Business Permits	\$1,000	\$10,000	Lump Sum	As Arranged	Licensing Authorities
Beer and Wine License <sup>(6)</sup>	\$1,000	\$50,000	Lump Sum	As Arranged	Licensing Authorities
Insurance Fees (for first year)	\$10,000	\$30,000	Lump Sum	As Arranged	Insurers
Architect Fees	\$15,000	\$30,000	As Arranged	As Arranged	Architect
Other Professional Fees	\$2,500	\$25,000	As Arranged	As Arranged	Attorneys, Accountants, etc.
Lease Payments <sup>(7)</sup>	\$5,000	\$20,000	Lump Sum	As Incurred	Landlord
Utility Deposits	\$1,000	\$5,000	Lump Sum	Monthly	Utility Companies
Travel and Lodging for Opening Team	\$7,500	\$20,000	Lump Sum	Before Opening	Us
Grand Opening Advertising Expenses	\$5,000	\$5,000	As Arranged	As incurred	Suppliers, Media, etc.
Gift Card Processing Deposit	\$2,500	\$2,500	Lump Sum	Before Opening	Us
Additional Funds (3 months) <sup>(8)</sup>	\$75,000	\$125,000	As Incurred	As Incurred	Employees, Suppliers
<b>Total<sup>(9)</sup></b>	<b>\$533,500</b>	<b>\$1,308,500</b>			

Note 1. The costs and expenses are estimates and your actual costs and expenses may be higher or lower. These estimated expenses are based on new construction and prototypical development of a Pizzeria Uno Fast Casual Restaurant, covering a broad range of locations (new, conversion, etc.). These estimates do not reflect investment amounts associated with establishing a Pizzeria Uno Fast Casual Restaurant outside the United States. Because other countries' laws, regulations, costs and general business considerations affecting the restaurant industry differ from those of the United States, we encourage you, if you plan to establish a Pizzeria Uno Fast Casual Restaurant outside the United States, to consult a business advisor who can properly advise you as to the initial investment requirements outside the United States.

Note 2. Please refer to Item 5 for details about the Initial Franchise Fee. In addition, if you sign a Development Agreement, you must, when you sign the Development Agreement, pay a territory reservation fee equal to \$5,000 times the number of Pizzeria Uno Fast Casual Restaurants you will develop, as well as a development fee



equal to one-half of the \$30,000 initial franchise fee for each Pizzeria Uno Fast Casual Restaurant you will develop. You must pay the remaining balance of the initial franchise fee (\$15,000 per Pizzeria Uno Fast Casual Restaurant), when you sign the Franchise Agreements for your Pizzeria Uno Fast Casual Restaurants (see Item 5).

Note 3. These estimated expenses include your costs of constructing your Pizzeria Uno Fast Casual Restaurant premises, based on use of our design and criteria. These estimates include the contractor’s general conditions, overhead and profit. These estimates assume that adequate utilities are available for connection, and that there are no unusual site conditions or impact fees. Your actual costs may vary from these estimates based on the size, configuration, design and location of your Pizzeria Uno Fast Casual Restaurant as well as other economic factors. Those estimated expenses include an allowance for permits and impact fees. Construction costs and permits/impact fees vary greatly from state to state and region to region, depending on materials, labor costs and other variables.

Note 4. The furniture, fixtures and equipment will vary, depending on the size and seating capacity of the Pizzeria Uno Fast Casual Restaurant. We require you to construct your restaurant in compliance with our current design standards or prototypical construction documents. Deviations from design or design elements must be approved by Franchisor. The estimated expenses include artifacts, signage, awnings, furniture and equipment, and costs to prepare, ship and install the artifact package.

Note 5. This estimate represents the cost of food and beverages, paper goods, product required for initial training and opening inventory for your Pizzeria Uno Fast Casual Restaurant.

Note 6. The cost of obtaining a beer and wine liquor license varies greatly depending on the licensing authority involved and whether a license must be purchased from a seller or governmental entity. In our experience, beer and wine licenses have been obtained for as little as \$0 and as much as \$100,000. This variation reflects the fact that some states issue only a limited number of new licenses each year, or none at all, and you may therefore need to purchase an existing beer and wine license at its fair market value, which may be substantial. You must investigate the cost of obtaining a beer and wine license in your area and consider the costs for your area in your evaluation of this franchise.

Note 7. This estimate represents deposits, rent and related charges and assumes a monthly lease rate of \$2,500 to \$10,000. If you do not already own suitable restaurant space, you must purchase or lease the premises. We anticipate that most franchisees will lease the premises. We recommend a restaurant space of 800 to 3,500 square feet for Pizzeria Uno Fast Casual Restaurants. The cost of leasing space will vary, depending on location and other factors, and may be higher or lower than these estimates in some areas or for some locations. Your total rent expenses should not exceed 10% of your annual Gross Sales. We do not provide estimated costs for purchase of property. If you elect to purchase the property for your Pizzeria Uno Fast Casual Restaurant, you will need to obtain your own estimates of costs for property purchase, site work, construction, and other expenses. You will also need to determine your costs for borrowing funds required, and for debt service payments.

Note 8. This represents your initial start-up expenses primarily for labor and supplies, including payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period.

Note 9. The Totals do not include the territory reservation fee which is required only if a Development Agreement is signed.

**B. YOUR ESTIMATED INITIAL INVESTMENT: Pizzeria Uno Full Service Restaurants – Built to Suit or Leased Building and Real Estate:**

Cost or Expense <sup>(1)</sup>	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee <sup>(2)</sup>	\$40,000	\$40,000	Lump Sum	At Signing of Franchise Agreement	Us
Building Construction Costs <sup>(3)</sup>	\$660,000	\$1,300,000	As Arranged	As Arranged	Contractor
Furniture, Fixtures and Equipment <sup>(4)</sup>	\$275,000	\$475,000	As Arranged	As Arranged	Suppliers
Initial Inventory <sup>(5)</sup>	\$15,000	\$30,000	As Arranged	As Arranged	Suppliers

Cost or Expense <sup>(1)</sup>	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Point of Sale Computer Hardware and Software	\$15,000	\$30,000	As Arranged	As Arranged	Suppliers
Supplies and Miscellaneous Costs (for 3 months)	\$3,000	\$6,000	As Arranged	As Arranged	Suppliers
Business Permits	\$1,000	\$15,000	Lump Sum	As Arranged	Licensing Authorities
Liquor License <sup>(6)</sup>	0	\$200,000	Lump Sum	As Arranged	Licensing Authorities
Insurance Fees (for first year)	\$10,000	\$30,000	Lump Sum	As Arranged	Insurers
Architectural & Structural Design Fees	\$30,000	\$60,000	As Arranged	As Arranged	Architect
Other Professional Fees	\$2,500	\$25,000	As Arranged	As Arranged	Attorneys, Accountants, etc.
Lease Payments <sup>(7)</sup>	\$10,000	\$30,000	Lump Sum	As Incurred	Landlord
Utility Deposits	\$1,000	\$5,000	Lump Sum	Monthly	Utility Companies
Travel and Lodging for Opening Team	\$10,000	\$40,000	Lump Sum	Before Opening	Us
Grand Opening Advertising Expenses	\$5,000	\$5,000	As Arranged	As incurred	Suppliers, Media, etc.
Gift Card Processing Deposit	\$2,500	\$2,500	Lump Sum	Before Opening	Us
Additional Funds (3 months) <sup>(8)</sup>	\$125,000	\$200,000	As Incurred	As Incurred	Employees, Suppliers
<b>Total<sup>(9)</sup></b>	<b>\$1,205,000</b>	<b>\$2,493,500</b>			

Note 1. The costs and expenses are estimates and your actual costs and expenses may be higher or lower. These estimated expenses are based on new construction and prototypical development of an Uno Restaurant, covering a broad range of locations (new, conversion, etc.). These estimates do not reflect investment amounts associated with establishing an Uno Restaurant outside the United States. Because other countries' laws, regulations, costs and general business considerations affecting the restaurant industry differ from those of the United States, we encourage you, if you plan to establish an Uno Restaurant outside the United States, to consult a business advisor who can properly advise you as to the initial investment requirements outside the United States.

Note 2. Please refer to Item 5 for details about the Initial Franchise Fee. In addition, if you sign a Development Agreement, you must, when you sign the Development Agreement, pay a territory reservation fee equal to \$10,000 times the number of Pizzeria Uno Full Service Restaurants you will develop, as well as a development fee equal to one-half of the \$40,000 initial franchise fee for each Pizzeria Uno Full Service Restaurant you will develop. You must pay the remaining balance of the initial franchise fee (\$20,000 per Pizzeria Uno Full Service Restaurant), when you sign the Franchise Agreement for each of your Pizzeria Uno Full Service Restaurants (see Item 5).

Note 3. These estimated expenses include your costs of constructing your Uno Restaurant premises, based on use of our design and criteria. These estimates include the contractor's general conditions, overhead, profit, décor lighting and electrical and general electric and plumbing. These estimates assume that adequate utilities are available for connection, and that there are no unusual site conditions or impact fees. Your actual costs may vary from these estimates based on the size, configuration, design and location of your Uno Restaurant as well as other economic factors. Those estimated expenses include an allowance for permits and impact fees. Construction costs and permits/impact fees vary greatly from state to state and region to region, depending on materials, labor costs and other variables.

Note 4. The furniture, fixtures and equipment will vary, depending on the size and seating capacity of the Uno Restaurant. We require you to construct your restaurant in strict compliance with our current design standards or prototypical construction documents. The estimated expenses include artifacts, signage, awnings, millwork, furniture and equipment, and costs to prepare, ship and install the artifact package. The artifact package is designed to highlight our Chicago heritage and the fact that we invented Deep Dish Pizza in 1943. Any proposed changes to the artifact package that we design must be approved by us before it is added. In event that you would like to use your contractor to install the artifacts we will provide you a plan and schematic of where the artifacts are to be placed. The artifact package consists of signs, photos and other Chicago memorabilia.

Note 5. This estimate represents the cost of food and beverages, paper goods, product required for initial training and opening inventory for your Uno Restaurant.

Note 6. The cost of obtaining a liquor license varies greatly depending on the licensing authority involved and whether a license must be purchased from a seller or governmental entity. In our experience, liquor licenses have been obtained for as little as \$0 and as much as \$200,000. This variation reflects the fact that some states issue only a limited number of new liquor licenses each year, or none at all, and you may therefore need to purchase an existing liquor license at its fair market value, which may be substantial. You must investigate the cost of obtaining a liquor license in your area and consider the costs for your area in your evaluation of this franchise.

Note 7. This estimate represents deposits, rent and related charges and assumes a monthly lease rate of \$5,000 to \$20,000. If you do not already own suitable restaurant space, you must purchase or lease the premises. We anticipate that most franchisees will lease the premises. We recommend a restaurant space of 3,000 to 6,000 square feet for Pizzeria Uno Full Service Restaurants. The cost of leasing space will vary, depending on location and other factors, and may be higher or lower than these estimates in some areas or for some locations. We do not provide estimated costs for purchase of property. If you elect to purchase the property for your Pizzeria Uno Full Service Restaurant, you will need to obtain your own estimates of costs for property purchase, site work, construction, and other expenses. You will also need to determine your costs for borrowing funds required, and for debt service payments.

Note 8. This represents your initial start-up expenses primarily for labor and supplies, including payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period.

Note 9. The Totals do not include the territory reservation fee which is required only if a Development Agreement is signed.

**C. YOUR ESTIMATED INITIAL INVESTMENT: Pizzeria Uno Take-Out and Delivery Restaurants – Built to Suit or Leased Building and Real Estate:**

Cost or Expense <sup>(1)</sup>	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee <sup>(2)</sup>	\$20,000	\$20,000	Lump Sum	At Signing of Franchise Agreement	Us
Building Construction Costs <sup>(3)</sup>	150,000	300,000	As Arranged	As Arranged	Contractor
Furniture, Fixtures and Equipment <sup>(4)</sup>	100,000	125,000	As Arranged	As Arranged	Suppliers
Initial Inventory <sup>(5)</sup>	7,500	7,500	As Arranged	As Arranged	Suppliers
Point of Sale Computer Hardware and Software	15,000	20,000	As Arranged	As Arranged	Suppliers
Supplies and Miscellaneous Costs (for 3 months)	3,000	5,000	As Arranged	As Arranged	Suppliers
Business Permits	1,000	10,000	Lump Sum	As Arranged	Licensing Authorities
Beer and Wine License <sup>(6)</sup>	0	50,000			
Insurance Fees (for first year)	10,000	20,000	Lump Sum	As Arranged	Insurers
Architect Fees	15,000	25,000	As Arranged	As Arranged	Architect
Other Professional Fees	2,500	15,000	As Arranged	As Arranged	Attorneys, Accountants, etc.
Lease Payments <sup>(7)</sup>	3,000	15,000	Lump Sum	As Incurred	Landlord
Utility Deposits	1,000	4,000	Lump Sum	Monthly	Utility Companies
Travel and Lodging for Opening Team	7,500	10,500	Lump Sum	Before Opening	Us
Grand Opening Advertising Expenses	5,000	5,000	As Arranged	As incurred	Suppliers, Media, etc.
Gift Card Processing Deposit	2,500	2,500	Lump Sum	Before Opening	Us
Additional Funds (3 months) <sup>(8)</sup>	50,000	75,000	As Incurred	As Incurred	Employees, Suppliers
<b>Total<sup>(9)</sup></b>	<b>\$393,000</b>	<b>\$709,500</b>			

Note 1. The costs and expenses are estimates and your actual costs and expenses may be higher or lower. These estimated expenses are based on new construction and prototypical development of a Pizzeria Uno Take-Out

and Delivery Restaurant, covering a broad range of locations (new, conversion, etc.). These estimates do not reflect investment amounts associated with establishing a Pizzeria Uno Take-Out and Delivery Restaurant outside the United States. Because other countries' laws, regulations, costs and general business considerations affecting the restaurant industry differ from those of the United States, we encourage you, if you plan to establish a Pizzeria Uno Take-Out and Delivery Restaurant outside the United States, to consult a business advisor who can properly advise you as to the initial investment requirements outside the United States.

Note 2. Please refer to Item 5 for details about the Initial Franchise Fee. In addition, if you sign a Development Agreement, you must, when you sign the Development Agreement, pay a territory reservation fee equal to \$5,000 times the number of Pizzeria Uno Take-Out and Delivery Restaurants you will develop, as well as a development fee equal to one-half of the \$20,000 initial franchise fee for each Pizzeria Uno Take-Out and Delivery Restaurant you will develop. You must pay the remaining balance of the initial franchise fee (\$10,000 per Pizzeria Uno Take-Out and Delivery Restaurant), when you sign the Franchise Agreements for your Pizzeria Uno Take-Out and Delivery Restaurants (see Item 5).

Note 3. These estimated expenses include your costs of constructing your Pizzeria Uno Take-Out and Delivery Restaurant premises, based on use of our design and criteria. These estimates include the contractor's general conditions, overhead and profit. These estimates assume that adequate utilities are available for connection, and that there are no unusual site conditions or impact fees. Your actual costs may vary from these estimates based on the size, configuration, design and location of your Pizzeria Uno Take-Out and Delivery Restaurant as well as other economic factors. Those estimated expenses include an allowance for permits and impact fees. Construction costs and permits/impact fees vary greatly from state to state and region to region, depending on materials, labor costs and other variables.

Note 4. The furniture, fixtures and equipment will vary, depending on the size of the Pizzeria Uno Take-Out and Delivery Restaurant. We require you to construct your restaurant in compliance with our current design standards or prototypical construction documents. Deviations from design or design elements must be approved by us. The estimated expenses include artifacts, signage, awnings, furniture and equipment, and costs to prepare, ship and install the artifact package.

Note 5. This estimate represents the cost of food and beverages, paper goods, product required for initial training and opening inventory for your Pizzeria Uno Take-Out and Delivery Restaurant.

Note 6. The cost of obtaining a beer and wine liquor license varies greatly depending on the licensing authority involved and whether a license must be purchased from a seller or governmental entity. In our experience, beer and wine licenses have been obtained for as little as \$0 and as much as \$50,000. This variation reflects the fact that some states issue only a limited number of new licenses each year, or none at all, and you may therefore need to purchase an existing beer and wine license at its fair market value, which may be substantial. You must investigate the cost of obtaining a beer and wine license in your area and consider the costs for your area in your evaluation of this franchise.

Note 7. This estimate represents deposits, rent and related charges and assumes a monthly lease rate of \$1,500 to \$5,000. If you do not already own suitable restaurant space, you must purchase or lease the premises. We anticipate that most franchisees will lease the premises. We recommend a restaurant space of 1,000 to 1,500 square feet for Pizzeria Uno Take-Out and Delivery Restaurants. The cost of leasing space will vary, depending on location and other factors, and may be higher or lower than these estimates in some areas or for some locations. Your total rent expenses should not exceed 10% of your annual Gross Sales. We do not provide estimated costs for purchase of property. If you elect to purchase the property for your Pizzeria Uno Take-Out and Delivery Restaurant, you will need to obtain your own estimates of costs for property purchase, site work, construction, and other expenses. You will also need to determine your costs for borrowing funds required, and for debt service payments.

Note 8. This represents your initial start-up expenses primarily for labor and supplies, including payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period.

Note 9. The Totals do not include the territory reservation fee which is required only if a Development Agreement is signed.

To our knowledge, the costs or expenses described above are not refundable. If you obtain financing for any portion of your initial investment, then your initial cash requirements will be reduced and your “additional funds” requirements will be increased to cover your interest costs and principal repayments under the financing arrangement.

We anticipate that your expenses to develop Pizzeria Uno Restaurants under the Development Agreement will be primarily as described in the charts above, multiplied by the number of Restaurants in the Development Schedule. Certain development costs may increase over the term of your Development Agreement due to general economic conditions.

## **ITEM 8** **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### **Obligation to Purchase or Lease Products or Services from Us**

Except as set forth below, you do not have to purchase or lease any products or services from us or any of our affiliates.

### **Obligation to Purchase or Lease Products or Services that Meet our Standards and Specifications**

You must operate the Uno Restaurant in strict conformity with our standards and specifications and the restrictions on the use of the Proprietary Marks described in the Franchise Agreement.

You must maintain the Uno Restaurant in a high degree of sanitation and repair, and you must make such additions, alterations, repairs and replacements (“alterations”) as may be required for that purpose, including such periodic repainting or replacement of obsolete signs, furnishings, equipment and decor as we may reasonably direct, at your cost and expense. You must also obtain, at your expense, any new or additional equipment, fixtures, supplies and other products and materials (“additional materials”) which we may reasonably require in order for you to offer and sell new menu items or to provide the Uno Restaurant’s services by alternative means. You must on our request make other improvements to modernize the Uno Restaurant premises, equipment (including POS System or other computer hardware and software systems), signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials (“capital improvements”), at the earlier of: (i) seven years after the execution of the Franchise Agreement for a Restaurant, or (ii) such time that a majority of the Uno Restaurants then operated by us or our affiliates in the United States have made or have initiated such capital improvements. All alterations, additional materials and capital improvements must comply with our standards and specifications.

You must play in your Uno Restaurant such recorded or programmed music as we may from time to time require in the Manuals or otherwise in writing. You will need to obtain such copyright licenses as may be necessary to authorize the playing of such recorded music.

Any vehicle you use to deliver Uno Restaurant products and services to customers must meet our standards and specifications.

You must procure and maintain in full force and effect at all times during the term of the Franchise Agreement, at your expense, an insurance policy or policies protecting you and us against any demand or claim with respect to personal and bodily injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring on or in connection with the Uno Restaurant. Your insurance policies must be written by carriers reasonably acceptable to us (*e.g.*, having been assigned an “A” rating or its equivalent by a recognized insurance rating service) who are duly licensed by the appropriate governmental authorities. The minimum coverage amounts you must maintain are set out in Article 12 of the Franchise Agreement.

### **Obligation to Purchase or Lease Products or Services from Designated or Approved Suppliers**

You must comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (point of sale, scheduling, financial polling, and other computer hardware and software systems), and other products used or offered for sale at the Uno Restaurant. You must obtain all such items from suppliers we authorize (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet our then-current standards and specifications for such items and who possess adequate quality controls and capacity to supply your needs promptly and reliably.

If you desire to purchase, lease or use any such items from an unauthorized supplier, you or the supplier must request our written consent. You must not purchase or lease from any supplier until and unless we have authorized such supplier in writing. We will have the right to require that our representatives be permitted to inspect the supplier’s facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory designated by us for testing. We often test products at parent-owned Uno Restaurants as part of our evaluation. You must pay the expenses incurred by us or our designee in connection with the test and the actual cost of the test. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any supplier previously consented to by us and to revoke our consent on the supplier’s failure to continue to meet any of our then-current criteria. We are not required to consent to any particular supplier. Except as described above, we do not impose a fee for product approval requests and generally approve or disapprove requests within one day to three months after we receive them.

We have and may continue to develop for use in the Business System certain products, including products which are prepared from highly confidential recipes and which are our trade secrets. Because of the importance of quality and uniformity of production and the significance of such products in the Business System, it is to the mutual benefit of us and you that we closely control the production and distribution of such products. Accordingly, if such products become a part of the Business System, you must use only our confidential recipes and other proprietary products, and must purchase all of your requirements for such products solely from us or authorized suppliers we designate.

If we make available to you certain promotional merchandise (such as T-shirts, sweatshirts and caps) identifying the Business System, you must purchase such merchandise in amounts sufficient to satisfy your customer demand from us or from a source we designate.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Uno Restaurant), and other items which we may designate, must bear the Proprietary Marks in the form, color, location and manner we prescribe.

We will promptly furnish to you, on your written request, our then current standards and specifications for any equipment, supplies, trademarked paper goods, or other products required by us, provided that we will not be obligated to disclose any of our trade secrets. We will also promptly furnish to you, on your written request, the names and addresses of all manufacturers currently approved by us from whom such equipment, supplies, trademarked paper goods, and other products may be purchased.

### **Percentage of Required Purchases to All Purchases**

We estimate that the required purchases described above will represent 70% to 85% of all your purchases necessary to establish the Uno Restaurant, and 80% to 90% of all your purchases necessary to operate the Uno Restaurant. As of September 28, 2021, we do not have any purchasing or distribution cooperatives. We have negotiated certain purchasing arrangements with suppliers providing beneficial pricing and terms that franchisees are entitled to utilize. We do not provide material benefits to franchisees based on their use of designated or approved sources.

### **Revenues Received by Us and our Affiliates from Franchisees' Purchases**

In the past, we have offered design services for a fee to assist in implementing approved premises alterations requested by franchisees. We did not receive any revenue from design services fees during our fiscal year ended September 28, 2021. We or our affiliates offer artifact packages, food products, and computer hardware and software services to franchisees. During our fiscal year ended September 28, 2021 we received no revenue from providing artifact packages to franchisees. We or our affiliates have provided POS system support and other hardware and software services to franchisees. During our fiscal year ended September 28, 2021 we or our affiliates received a total of \$40,771.14 (less than 1% of URHC's total revenue) from providing computer software and software services to franchisees.

Uno Foods is an approved supplier of certain food products to our franchisees. Uno Foods' products are sold to one or more food service distributors, who in turn supply those products to our affiliates' and franchisees' Uno Restaurants and other authorized purchasers. During our fiscal year ended September 28, 2021, Uno Foods received approximately \$66,000 (less than 1% of Uno Foods' total revenue) from sales of products purchased by our franchisees. Otherwise, neither we nor our affiliates are approved suppliers of goods or services.

We or our affiliates may, from time to time, receive rebates or other payments from suppliers as a result of purchases by our affiliates' and franchisees' Uno Restaurants. During our fiscal year ended September 28, 2021, monies received from certain suppliers based on franchisees' purchases or leases were \$368,165.29. This amount was collected on behalf of franchisees on a pass-through basis by URHC and represents less than 1% of URHC's total revenue. During our fiscal year ended September 28, 2021, all monies we received from suppliers based on franchisees' purchases or leases was remitted or credited back to our franchisees. However, we reserve the right to modify our policy regarding use of supplier payments in the

future. We also reserve the right to set off the amount of any fees or other payments you owe to us against the amount of any marketing rebates or supplier payments allocable to you. None of our officers currently has an ownership interest in any non-affiliated supplier.

## **ITEM 9** **FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

<b>Obligation</b>	<b>Section in Agreement*</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Article 3 of Franchise Agreement	Items 8 and 11
b. Pre-opening purchases/leases	Articles 7 and 13 of Franchise Agreement	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 3 of Franchise Agreement; Article 4 of Development Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Article 6 of Franchise Agreement	Items 6, 7, 8 and 11
e. Opening	Articles 3 and 13, and Exhibit A of Franchise Agreement	Item 11
f. Fees	Articles 4, 7, and 9 of Franchise Agreement, Article 3 of the Development Agreement	Items 5 and 6
g. Compliance with standards and policies/Manuals	Articles 1, 6, 7, 8, 9, 10, 12, 13, and 14 of Franchise Agreement	Items 11 and 14
h. Trademarks and proprietary information	Articles 10 and 14 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Article 7 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Article 7 of Franchise Agreement	Item 8
k. Territorial development and sales quotas	Article 4 of Development Agreement	Item 12
l. Ongoing product/service purchases	Article 7 of Franchise Agreement	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Article 7 of Franchise Agreement	Items 8 and 11
n. Insurance	Article 12 of Franchise Agreement	Items 7 and 8
o. Advertising	Article 9 of Franchise Agreement	Items 6, 8 and 11
p. Indemnification	Article 21 of Franchise Agreement, Article 14 of Development Agreement	Item 6
q. Owner's participation/management/staffing	Articles 6 and 13 of Franchise Agreement, Article 6 of Development Agreement	Items 1, 11 and 15
r. Records and reports	Articles 4, 9 and 11 of Franchise Agreement	Item 6
s. Inspections and audits	Articles 7 and 11 of Franchise Agreement	Items 6, 8 and 11
t. Transfer	Article 16 of Franchise Agreement, Article 9 of the Development Agreement	Items 6 and 17
u. Renewal or Extension of Rights	Article 2 of Franchise Agreement, Article 2 of Development Agreement	Items 6 and 17
v. Post-termination obligations	Article 20 of Franchise Agreement, Article 13 of the Development Agreement	Items 6 and 17
w. Noncompetition covenants	Article 15 and Exhibit C of Franchise Agreement, Article 8 and Exhibit B of the Development Agreement	Item 17
x. Dispute resolution	Article 22 of Franchise Agreement, Article 15 of the Development Agreement	Items 6 and 17



\*References to the Franchise Agreement apply to both the Pizzeria Uno Fast Casual Restaurant Franchise Agreement and the Pizzeria Uno Full Service Restaurant Franchise Agreement.

## **ITEM 10** **FINANCING**

We do not offer direct or indirect financing for franchisees or developers, nor do we guarantee notes, leases, or other obligations for franchisees or developers. We do not have any past or present practice or intent to sell, assign, or discount to a third party, all or part of any financing arrangement, but reserve the right to do so. Neither we nor our affiliates receive payments for the placement of financing with any lender.

## **ITEM 11** **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

### **Pre-Opening Obligations**

Before your Uno Restaurant opens, we will offer certain services to you pursuant to the Franchise Agreement. The Development Agreement confers development rights only and does not require us to provide any services to you. The services we make available under the Franchise Agreement are as follows. References to the Franchise Agreement apply to both the Pizzeria Uno Fast Casual Restaurant Franchise Agreement and the Pizzeria Uno Full Service Restaurant Franchise Agreement.

1. Our Site Selection Handbook and such site selection assistance as we may deem advisable, as well as such on-site evaluation as we may deem necessary on our own initiative or in response to your reasonable request for evaluation of a site; provided, that we will not provide an on-site evaluation for any proposed site before we receive all required information and materials concerning such site. (Franchise Agreement Article 3.2)

2. On loan, a set of architectural and design plans and specifications for an Uno Restaurant. You must independently, and at your expense, have the plans and specifications adapted for construction of the Uno Restaurant in accordance with the Franchise Agreement, including adaptations required to comply with the regulations and standards required under applicable state or local laws where your Uno Restaurant is located. You may not modify the plans and specifications in any material respect without our prior written consent, which will not be unreasonably withheld. (Franchise Agreement Article 3.4).

3. Online access to the Manuals. (Franchise Agreement Article 14.2).

4. An initial training program and other training programs, as described below. (Franchise Agreement Article 6.1).

5. On-site pre-opening assistance at the Uno Restaurant in accordance with the provisions of the Franchise Agreement, as described below. (Franchise Agreement Article 3.6).

## **Site Selection**

You assume all cost, liability, expense and responsibility for locating, obtaining and developing the site for, and for constructing and equipping, the Uno Restaurant. You must comply with the minimum guidelines for site selection in our written handbook of site evaluation information and site selection criteria (the “Site Selection Handbook”) (Franchise Agreement Article 3.1 and 3.2).

1. You must, within three months after you sign the Franchise Agreement, locate a site for the Uno Restaurant that satisfies the minimum site selection criteria in the Site Selection Handbook. Those criteria include traffic patterns, the total population in the vicinity of the proposed site along with median income and educational levels, available parking, access, liquor license availability, signage and other physical and demographic characteristics. You must submit to us a description of the site and evidence that the site satisfies our minimum site selection criteria, together with such other information and materials as we may reasonably require. (Franchise Agreement Article 3.2)

2. We may, in our discretion, direct one or more of our representatives to visit the site. The first two site visits will be without additional charge to you. For all subsequent site visits at your request, you must promptly reimburse us for all costs and expenses we incur, including lodging, meals, travel, and wages incurred or related to the site visit(s). (Franchise Agreement Article 3.2).

3. We have 30 days after receipt of this information and materials to determine if the proposed site meets our criteria. You may not use the proposed site for your Uno Restaurant unless we consent to the site in writing. Our consent to a site is not deemed to be a representation or warranty that the site for the Restaurant will be economically successful or attain any specific level or range of performance. (Franchise Agreement Article 3.2).

4. You must acquire the site for the Uno Restaurant within 120 days after we give our consent. After you receive our consent and have acquired the site, the location will be described in the Franchise Agreement. (Franchise Agreement Article 3.3).

If we so request, you must submit a copy of your proposed lease or purchase agreement to us for our written consent before you sign. We will not approve a lease for the Uno Restaurant unless a rider to the lease, prepared and signed by us, you and the lessor, in substantially the form attached to the Franchise Agreement as Exhibit B, is attached to and incorporated in the lease. (Franchise Agreement Article 3.3).

You must obtain all zoning classifications and clearances required under applicable laws or restrictive covenants relating to the Uno Restaurant premises. Before beginning construction or remodeling of the Uno Restaurant, you must obtain all required approvals, clearances, permits and certifications, and you must certify in writing to us that the insurance coverage specified the Franchise Agreement is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. On request, you must provide to us additional copies of your certificates of insurance and copies of all the approvals, clearances, permits and certifications. (Franchise Agreement Article 3.5 and 3.6).

You must obtain any architectural, engineering and design services necessary for the construction or conversion of the Uno Restaurant at your own expense from an architectural design firm approved by us in writing. You must adapt our architectural and design plans and specifications for construction of the Uno Restaurant as necessary for the construction of the Uno Restaurant and must submit such adapted plans to us for review. If we determine that the adapted plans do not satisfy our architectural or design standards and specifications, we will notify you within 30 days of receiving the plans of the changes necessary to make the plans acceptable. If we fail to notify you of an objection to the plans within this time period, you may use the plans. We will, on a resubmission of the plans with such changes, notify you within 15 days of receiving the resubmitted plans whether the plans are acceptable. If the changes are not acceptable, we must notify you of the objections as described above, and you must similarly resubmit the plans until the plans are acceptable to us. If we fail to notify you of any objection within the time period, you may use the resubmitted plans. Our acceptance of the plans does not constitute a representation, warranty, or guarantee, express or implied, that the plans are free of architectural or design errors and we will have no liability to you or any other party regarding them. (Franchise Agreement Article 3.4).

You must begin and diligently pursue construction or remodeling of the Uno Restaurant and provide us with periodic reports regarding the progress of the construction or remodeling at our request. We may make on-site inspections we deem necessary to evaluate your progress. If during the inspections we identify instances where your construction or remodeling is inconsistent with, or does not meet, our standards, we will notify you in writing of the deficiencies, and you must correct the deficiencies before opening. You must notify us of the scheduled date for completion of construction or remodeling no later than 30 days before the date of completion. Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of the completed Uno Restaurant. You must pay all reasonable costs and expenses we incur in connection with the any on-site inspections, including lodging, meals, travel and wages. (Franchise Agreement Article 3.6).

### **Time to Open**

The typical length of time between the signing of the Franchise Agreement and the opening of an Uno Restaurant is approximately 6 to 18 months. Factors which may affect this time period include your ability to identify a proper location, obtain a lease, obtain necessary zoning and building permits, and obtain financing, as well as the availability of your contractor.

### **Continuing Obligations**

After your Uno Restaurant opens, we will offer additional services to you pursuant to the Franchise Agreement. The Development Agreement does not require us to provide any services to you. The services we make available after opening are as follows:

1. If available as determined by us, we will license to you (or required you to license from a designated supplier), certain computer software, employee scheduling modules, financial polling (currently, Mirus) and other programs and expenses used in the operation of the Uno Restaurants. Such software may require connection to (at your expense) and operation of computers that comply with our requirements, and we have the right to modify our requirements

from time to time. We will make available to you at a reasonable cost any upgrades, enhancements or replacements to the software that we develop from time to time. We will provide to you, for a reasonable fee, such software support services as we deem advisable. (Franchise Agreement Article 5.4)

2. Visits to the Uno Restaurant and evaluations of the products sold and services rendered in it from time to time as we reasonably determine. (Franchise Agreement Article 5.5)

3. Certain advertising and promotional materials and information we develop from time to time for your use in marketing and conducting local advertising for the Uno Restaurant. We may charge you a reasonable fee for such advertising and promotional materials. We may review and consent to or reject all advertising and promotional materials that you propose to use. (Franchise Agreement Article 5.6)

4. Advice and written materials concerning techniques of managing and operating the Uno Restaurant we develop from time to time, including new developments and improvements in Uno Restaurant equipment and food products, source specifications and packaging and preparation. (Franchise Agreement Article 5.7)

5. On-site pre-opening and post-opening assistance at the Uno Restaurant, as described below. (Franchise Agreement Article 3.6)

## **Advertising Programs**

### **Business Co-op, Minimum Advertising Expenses, and Other Advertising Programs:**

You must contribute an amount we designate, up to 3% of your Gross Revenues, to the Business Co-op Program for use in advertising, promotion, and marketing for all Uno Restaurants. The Business Co-op Program is utilized for ad production, menu production, advertising placement, to facilitate media market spending in a way that benefits the Business System through cooperative development, point of purchase materials, brand content, training films, menu printing and development, test kitchen operations, research and development regarding the brand, inspections, promotions, CRM marketing, conventions, other services benefiting the Business System, and our costs for the salaries, fringe benefits, administrative, overhead, and travel costs of the personnel who are involved in the Business Co-op Program. Advertising and marketing materials may be prepared by our in-house advertising staff or by an outside advertising agency. We have also developed promotional programs for use by all Uno Restaurants, but participation in these programs is optional.

We administer and direct expenditures of the funds contributed to the Business Co-op Program. These funds are maintained and accounted for by Uno Restaurants, LLC, which reserves the right to hold Business Co-op funds in a separate account. We prepare annual unaudited financial statements which are available for review by franchisees. In our fiscal year ended September 28, 2021 the Business Co-op program spent its funds as follows: 11% on print, broadcast, and digital production; 48% on department expenses, salaries, and culinary research and development; 23% on email, website, and digital optimization; and 17% on agencies and market research. Except for payment of the expenses of administering and managing the program,

neither we nor our affiliates receive payment for providing goods or services to the Business Co-op program.

We are not obligated to spend any amount on advertising in the area or territory where your Uno Restaurant is located. If fees are not spent in the fiscal year in which they accrue, the fees will be carried forward into the following fiscal year. We do not use funds for advertising that is principally a solicitation for the sale of franchises. We will not have a fiduciary obligation in connection with our maintenance or administration of the Business Co-op Program.

There is no advertising council composed of franchisees, but there is a Franchise Business Council (the “FBC”), through which you may make comments on advertising policy or programs. The FBC acts in an advisory capacity only. Members are selected by a vote of franchisees (one vote per franchisee), and we reserve the right to change, reform or dissolve the FBC.

Parent-owned Uno Restaurants contribute to the Business Co-op program on the same basis as franchisees. The amount which you must contribute is described in Item 6, and is the same for all franchisees.

You must spend a minimum of 2% of your Gross Revenues on approved local advertising and marketing (“Minimum Local Advertising Expense”) for your Uno Restaurant. You must submit a sample of proposed advertising materials to us before use, and we will have 10 working days to approve or disapprove the material. If we take no action within 10 days, you may use the material submitted. We may disapprove if, in our sole discretion, the material is offensive, inaccurate, strategically inappropriate, potentially harmful to the Proprietary Marks or otherwise injurious to us or franchisees. Expenditures for advertising that we have not approved will not be counted toward satisfaction of your Minimum Local Advertising Expense. You must provide us with monthly and annual reports of your Local Advertising expenditures, and we will have the right to audit your records relating to these expenditures.

**System Wide Marketing and Media Fund (Franchise Agreement Article 9.7):** We also reserve the right to assess Pizzeria Uno Full Service Restaurants for contributions to a system wide media fund which will be designed to facilitate media market spending in a way that benefits the Business System through cooperative purchasing of media (the “System Wide Marketing and Media Fund”). The System Wide Marketing and Media Fund can be implemented on either a local, regional, or national basis on two months’ written notice. Fees paid to this Fund, if established, will be in addition to the Business Co-op Fee and your Minimum Local Advertising Expense. We have not, as of the date of this Disclosure Document, established this Fund.

Advertising for the System Wide Marketing and Media Fund may be prepared by our in-house advertising department or an advertising agency. If and when we establish the System Wide Marketing and Media Fund, your obligations will be as follows:

(a) On the Tuesday of each week during the term of the Agreement, you must contribute an amount we designate, but not more than 2% of your Gross Revenues for the preceding week.

(b) We will maintain and administer the System Wide Marketing and Media Fund as follows:

(i) We will oversee all advertising and promotional programs with sole discretion to approve or disapprove the creative concepts, materials and media used in these programs, and the placement and allocation of them. The System Wide Marketing and Media Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the Business System on a local, regional or national basis.

(ii) The System Wide Marketing and Media Fund, all contributions to it, and any earnings on it will be used for advertising, promotion and marketing purposes.

(iii) We will maintain the System Wide Marketing and Media Fund in an account separate from our other monies and will not use these funds to defray any of our expenses, except for costs incurred for media and administration of the Fund. We will maintain separate bookkeeping accounts for the System Wide Marketing and Media Fund.

(iv) We anticipate that all contributions to and earnings of the System Wide Marketing and Media Fund will be expended for advertising and/or promotional purposes during the fiscal year within which the contributions and earnings are received. If excess amounts remain in the System Wide Marketing and Media Fund at the end of the fiscal year, all expenditures in the following fiscal year(s) will be made first out of accumulated funds and earnings from previous years and then from contributions and earnings in the current year.

(v) The System Wide Marketing and Media Fund will not be our asset. The System Wide Marketing and Media Fund will be operated solely as a conduit for the collection and expenditure of advertising contributions. An unaudited statement of the operations of the System Wide Marketing and Media Fund as shown on our books will be prepared annually and will be made available to you on your request.

(vi) We will have the right to terminate the System Wide Marketing and Media Fund at any time after all monies in the Fund have been expended for advertising and/or promotional purposes.

We will not have a fiduciary obligation in connection with our maintenance or administration of the System Wide Marketing and Media Fund.

### **Point of Sale and Computer Systems**

You must install and maintain internet connectivity, equipment and software in accordance with our standards and specifications to permit us to electronically access and retrieve Gross Sales and other information stored on your point of sale or other computer systems. We will have electronic access to this information at such times and in such manner as we specify. You will be in default under the Franchise Agreement if you fail to comply with these requirements. (Franchise Agreement Article 8)

We currently designate Crunchtime software, a fully equipped Back of the House restaurant system, for use by our franchisees. You will utilize Crunchtime for food costing, inventory, electronic invoicing, labor scheduling and operational reporting system. We will assist you with initial setup and will centrally maintain all recipes and product specifications. You will be required to use job codes, product numbers and any/all other specific data points to match our

setup and facilitate system integration. The fee for Crunchtime software is \$288 per location per month, paid in advance quarterly and billed back by our corporate office.

We currently designate Paytronix software for guest loyalty, gift card processing, online ordering and mobile ordering application. Ongoing maintenance of the system will be managed by us and you will be expected to comply with all data standards, determined by us, required to maintain operations of the loyalty, gift card and ordering functionality. The Paytronix monthly fee \$159 per location. You must setup separate account with Paytronix for monthly billing.

We currently designate Infosync software, which offers a robust reporting and analytics package, for use by our franchisees. Your data will be loaded automatically from the POS System via an Infosync polling agent. You will have access to analytic reporting for a fee of \$25 per month per location.

We currently designate POSitouch software for use by our franchisees. POSitouch is a feature rich food service software solution commonly used in the restaurant industry. The POS System controls sales transactions and is capable of generating a wide variety of reports including terminal totals listings, cashier totals listings, server totals listings, and menu item sales analysis. You must also license or purchase the required employee scheduling modules, inventory and financial analysis systems and other programs and expenses used in the operation of the Uno Restaurants. We reserve the right to modify our computer hardware and software requirements from time to time, and you must comply with those modifications. We reserve the right to require you to obtain new software, hardware, applications, or technology for use in operating your Restaurant, and we have the right to charge a Technology Fee for technology provided by us or a third party vendor on our behalf. We also charge a help desk fee for technology support we provide to you.

You may purchase the POS System from any approved supplier. Neither we, our affiliates, nor a third party has the contractual right or obligation to provide ongoing maintenance, repairs, upgrades or updates. The annual cost of any optional maintenance and support contracts, upgrades and updates is dependent on the number of terminals in the Uno Restaurant.

For a Pizzeria Uno Full Service Restaurant, we require you to utilize a digital guest engagement system to allow your customers to review your menu, place orders, contactlessly pay, and provide comments from their table. We do not designate a provider of the system, but the system you choose must interface with our required POS System. Providers generally charge an installation fee along with monthly service charges. Neither we nor any of our affiliates receives any revenue from suppliers of these systems.

For a Pizzeria Uno Fast Casual Restaurant, you must obtain a digital menu board and self-service kiosk. We do not designate a provider of the system, but the system you choose must interface with our required POS System. Providers generally charge an installation fee along with monthly service charges. Neither we nor any of our affiliates receives any revenue from suppliers of these systems.

## **Operating Manuals**

The table of contents of our Manuals is attached to this Disclosure Document as Attachment F. The attachment describes the number of pages devoted to each subject and the total number of pages in each of the Manuals.

## **Training Program**

For a Pizzeria Uno Fast Casual Restaurant, you, your Operating Principal, and one manager must successfully complete our initial training program. For a Pizzeria Uno Full Service Restaurant, you, your Operating Principal, your General Manager, two assistant managers (one of front-of-house manager and one kitchen manager), your shift supervisor, and other personnel we designate must attend and successfully complete (in our determination), our initial training program not later than eight weeks before the opening date of the Uno Restaurant. We will conduct initial training at a parent-operated restaurant or another location we designate. We will provide instructors and training materials for the initial training program of those persons at no additional charge to you. If any of these persons does not successfully complete initial training two weeks before your Uno Restaurant opens, you must designate a replacement who must successfully complete the initial training program. We reserve the right to charge a reasonable fee for any initial training provided to a replacement Operating Principal, General Manager or assistant manager. If the Uno Restaurant is the second or subsequent Uno Restaurant you develop, you must, at our request and subject to our consent, conduct the initial training program at your expense. You are responsible for any and all expenses incurred by you or the Operating Principal, General Manager and assistant managers during training, including costs of travel, lodging, meals and wages. (Franchise Agreement Articles 6.1 and 13.5).

### **Training for Pizzeria Uno Fast Casual and Take-Out and Delivery Restaurants**

Training for management employees of Pizzeria Uno Fast Casual and Take-Out and Delivery Restaurants will consist of no fewer than 20 to 35 days (4 – 7 weeks) of in-store operations training. A mandatory MIT seminar may be required in the future. Successful completion of the competency-based management training program will be determined by culmination of each module of the program and certification contingent on the successful completion of the accomplishment recaps, projects, workbooks and examinations which accompany each module of the program. The training for managers includes certification of each trainee by the National Restaurant Association in Serving Safe Food as well as the subjects listed below:

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of on-the-job Training</b>	<b>Location</b>
Core Ideology	2		Parent-owned Uno Restaurant
Employment Law	1.5		Parent-owned Uno Restaurant
Employee Selection and Retention	4.0		Parent-owned Uno Restaurant
In-Store Operations Training – Management Employees		At least 200	Parent-owned Uno Restaurant

When you open your first Pizzeria Uno Fast Casual or Take-Out and Delivery Restaurant, we will provide you with an opening crew of at least four of our training personnel for at least two



weeks to provide on-site pre-opening and opening training, supervision, and assistance to you for your first restaurant. On-the-job training, which is conducted by our opening crew, is currently provided for the following employees: Heart of House (“HOH”) (40 hrs) cooks, prep, dishwasher salad/Prep/Maintenance personnel, Front of House (“FOH”) (40 hrs) hosts, cashier, and shift. If the Uno Restaurant is your second or third Uno Restaurant, then we will provide at least two training personnel and you will provide the remaining opening crew members as we designate at our discretion. Any opening trainer that you may want to provide must be approved by us. If the Uno Restaurant is your fourth or subsequent Uno Restaurant, we may provide, at our option and in our discretion, a representative to observe and provide limited opening assistance to you. (Franchise Agreement Article 6.2). You must reimburse us for all travel, transportation, lodging and meal expenses we incur in providing you with an opening crew (see Item 7).

Training for Pizzeria Uno Full Service Restaurants

Training for management employees of Pizzeria Uno Full Service Restaurants will consist of no fewer than 20 - 35 days (4-7 weeks) of in-store operations training. A mandatory MIT seminar may be held in the future. Successful completion of the competency-based management training program will be determined by culmination of each module of the program and certification contingent on the successful completion of the accomplishment recaps, projects, workbooks and examinations which accompany each module of the program. The training for managers includes certification of each trainee by the National Restaurant Association in Serving Safe Food as well as the subjects listed below:

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of on-the-job Training</b>	<b>Location</b>
Core Ideology	2		Parent-owned Uno Restaurant
Employment Law	1.5		Parent-owned Uno Restaurant
Employee Selection and Retention	4.0		Parent-owned Uno Restaurant
In-Store Operations Training – Management Employees		At least 200	Parent-owned Uno Restaurant

When you open your first Pizzeria Uno Full Service Restaurant, we will provide you with an opening crew of at least four of our training personnel for at least two weeks to provide on-site pre-opening and opening training, supervision, and assistance to you for your first restaurant. On-the-job training, which is conducted by our opening crew, is currently provided for the following employees: Heart of House (“HOH”) (40 hrs) cooks, prep, dishwasher salad/Prep/Maintenance personnel, Front of House (“FOH”) (40 hrs) hosts, cashier, and shift. If the Uno Restaurant is your second or third Uno Restaurant, then we will provide at least two training personnel and you will provide the remaining opening crew members as we designate at our discretion. Any opening trainer that you may want to provide must be approved by us. If the Uno Restaurant is your second or third Uno Restaurant, then we will provide at least two training personnel and you will provide the remaining opening crew members. Any opening crew members you provide must be approved by us. If the Uno Restaurant is your fourth or subsequent Uno Restaurant, we may provide, at our option and in our discretion, a representative to observe and provide limited opening assistance to you. (Franchise Agreement Article 6.2). You must reimburse us for all travel, transportation, lodging and meal expenses we incur in providing you with an opening crew (see Item 7).

We may offer additional training programs and seminars from time to time on topics we select, and will provide instructors and training materials. We have the right to require attendance by you and your personnel at additional training programs seminars we offer. On your reasonable request or as we deem appropriate, we will, subject to the availability of personnel, provide you with additional trained representatives who will provide on-site remedial training to your Uno Restaurant personnel. You will be responsible for any and all expenses incurred by you or your Uno Restaurant personnel in connection with attending additional training, including costs of travel, lodging, meals and wages, and will also reimburse us for our costs of providing remedial training. (Franchise Agreement Article 6.3).

All training activities will be overseen by Abigail Zall, Manager of Learning and Development, and her staff of training specialists with the assistance of company Regional Directors of Operations. Ms. Zall's business history is set out in Item 2. She has been our Manager of Learning and Development since July 2017, and has more than five years' experience with our restaurants. Ms. Zall's instructors include other corporate employees and company executives, each of whom has at least two years' experience in the field she or he instructs.

Any training we provide to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to guests in a manner that reflects our standards and specifications. You are, and will remain, the sole employer of your employees during all training programs and thereafter, and you are solely responsible for all employment decisions and actions related to your employees. You must ensure that your employees receive adequate training.

## **ITEM 12** **TERRITORY**

### **Franchise Agreement**

The Franchise Agreement grants you the right to operate an Uno Restaurant at a single location that you select and that we approve. Exhibit A to the Franchise Agreement lists the specific site address of the approved location. You must operate the Uno Restaurant only at the approved location and you may not relocate the Uno Restaurant without first obtaining our written consent. You may not offer or sell any products or services at or from another location. You have no right to establish or operate another Uno Restaurant unless you enter into a separate Franchise Agreement for that Uno Restaurant.

Your approved location will be within an Assigned Area that we describe in Exhibit A to the Franchise Agreement by boundary streets or highways, city limit or county line boundaries, by an area encompassed within a radius of a specific distance (or a range of distances) or by any other method. We will determine the Assigned Area based on various market and economic factors such as an evaluation of market demographics, the market penetration of the Business System and similar businesses, the availability of appropriate sites and the growth trends in the market. The Assigned Area (granted under the Franchise Agreement) will be smaller than the Territory granted under the Development Agreement, and the Assigned Area for a Pizzeria Uno Fast Casual Restaurant or a Pizzeria Take-Out and Delivery Restaurant will be smaller than the Assigned Area for a Pizzeria Uno Full Service Restaurant. You will not receive an exclusive territory. You may

face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

As long as you or your Principals are not and have not been in violation or breach of the Development Agreement or any Franchise Agreement or other agreement between you or your affiliates and us or our affiliates, neither we nor our affiliates will establish or authorize any other person or entity to establish an Uno Restaurant in the Assigned Area granted under the Franchise Agreement during the term of the Franchise Agreement. We and our affiliates retain all other rights, including the right at any time to conduct (or authorize third parties to conduct) the following activities, regardless of competitive effect on the Assigned Area or any Uno Restaurant you operate: (1) advertise and promote the Uno Restaurants and the Business System; (2) establish Alternative Distribution Sites *e.g.* smaller food service facilities, food service sites in transportation centers such as airports, train stations, bus stations and highway rest areas, in-room hotel dining, theater concessions, co-branded food service or entertainment locations, grocery stores and other non-restaurant retail locations, Uno Express locations, Uno® branded or non-branded delivery-only kitchen locations, and institutional food service sites, as more fully defined in Franchise Agreement Article 26.2); (3) sell products and services from Alternative Distribution Sites; (4) provide catering and delivery services; (5) offer and sell collateral and ancillary products and services which may be similar to those offered by the Uno Restaurants, such as pre-packaged food products, wearables, Pizzeria Uno memorabilia, and kitchen utensils other than through an Uno Restaurant; and (6) offer and sell products and services under other names and marks. We also reserve the right to operate and franchise Uno Restaurants anywhere outside your Assigned Area (Franchise Agreement Article 1.3).

### **Development Agreement**

Under the Development Agreement, we assign you the Territory within which you must develop two or more Pizzeria Uno Full Service Restaurants in accordance with the Development Schedule. The Development Schedule contains a number of interim time periods during which Uno Restaurants must be established (“Development Periods”). The Development Agreement also contains a schedule which describes the projected opening date of each Uno Restaurant and the execution date for each Franchise Agreement. The Territory will be described in Exhibit A of the Development Agreement typically by boundary streets or highways, city limit or county line or state boundaries, by an area encompassed within a radius of a specific distance (or a range of distances) or of a distance sufficient to encompass a specified population (or range of populations), or by any other method of delineation that we determine is appropriate under the circumstances. We will determine the Territory and number of Uno Restaurants that you will commit to develop, before you sign the Development Agreement, based on various market and economic factors such as those described above regarding the Assigned Area. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Under the terms of the Development Agreement, we and our affiliates and franchisees reserve rights to continue to operate Uno Restaurants, if any, that exist in your Territory before your Development Agreement is signed. We and our affiliates retain other rights, including the right to at any time conduct (or authorize third parties to conduct) the following activities, regardless of competitive effect on your Uno Restaurants or the Territory: (1) advertise and

promote the Uno Restaurants and the Business System; (2) establish Alternative Distribution Sites *e.g.* smaller food service facilities, food service sites in transportation centers such as airports, train stations, bus stations and highway rest areas, in-room hotel dining, theater concessions, co-branded food service or entertainment locations, grocery stores and other non-restaurant retail locations, Uno Express locations, Uno® branded or non-branded delivery-only kitchen locations, and institutional food service sites, as more fully defined in Development Agreement Article 18.3); (3) sell products and services from Alternative Distribution Sites; (4) provide catering and delivery services; (5) offer and sell collateral and ancillary products and services which may be similar to those offered by the Uno Restaurants, such as pre-packaged food products, wearables and Pizzeria Uno memorabilia, other than through an Uno Restaurant; and (6) offer and sell products and services under other names and marks. We also reserve the right to operate and franchise Uno Restaurants anywhere outside your Territory (Development Agreement Article 1.3).

You may exercise the development rights granted by the Development Agreement only by entering into a separate Franchise Agreement with us for each Uno Restaurant for which a development right is granted. The Franchise Agreement will be our then-current form.

If you do not open Uno Restaurants in accordance with the Development Schedule, you will be in default under the Development Agreement and we may, among other things: terminate the Development Agreement; modify your territorial rights; reduce the area of any territorial rights; reduce the number of Uno Restaurants which you may establish; or pursue any other remedy we may have at law or in equity. If you cease to operate any Uno Restaurant prior to the expiration of its Franchise Agreement, you must have a replacement Uno Restaurant open and operating within 180 days.

Under the Development Agreement, you will have a limited right to develop additional Uno Restaurants, subject to compliance with the terms of the Development Agreement and payment of additional initial franchise fees. (Development Agreement Article 4.2) You will not have any right of first refusal to develop an Uno Restaurant outside the Territory under the Development Agreement.

The territorial rights granted to you under the Franchise Agreement or the Development Agreement for Uno Restaurants are not dependent on your achieving certain sales volumes, market penetration or other contingency, and the Territory and Assigned Area may not be altered except as stated above or by mutual agreement.

### **Other Distribution Activities**





We or our affiliates, including Uno Foods, currently sell and plan to sell refrigerated and frozen consumer foods to commercial customers (see Item 1). These foods include Uno® brand and private label pizza and other products. These products are sold or will be sold to grocery stores and other Alternative Distribution Sites which may be located in your Assigned Area or Territory. Uno Foods may license the sale of these products under the Proprietary Marks and other private label brands or offer these products for sale through other distribution methods. We have no established timetable for further future development of these plans.

We have in the past, and may in the future, operate, franchise, license or develop smaller quick service concepts known as an “Uno Express.” Uno Express is a smaller-sized Uno restaurant identified by the Proprietary Marks. Uno Express locations are designed to operate within warehouse and wholesale club stores, in airport terminals, convenience stores, family entertainment centers, within food courts for tollways and major thoroughfares, on college campuses and in similar locations offering a limited line of menu items and only non-alcoholic beverages. We may in the future operate Uno® branded or non-branded delivery-only or ghost kitchen locations. We may offer franchises or licenses for these kitchen locations, but we have no established timetable for this.

Our affiliate SLA Su Casa, Inc., operates one Mexican restaurant, in Chicago, Illinois. We do not believe that the products or services offered by this business are part of the same product or service market as that served by the Uno Restaurants.

### **ITEM 13** **TRADEMARKS**

If you operate a Pizzeria Uno Full Service Restaurant or a Pizzeria Uno Fast Casual Restaurant, you will have the right to use the name “Pizzeria Uno®” and the other Proprietary Marks listed in the following table. We have registered the following principal marks with the United States Patent and Trademark Office (“USPTO”). Except as otherwise indicated, the marks are registered on the Principal Register:

REGISTRATION NUMBER	MARK	REGISTRATION DATE	GOODS AND SERVICES
5,132,540	UNO INSIDER'S CLUB	1/31/17	Customer loyalty services for restaurant customers for commercial, promotional and advertising purposes provided via e-mail, the Internet and other means of communication
4,660,850	 UNO PIZZERIA & GRILL	12/23/14	Restaurant and bar services; Restaurant services; Take-out restaurant services
4,660,778	UNO PIZZERIA & GRILL	12/23/14	Restaurant and bar services; restaurant services; take-out restaurant services
4,367,817	 UNO due go	7/16/13	Restaurant services; Take-out restaurant services
3,376,478	UNO EXPRESS	1/29/08	Restaurant services and take-out food services
3,257,139	UNO CHICAGO PIZZA	6/26/07	Carry-out restaurants; Restaurant services
3,291,825	UNO DEEP DISH SUNDAE	9/11/07	Entree consisting primarily of ice cream, for consumption on or off the premises
3,240,606	 UNO CHICAGO GRILL	5/8/07	Take-away restaurant services
3,231,293	UNO CHICAGO GRILL	4/17/07	Take-away restaurant services
2,900,824	UNO CHICAGO GRILL	11/2/04	Restaurant services
3,796,481	UNO TASTEFULLS	6/1/10	Calzones
3,757,594	NUMERO UNO	3/9/10	Partially pre-cooked pizza sold in retail stores
3,573,325	UNO DUE GO	2/10/09	Carry-out restaurants; Restaurant services; Take-out restaurant services
3,426,686	NUMERO UNO	5/13/08	Pizza for consumption on or off the premises
2,561,335	UNO AMBER ALE	4/16/02	Ale
1,928,784	UNO	10/24/95	Clothing, namely jackets, sweatshirts, caps, ties, polo shirts, T-shirts, robes, and aprons, sold in connection with applicant's restaurant services
1,846,019	 UNO CHICAGO PIZZERIA	7/19/94	Restaurant services
1,757,093	UNO	3/9/93	Calzones
1,615,917	UNO	10/2/90	Partially pre-cooked pizza sold in retail stores and in restaurants
1,586,246	UNO'S	3/6/90	Restaurant Services
1,089,458	PIZZERIA UNO	4/11/78	Restaurant Services
1,329,014	UNO	4/2/85	Restaurant Services

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceeding and any pending material litigation involving the marks described above which are relevant to their use in the state.

Except as described below, there are no agreements currently in effect which significantly limit our rights to use or license the use of the marks in any manner material to the franchise. Under an Agreement dated October 2, 1990, between us and our affiliates and Uno's Pizza, Inc. and its principals ("Uno's Pizza, Inc."), Uno's Pizza, Inc. (an unaffiliated third party) retains the right to use the mark "UNO's" in a small non-exclusive area in West Seneca, New York. Uno's Pizza, Inc. has agreed not to expand the use of the name to other sites and not to transfer the name to any third party. The Agreement is of perpetual duration and may not be unilaterally canceled

or modified. New York Department of State records reflect that Uno's Pizza, Inc. was dissolved in December 2000.

We are aware that a pizza restaurant has been operating in Platteville, Wisconsin under the name "Pizzeria Uno." In California, the mark "Numero Uno" may be used only as the name of a menu item. Except as described above, we know of no superior prior rights or infringing uses which could materially affect your use of the marks except as noted above.

You must notify us immediately by telephone, and thereafter in writing, of any apparent infringement of or challenge to your use of any Proprietary Mark, of any claim by any person of any rights in any Proprietary Mark, and you and your Principals must not communicate with any person other than us or persons whom we designate in connection with any such infringement, challenge or claim. We will have complete discretion to take such action as we deem appropriate, and the right to control any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim relating to any Proprietary Mark. You must sign such documents and render such assistance as we may reasonably deem necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Proprietary Marks.

We are not obligated by the Franchise Agreement, the Development Agreement or otherwise to protect any rights which you have to use the marks. We reserve the right to substitute different Proprietary Marks for use in identifying the Business System and the Uno Restaurant if our current Proprietary Marks no longer can be used, or if we, in our sole discretion, determine that substitution of different Proprietary Marks will be beneficial to the Business System. In such event, we may require you, at your expense, to discontinue or modify your use of any of the Proprietary Marks or to use one or more additional or substitute Proprietary Marks. If your Restaurant is located in Minnesota, we are obligated under Minnesota law to protect your right to use the Proprietary Marks and other related rights against claims of infringement and unfair competition. However, if anyone establishes to our satisfaction that its rights are, for any legal reason, superior to our rights to any of the Proprietary Marks, then you must, at your expense, modify your use of the Proprietary Marks or cease using one or more of the Proprietary Marks as we may require to avoid conflict with those superior rights.

#### **ITEM 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

##### **Patents, Copyrights and Intellectual Properties**

We do not own any registered patents that are material to the franchise. Although we have not filed applications for copyright registration, we claim copyrights on all our menus, point of purchase materials and all like materials used in the Business System. Item 11 describes limitations on your use of this material.

##### **Confidential Manuals and Information**

Under the Franchise Agreement, we will provide you with electronic access to a copy of the Uno Restaurant Recipe Manual, the Bar Manual, the Front of House (FOH) Manual (this includes Host, Bar and Server), Maintenance, Dish, Prep and Salad Manual, Pizza/Sandwich

Manual, the Management Training Program Manual, the HazMat Manual, the Management Administration Guide: Certified Trainer Program, and the Confidential Operating Manual, also known as the Management Operations Manual. At our discretion, we may either revise one or more of the existing manuals or create new manuals to address any subjects that are unique to Uno restaurants. The Manuals are our sole property and must be kept in a secure place on the Uno Restaurant premises. All of these manuals collectively referred to as “Manuals.”

We may revise the contents of the Manuals and you must comply with each new or changed standard. You must also keep the Manuals current at all times. If there is a dispute as to the contents of the Manuals, the terms of the master copy we maintain at our home office will control.

You must operate the Uno Restaurant in accordance with the standards and procedures specified in the Manuals. We claim proprietary rights in our recipes, in methods of operating the Uno Restaurants and in other information relating to the establishment and operation of the Uno Restaurants, which are included in the Manuals and which are our trade secrets. You and the Principals must: (a) treat the Manuals, recipes, operating methods and any other materials we create or approve for use in operating the Uno Restaurant, and the information contained in them, as confidential, (b) use all reasonable efforts to maintain this information as secret and confidential, and (c) make the materials available only to those of your employees that must have access to it in order to operate the Uno Restaurant, or to such other persons we authorize in writing.

You and the Principals must not: (a) copy, record or otherwise reproduce our proprietary materials or information, or make them available to any unauthorized person, without our written consent, (b) use our proprietary materials or information for your or their own benefit or for any purpose other than operating the Uno Restaurant. Any and all information, knowledge, know-how and techniques related to the Business System that we communicate to you, including the Manuals, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, recipes, and other information communicated in writing and through other means, including electronic media (*e.g.*, CD Rom, Internet, computer disk or video and audio tape) are considered confidential.

You must have your General Manager and any of your other personnel who receive or will have access to confidential information, sign similar covenants (see Item 17). The covenants will be substantially as provided in Exhibit C to the Franchise Agreement and Exhibit B to the Development Agreement.

If you or your Principals develop any new concept, process, product, recipe or improvement in operating or promoting the Uno Restaurant (including computer software enhancements), you must promptly notify us and give us all necessary information relating to the development, free of charge. You and your Principals must acknowledge that any of these concepts, processes, products, recipes or improvements will become our property and we may give the information to other franchisees.

## **Software**

If we provide you Software, you must also treat that as confidential information. You are prohibited from copying, or otherwise reproducing or making it available to any unauthorized



person. Any Software provided must be returned to us if the Franchise Agreement is terminated or expires. If we provide you any Software, we will require you to sign a software license Agreement (as described in Item 11) that will state your obligations of confidentiality regarding the Software.

**ITEM 15**  
**OBLIGATIONS TO PARTICIPATE IN THE ACTUAL**  
**OPERATION OF THE FRANCHISE BUSINESS**

Under the Development Agreement and Franchise Agreement (the “Agreements”), we have characterized certain parties as your “Principals.” The Agreements are signed by us, by you, and by your Principals. If you are an individual, your Principals include your spouse, if you are married. If the Franchisee or Developer is a corporation, partnership, limited liability company or other legal entity, the Principals include the entity’s officers and directors (including the officers and directors of any general partner or corporate shareholder), and all holders of a five percent or greater ownership interest in the entity, and in any entity that directly or indirectly controls the Franchisee or Developer. Persons designated as Principals must sign the Franchise Agreement and Development Agreement, as applicable, and agree to be individually bound by certain obligations under the Agreements, including confidentiality and non-competition covenants, and to personally guarantee your performance under the Agreements.

When the Franchise Agreement is signed, you must designate an individual to serve as the “Operating Principal” of the Uno Restaurant. Your Operating Principal will be the individual primarily responsible for your business and must devote substantial full time and best efforts to supervising and conducting the Uno Restaurant. If you are an individual, you must perform all obligations of the Operating Principal. The Operating Principal must meet our standards and criteria, as we provide in the Manuals or otherwise in writing. The Operating Principal must sign the Franchise Agreement as one of the Principals, and will be individually, jointly and severally, bound by all of your and the Principals’ obligations under the Franchise Agreement.

If, during the term of the Franchise Agreement, the Operating Principal is not able to continue to serve or no longer qualifies to act as the Operating Principal, you must promptly notify us and designate a replacement within 30 days. The replacement is subject to the same qualifications and restrictions listed above. You must provide for interim management of the Uno Restaurant, in accordance with the requirements of the Franchise Agreement, until you designate a replacement Operating Principal.

You must designate and retain at all times a “General Manager” to direct the day to day operation and management of the Uno Restaurant. Your General Manager must devote full time and best efforts to the supervision and management of the Uno Restaurant. Your Operating Principal must either serve as the General Manager, or, subject to our approval, designate another individual to serve as the General Manager of the Uno Restaurant. The General Manager may be, but need not be, one of the Principals.

The General Manager must satisfy our educational, training and business experience criteria as we describe in the Manuals or otherwise in writing, and must be an individual acceptable to us. If, during the term of the Franchise Agreement, the General Manager is not able to continue

to serve in that capacity or no longer qualifies to do so, you must promptly notify us and designate a replacement within 30 days. The replacement must meet the same qualifications listed above. You must provide for interim management of the Uno Restaurant, consistent with the terms of the Franchise Agreement, until the replacement is designated.

You must obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager. At our request, you must require any of your personnel to sign covenants that they will maintain the confidentiality of information they receive or have access to based on their relationship with you (see Item 14). These covenants will be in substantially the same form attached to the Franchise Agreement and the Development Agreement. We reserve the right to decrease the period of time or geographic scope of the noncompetition covenants described in the attachments or eliminate the noncompetition covenants altogether for any party that is required to sign an Agreement as described in this paragraph (see Item 17).

## **ITEM 16** **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must comply with all of our standards and specifications relating to the purchase of all food, food products and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register, computer hardware and software), social media and other products used or sold at the Uno Restaurant (see Item 8). You must comply with all applicable laws and regulations and obtain all appropriate governmental approvals relating to the Uno Restaurant.

You must operate the Uno Restaurant in strict conformity with the Standards and Specifications and the restrictions on the use of the Proprietary Marks described in the Franchise Agreement. In particular, you must (a) sell all menu items, products and services we require in the manner and style we direct, including dine-in, carry-out, catering and delivery services, as we specify, (b) sell only the menu items, products and services that we have expressly authorized, refrain from deviating from our Standards and Specifications without our written consent, and discontinue selling any menu items, products or services that we do not approve, and (c) maintain in sufficient supply and use and sell at all times only food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our Standards and Specifications, and prepare all menu items in accordance with our recipes and preparation procedures contained in the Manuals or other written directives.

You must maintain a competent, conscientious and trained staff to operate the Uno Restaurant in accordance with the Franchise Agreement and the Manuals and take the steps necessary to ensure that your employees preserve good customer relations, and comply with our dress codes. You are, and will remain, the sole employer of your employees during all training programs and thereafter, and you are solely responsible for all employment decisions and actions related to your employees. You must ensure that your employees receive adequate training.

You have complete discretion over the prices you charge to customers for the sale of any menu items, products, merchandise and services. We do not impose any other restrictions in the

Franchise Agreement or otherwise, as to the goods or services that you may sell or as to the customers to whom you may offer goods or services (see Item 8).

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

A. Pizzeria Uno Fast Casual Restaurant:

Category	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	Article 2.1	Seven years unless terminated earlier.
b. Renewal or extension of the term <sup>(1)</sup>	Article 2.2	Agreement may be renewed at your option for two additional five year terms or to correspond with lease terms.
c. Requirements to renew or extend <sup>(2)(3)</sup>	Article 2.2	Requirements include, among others: You must give at least 7 months' notice, repair and update equipment and Uno Restaurant premises, not be in breach of any Agreement with us or our affiliates, have the right to remain in possession of Uno Restaurant premises, have satisfied all monetary obligations to us and our affiliates, pay renewal fee equal to 50% of our then-current initial franchise fee, sign our then-current Agreement (which may contain materially different terms and conditions from your original Agreement) and general release, and comply with current qualification and training requirements.
d. Termination by Franchisee	Not Applicable	Not Applicable
e. Termination by Franchisor without cause <sup>(1)</sup>	Not Applicable	Not Applicable
f. Termination by Franchisor with "cause" <sup>(1)</sup>	Article 19	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined - curable defaults	Article 19.3	Curable defaults include, among others: If you or your affiliates fail to pay any monies owed to us or our affiliates (including under any financing arrangements that we guarantee) and do not cure within 10 days after notice (or other period provided), fail to obtain execution of the covenants and related agreements required in the Franchise Agreement within 30 days after a request, fail to procure and maintain required insurance within 7 days after notice, use the Proprietary Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to comply with any term and condition of any sublease or related Agreement and have not cured the default within the given cure period or fail to cure any other default that is susceptible of cure within 30 days after notice.

Category	Section in Franchise Agreement	Summary
h. "Cause" defined - defaults which cannot be cured	Article 19.2	Noncurable defaults include, among others: if you become insolvent or make a general assignment for benefit of creditors, file a petition under federal bankruptcy laws, are adjudicated bankrupt or insolvent, a receiver is appointed for your property, proceedings for a composition of creditors are instituted against you, a final judgment against you remains unsatisfied for over 30 days, you are dissolved (if a legal entity), execution has been levied against you or your property, suit to foreclose any lien or mortgage against your premises or equipment has been instituted and not dismissed within 30 days, your property is sold after levy, you attempt to transfer your business without our prior written consent, or you have been given notice of default three or more times in any 12 month period.
i. Franchisee's obligations on termination/non-renewal	Article 20	Obligations include, among others: You must cease operating the Uno Restaurant and using the Marks and Business System and completely de-identify the business, pay all amounts due to us or our affiliates, return all Manuals and software and other proprietary materials, comply with confidentiality requirements, and at our option, sell or assign to us (at our option) your rights in the Uno Restaurant premises and the equipment and fixtures used in the business.
j. Assignment of contract by Franchisor	Article 16.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by Franchisee-defined	Article 26.16	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Uno Restaurant or you (if you are not a natural person).
l. Franchisor's approval of transfer by Franchisee	Article 16.2	You must obtain our consent before transferring any interest in the assets of the Uno Restaurant, the Franchise Agreement, or in you (if you are not a natural person).
m. Conditions for Franchisor's approval of transfer <sup>(3)</sup>	Article 16.3	Conditions include, among others: You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, assume all obligations, attend training, renovate or modernize the Uno Restaurant, and sign our then-current Franchise Agreement.
n. Franchisor's right of first refusal to acquire Franchisee's business	Article 16.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase Franchisee's business	Articles 16.4, 20.2, 20.3 and 20.4	Other than on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of Franchisee	Article 16.5	If you are a natural person, on death or permanent disability, the transferee or beneficiary must be approved by us.
q. Non-competition covenants during the term of the franchise	Article 15.1	You and your Principals may not: (a) divert, or attempt to divert, any business or customer of the Uno Restaurant to any competitor, or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the Business System; or (b) own, maintain, operate, engage in, or have any financial or beneficial interest in any business at any location within the United States or any foreign jurisdiction where we or our Affiliates have registered or sought to register any of the Proprietary Marks, that is of a character and concept similar to the Uno Restaurant, including (i) a casual dining or quick-service restaurant business, as such market segment is defined pursuant to then-current industry standards, or (ii) any food service business which offers pizza as a primary menu item.

<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
r. Non-competition covenants after the franchise is terminated or expires <sup>(4)</sup>	Article 15.2	Covenants include, among others: You and your Principals are prohibited for a period of one year from engaging in the conduct described above with respect to a business which is located, or is intended to be located within a 10-mile radius of any Uno Restaurant or other Pizzeria Uno food service facility that is in existence, under construction or under contract as of the date of the Franchise Agreement.
s. Modification of the Agreement <sup>(5)</sup>	Articles 14.3 and 25.4	You must comply with Manuals as amended. Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce scope of covenants.
t. Integration/merger clause <sup>(6)</sup>	Article 25.4	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). We do not disclaim or require you to waive reliance on representations made in this Disclosure Document. No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v. Choice of forum <sup>(7)</sup>	Article 22.1	All court or other proceedings related to or arising out of the Franchise Agreement will be venued in the State Court of Suffolk County, Massachusetts and the Federal District Court of Massachusetts (subject to applicable state law).
w. Choice of law <sup>(8)</sup>	Article 25.5	Disputes and claims relating to the Franchise Agreement, and any claims arising out of the relationship created by the Franchise Agreement, are to be governed and enforced under the law of Massachusetts, except for Massachusetts choice of law rules. (subject to applicable state laws)

(Notes appear below the final table)

#### B. Pizzeria Uno Full Service Restaurant:

<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
a. Length of the term of the franchise	Article 2.1	Ten years unless terminated earlier.
b. Renewal or extension of the term <sup>(1)</sup>	Article 2.2	Agreement may be renewed at your option for one additional ten year term or to correspond with lease terms.
c. Requirements to renew or extend <sup>(2)(3)</sup>	Article 2.2	Requirements include, among others: You must give at least 7 months' notice, repair and update equipment and Uno Restaurant premises, not be in breach of any Agreement with us or our affiliates, have the right to remain in possession of Uno Restaurant premises, have satisfied all monetary obligations to us and our affiliates, pay renewal fee equal to 50% of our then-current initial franchise fee, sign our then-current Agreement (which may contain materially different terms and conditions from your original Agreement) and general release, and comply with current qualification and training requirements.
d. Termination by Franchisee	Not Applicable	Not Applicable
e. Termination by Franchisor without cause <sup>(1)</sup>	Not Applicable	Not Applicable
f. Termination by Franchisor with "cause" <sup>(1)</sup>	Article 19	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.

Category	Section in Franchise Agreement	Summary
g. "Cause" defined - curable defaults	Article 19.3	Curable defaults include, among others: If you or your affiliates fail to pay any monies owed to us or our affiliates (including under any financing arrangements that we guarantee) and do not cure within 10 days after notice (or other period provided), fail to obtain execution of the covenants and related agreements required in the Franchise Agreement within 30 days after a request, fail to procure and maintain required insurance within 7 days after notice, use the Proprietary Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to comply with any term and condition of any sublease or related Agreement and have not cured the default within the given cure period or fail to cure any other default that is susceptible of cure within 30 days after notice.
h. "Cause" defined - defaults which cannot be cured	Article 19.2	Noncurable defaults include, among others: if you become insolvent or make a general assignment for benefit of creditors, file a petition under federal bankruptcy laws, are adjudicated bankrupt or insolvent, a receiver is appointed for your property, proceedings for a composition of creditors are instituted against you, a final judgment against you remains unsatisfied for over 30 days, you are dissolved (if a legal entity), execution has been levied against you or your property, suit to foreclose any lien or mortgage against your premises or equipment has been instituted and not dismissed within 30 days, your property is sold after levy, you attempt to transfer your business without our prior written consent, or you have been given notice of default three or more times in any 12 month period.
i. Franchisee's obligations on termination/non-renewal	Article 20	Obligations include, among others: You must cease operating the Uno Restaurant and using the Marks and Business System and completely de-identify the business, pay all amounts due to us or our affiliates, return all Manuals and software and other proprietary materials, comply with confidentiality requirements, and at our option, sell or assign to us (at our option) your rights in the Uno Restaurant premises and the equipment and fixtures used in the business.
j. Assignment of contract by Franchisor	Article 16.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by Franchisee-defined	Article 26.16	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Uno Restaurant or you (if you are not a natural person).
l. Franchisor's approval of transfer by Franchisee	Article 16.2	You must obtain our consent before transferring any interest in the assets of the Uno Restaurant, the Franchise Agreement, or in you (if you are not a natural person).
m. Conditions for Franchisor's approval of transfer <sup>(3)</sup>	Article 16.3	Conditions include, among others: You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, assume all obligations, attend training, renovate or modernize the Uno Restaurant, and sign our then-current Franchise Agreement.
n. Franchisor's right of first refusal to acquire Franchisee's business	Article 16.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase Franchisee's business	Articles 16.4, 20.2, 20.3 and 20.4	Other than on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of Franchisee	Article 16.5	If you are a natural person, on death or permanent disability, the transferee or beneficiary must be approved by us.

<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
q. Non-competition covenants during the term of the franchise	Article 15.1	You and your Principals may not: (a) divert, or attempt to divert, any business or customer of the Uno Restaurant to any competitor, or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the Business System; or (b) own, maintain, operate, engage in, or have any financial or beneficial interest in any business at any location within the United States or any foreign jurisdiction where we or our Affiliates have registered or sought to register any of the Proprietary Marks, that is of a character and concept similar to the Uno Restaurant, including (i) a casual dining or quick-service restaurant business, as such market segment is defined pursuant to then-current industry standards, or (ii) any food service business which offers pizza as a primary menu item.
r. Non-competition covenants after the franchise is terminated or expires <sup>(4)</sup>	Article 15.2	Covenants include, among others: You and your Principals are prohibited for a period of one year from engaging in the conduct described above with respect to a business which is located, or is intended to be located within a 10-mile radius of any Uno Restaurant or other Pizzeria Uno food service facility that is in existence, under construction or under contract as of the date of the Franchise Agreement.
s. Modification of the Agreement <sup>(5)</sup>	Articles 14.3 and 25.4	You must comply with Manuals as amended. Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce scope of covenants.
t. Integration/merger clause <sup>(6)</sup>	Article 25.4	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). We do not disclaim or require you to waive reliance on representations made in this Disclosure Document. No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v. Choice of forum <sup>(7)</sup>	Article 22.1	All court or other proceedings related to or arising out of the Franchise Agreement will be venued in the State Court of Suffolk County, Massachusetts and the Federal District Court of Massachusetts (subject to applicable state law).
w. Choice of law <sup>(8)</sup>	Article 25.5	Disputes and claims relating to the Franchise Agreement, and any claims arising out of the relationship created by the Franchise Agreement, are to be governed and enforced under the law of Massachusetts, except for Massachusetts choice of law rules. (subject to applicable state laws)

(Notes appear below the final table)

### C. Pizzeria Uno Take-Out and Delivery Restaurant:

<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
a. Length of the term of the franchise	Article 2.1	Seven years unless terminated earlier.
b. Renewal or extension of the term <sup>(1)</sup>	Article 2.2	Agreement may be renewed at your option for two additional five year terms or to correspond with lease terms.

<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
c. Requirements to renew or extend <sup>(2)(3)</sup>	Article 2.2	Requirements include, among others: You must give at least 7 months' notice, repair and update equipment and Uno Restaurant premises, not be in breach of any Agreement with us or our affiliates, have the right to remain in possession of Uno Restaurant premises, have satisfied all monetary obligations to us and our affiliates, pay renewal fee equal to 50% of our then-current initial franchise fee, sign our then-current Agreement (which may contain materially different terms and conditions from your original Agreement) and general release, and comply with current qualification and training requirements.
d. Termination by Franchisee	Not Applicable	Not Applicable
e. Termination by Franchisor without cause <sup>(1)</sup>	Not Applicable	Not Applicable
f. Termination by Franchisor with "cause" <sup>(1)</sup>	Article 19	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined - curable defaults	Article 19.3	Curable defaults include, among others: If you or your affiliates fail to pay any monies owed to us or our affiliates (including under any financing arrangements that we guarantee) and do not cure within 10 days after notice (or other period provided), fail to obtain execution of the covenants and related agreements required in the Franchise Agreement within 30 days after a request, fail to procure and maintain required insurance within 7 days after notice, use the Proprietary Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to comply with any term and condition of any sublease or related Agreement and have not cured the default within the given cure period or fail to cure any other default that is susceptible of cure within 30 days after notice.
h. "Cause" defined - defaults which cannot be cured	Article 19.2	Noncurable defaults include, among others: if you become insolvent or make a general assignment for benefit of creditors, file a petition under federal bankruptcy laws, are adjudicated bankrupt or insolvent, a receiver is appointed for your property, proceedings for a composition of creditors are instituted against you, a final judgment against you remains unsatisfied for over 30 days, you are dissolved (if a legal entity), execution has been levied against you or your property, suit to foreclose any lien or mortgage against your premises or equipment has been instituted and not dismissed within 30 days, your property is sold after levy, you attempt to transfer your business without our prior written consent, or you have been given notice of default three or more times in any 12 month period.
i. Franchisee's obligations on termination/non-renewal	Article 20	Obligations include, among others: You must cease operating the Uno Restaurant and using the Marks and Business System and completely de-identify the business, pay all amounts due to us or our affiliates, return all Manuals and software and other proprietary materials, comply with confidentiality requirements, and at our option, sell or assign to us (at our option) your rights in the Uno Restaurant premises and the equipment and fixtures used in the business.
j. Assignment of contract by Franchisor	Article 16.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by Franchisee-defined	Article 26.16	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Uno Restaurant or you (if you are not a natural person).



<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
l. Franchisor's approval of transfer by Franchisee	Article 16.2	You must obtain our consent before transferring any interest in the assets of the Uno Restaurant, the Franchise Agreement, or in you (if you are not a natural person).
m. Conditions for Franchisor's approval of transfer <sup>(3)</sup>	Article 16.3	Conditions include, among others: You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, assume all obligations, attend training, renovate or modernize the Uno Restaurant, and sign our then-current Franchise Agreement.
n. Franchisor's right of first refusal to acquire Franchisee's business	Article 16.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase Franchisee's business	Articles 16.4, 20.2, 20.3 and 20.4	Other than on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of Franchisee	Article 16.5	If you are a natural person, on death or permanent disability, the transferee or beneficiary must be approved by us.
q. Non-competition covenants during the term of the franchise	Article 15.1	You and your Principals may not: (a) divert, or attempt to divert, any business or customer of the Uno Restaurant to any competitor, or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the Business System; or (b) own, maintain, operate, engage in, or have any financial or beneficial interest in any business at any location within the United States or any foreign jurisdiction where we or our Affiliates have registered or sought to register any of the Proprietary Marks, that is of a character and concept similar to the Uno Restaurant, including (i) a casual dining or quick-service restaurant business, as such market segment is defined pursuant to then-current industry standards, or (ii) any food service business which offers pizza as a primary menu item.
r. Non-competition covenants after the franchise is terminated or expires <sup>(4)</sup>	Article 15.2	Covenants include, among others: You and your Principals are prohibited for a period of one year from engaging in the conduct described above with respect to a business which is located, or is intended to be located within a 10-mile radius of any Uno Restaurant or other Pizzeria Uno food service facility that is in existence, under construction or under contract as of the date of the Franchise Agreement.
s. Modification of the Agreement <sup>(5)</sup>	Articles 14.3 and 25.4	You must comply with Manuals as amended. Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce scope of covenants.
t. Integration/merger clause <sup>(6)</sup>	Article 25.4	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). We do not disclaim or require you to waive reliance on representations made in this Disclosure Document. No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable

<b>Category</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
v. Choice of forum <sup>(7)</sup>	Article 22.1	All court or other proceedings related to or arising out of the Franchise Agreement will be venued in the State Court of Suffolk County, Massachusetts and the Federal District Court of Massachusetts (subject to applicable state law).
w. Choice of law <sup>(8)</sup>	Article 25.5	Disputes and claims relating to the Franchise Agreement, and any claims arising out of the relationship created by the Franchise Agreement, are to be governed and enforced under the law of Massachusetts, except for Massachusetts choice of law rules. (subject to applicable state laws)

(Notes appear below the final table)

**This table lists certain important provisions of the Development Agreement. You should read these provisions in the agreement attached to this Disclosure Document.**

<b>Category</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
a. Length of the term of the franchise	Article 2	Term continues until you have completed your development obligations in accordance with the Development Schedule.
b. Renewal or extension of the term <sup>(1)</sup>	Not Applicable	Not Applicable.
c. Requirements to renew or extend <sup>(2)(3)</sup>	Not Applicable	Not Applicable.
d. Termination by Developer	Not Applicable	Not Applicable
e. Termination by Franchisor without cause <sup>(1)</sup>	Not Applicable	Not Applicable
f. Termination by Franchisor with “cause” <sup>(1)</sup>	Article 12	Each of your obligations under the Development Agreement is a material and essential obligation, the breach of which may result in termination.
g. “Cause” defined - curable defaults	Article 12.3	Curable defaults include, among others: if you or your affiliates fail to promptly pay any monies owed to us or our affiliates, you fail to comply with the Development Schedule, you fail to enter into any Franchise Agreement as required, you are convicted of a felony or any crime or offense that will have an adverse effect on the Business System or the Proprietary Marks, a threat to public health results from your operation of any Uno Restaurant, you disclose our confidential information to any third party, you maintain false books or records, you use the Proprietary Marks in an unauthorized manner, or you fail to comply with any term and condition of the Development Agreement or any other agreement with us and have not cured the default within the applicable cure period. A default under a Franchise Agreement is also a default under the Development Agreement.

Category	Section in Development Agreement	Summary
h. "Cause" defined - defaults which cannot be cured	Article 12.2	Noncurable defaults include, among others: if you become insolvent or make a general assignment for benefit of creditors, file a petition under federal bankruptcy laws, are adjudicated bankrupt or insolvent, a receiver is appointed for your property, proceedings for a composition of creditors are instituted against you, a final judgment against you remains unsatisfied for over 30 days, you are dissolved (if a legal entity), execution has been levied against you or your property, suit to foreclose any lien or mortgage against your premises or equipment has been instituted and not dismissed within 30 days, your property is sold after levy, you attempt to transfer your business without our prior written consent, or you have been given notice of default three or more times in any 12 month period.
i. Developer's obligations on termination/non-renewal	Article 13	Obligations include, among others: You must cease developing Uno Restaurants or, on a partial termination of territorial or development rights, must continue to develop only in accordance with any modified Development Schedule or Supplemental Development Schedule, and must comply with all applicable confidentiality and noncompetition covenants.
j. Assignment of contract by Franchisor	Article 9.1	We have the right to transfer or assign the Development Agreement to any person or entity without restriction.
k. "Transfer" by Developer-defined	Article 18.15	Includes sale, assignment, conveyance, gift, pledge, mortgage or other disposal or encumbrance of any direct or indirect interest in the Agreement or you (if you are not a natural person).
l. Franchisor's approval of transfer by Developer	Article 9.2	You must obtain our consent before transferring any interest in the Development Agreement or you (if you are not a natural person).
m. Conditions for Franchisor's approval of transfer <sup>(3)</sup>	Articles 9.3	Conditions include, among others: You must pay all amounts due us and our affiliates, not otherwise be in default, sign a general release, remain liable for pre-transfer obligations, and pay a transfer fee. Transferee must meet our criteria, assume post-transfer obligations, sign our required agreements and attend training.
n. Franchisor's right of first refusal to acquire Developer's business	Articles 9.4 and 13.4	Within 60 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party. We also have the right to purchase the assets of your Uno Restaurants if the Development Agreement is terminated.
o. Franchisor's option to purchase Developer's business	Articles 9.4 and 13.4	Other than on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of Developer	Article 9.5	If you are a natural person, on death or permanent disability, the transferee or beneficiary must be approved by us.
q. Non-competition covenants during the term of the franchise	Article 8.1	Same as described above regarding the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires <sup>(4)</sup>	Article 8.2	Same as described above regarding the Franchise Agreement.
s. Modification of the Agreement <sup>(5)</sup>	Articles 17.4	Development Agreement may not be modified unless mutually agreed to in writing, except we may reduce scope of covenants.
t. Integration/merger clause <sup>(6)</sup>	Article 17.4	Only the terms of the Development Agreement and other related written agreements are binding (subject to applicable state law). We do not disclaim or require you to waive reliance on representations made in this Disclosure Document. No other representations or promises will be binding.

<b>Category</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v. Choice of forum <sup>(7)</sup>	Article 15.1	Same as described above regarding the Franchise Agreement.
w. Choice of law <sup>(8)</sup>	Article 17.5	Same as described above regarding the Franchise Agreement.

Notes:

- (1) A provision of the Franchise Agreement or Development Agreement which terminates the franchise upon bankruptcy of the franchise may not be enforceable under Title 11 United States Code Section 101.
- (2)–(8) See attached State Specific Addenda to Franchise and Development Agreements.

### **ITEM 18** **PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

### **ITEM 19** **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following chart shows the Gross Sales information for three franchised Pizzeria Uno Full Service Restaurants operated within the premises of hotels. The financial performance representation included in this Item 19 is a historic representation of the 2021 Gross Sales for these three locations only. The information provided relates only to hotel-based Restaurants. It is not indicative of actual or potential results from Full Service, Fast Casual, or Take-Out and Delivery Restaurants operated in non-hotel settings.

<b>Statement Of Average Sales For All Three Full Service Domestic Franchised Uno Restaurants Operated Within Hotel Premises And Open For The Entire 52 Week Period Ended September 28, 2021</b>	
Average Annual Sales Range	\$2,466,000
Median Annual Sales Volume:	\$2,,200,000
Highest Annual Sales Volume:	\$3,800,000
Lowest Annual Sales Volume:	\$1,400,000

During the pre-COVID pandemic years ending September 23, 2019 and September 24, 2018, the average sales for these three locations were \$2,300,850 and \$2,247,888 respectively, and the median sales were \$1,942,000 and \$1,869,000 respectively. The highest annual sales for the 2019 and 2018 fiscal years were \$3,132,000 and \$3,076,000,000 respectively, and the lowest annual sales for those years were \$1,829,000 and \$1,799,000 respectively.

These locations had similar operating hours, menus, and restaurant sizes. However the sizes of the hotels in which the restaurants were located varied, with the highest sales reported by the restaurant located on the premises of the hotel that had the highest number of guest rooms.

Given the unique attributes of hotel locations, the above results should not be seen as representative of results from Full Service, Fast Casual, or Take-Out and Delivery Restaurants operated from locations other than hotels.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance you will earn as much.**

We have not audited or independently verified the franchisee information included in this Item 19.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Except as set forth above: (a) we do not make any representations about a franchisee's future financial performance or the past financial performance of parent-owned or franchised outlets, and (b) we also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our legal department, 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617) 323-9200, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Full Service Uno Restaurant Outlet Summary**  
**For The Fiscal Years 2019 to 2021**

<b>OUTLET TYPE</b>	<b>YEAR</b>	<b>OUTLETS AT THE START OF THE YEAR</b>	<b>OUTLETS AT THE END OF THE YEAR</b>	<b>NET CHANGE</b>
Franchised	2019	49	59	+10
	2020	60	52	-8
	2021	52	50	-2
Parent-Owned	2019	50	36	-14
	2020	38	34	-4
	2021	34	33	-1
Total Outlets	2019	99	95	-4
	2020	98	86	-12
	2021	86	83	-3

**Table No. 2.**  
**Transfers of Full Service Uno Restaurant Outlets**  
**from Franchisees to New Owners (other than the Franchisor)**  
**For The Fiscal Years 2019 to 2021**

<b>STATE</b>	<b>YEAR</b>	<b>NUMBER OF TRANSFERS</b>
Arizona	2019	0
	2020	0
	2021	0
California	2019	0
	2020	0
	2021	0
Colorado	2019	0
	2020	0
	2021	0
Delaware	2019	0
	2020	0
	2021	0
District of Columbia	2019	0
	2020	0
	2021	0
Florida	2019	0
	2020	0
	2021	0

<b>STATE</b>	<b>YEAR</b>	<b>NUMBER OF TRANSFERS</b>
Illinois	2019	0
	2020	0
	2021	0
Indiana	2019	0
	2020	0
	2021	0
Kansas	2019	0
	2020	0
	2021	0
Kentucky	2019	0
	2020	0
	2021	0
Maryland	2019	0
	2020	0
	2021	0
Massachusetts	2019	0
	2020	0
	2021	0
Michigan	2019	0
	2020	0
	2021	0
Minnesota	2019	0
	2020	0
	2021	0
Missouri	2019	0
	2020	0
	2021	0
New Jersey	2019	0
	2020	0
	2021	0
New Mexico	2019	0
	2020	0
	2021	0
New York	2019	0
	2020	0
	2021	0
North Carolina	2019	0
	2020	0
	2021	0
North Dakota	2019	0
	2020	0
	2021	0

<b>STATE</b>	<b>YEAR</b>	<b>NUMBER OF TRANSFERS</b>
Ohio	2019	0
	2020	0
	2021	0
Oklahoma	2019	0
	2020	0
	2021	0
Pennsylvania	2019	0
	2020	0
	2021	0
Puerto Rico	2019	0
	2020	0
	2021	0
South Carolina	2019	0
	2020	0
	2021	0
Texas	2019	0
	2020	0
	2021	0
Virginia	2019	0
	2020	0
	2021	0
West Virginia	2019	0
	2020	0
	2021	0
Wisconsin	2019	0
	2020	0
	2021	0
<b>Subtotals</b>	2019	0
	2020	0
	2021	0
Honduras	2019	0
	2020	0
	2021	0
Korea	2019	0
	2020	0
	2021	0
Kuwait	2019	0
	2020	0
	2021	0
Mexico	2019	0
	2020	0
	2021	0



STATE	YEAR	NUMBER OF TRANSFERS
Saudi Arabia	2019	0
	2020	0
	2021	0
United Arab Emirates	2019	0
	2020	0
	2021	0
<b>TOTAL</b>	2019	0
	2020	0
	2021	0

**Table No. 3.**  
**Status of Franchised Full Service Uno Restaurant Outlets**  
**For The Fiscal Years 2019 to 2021**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS- OTHER REASONS	OUTLETS AT END OF YEAR
CA	2019	1					1	0
	2020	0						0
	2021	0						0
CO	2019	1						1
	2020	1						1
	2021	1						1
MD	2019	4	1					5
	2020	5						5
	2021	5						5
MA	2019	3						3
	2020	3						3
	2021	3						3
MI	2019	4						4
	2020	4						4
	2021	4						4
NJ	2019	4						4
	2020	4						4
	2021	4						4
NM	2019	1					1	0
	2020	0						0
	2021	0						0
NY	2019	2	11				1	12
	2020	12					2	10
	2021	10					1	9
OH	2019	2						2
	2020	2					1	1
	2021	1						1

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS- OTHER REASONS	OUTLETS AT END OF YEAR
PA	2019	8	1					9
	2020	9					1	8
	2021	8						8
SC	2019	1						1
	2020	1						1
	2021	1						1
TX	2019	1						1
	2020	1					1	0
	2021	0						0
VA	2019	5						5
	2020	5						5
	2021	5						5
WI	2019	4						4
	2020	4						4
	2021	4						4
<i>Sub-totals</i>	2019	41	13				3	51
	2020	51						46
	2021	46					1	45
Honduras	2019	2						2
	2020	2					2	0
	2021	0						0
Korea	2019	0						0
	2020	0						0
	2021	0						0
Saudi Arabia	2019	2						3
	2020	3					1	2
	2021	2	1					3
United Arab Emirates	2019	3					3	0
	2020	0	1				1	1
	2021	1						1
Qatar	2019	1						1
	2020	1						1
	2021	1						1
India	2019	0	3					3
	2020	0						3
	2021	3					2	1
<b>TOTAL</b>	2019	49	16	0	0	0	6	60
	2020	60	0	0	0	0	8	52
	2021	52	1	0	0	0	3	50

**Table No. 4.  
Status of Parent-Owned Full Service Uno Restaurant Outlets  
For The Fiscal Years 2019 to 2021**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF YEAR
CT	2019	0					0
	2020	0					0
	2021	0					0
D.C.	2019	1					1
	2020	1					1
	2021	1					1
FL	2019	5					5
	2020	5					5
	2021	5			2		3
IL	2019	2					2
	2020	2					2
	2021	2					2
IN	2019	1					1
	2020	1					1
	2021	1	1				2
ME	2019	2					2
	2020	2					2
	2021	2					2
MD	2019	1				1	0
	2020	0					0
	2021	0					0
MA	2019	17			1		16
	2020	16			2		14
	2021	14					14
NH	2019	4					4
	2020	4					4
	2021	4					4
NJ	2019	0					0
	2020	0					0
	2021	0					0
NY	2019	12				11	1
	2020	1			1		0
	2021	0					0
OH	2019	0					0
	2020	0					0
	2021	0					0

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF YEAR
PA	2019	1				1	0
	2020	0					0
	2021	0					0
RI	2019	3					3
	2020	3					3
	2021	3					3
VA	2019	0					0
	2020	0					0
	2021	0					0
VT	2019	1					1
	2020	1					1
	2021	1					1
<b>TOTAL</b>	2019	50	0	0	1	13	36
	2020	36	0	0	3	0	33
	2021	33	1	0	2	0	32

**Table No. 5.**  
**PROJECTED NEW OPENINGS OF PIZZERIA UNO®**  
**FAST CASUAL RESTAURANTS AS OF SEPTEMBER 28, 2021\***

State or Territory	Franchise Agreements Signed But Uno Restaurant Not Opened	Projected Franchised New Uno Restaurants	Projected Parent Owned Openings
Illinois	0	2	0
Indiana	0	1	0
Michigan	0	2	0
Texas	0	2	0
<b>TOTALS</b>	<b>0</b>	<b>7</b>	<b>0</b>

**PROJECTED NEW OPENINGS OF PIZZERIA UNO FULL SERVICE®**  
**FULL SERVICE RESTAURANTS AS OF SEPTEMBER 28, 2021\***

State or Territory	Franchise Agreements Signed But Uno Restaurant Not Opened	Projected Franchised New Uno Restaurants	Projected Parent Owned Openings
Illinois	1	2	0
Michigan	0	1	0
Texas	0	1	0
<b>TOTALS</b>	<b>1</b>	<b>4</b>	<b>0</b>

\*Opening between September 28, 2021, and September 30, 2022.

The names, addresses and telephone numbers of our franchisees and their Uno Restaurants as of September 28, 2021, are listed in Attachment H to this Disclosure Document.

The names and last known home addresses and telephone numbers of every Restaurant franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or

involuntarily ceased to do business under the Franchise Agreement during the fiscal year ended September 28, 2021, or who has not communicated with us within 10 weeks of September 28, 2021, are listed on Attachment I to this Disclosure Document. Attachment I also includes a list of the names and last known home addresses and telephone numbers of every Restaurant franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ended September 28, 2021 or during the period September 29, 2019 to September 28, 2021. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Uno franchise. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There is no trademark-specific franchisee association associated with the franchise system created, sponsored or endorsed by us.

## **ITEM 21** **FINANCIAL STATEMENTS**

The financial statements entitled “Audited Financial Statements, Pizzeria Uno Corporation, Fiscal Year Ended September 28, 2021, Fiscal Year Ended September 27, 2020, and Fiscal Year Ended September 29, 2019” are attached hereto as Attachment A.

## **ITEM 22** **CONTRACTS**

The following contracts are attached to this Disclosure Document. These are the only contracts which we will require you to enter into:

Franchise Agreement (with Guarantee and exhibits) – Attachment B  
Development Agreement (with Guarantee and exhibits) – Attachment C  
State Specific Addenda to Franchise and Development Agreements – Attachment D

## **ITEM 23** **RECEIPT**

The last page of this Franchise Disclosure Document is a detachable acknowledgment for receipt of this Franchise Disclosure Document and must be removed, signed, dated and returned to us.

## **STATE SPECIFIC ADDENDA TO ITEM 17**

The following State law disclosures correspond to the numbered Notes in Item 17:

### **California**

- (2) California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement or Development Agreement contains a provision that is inconsistent with the law, the law will control.
- (3) If your Uno Restaurant is located in California, California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516), and Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
- (4) The Franchise Agreement and Development Agreement contain covenants not to compete which extend beyond the termination of the franchise. This provision may not be enforceable under California law.
- (5) California Corporations Code, Section 31124 requires franchisors to give California franchisees a disclosure document, approved by the California Department of Corporations, before the solicitation of a proposed material modification of an existing franchise.
- (7) This Article will be superseded by state law if your Uno Restaurant is located in any of the following states: California (The provisions of the Franchise Agreement and Development Agreement requiring jurisdiction and venue in Massachusetts may not be enforceable under California law).
- (8) The Franchise Agreement and Development Agreement require application of the laws of Massachusetts. These provisions may not be enforceable under California law.

### **Illinois**

- (3) If your Uno Restaurant is located in Illinois, then pursuant to Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void.
- (7) This Article will be superseded by state law if your Uno Restaurant is located in any of the following states: Illinois (Section 4 of the Illinois Franchise Disclosure Act of 1987 provides that the provisions of the Franchise Agreement and Development Agreement which designate jurisdiction or venue in a forum outside of Illinois are void).
- (8) If your Uno Restaurant is located in Illinois, then Illinois law will govern.

## **Indiana**

- (3) If your Uno Restaurant is located in Indiana, Maryland or Minnesota, the scope of the joint and mutual release executed by you as a condition of transfer of the franchised business will be limited by applicable law.
- (4) The Franchise Agreement and Development Agreement contain covenants not to compete which extend beyond the termination of the franchise. If your Uno Restaurant is located in Indiana, then the covenant not to compete will be limited to your exclusive territory.
- (6) Nothing in the Franchise Agreement, Development Agreement or in any related agreement is intended to disclaim the representations made by us in this Disclosure Document. If your Uno Restaurant is located in Indiana, then under Indiana law, you do not waive any right afforded by Indiana statutes with regard to prior representations made by us.
- (7) This Article will be superseded by state law if your Uno Restaurant is located in any of the following states: Indiana (Indiana Code Section 23-2-2.7-1(10) requires that litigation between an Indiana franchisee and us will be conducted in Indiana or at a site mutually agreed upon by the parties).
- (8) The Franchise Agreement and Development Agreement require application of the laws of Massachusetts. If your Uno Restaurant is located in Indiana, then Indiana law will govern.

## **Maryland**

- (3) If your Uno Restaurant is located in Indiana, Maryland or Minnesota, the scope of the joint and mutual release executed by you as a condition of transfer of the franchised business will be limited by applicable law.
- (7) This Article will be superseded by state law if your Uno Restaurant is located in any of the following states: Maryland (the Uniform Consent to Service of Process which we must file pursuant to Section 14-216(25) of the Maryland Franchise Registration and Disclosure Law requires that we be available for suit in Maryland).

## **Minnesota**

- (2) If your Uno Restaurant is located in Minnesota, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of your Franchise.
- (3) If your Uno Restaurant is located in Indiana, Maryland or Minnesota, the scope of the joint and mutual release executed by you as a condition of transfer of the franchised business will be limited by applicable law.
- (7) This Article will be superseded by state law if your Uno Restaurant is located in any of the following states: Minnesota (Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J provide that provisions of the Franchise Agreement and Development Agreement which designate

jurisdiction or venue outside of Minnesota are unenforceable, and further provide that no provision of this Disclosure Document or the Franchise Agreement or Development Agreement can abrogate or reduce any of the rights as provided for under Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedy provided for by the laws of Minnesota)

### **New York**

- (3) If your Uno Restaurant is located in New York, then all rights enjoyed by the franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL Section 687.4 and 687.5 be satisfied.
- (8) The Franchise Agreement and Development Agreement require application of the laws of Massachusetts. If your Uno Restaurant is located in New York this choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the state of New York, Article 33.

### **Rhode Island**

- (7) This Article will be superseded by state law if your Uno Restaurant is located in any of the following states: Rhode Island (Sec. 19-28.1-14 of the Rhode Island Franchise Investment Act provides that any provision of the Franchise Agreement or Development Agreement which restricts jurisdiction or venue to a forum outside Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act).

### **South Dakota**

To the extent the South Dakota Franchise Investment Act, S.D. Codified Laws §§37-5B-53 – 37-5B-53 applies, the terms of this Addendum apply.

#### **Item 5, Additional Disclosure:**

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.



**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT A**

**FINANCIAL STATEMENTS**

FINANCIAL STATEMENTS

Pizzeria Uno Corporation  
September 28, 2021 and September 27, 2020  
With Independent Auditor's Report



RSM US LLP

## Independent Auditor's Report

Board of Directors  
Pizzeria Uno Corporation

### Report on the Financial Statements

We have audited the accompanying financial statements of Pizzeria Uno Corporation (the Company), which comprise the balance sheets as of September 28, 2021 and September 27, 2020, the related statements of income, changes in shareholders' equity and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pizzeria Uno Corporation as of September 28, 2021 and September 27, 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*RSM US LLP*

Boston, Massachusetts  
February 17, 2022

**Pizzeria Uno Corporation**  
**Balance Sheets**  
**September 28, 2021 and September 27, 2020**

	<u>September 28, 2021</u>	<u>September 27, 2020</u>
<b>Assets</b>		
Current assets:		
Accounts receivable, net of allowance for doubtful accounts of \$189,579 in 2021 and \$176,203 in 2020	\$718,436	\$494,170
Other current assets	28,507	1,408
Total current assets	<u>746,943</u>	<u>495,578</u>
Trade name	31,233,000	31,233,000
Goodwill	22,627,680	22,627,680
Franchise agreements, net	437,500	962,500
Due from Parent	18,108,805	18,093,531
	<u>\$73,153,928</u>	<u>\$73,412,289</u>
<b>Liabilities and shareholder's equity</b>		
Current liabilities:		
Franchise fee deposits, current	\$35,000	-
Accrued expenses	17,289	-
	<u>52,289</u>	<u>-</u>
Long-term liabilities:		
Franchise fee deposits, non-current	\$262,915	\$265,915
Non-current deferred income taxes, net	6,552,441	6,666,435
	<u>\$6,815,356</u>	<u>\$6,932,350</u>
Commitments and contingencies (Note 6)		
Shareholder's equity:		
Common stock, \$0.01 par value per share: 3,000 shares authorized; 196 shares issued and outstanding	2	2
Additional paid-in capital	61,748,695	61,748,695
Retained earnings	4,537,586	4,731,242
Total shareholder's equity	<u>66,286,283</u>	<u>66,479,939</u>
	<u>\$73,153,928</u>	<u>\$73,412,289</u>

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Statements of Income**  
**For Fiscal Years Ended September 28, 2021 and September 27, 2020**

	<u>September 28, 2021</u>	<u>September 27, 2020</u>
Revenues:		
Royalty income:		
Franchisee-owned	\$2,554,239	\$2,630,118
Parent-owned operations	4,030,925	3,963,263
Franchise fees	-	7,500
Other revenues	1,282,033	0
	<u>7,867,197</u>	<u>6,600,881</u>
Costs and expenses:		
General and administrative	3,603,992	2,473,859
Amortization expense	525,000	525,000
Total costs and expenses	<u>4,128,992</u>	<u>2,998,859</u>
Operating income	3,738,205	3,602,022
Interest income	915,509	946,216
Income before income taxes	<u>4,653,714</u>	<u>4,548,238</u>
Provision for income taxes	1,274,935	1,335,467
Net income	<u><u>\$3,378,779</u></u>	<u><u>\$3,212,771</u></u>

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Statements of Shareholder's Equity**  
**For Fiscal Years Ended September 28, 2021 and September 27, 2020**

	Common Stock		Additional Paid- In Capital	Retained Earnings	Total
	Shares	Amount			
Balance at September 29, 2019	196	2	\$ 61,748,695	\$ 7,066,931	\$ 68,815,628
Net income	-	-	-	3,212,771	3,212,771
Dividend	-	-	-	(5,548,460)	(5,548,460)
Balance at September 27, 2020	196	2	\$ 61,748,695	\$ 4,731,242	\$ 66,479,939
Impact of adoption of ASC 606				(372,435)	(372,435)
Net income	-	-	-	3,378,779	3,378,779
Dividend	-	-	-	(3,200,000)	(3,200,000)
Balance at September 28, 2021	196	2	\$ 61,748,695	\$ 4,537,586	\$ 66,286,283

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Statements of Cash Flows**  
**For Fiscal Years Ended September 28, 2021 and September 27, 2020**

	<b>September 28, 2021</b>	<b>September 27, 2020</b>
<b>Operating activities</b>		
Net income	\$3,378,779	\$3,212,771
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization expense	525,000	525,000
Deferred income taxes	(113,994)	(104,661)
Changes in operating assets and liabilities:		
Accounts receivable	(1,420)	34,480
Franchise fee deposits	32,000	(6,201)
Other current assets and liabilities	3,164	-
Net cash provided by operating activities	3,823,529	3,661,389
<b>Financing activities</b>		
Due from Parent	(3,823,529)	(3,661,389)
Net cash used in financing activities	(3,823,529)	(3,661,389)
Change in cash	-	-
Cash at beginning of period	-	-
Cash at end of period	-	\$ -
<b>Supplemental non-cash financing activity</b>		
Dividend declared in exchange for reduction in amount due from Parent	\$3,200,000	\$5,548,460

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Notes to Financial Statements**  
**For Fiscal Years Ended September 28, 2021 and September 27, 2020**

**1. The Business and Basis of Presentation**

*The Business*

Pizzeria Uno Corporation (the Company), a wholly owned subsidiary of Uno Restaurants, LLC (the Parent), offers domestic and international franchises for the operation of full-service casual dining restaurants under the trade names “Uno Chicago Grill” and “Uno Pizzeria and Grill” and fast casual style restaurants under the name “Uno Due Go”. The Company has a total of 82 restaurants as of September 28, 2021, of which the Parent operates a total of 30 restaurants. The restaurants are located in 19 states, the District of Columbia, Qatar, Saudi Arabia and India.

*Basis of Presentation*

The accompanying financial statements include the accounts of the Company, a wholly owned subsidiary of the Parent. The Parent is a wholly owned subsidiary of Uno Restaurants Holdings Corporation (URHC). The accompanying financial statements are derived from the consolidated financial statements of URHC using historical results of operations and cost bases of its assets and liabilities. The preparation of the accompanying financial statements requires management to make assumptions regarding the allocation of revenues, expenses, assets, and liabilities. Management believes these assumptions and allocations are reasonable. If the Company operated as standalone entity, its results of operations and financial position could differ materially from those presented in these financial statements.

**2. Summary of Significant Accounting Policies**

*Fiscal Year*

The Company’s fiscal year ends on the close of business on the Sunday closest to September 30 in each year. The fiscal year ending September 28, 2021 contains 52 weeks and the fiscal year ending September 27, 2020 contains 52 weeks.

*Use of Estimates*

The preparation of the financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and costs and expenses during the reporting period. Actual results could differ from those estimates.



### *Accounts Receivable*

Accounts receivable represent amounts due from franchisees as well as parent owned restaurants. The Company carries its receivables at face value less an allowance for doubtful accounts which is based on historical losses, existing economic conditions, and other information available at the balance sheet dates.

### *Concentrations of Credit Risk*

The credit risk with respect to receivables is limited due to the Company's credit and collection policies. The Company performs ongoing evaluations of its franchisees and maintains allowances for potential credit losses which, when realized, have been within the range of management's expectations. The Company experienced no significant credit losses during the years ended September 28, 2021 and September 27, 2020.

### *Trade Name*

Trade name intangible asset is not amortized but instead is tested for impairment at least annually by comparing the carrying value to the estimated fair value. To determine estimated fair value, the Company uses the relief-from-royalty method. Significant assumptions in the valuation methodology include, but are not limited to, projected business results, growth rates, royalty rates and discount rates. The calculation of fair value could increase or decrease depending on changes in the assumptions used. The Company completed its annual tradename impairment test and no impairment was identified as the fair value exceeded the associated carrying value.

### *Goodwill*

Goodwill represents the excess of the fair market value of the Company over the net amounts assigned to assets and liabilities assumed and is required to be evaluated for impairment at least annually or when circumstances indicate that an impairment may exist by comparing the carrying value to its estimated fair value. The Company completed its annual goodwill impairment test and no impairment was identified as the fair value exceeded the associated carrying value.

As quoted market prices for the Company's reporting units are not available, the Company determined fair value based on projected discounted future operating cash flows using a risk adjusted discount rate that is commensurate with the risk inherent in the Company's current business model. The Company makes assumptions regarding future cash flows, expected growth rates, and other factors which could significantly impact the fair value calculations. Assumptions in estimating future cash flows are subject to a high degree of judgment and complexity. The Company forecasts these future cash flows based on the best information available at the time the forecast is developed.

The calculation of fair value could increase or decrease depending on changes in the inputs and assumptions used, such as changes in the financial performance of the reporting units, future growth rate and the discount rate. In order to evaluate the sensitivity of the fair value calculations on the goodwill impairment test, the Company applied hypothetical changes to its projected growth rate and discount rate which the Company believes are considered appropriate. Based on the goodwill analysis performed in 2021 and 2020, these hypothetical changes in the Company's assumptions would not affect the results of the impairment test.

### *Fair Value Measurements*

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market, or if none exists, the most advantageous market, for the specific asset or liability at the measurement date. The fair value should be based on assumptions that market participants would use when pricing the asset or liability. The fair values are assigned a level within the fair value hierarchy, depending on the source of the inputs into the calculation, as follows:

- Level 1: Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly.
- Level 3: Unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability.

Certain assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustment in certain circumstances. These items primarily include goodwill and trade name assets for which fair value is determined as part of the related impairment tests. The inputs used for the fair value measurement are considered Level 3.

### *Franchise Agreements*

Franchise agreements are amortized on a straight-line basis over 12 years. Expected annual amortization expense for fiscal 2022 is \$437,500.

	September 28, 2021	September 27, 2020
Franchise agreements	\$6,300,000	\$6,300,000
Less accumulated amortization	<u>(5,862,500)</u>	<u>(5,337,500)</u>
	\$437,500	\$962,500

The Company periodically reviews the carrying value of its franchise agreements to assess the recoverability of these assets when indicators of impairment are identified. The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired. No impairments were recorded during 2021 and 2020.

### *Due from Parent*

The Company charges the Parent a variable rate of interest (approximately 4% at September 28, 2021 and September 27, 2020) on the amount Due from Parent which has been classified as non-current because the Company has no intention to demand payment in fiscal 2022.

### *Income Taxes*

The Company is part of a group that files a consolidated tax return for federal purposes and in certain states. Income tax expense is computed on a separate return basis. Any computed income taxes payable and related adjustments, if necessary, are charged to the intercompany account.

The Company accounts for income taxes in accordance with Accounting Standards Codification (ASC) 740, *Accounting for Income Taxes*. ASC 740 is an asset and liability approach that requires recognition of deferred tax assets and liabilities for the expected future tax consequences attributable to differences between the carrying amounts of assets and liabilities for financial reporting purposes and their respective tax bases. Deferred tax assets and liabilities are presented net on the balance sheet.

The Company also accounts for uncertainties in tax positions, under the provisions of ASC 740, *Accounting for Income Taxes*. Under these provisions, the Company recognizes the tax benefit of tax positions to the extent that the benefit will more likely than not be realized. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances.

### *Franchise Fee Deposits*

Franchise fee deposits represent deferred revenue from the sale of area development rights to third parties. Area development rights permit third parties to open a specified number of restaurants within a defined period of time in specified geographic areas. Franchise fees received pursuant to area development agreements are deferred until the franchise restaurant opens.

### *Revenue Recognition*

On September 28, 2020, the Company adopted ASU 2014-09, *Revenue from Contracts with Customers (topic 606)*, using the modified retrospective method applied to those contracts which were not completed as of September 28, 2020. Results for reporting periods beginning September 28, 2020 are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported under the accounting standards in effect for the prior period. The adoption of Topic 606 had no material impact on the financial statements.

The Company recognizes revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize Revenue when or as performance obligations are satisfied.

The Company adopted the practical expedient for pre-opening services. The Company recognizes pre-opening services separately from the franchise license.

Initial franchise fees received under area licensing agreements are recorded as deferred revenue until the Company has performed its material obligations under such agreements, which is typically upon restaurant opening.

Royalty fees from restaurants are based on a percentage of restaurant revenues and are recognized in the period the related restaurants' revenues are earned. These royalties are considered variable consideration but, because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as restaurant sales occur.

The Company charges funds for advertising pursuant to the Company's franchise agreements at a percentage of restaurant sales. The funds are used to, among other things, develop and distribute branded in store menus and marketing materials, media production and market research. Under ASC 605, the collection of funds for advertising pursuant to the franchise agreements constituted agency transactions and were not recognized as revenue. Advertising funds collected were recorded as a liability. Advertising costs incurred were charged against this liability. Under ASC 606, these advertising funds are no longer considered payment for distinct services that are separable from the license of the intellectual property. As a result, the advertising funds are recorded gross within other revenues and the advertising costs incurred are recorded within general and administrative expenses in the statement of income. Upon adoption, the Company recorded a cumulative adjustment to opening retained earnings of \$372,435 as a result of the change in accounting for advertising funds.

A summary of franchise unit activity is as follows:

	September 28, 2021	September 27, 2020
	<u>                    </u>	<u>                    </u>
Units operated at beginning of period	53	60
Units transferred/opened	-	1
Units closed	<u>(4)</u>	<u>(8)</u>
Units operated at end of period	<u>49</u>	<u>53</u>

### 3. Related Party Transactions

The Parent provides certain management and administrative services for the Company. Amounts charged for these services amounted to \$2,507,048 in fiscal 2021 and \$2,473,859 in fiscal 2020, based on a combination of specific expenses related to the Company and paid for by the Parent, plus an allocation of general corporate overhead costs incurred by the Parent. These costs and expenses are charged to the Due from Parent account.

### 4. Income Taxes

Deferred taxes are attributable to the following temporary differences:

	September 28, 2021	September 27, 2020
Deferred tax assets:		
Franchise fee deposits	\$ 63,192	\$ 55,842
Allowance for doubtful accounts	35,172	37,025
Total deferred tax assets	<u>98,364</u>	<u>92,867</u>
Deferred tax liabilities:		
Intangible assets	<u>6,650,805</u>	<u>6,759,302</u>
Net deferred tax liabilities	<u>\$ (6,552,441)</u>	<u>\$ (6,666,435)</u>

The provision for income taxes consisted of the following:

	September 28, 2021	September 27, 2020
Current:		
Federal	\$ 963,054	\$ 958,688
State	<u>425,875</u>	<u>481,440</u>
	1,388,929	1,440,128
Deferred:		
Federal	(113,994)	(104,661)
State	<u>-</u>	<u>-</u>
	<u>(113,994)</u>	<u>(104,661)</u>
Provision for income taxes	<u>\$1,274,935</u>	<u>\$1,335,467</u>

A reconciliation of the effective tax rate with the federal statutory rate is as follows:

Federal statutory rate	21.0%	21.0%
State income taxes, net of federal income tax benefit	<u>8.5</u>	<u>8.4</u>
Effective income tax rate	<u>29.5%</u>	<u>29.4%</u>

The Company's practice is to classify interest and penalties related to income tax matters in income tax expense. The Company did not record a liability for uncertain tax positions at September 28, 2021 and September 27, 2020.

The Company's and Parent's federal and state income tax returns are subject to examination by taxing authorities. Because the application of tax laws and regulations is susceptible to varying interpretations, amounts reported in the financial statements could be changed at a later date upon final determinations by taxing authorities. Although the tax treatments reflected in the accompanying financial statements as determined and allocated by the Parent are believed to be supported by substantial authority, adjustments could result if some treatments were successfully challenged by the taxing authorities in amounts that may or may not be material. Management is unable to determine a reasonable estimate of the ultimate potential liability, if any, at this time.

## **5. Commitments, Contingencies and Uncertainties**

### *Guarantee*

The Company is a guarantor of its Parent's Senior Subordinated Secured Notes, as well as the outstanding amounts under a credit agreement. As of September 28, 2021, the Parent's indenture debt was \$47.8 million and there was no outstanding balance under the credit agreement.

Amounts outstanding under the indenture are due in May 2024, and amounts due under the credit agreement, if any, are due on November 30, 2022. The financial statements do not include any amounts in connection with this guarantee.

## **6. Subsequent Events**

Management has considered whether any subsequent events have occurred through February 17, 2022, the date on which the consolidated financial statements were issued.

FINANCIAL STATEMENTS

Pizzeria Uno Corporation  
September 27, 2020 and September 29, 2019  
With Independent Auditor's Report



RSM US LLP

## Independent Auditor's Report

Board of Directors  
Pizzeria Uno Corporation

### Report on the Financial Statements

We have audited the accompanying financial statements of Pizzeria Uno Corporation (the Company), which comprise the balance sheets as of September 27, 2020 and September 29, 2019, the related statements of income, changes in shareholders' equity and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pizzeria Uno Corporation as of September 27, 2020 and September 29, 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*RSM US LLP*

Boston, Massachusetts  
January 29, 2021



**Pizzeria Uno Corporation**  
**Balance Sheets**  
**September 27, 2020 and September 29, 2019**

	September 27, 2020	September 29, 2019
<b>Assets</b>		
Current assets:		
Royalties receivable, net of allowance for doubtful accounts of \$176,203 in 2020 and \$191,635 in 2019	\$ 494,170	\$ 516,403
Other accounts receivable	1,408	13,655
Total current assets	495,578	530,058
Trade name	31,233,000	31,233,000
Goodwill	22,627,680	22,627,680
Franchise agreements, net	962,500	1,487,500
Due from Parent	18,093,531	19,980,602
	\$ 73,412,289	\$ 75,858,840
<b>Liabilities and shareholder's equity</b>		
Long-term liabilities:		
Franchise fee deposits, non-current	\$ 265,915	\$ 272,116
Non-current deferred income taxes, net	6,666,435	6,771,096
Commitments and contingencies (Note 6)		
Shareholder's equity:		
Common stock, \$0.01 par value per share: 3,000 shares authorized; 196 shares issued and outstanding	2	2
Additional paid-in capital	61,748,695	61,748,695
Retained earnings	4,731,242	7,066,931
Total shareholder's equity	66,479,939	68,815,628
	\$ 73,412,289	\$ 75,858,840

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Statements of Income**  
**For Fiscal Years Ended September 27, 2020 and September 29, 2019**

	<u>September 27, 2020</u>	<u>September 29, 2019</u>
Revenues:		
Royalty income:		
Franchisee-owned	\$ 2,630,118	\$ 4,384,832
Parent-owned operations	3,963,263	5,890,289
Franchise fees	7,500	81,960
	<u>6,600,881</u>	<u>10,357,081</u>
Costs and expenses:		
General and administrative	2,473,859	3,251,360
Amortization expense	525,000	525,000
Total costs and expenses	<u>2,998,859</u>	<u>3,776,360</u>
Operating income	3,602,022	6,580,721
Interest income	946,216	1,409,930
Income before income taxes	<u>4,548,238</u>	<u>7,990,651</u>
Provision for income taxes	1,335,467	2,253,999
Net income	<u>\$ 3,212,771</u>	<u>\$ 5,736,652</u>

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Statements of Shareholder's Equity**  
**For Fiscal Years Ended September 27, 2020 and September 29, 2019**

	<b>Common Stock</b>		<b>Additional</b>	<b>Retained</b>	<b>Total</b>
	<b>Shares</b>	<b>Amount</b>	<b>Paid-In Capital</b>	<b>Earnings</b>	
Balance at October 1, 2017	196	\$ 2	\$ 61,748,695	\$ 584,552	\$ 62,333,249
Net income	-	-	-	11,379,739	11,379,739
Dividend	-	-	-	(4,534,014)	(4,534,014)
Balance at September 30, 2018	196	2	61,748,695	7,430,277	69,178,974
Net income	-	-	-	5,736,652	5,736,652
Dividend	-	-	-	(6,099,998)	(6,099,998)
Balance at September 29, 2019	196	2	61,748,695	7,066,931	68,815,628
Net income	-	-	-	3,212,771	3,212,771
Dividend	-	-	-	(5,548,460)	(5,548,460)
Balance at September 27, 2020	196	\$ 2	\$ 61,748,695	\$ 4,731,242	\$ 66,479,939

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Statements of Cash Flows**  
**For Fiscal Years Ended September 27, 2020 and September 29, 2019**

	<b>September 27, 2020</b>	<b>September 29, 2019</b>
<b>Operating activities</b>		
Net income	\$ 3,212,771	\$ 5,736,652
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization expense	525,000	525,000
Deferred income taxes	(104,661)	(79,254)
Changes in operating assets and liabilities:		
Royalties receivable	34,480	42,616
Franchise fee deposits	(6,201)	(131,617)
Net cash provided by operating activities	3,661,389	6,093,397
<b>Financing activities</b>		
Due from Parent	(3,661,389)	(6,093,397)
Net cash used in financing activities	(3,661,389)	(6,093,397)
Change in cash	–	–
Cash at beginning of period	–	–
Cash at end of period	\$ –	–
<b>Supplemental non-cash financing activity</b>		
Dividend declared in exchange for reduction in amount due from Parent	\$ 5,548,460	\$ 6,099,998

*See accompanying notes.*

**Pizzeria Uno Corporation**  
**Notes to Financial Statements**  
**For Fiscal Years Ended September 27, 2020 and September 29, 2019**

**1. The Business and Basis of Presentation**

*The Business*

Pizzeria Uno Corporation (the Company), a wholly owned subsidiary of Uno Restaurants, LLC (the Parent), offers domestic and international franchises for the operation of full-service casual dining restaurants under the trade names “Uno Chicago Grill” and “Uno Pizzeria and Grill” and fast casual style restaurants under the name “Uno Due Go”. The Company has a total of 87 restaurants as of September 27, 2020, of which the Parent operates a total of 34 restaurants. The restaurants are located in 19 states, the District of Columbia, Qatar, Saudi Arabia and India.

*Basis of Presentation*

The accompanying financial statements include the accounts of the Company, a wholly owned subsidiary of the Parent. The Parent is a wholly owned subsidiary of Uno Restaurants Holdings Corporation (URHC). The accompanying financial statements are derived from the consolidated financial statements of URHC using historical results of operations and cost bases of its assets and liabilities. The preparation of the accompanying financial statements requires management to make assumptions regarding the allocation of revenues, expenses, assets, and liabilities. Management believes these assumptions and allocations are reasonable. If the Company operated as standalone entity, its results of operations and financial position could differ materially from those presented in these financial statements.

*Refranchising*

On November 8, 2018, the Parent Company sold 13 of its New York, Maryland and Pennsylvania restaurants to the AP Balt & Parikh Group for consideration of \$1,518,000. The restaurants will continue to be operated as Uno Chicago Grill’s under a franchise agreement with the Company, under which the Company will receive a royalty fee.

**2. Summary of Significant Accounting Policies**

*Fiscal Year*

The Company’s fiscal year ends on the close of business on the Sunday closest to September 30 in each year. The fiscal year ending September 27, 2020 contains 52 weeks and the fiscal year ending September 29, 2019 contains 52 weeks.

### *Use of Estimates*

The preparation of the financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and costs and expenses during the reporting period. Actual results could differ from those estimates.

### *Accounts Receivable*

Royalty and other accounts receivable represent amounts due from franchisees. The Company carries its receivables at face value less an allowance for doubtful accounts which is based on historical losses, existing economic conditions, and other information available at the balance sheet dates.

### *Concentrations of Credit Risk*

The credit risk with respect to receivables is limited due to the Company's credit and collection policies. The Company performs ongoing evaluations of its franchisees and maintains allowances for potential credit losses which, when realized, have been within the range of management's expectations. The Company experienced no significant credit losses during the years ended September 27, 2020 and September 29, 2019.

### *Trade Name*

Trade name intangible asset is not amortized but instead is tested for impairment at least annually by comparing the carrying value to the estimated fair value. To determine estimated fair value the Company uses the relief-from-royalty method. Significant assumptions in the valuation methodology include, but are not limited to, projected business results, growth rates, royalty rates and discount rates. The calculation of fair value could increase or decrease depending on changes in the assumptions used. The Company completed its annual tradename impairment test and no impairment was identified as the fair value exceeded the associated carrying value.

### *Goodwill*

Goodwill represents the excess of the fair market value of the Company over the net amounts assigned to assets and liabilities assumed and is required to be evaluated for impairment at least annually or when circumstances indicate that an impairment may exist by comparing the carrying value to its estimated fair value. The Company completed its annual goodwill impairment test and no impairment was identified as the fair value exceeded the associated carrying value.

As quoted market prices for the Company's reporting units are not available, the Company determined fair value based on projected discounted future operating cash flows using a risk adjusted discount rate that is commensurate with the risk inherent in the Company's current business model. The Company makes assumptions regarding future cash flows, expected growth rates, and other factors which could significantly impact the fair value calculations. Assumptions in estimating future cash flows are subject to a high degree of judgment and complexity. The Company forecasts these future cash flows based on the best information available at the time the forecast is developed.

The calculation of fair value could increase or decrease depending on changes in the inputs and assumptions used, such as changes in the financial performance of the reporting units, future growth rate and the discount rate. In order to evaluate the sensitivity of the fair value calculations on the goodwill impairment test, the Company applied hypothetical changes to its projected growth rate and discount rate which the Company believes are considered appropriate. Based on the goodwill analysis performed in 2020 and 2019, these hypothetical changes in the Company's assumptions would not affect the results of the impairment test.

#### *Fair Value Measurements*

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market, or if none exists, the most advantageous market, for the specific asset or liability at the measurement date. The fair value should be based on assumptions that market participants would use when pricing the asset or liability. The fair values are assigned a level within the fair value hierarchy, depending on the source of the inputs into the calculation, as follows:

- Level 1: Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly.
- Level 3: Unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability.

Certain assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustment in certain circumstances. These items primarily include goodwill and trade name assets for which fair value is determined as part of the related impairment tests. The inputs used for the fair value measurement are considered Level 3.

#### *Franchise Agreements*

Franchise agreements are amortized on a straight-line basis over 12 years. Expected annual amortization expense for fiscal 2021 is \$525,000 and fiscal 2022 is \$437,500.

	September 27, 2020	September 29, 2019
	<u>                    </u>	<u>                    </u>
Franchise agreements	\$ 6,300,000	\$ 6,300,000
Less accumulated amortization	(5,337,500)	(4,812,500)
	<u>\$ 962,500</u>	<u>\$ 1,487,500</u>

The Company periodically reviews the carrying value of its franchise agreements to assess the recoverability of these assets when indicators of impairment are identified. The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired. No impairments were recorded during 2020 and 2019.

### *Due from Parent*

The Company charges the Parent a variable rate of interest (approximately 4.4% at September 27, 2020 and 6.3% at September 29, 2019) on the amount Due from Parent which has been classified as non-current because the Company has no intention to demand payment in fiscal 2021.

### *Income Taxes*

The Company is part of a group that files a consolidated tax return for federal purposes and in certain states. Income tax expense is computed on a separate return basis. Any computed income taxes payable and related adjustments, if necessary, are charged to the intercompany account.

The Company accounts for income taxes in accordance with Accounting Standards Codification (ASC) 740, Accounting for Income Taxes. ASC 740 is an asset and liability approach that requires recognition of deferred tax assets and liabilities for the expected future tax consequences attributable to differences between the carrying amounts of assets and liabilities for financial reporting purposes and their respective tax bases. Deferred tax assets and liabilities are presented net on the balance sheet.

The Company also accounts for uncertainties in tax positions, under the provisions of ASC 740, Accounting for Income Taxes. Under these provisions, the Company recognizes the tax benefit of tax positions to the extent that the benefit will more likely than not be realized. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances.

### *Franchise Fee Deposits*

Franchise fee deposits represent deferred revenue from the sale of area development rights to third parties. Area development rights permit third parties to open a specified number of restaurants within a defined period of time in specified geographic areas. Franchise fees received pursuant to area development agreements are deferred until the franchise restaurant opens.

### *Advertising*

Contributions from franchisees, as well as parent owned restaurants, related to the advertising co-op fund constitute agency transactions and are not recognized as revenues and expenses. Advertising funds collected from franchisees are recorded as a liability. Advertising costs incurred are charged against this liability. As of September 27, 2020 and September 29, 2019, there were not significant amounts prepaid or owed in excess or shortage of co-op fund contributions.



### *Revenue Recognition*

Initial franchise fees received under area licensing agreements are recorded as deferred revenue until the Company has performed its material obligations under such agreements, which is typically upon restaurant opening. Royalty income represents royalties of both franchisee and Parent operated restaurants, and is recognized in the period the related franchise or parent operated restaurants' revenue is earned except in cases where collectability is not reasonably assured. In these instances revenue is recognized when payment is received.

A summary of franchise unit activity is as follows:

	September 27, 2020	September 29, 2019
Units operated at beginning of period	60	49
Units transferred/opened (See Note 1)	1	17
Units closed	(8)	(6)
Units operated at end of period	53	60

### **3. Recent Accounting Pronouncement**

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The FASB has subsequently amended this update by issuing additional ASU's that provide clarification and further guidance around areas identified as potential implementation issues. These updates provide a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. These updates also require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts. In June 2020, the FASB issued ASU 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842) Effective Dates for Certain Entities*, which delays the effective date of for certain entities. These updates are now effective for annual and interim periods for fiscal years beginning after December 15, 2019, which will require us to adopt these provisions in fiscal 2021. The Company will adopt using the modified retrospective method and is currently evaluating the impact of the pending adoption of ASU 2014-09 on the financial statements.

### **4. Related Party Transactions**

The Parent provides certain management and administrative services for the Company. Amounts charged for these services amounted to \$2,473,859 in fiscal 2020 and \$3,251,360 in fiscal 2019, based on a combination of specific expenses related to the Company and paid for by the Parent, plus an allocation of general corporate overhead costs incurred by the Parent. These costs and expenses are charged to the Due from Parent account.

## 5. Income Taxes

Deferred taxes are attributable to the following temporary differences:

	September 27, 2020	September 29, 2019
Deferred tax assets:		
Franchise fee deposits	\$ 55,842	\$ 57,144
Allowance for doubtful accounts	37,025	40,243
Total deferred tax assets	<u>92,867</u>	<u>97,387</u>
Deferred tax liabilities:		
Intangible assets	6,759,302	6,868,483
Net deferred tax liabilities	<u>\$ (6,666,435)</u>	<u>\$ (6,771,096)</u>

The provision (benefit) for income taxes consisted of the following:

	September 27, 2020	September 29, 2019
Current:		
Federal	\$ 958,688	\$ 1,604,185
State	481,440	729,067
	<u>1,440,128</u>	<u>2,333,252</u>
Deferred:		
Federal	(104,661)	(79,253)
State	-	-
	<u>(104,661)</u>	<u>(79,253)</u>
Provision for income taxes	<u>\$ 1,335,467</u>	<u>\$ 2,253,999</u>

A reconciliation of the effective tax rate with the federal statutory rate is as follows:

Federal statutory rate	21.0%	21.0%
State income taxes, net of federal income tax benefit	8.4	6.6
Effective income tax rate	<u>29.4%</u>	<u>27.6%</u>

The Company's practice is to classify interest and penalties related to income tax matters in income tax expense. The Company did not record a liability for uncertain tax positions at September 27, 2020 and September 29, 2019.

The Company's and Parent's federal and state income tax returns are subject to examination by taxing authorities. Because the application of tax laws and regulations is susceptible to varying interpretations, amounts reported in the financial statements could be changed at a later date upon final determinations by taxing authorities. Although the tax treatments reflected in the accompanying financial statements as determined and allocated by the Parent are believed to be supported by substantial authority, adjustments could result if some treatments were successfully challenged by the taxing authorities in amounts that may or may not be material. Management is unable to determine a reasonable estimate of the ultimate potential liability, if any, at this time.

## **6. Commitments, Contingencies and Uncertainties**

### *Guarantee*

The Company is a guarantor of its Parent's Senior Subordinated Secured Notes, as well as the outstanding amounts under a credit agreement. As of September 27, 2020, the Parent's indenture debt was \$47.6 million and there was no outstanding balance under the credit agreement.

On October 9, 2019, a second loan modification agreement to the Parent's revolving credit facility was executed which modified the maturity date to December 15, 2019 and put in place revised EBITDA thresholds for the periods from June 1, 2019 through December 15, 2019. The Parent was in compliance with all covenants through the period ended September 29, 2019.

On December 13, 2019, a third loan modification agreement to the Parent's revolving credit facility was executed which modified the maturity date to April 17, 2020, reduced the revolving capacity to \$6.0 million, and extended the time period for the revised EBITDA thresholds through April 17, 2020.

On May 8, 2020, a fourth loan modification agreement to the Company's revolving credit facility was executed which modified the maturity date to September 30, 2020 and amended the financial covenants. From the amendment date through September 30, 2020, the Company shall not have unencumbered assets (subject to no restriction, pledge, lien, claims or other encumbrance) with a cash value of less than \$0.5 million.

On September 30, 2020, the Company amended their credit agreement with Citizen's Bank. The maturity date was moved to December 15, 2020 from September 30, 2020.

Amounts outstanding under the indenture are due in May 2024, and amounts due under the credit agreement, if any, are due on December 15, 2020. The financial statements do not include any amounts in connection with this guarantee.

### *Economic Conditions*

On January 30, 2020, the World Health Organization declared the coronavirus outbreak (COVID-19) a “Public Health Emergency of International Concern” and on March 11, 2020, declared COVID-19 a pandemic. As a result, the Company was required to close all restaurants for dine in operations in March 2020 which significantly impacts the Company’s results of operations. The Company has taken some immediate steps to reduce operating costs and to conserve cash in light of the COVID-19 pandemic, including Parent’s receipt of the Paycheck Protection Program funding. The extent to which the coronavirus impacts the Company’s results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and actions taken to contain the coronavirus or its impact, among others.

### **7. Subsequent Events**

Management has considered whether any subsequent events have occurred through January 29, 2021, the date on which the consolidated financial statements were issued.

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT B**

**FRANCHISE AGREEMENT FOR  
PIZZERIA UNO RESTAURANTS**

**PIZZERIA UNO CORPORATION**  
**PIZZERIA UNO®**  
**RESTAURANT FRANCHISE AGREEMENT**

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Name of Franchisee

---

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Franchisee's Address

---

Uno Restaurant Location

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\_\_\_\_\_, 20\_\_\_\_  
Date of Franchise Agreement

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**PIZZERIA UNO CORPORATION**  
**PIZZERIA UNO®**  
**RESTAURANT FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pizzeria Uno Corporation, a Delaware corporation (“the Franchisor”), and \_\_\_\_\_, a \_\_\_\_\_ (“the Franchisee”).

**RECITALS:**

- A. The Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a distinctive Business System (as defined herein) relating to the establishment and operation of casual theme restaurants featuring “Chicago Style” deep dish pizza, thin crust and other style pizza offerings, and other food and beverage products (the “Uno Restaurants”).
- B. The distinguishing characteristics of the Business System include, without limitation, distinctive exterior and interior design, decor, color schemes and furnishings; special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services; procedures for inventory, management, accounting and financial controls; training and assistance; and advertising and promotional programs used in connection with the operation of the Uno Restaurants.
- C. The Franchisor identifies the Business System by means of the name “Pizzeria Uno®” and other Proprietary Marks (as defined herein).
- D. The Uno Restaurants will operate under the Business System and Proprietary Marks.
- E. The Franchisor continues to develop, use and control the use of the Proprietary Marks in order to identify for the public the source of services and products marketed under the Business System, and to represent the high standards of quality, appearance and service of the Business System and the Uno Restaurants.
- F. The Franchisee understands and acknowledges the importance of the Franchisor’s high standards of quality, cleanliness, appearance and service and the necessity of operating the business licensed hereunder in strict conformity with the Franchisor’s Standards and Specifications (as defined herein).
- G. The Franchisee desires to use the Business System in connection with the operation of an Uno Restaurant.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**ARTICLE 1**  
**GRANT OF FRANCHISE**

**1.1 GRANT OF FRANCHISE**

The Franchisor hereby grants to the Franchisee, upon the terms and conditions of this Agreement, the right and license, and the Franchisee hereby accepts the right and obligation, to operate one



Uno Restaurant identified by the Proprietary Marks, in conformity with the Business System, at the Site defined in Article 1.2 (the “Uno Restaurant”).

### **1.2 SITE ADDRESS; RELOCATION**

The specific street address of the Uno Restaurant location (the “Site”) and Uno Restaurant details will be set forth in Exhibit A. The Franchisee will not have the right to relocate the Uno Restaurant without the prior written approval of the Franchisor. The Franchisee will give the Franchisor written notice of its intent to relocate, and will provide such information on the proposed new location as the Franchisor may reasonably request. The Franchisor’s approval may be conditioned on the following: (a) the proposed new location must be within the Franchisee’s original “Assigned Area” (as defined and described in Exhibit A); (b) the proposed new location must meet the Franchisor’s site requirements as set forth in this Agreement; (c) the proposed new location and the Franchisee’s new Assigned Area must not infringe upon the market area of any existing or proposed Uno Restaurant or the assigned area granted to any other developer or franchisee of Uno Restaurants; (d) the new Restaurant location must comply in all respects with the Franchisor’s then-current image, décor, standards and specifications; and (e) the Franchisee must reimburse the Franchisor for all costs relating to the relocation request and evaluation of the proposed new location. The Franchisee will not have the right to operate the Uno Restaurant, use any of the Proprietary Marks, or offer or sell any products or services described under this Agreement at or from any location other than the Site. The Franchisee will not sell or deliver any product or service to any location or address outside the boundaries of the Assigned Area, without the Franchisor’s prior written approval. The Franchisee may offer catering and delivery services in the Assigned Area from the Uno Restaurant location in compliance with the Franchisor’s written policies and requirements.

### **1.3 FRANCHISOR’S RIGHTS**

Except as provided to the contrary in this Agreement, the Franchisor will not establish, or authorize any person or entity other than the Franchisee to establish, an Uno Restaurant in the Assigned Area during the Term of this Agreement. The Franchisee and Principals acknowledge and agree that the Franchisor and its Affiliates have the absolute right to own, operate, develop, franchise and/or license restaurants and food service businesses under the Proprietary Marks and under other names and marks, and that the rights granted to the Franchisee under this Agreement are only for the operation of the Uno Restaurant at the Site. The Franchisor and its Affiliates will, at all times, retain all other rights relating to the Uno Restaurants and the Proprietary Marks, including the right to at any time conduct (or authorize a third party to conduct) the following activities, regardless of competitive effect on the Franchisee’s Uno Restaurant or the Assigned Area: (a) the right, anywhere in the world, including within the Assigned Area and within close proximity to the Franchisee’s Site, to: (i) advertise and promote the Uno Restaurants and the Business System; (ii) establish Alternative Distribution Sites (as defined in Article 26.2); (iii) advertise, promote, offer and sell products and services under the Proprietary Marks at and from previously-established Alternative Distribution Sites; (iv) provide catering and delivery services; (v) advertise, promote, sell and distribute collateral and ancillary products and services, identified by the Proprietary Marks, which are or may be similar to those offered by the Franchisee’s Uno Restaurant, which products and services may include, without limitation, pre-packaged food products and beverages, clothing, t-shirts, sweatshirts, hats, wearables, Uno memorabilia and kitchen utensils, if such items are offered and sold through channels of distribution other than through an Uno Restaurant (for example, without limitation, direct mail, the Internet, electronic commerce, and other forms of direct distribution); and (vi) advertise, promote, sell and distribute any products and services under

any names or marks other than the Proprietary Marks; and (b) the right to establish, own, operate, manage, license and/or franchise Uno Restaurants anywhere in the world outside the Assigned Area.

## **ARTICLE 2**

### **TERM; RIGHT TO RENEW**

#### **2.1 TERM**

The term of this Agreement will be the number of years set forth in Exhibit A (the “Term”). This Agreement will be effective and the Term will begin when this Agreement has been signed by the Franchisee, the Principals and the Franchisor.

#### **2.2 FRANCHISEE’S RIGHT TO RENEW**

The Franchisee may, at its option, renew the franchise for the Site for the additional period(s) set forth in Exhibit A, providing the Franchisee has complied with the following conditions: (a) the Franchisee must give the Franchisor written notice of the Franchisee’s election to renew not less than seven months nor more than 12 months prior to the end of the Term; (b) the Franchisee must agree in writing that it will, within 24 months or less from the date the then-current franchise agreement is signed, modernize, repair, replace or acquire, at the Franchisee’s cost and expense, the equipment, signs, interior and exterior decor items, fixtures, furnishings, delivery vehicles, if applicable, supplies and other products and materials required to meet the Franchisor’s then-current standards for the operation, image and appearance of the Uno Restaurant as specified or contained in the Manuals or otherwise provided in writing by the Franchisor; (c) the Franchisee must not be in default under this Agreement on or after the date of the Franchisee’s written request to renew the franchise; (d) the Franchisee must have paid all monetary obligations owed to the Franchisor under this Agreement and any other agreement between the Franchisee and the Franchisor, and the Franchisee must have substantially and timely met its obligations under this Agreement throughout the Term; (e) the Franchisee must sign the Franchisor’s then-current form of franchise agreement effective as of the end of the Term, which will supersede this Agreement and which may differ materially from the terms, conditions and economics of this Agreement, including the payment of higher and additional franchise, royalty, advertising and other fees; (f) the Franchisee must provide satisfactory documentation to the Franchisor confirming that the Franchisee has the right to remain in possession of the Uno Restaurant premises for the ten year duration of the then-current franchise agreement; (g) the Franchisee must, at the time it signs the then-current franchise agreement, pay the Franchisor a renewal fee equal to 25% of the then-current initial franchise fee being charged by the Franchisor; (h) the Franchisee and the Principals must, at the time the then-current franchise agreement is signed, execute a general release of any and all claims against the Franchisor and its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement or under any federal, state or local laws, rules, regulations or orders; and (i) the Franchisee, the Operating Principal (as defined in Article 26.12) and the Franchisee’s General Manager (as defined in Article 26.9), must have completed all training required to meet the Franchisor’s then-current training requirements.

**ARTICLE 3**  
**SITE SELECTION, PLANS AND CONSTRUCTION; OPENING OF RESTAURANT**

**3.1 SITE SELECTION; DEVELOPMENT**

The Franchisee will be solely responsible, at its expense, for (a) locating and selecting the Site, (b) obtaining the Site either by lease or purchase, (c) developing the Site and constructing the Uno Restaurant on the Site, (d) equipping the Uno Restaurant, and (e) payment of all costs, liability and expenses for developing the Site and for constructing and equipping the Uno Restaurant. The Franchisor recommends that the Franchisee retain a licensed commercial real estate broker or salesperson who has at least five years' experience in locating and acquiring full service and fast casual restaurant sites in the area where the Franchisee's Uno Restaurant will be located to advise and consult with the Franchisee on the economics, demographics and location of any proposed Site, and on the purchase or lease of the Site selected by the Franchisee for the Franchisee's Uno Restaurant. No provision in this Agreement will be construed or interpreted to impose any obligation or responsibility upon the Franchisor to locate a site for the Uno Restaurant, to assist or advise the Franchisee in the selection of a suitable site for the Uno Restaurant, or to provide any assistance to the Franchisee in the purchase or lease of a Site. However, the Franchisor may, at its discretion, offer the Franchisee the services of the real estate division of an Affiliate of the Franchisor to assist the Franchisee in the Site location and selection process.

**3.2 GUIDELINES**

- (a) The Franchisee will comply with the guidelines described in the Franchisor's written handbook of site evaluation information and site selection criteria (the "Site Selection Handbook").
- (b) The Franchisee will locate a Site that satisfies the site selection criteria in the Site Selection Handbook. The Franchisee will submit a description of the Site and other information requested by the Franchisor to the Franchisor, in the form specified in the Site Selection Handbook, no later than three months after the execution of this Agreement.
- (c) The Franchisor may visit the proposed Site if the visit is deemed necessary and appropriate by the Franchisor. The first two Site visits by the Franchisor will be without any charge to the Franchisee. However, the Franchisor's costs of all subsequent Site visits undertaken at the Franchisee's request will be paid by the Franchisee. Within ten days from receiving an invoice from the Franchisor, the Franchisee will reimburse the Franchisor for all expenses incurred by the Franchisor for lodging, meals, travel and wages incurred in connection with such Site visits ("Site Visit Expenses").
- (d) The Franchisor will have 30 days after receipt of the Site information and materials to determine if the proposed Site meets the Franchisor's minimum criteria. No Site may be used for the location of the Uno Restaurant unless it first receives the Franchisor's written consent. The Franchisee and the Principals agree and acknowledge that the Franchisor's consent to a Site will not be deemed to be a representation or warranty that the Site will be profitable or economically successful or that the Site will attain any specific level or range of performance or sales.

**3.3 SITE ACQUISITION**

Within 120 days after the Franchisor has consented to the Site for the Uno Restaurant as described above, the Franchisee will, at the Franchisee's expense, either purchase or lease the Site for the Uno Restaurant. At the time the Site is acquired, the complete address, including street and city,

and the projected date of opening, will be inserted in Exhibit A. The Franchisee will, upon the written request of the Franchisor, provide the Franchisor with a copy of the purchase agreement for the Site if it is being purchased or a copy of the lease if the Site is being leased by the Franchisee. The Franchisee will not sign any lease for the Uno Restaurant premises unless a rider to the lease in the form attached as Exhibit B (or such other form as may be reasonably required by the Franchisor), has been approved and signed by the lessor, the Franchisee and the Franchisor and has been incorporated into the lease by reference.

### **3.4 ARCHITECTURAL SERVICES**

The Franchisee will be solely responsible, at its expense, for: (a) obtaining all architectural, engineering and design services necessary for the construction or conversion of the Uno Restaurant from a licensed architectural design firm; and (b) ensuring that the Uno Restaurant premises comply with all applicable legal requirements, including without limitation all laws relating to accessibility of the Uno Restaurant premises to the disabled. The Franchisee will adapt the Franchisor's prototypical architectural and design plans and specifications for the construction of the Uno Restaurant and will submit all adapted plans to the Franchisor for review. If the Franchisor in its discretion determines that the adapted plans do not conform to the Franchisor's then-current architectural and/or design standards and specifications, then the Franchisor will, within 30 days of receiving the adapted plans, give the Franchisee written notice of the changes necessary to make the adapted plans acceptable. If the Franchisor does not object to the plans within 30 days of receipt, the Franchisee will have the right to use the adapted plans for the construction of the Uno Restaurant. The Franchisor will notify the Franchisee within 15 days of receiving the resubmitted plans whether the plans are acceptable. If the changes are not acceptable, then the Franchisor will notify the Franchisee of such objections as described above, and the Franchisee will similarly resubmit the plans until they are acceptable to the Franchisor. The Franchisee and the Principals acknowledge that acceptance by the Franchisor of such plans does not constitute a representation, warranty or guarantee, express or implied, that such plans are free of architectural or design errors and that the Franchisor will have no liability to the Franchisee or any other party with respect to the plans. The Franchisor may, at its discretion, offer the Franchisee the services of the restaurant design division of an Affiliate of the Franchisor to assist the Franchisee in the Uno Restaurant design process.

### **3.5 ZONING AND OTHER LAWS**

The Franchisee will obtain all zoning classifications and clearances which may be required by applicable federal, state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Uno Restaurant premises. Prior to beginning construction or remodeling of the Uno Restaurant, the Franchisee will obtain all approvals, clearances, permits and certifications required for the lawful construction or remodeling and operation of the Uno Restaurant, and will certify in writing to the Franchisor that the insurance coverage specified in ARTICLE 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon request, the Franchisee will provide the Franchisor with additional copies of the Franchisee's certificates of insurance and copies of all such approvals, clearances, permits and certifications.

### **3.6 CONSTRUCTION/REMODELING**

The Franchisee will diligently pursue construction or remodeling (as applicable) of the Uno Restaurant. During construction or remodeling, the Franchisee will provide the Franchisor with periodic reports regarding the progress of the construction or remodeling as requested by the

Franchisor. In addition, the Franchisor may make on-site inspections as it may deem necessary to evaluate the progress of the construction or remodeling. If during any inspection the Franchisor identifies instances where the Franchisee's construction or remodeling is not in compliance with the Franchisor's standards, then the Franchisor will notify the Franchisee in writing of the deficiencies, and the Franchisee will be obligated to correct the deficiencies prior to opening. The Franchisee will notify the Franchisor of the date scheduled for completion of the construction or remodeling no later than 30 days prior to such date. After the construction or remodeling is completed, the Franchisor may, at its option, conduct an inspection of the completed Uno Restaurant.

### **3.7 ALCOHOLIC BEVERAGE LICENSE; OTHER LICENSES**

Prior to opening the Uno Restaurant, the Franchisee will obtain and maintain all alcoholic beverage licenses that are necessary for the lawful operation of the Uno Restaurant as set forth in Exhibit A. In addition, the Franchisee must have obtained all applicable and necessary permits, licenses and certificates required for the operation of the Uno Restaurant, including without limitation a certificate of occupancy, valid food service license, health permit and public assembly permit.

### **3.8 OPENING CONDITIONS**

The Franchisee will not open the Uno Restaurant for business without the express written authorization of the Franchisor. Before the Franchisor will give written authorization to open, the Franchisee must have completed all exterior and interior construction or remodeling and all other preparations for the Uno Restaurant, must have installed all equipment, fixtures, furnishings and signs in accordance with the plans and specifications accepted by the Franchisor, must have all initial training required pursuant to Article 6.1 successfully completed by the Franchisee's personnel, and must have otherwise complied with all terms and conditions of this ARTICLE 3 and all other applicable terms and conditions of this Agreement. The Franchisee acknowledges and agrees that TIME IS OF THE ESSENCE with respect to the terms and conditions of this ARTICLE 3. Except as provided below in this Article 3.8, if the Franchisee fails to timely comply with any of such conditions prior to opening, then the Franchisee will be in default under this Agreement, the Franchisor will have the right to prohibit the Franchisee from opening for business, and the Franchisor will have the right to terminate this Agreement. Upon the occurrence of any event of Force Majeure (as defined in Article 26.7) which prevents the Franchisee from opening the Uno Restaurant on the Opening Date shown on Exhibit A, the Franchisee will be entitled at no charge to a thirty-day extension of the Opening Date upon giving written notice to the Franchisor which specifies the event of Force Majeure and the new Opening Date. If the Franchisee is not able to open the Uno Restaurant on the Opening Date for any reason which does not constitute Force Majeure, or if the Franchisee is not able to open the Uno Restaurant within the thirty-day extension provided in the case of an event of Force Majeure, then the Franchisee will have the right, upon written notice to the Franchisor and with the Franchisor's prior written consent, to obtain not more than two thirty-day extensions of the Opening Date upon payment of an extension fee, for each thirty-day period, equal to one-twelfth of the average annual royalties payable by a franchised Uno Restaurant during the preceding calendar year, as determined by the Franchisor, in its sole discretion, based on information available to the Franchisor at that time.

### **3.9 OPENING DATE**

The Franchisee will open the Uno Restaurant and commence business by the Opening Date shown on Exhibit A. If the Franchisee plans to open the Uno Restaurant to the public on a date prior to the Opening Date, then the Franchisee will provide the Franchisor with at least 30 days written

notice of the projected new Opening Date and the Franchisor will amend Exhibit A accordingly. If the Uno Restaurant opens for business on a date other than the Opening Date set forth in the thirty-day notice described above, then the Franchisee will, upon receipt of an invoice, reimburse the Franchisor for its Site Visit Expenses incurred to travel to the Uno Restaurant, including without limitation costs to amend any travel arrangements for training personnel.

## **ARTICLE 4**

### **FEES AND PAYMENTS**

#### **4.1 INITIAL FRANCHISE FEE**

The Franchisee will pay the Franchisor a non-refundable initial franchise fee in the amount set forth in Exhibit A on the date the Franchisee signs this Agreement (the “Initial Franchise Fee”). The Initial Franchise Fee will not be refundable to the Franchisee and will be deemed to be fully earned by the Franchisor.

#### **4.2 ROYALTY FEES**

The Franchisee will, from the Opening Date through the end of the Term, pay the Franchisor or its designee a royalty fee (the “Royalty Fee”), equal to the percentage of the Franchisee’s Gross Sales (as defined in Article 26.10) set forth below, or the Minimum Monthly Royalty set forth in Exhibit A. The Royalty Fee payable by the Franchisee pursuant to this Agreement will be payable to the Franchisor on Tuesday of each week for the preceding week’s Gross Sales. Each Royalty Fee payment made by the Franchisee will be based on the sales report which the Franchisor receives electronically from the Franchisee, which report is based on the Franchisee’s Gross Sales for the preceding week and other financial information required by the Franchisor (the “Weekly Sales Report”). The Franchisor may, in its sole discretion, require the Franchisee to verify the Weekly Sales Report. The Franchisor may at any time require the Franchisee to provide daily Gross Sales and other financial information for the Restaurant in addition to the Weekly Sales Report. The Franchisee will provide the Weekly Sales Report, daily Gross Sales information, and any additional financial reports or other financial information, to the Franchisor by electronic data communication, direct electronic access, e-mail, telephone or such other method as the Franchisor may direct.

- (a) Standard Royalty Rate. Except as Article 4.2(b) or Article 4.2(c) may apply, the Franchisee will, from the Opening Date through the end of the Term, pay the Franchisor a Royalty Fee equal to the greater of 5% of the Franchisee’s Gross Sales or the Minimum Monthly Royalty.
- (b) 4+ Unit Royalty Rate. If at any time during the Term the Franchisee owns at least four Uno Restaurants that are open and in continuous operation, then beginning as of the first full month that the Franchisee’s fourth Uno Restaurant is open and operating and continuing so long as the Franchisee has at least four Uno Restaurants in continuous operation, the Franchisee will pay the Franchisor a Royalty Fee equal to the greater of:
  - (i) 4½% of the Franchisee’s aggregate Gross Sales from all of its Uno Restaurants; or
  - (ii) the Minimum Monthly Royalty times the number of Uno Restaurants operated by the Franchisee (the “4+ Unit Royalty Fee”).If at any time the Franchisee ceases to have at least four Uno Restaurants open and continuously operating, then the 4+ Unit Royalty Fee will automatically cease to apply and the Franchisee will pay the Royalty Fee set forth in Article 4.2(a).

- (c) 8+ Unit Royalty Rate. If at any time during the Term the Franchisee owns at least eight Uno Restaurants that are open and in continuous operation, then beginning as of the first full month that the Franchisee's eighth Uno Restaurant is open and operating and continuing so long as the Franchisee has at least eight Uno Restaurants in continuous operation, the Franchisee will pay the Franchisor a Royalty Fee equal to the greater of: (i) 4% of the Franchisee's aggregate Gross Sales from all of its Uno Restaurants; or (ii) the Minimum Monthly Royalty times the number of Uno Restaurants operated by the Franchisee (the "8+ Unit Royalty Fee"). If at any time the Franchisee ceases to have at least eight Uno Restaurants open and continuously operating, then the 8+ Unit Royalty Fee will automatically cease to apply and the Franchisee will pay the Royalty Fee set forth in Article 4.2(b), if applicable, or Article 4.2(a).

#### **4.3 PAYMENTS; INTEREST**

Each Payment (as defined in Article 26.14) must be made to the Franchisor without any deduction whatsoever for any Taxes (as defined in Article 26.17). The Franchisee will not have the right to withhold any Payment due the Franchisor under this Agreement for any reason whatsoever, nor will the Franchisee have the right to set off any amounts owed or allegedly owed by the Franchisor to the Franchisee against any Payments. The Franchisor will at all times have the right to set off or deduct any Payments or other amounts payable by the Franchisee against any amount that may be payable to the Franchisee by the Franchisor, its Affiliates or any third party. The Franchisor will have the right to apply Payments received from the Franchisee in such order as the Franchisor may designate from time to time. Any Payment not received by the Franchisor on or before the due date will be deemed past due. All past due Payments of the Franchisee will bear simple interest from the due date until the Payment is received by the Franchisor at the rate of 1½% per month on the unpaid balance, or the maximum rate allowed by applicable law, whichever is less. No provision of this Agreement will require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If for any reason interest in excess of the maximum rate allowed by applicable law is charged to the Franchisee, then such excess will be repaid to the Franchisee. If the payment or imposition of any Taxes results in a reduction in the net amount to be received by the Franchisor from Payments due from the Franchisee, the Franchisee will, at the option of the Franchisor (a) increase the Payments to the Franchisor to the extent necessary to provide the Franchisor with the same net amount it would have received had no such Taxes been applicable to the Payments, or (b) reimburse the Franchisor for all such Taxes paid by the Franchisor within 15 days after receiving an invoice from the Franchisor for such Taxes.

#### **4.4 ELECTRONIC FUNDS TRANSFER**

The Franchisee will make all Payments to the Franchisor by EFT. The Franchisor will withdraw funds from the Franchisee's designated bank account each week by EFT in the amount of the Payments then due to the Franchisor. EFT withdrawals will be made by the Franchisor on Tuesday of each week for the amount of the Royalty Fee, Business Co-op Fee and System Wide Marketing and Media Fund fee payable for the preceding week based on the Franchisee's Weekly Sales Report. If the Weekly Sales Report has not been timely received, then the Franchisor may, in its sole discretion, make an EFT withdrawal for the Payments for the week the Weekly Sales Report was not received based on: (a) information regarding the Franchisee's Gross Sales for the preceding week obtained by the Franchisor from the Franchisee's records by electronic means or otherwise as provided for in this Agreement, (b) Gross Sales information provided or transmitted to the Franchisor by the Franchisee pursuant to this Agreement, or (c) the most recent Weekly

Sales Report provided to the Franchisor by the Franchisee. If a Weekly Sales Report for the week is subsequently received and reflects that the actual amount of the Payments due was more than the amount of the EFT withdrawal made by the Franchisor, then the Franchisor will be entitled to make an EFT withdrawal for the additional funds owed by the Franchisee. For any other Payments, the Franchisor will have the right to withdraw such amounts on the day they become due. The Franchisee will sign Exhibit D or such other form of EFT authorization and other documents as may be required by the Franchisor or its bank to authorize and process the EFT withdrawals from the Franchisee's bank account for all Payments due under this Agreement. The Franchisee will be responsible for all EFT transfer fees or other charge imposed by the bank, including any charges for any EFT that is not honored by the Franchisee's bank. The Franchisee will, at all times during the Term, maintain a minimum balance of \$10,000 in the Franchisee's bank account against which all EFTs will be made. It will be a material default if the Franchisee closes the designated bank account without the Franchisor's written consent and fails to establish another account and execute all documents necessary for the Franchisor to process EFT payments for the new designated account.

## **ARTICLE 5**

### **THE FRANCHISOR'S OBLIGATIONS**

#### **5.1 SITE SELECTION HANDBOOK**

The Franchisor will provide the Franchisee with the Site Selection Handbook and with site selection assistance as the Franchisor may deem appropriate, as well as on-site evaluations the Franchisor deems necessary or which are in response to a reasonable request from the Franchisee, as further set forth in Article 3.2.

#### **5.2 PROTOTYPICAL PLANS AND SPECIFICATIONS**

The Franchisor will loan the Franchisee one set of the Franchisor's prototypical architectural and design plans and specifications for an Uno Restaurant.

#### **5.3 MANUALS**

The Franchisor will loan the Franchisee one set of the confidential operations manuals and other written materials developed by the Franchisor for use in connection with the development, operation and management of the Uno Restaurants (the "Manuals"). The Franchisor may also make the Manuals available to the Franchisee in an electronic or digital format.

#### **5.4 COMPUTER SOFTWARE**

The Franchisor may design one or more computer software programs for use in the operation of Uno Restaurants, which will be licensed to the Franchisee by the Franchisor for a fee pursuant to the Franchisor's standard form of software license agreement. The Franchisee may, at its option and its expense, purchase or license computer hardware, software and peripheral equipment that will properly operate the software, as designated by the Franchisor. The Franchisee will have the right to license all upgrades, enhancements or replacements to the software that may be developed by the Franchisor from time to time. The Franchisee will also have the right to purchase any computer and software support services that may be developed by the Franchisor from time to time and made generally available by the Franchisor to the Uno Restaurant franchisees. The Franchisor may in the future elect to discontinue, redesign or offer substitute computer software for any computer software licensed to the Franchisee.



## **5.5 INSPECTIONS**

The Franchisor will visit the Uno Restaurant at such times as it deems necessary for purposes of conducting quality, sanitation and cleanliness reviews, evaluating the operations of the Uno Restaurant and evaluating the quality of the products and services being offered by the Franchisee.

## **5.6 ADVERTISING AND PROMOTIONAL MATERIALS**

The Franchisor will provide the Franchisee with advertising and promotional materials developed by the Franchisor from time to time for use by the Franchisee in marketing and conducting local advertising for the Uno Restaurant. The Franchisor will have the right to charge the Franchisee a reasonable fee for all advertising and promotional materials.

## **5.7 OPERATIONS INFORMATION**

The Franchisor will provide the Franchisee with updated and new information concerning the operations of Uno Restaurants when developed by the Franchisor, including new developments, specifications and improvements in restaurant equipment, furniture, fixtures, supplies and food products, new product sources, and the presentation, packaging and preparation of food items and beverages.

# **ARTICLE 6** **TRAINING AND OPENING ASSISTANCE**

## **6.1 INITIAL TRAINING**

The Franchisor will provide the Franchisee with an initial training program for the Franchisee's Operating Principal, General Manager, kitchen manager, and other designated Uno Restaurant personnel set forth in Exhibit A at a Franchisor-operated restaurant or another location designated by the Franchisor. The Franchisor will provide instructors and training materials for the initial training program at no additional charge to the Franchisee. The initial training program will include classroom and on-the-job instruction on basic business procedures, equipment operation and maintenance, hiring and training of employees, scheduling, basic accounting principles, computer operations, advertising and promotion, purchasing procedures, food preparation, food safety, food presentation, food quality, food portions, alcoholic beverage service, food and beverage inventory and cost control, customer service, janitorial service, general maintenance and other topics selected by the Franchisor. The initial training program will be for 20 days for the Operating Principal and 35 to 40 days for the General Manager and other designated Uno Restaurant personnel, provided that the Franchisor reserves the discretion to waive, reduce or modify the initial training requirements for any person who has prior experience in the operations of Uno Restaurants, or who has other prior restaurant operations experience which the Franchisor's Vice President of Human Resources and Senior Operations Officer determine to be reasonably equivalent to experience in the operations of Uno Restaurants. The Franchisor will determine, in its sole discretion, whether the Operating Principal, General Manager, kitchen manager, and other Uno Restaurant personnel have satisfactorily completed the initial training program. If the initial training program is not satisfactorily completed by the Operating Principal, General Manager, kitchen manager or other Uno Restaurant personnel, or if the Franchisor in its reasonable judgment determines that the initial training program cannot be satisfactorily completed by any such person, the Franchisee will designate a replacement(s) to satisfactorily complete such training. The Franchisor reserves the right to charge a reasonable fee for initial training provided by the Franchisor to any replacement Operating Principal, General Manager, kitchen manager or other Uno Restaurant personnel. The Franchisee's Operating Principal, General Manager, kitchen manager, and other Uno Restaurant personnel must satisfactorily complete the initial training

program at least two weeks before the Opening Date. Notwithstanding the above, if the Uno Restaurant to be operated by the Franchisee pursuant to this Agreement is the Franchisee's second or subsequent Uno Restaurant, the Franchisee will, at its expense, conduct the initial training program and other training programs prescribed by the Franchisor in accordance with Article 13.5. The Franchisee will be responsible for any and all expenses incurred by all persons who attend the initial training program on behalf of the Franchisee, including, without limitation, costs of travel, lodging, meals, wages and benefits.

## **6.2 OPENING ASSISTANCE**

In connection with the opening of the Franchisee's first Uno Restaurant, the Franchisor will provide the Franchisee with an opening crew composed of trained representatives of the Franchisor. The number of opening crew representatives and the time period in which such assistance will be provided will be determined by the Franchisor in its discretion, subject to providing at least four persons for at least two weeks. The Franchisee will reimburse the Franchisor for all transportation, lodging, meal and related travel and accommodation expenses incurred by the Franchisor in providing the opening crew. If the Uno Restaurant is the second or third Uno Restaurant opened by the Franchisee, then the Franchisor and the Franchisee will each provide opening crew members in the numbers designated by the Franchisor in its sole discretion. Any opening crew members provided by the Franchisee must have successfully completed the Franchisor's training program and be approved by the Franchisor. The opening crew provided by the Franchisor will provide on-site pre-opening training, opening training, supervision and assistance to the Franchisee. The Franchisee will be responsible for any and all expenses incurred by the Franchisee or the Operating Principal, General Manager, kitchen manager, and other Uno Restaurant personnel, and will reimburse the Franchisor for all transportation, lodging, meal and related travel and accommodation expenses incurred by the Franchisor in providing opening crew personnel. If the Uno Restaurant is the Franchisee's fourth or subsequent Uno Restaurant, at the Franchisor's election, the opening crew will either be provided as described above with respect to the second and third restaurant opening by the Franchisee, or the Franchisee will be responsible for providing all of the opening crew for the Uno Restaurant. The Franchisor may provide, at its option and in its sole discretion, a representative to observe and provide limited assistance to the Franchisee in connection with the opening of the fourth and each subsequent Uno Restaurant.

## **6.3 ADDITIONAL TRAINING**

The Franchisor may, from time to time, offer additional training programs and seminars on topics selected by the Franchisor, and will provide the instructors and training materials for such additional training. The Franchisee's Operating Principal, General Manager, kitchen manager, and such other Uno Restaurant personnel as the Franchisor designates will attend such additional training programs and seminars, and the Franchisee will be responsible for any and all expenses incurred by the Franchisee or the Operating Principal, General Manager, and other Uno Restaurant personnel in connection with such additional training, including, without limitation, costs of travel, lodging, meals and wages. In addition, the Franchisor will, upon the reasonable request of the Franchisee or as the Franchisor deems appropriate, provide the Franchisee with additional trained representatives who will provide on-site remedial training to the Franchisee's Uno Restaurant personnel. The Franchisee will reimburse the Franchisor for the cost of travel and lodging incurred by such representatives and will pay a reasonable fee for attending such remedial training.

**ARTICLE 7**  
**UNO RESTAURANT OPERATIONS**

**7.1 UNIFORMITY**

The Franchisee acknowledges and understands the importance of maintaining uniformity among all Uno Restaurants and the importance of complying with all of the Franchisor's standards, specifications, procedures and requirements for equipping and operating the Uno Restaurant, and for the products and services to be provided at the Uno Restaurant, as established by the Franchisor from time to time in the Manuals or otherwise in writing (the "Standards and Specifications"). The Franchisor reserves the right, from time to time, by adoption or amendment of the Standards and Specifications to add, amend, modify, delete or enhance any portion of the Business System (including any of the Marks and Standards and Specifications) as may be necessary in the Franchisor's sole judgment to change, maintain, or enhance the Business System or Marks or the reputation, efficiency, competitiveness and/or quality of the Business System, or to adapt it to new conditions, materials or technology, or to better serve the public. The Franchisee will, at its expense, fully comply with all such additions or modifications reasonably designated by the Franchisor as applicable to the then-existing Business System. The Franchisee acknowledges and agrees that its failure to comply with the Standards and Specifications will be a material breach of this Agreement.

**7.2 MAINTENANCE**

The Franchisee will, at its expense, comply with the Standards and Specifications in maintaining the interior and exterior of the Uno Restaurant and the parking lot and grounds in a high degree of sanitation, repair and condition. The Franchisee will, at its expense, make such additions, alterations, repairs and replacements to the Uno Restaurant as the Franchisor may reasonably require under the Standards and Specifications, including, without limitation, periodic repainting and replacement of obsolete signs, furnishings, equipment and decor. The Franchisee will also obtain, at its expense, new or additional equipment, fixtures, supplies and other products and materials that are necessary for the Franchisee to offer and sell new menu items or to provide the Uno Restaurant's products and services required by the Manuals. No alterations, improvements or changes of any kind in design, equipment, signs, interior or exterior decor items, fixtures or furnishings will be made by the Franchisee to the Uno Restaurant or its premises without the prior written consent of the Franchisor. The Franchisee will utilize security and fire monitoring systems sufficient to provide notification of life and safety hazards and unauthorized access to the Franchised Location.

**7.3 REMODELING/REVITALIZATION**

The Franchisee will, at its expense, upon the request of or notice from the Franchisor, remodel, redecorate, renovate, modernize and revitalize ("remodel and modernize") the Uno Restaurant premises, equipment, electronic cash registers, computer hardware and software systems, signs, interior and exterior decor items, fixtures, trade dress, awnings, lighting, audio and television equipment, seating and other furnishings required for the operation of the Uno Restaurant to reflect the Franchisor's then-current image and design of an Uno Restaurant and to conform to the Franchisor's then-current Standards and Specifications. The Franchisee will not be required to remodel and modernize the Uno Restaurant more often than once every five years during the Term of this Agreement. The Franchisee acknowledges and agrees that the requirements to remodel and modernize the Uno Restaurant as set forth in this Article are reasonable and necessary to maintain uniformity among all Uno Restaurants and to avoid deterioration of the Uno Restaurant. The

Franchisee will complete remodeling and modernization within 12 months or less from the date the Franchisor gives notice of required remodeling and modernization.

#### **7.4 FOOD ITEMS, PRODUCTS AND EQUIPMENT**

The Franchisee will comply with all of the Standards and Specifications relating to the purchase of all food and beverage items, ingredients, supplies, paper products, materials, fixtures, furnishings, equipment and other products (“Food Items, Products and Equipment”) used or offered for sale at the Uno Restaurant. Except as otherwise provided herein, the Franchisee will purchase all Food Items, Products and Equipment from suppliers (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet the Franchisor’s current Standards and Specifications for Food Items, Products and Equipment, who possess adequate quality controls and capacity to supply the Franchisee’s needs promptly and reliably, and who have been approved in writing by the Franchisor. If the Franchisee desires to purchase, lease or use any Food Items, Products or Equipment from an unauthorized supplier, then the Franchisee must submit a written request to the Franchisor. The Franchisee will not purchase or lease any Food Items, Products or Equipment from any supplier until and unless the supplier has been approved in writing by the Franchisor. The Franchisor will have the right to inspect the supplier’s facilities, and to have samples of the Food Items, Products or Equipment from the supplier delivered to the Franchisor for testing. The Franchisee will pay the expenses incurred by the Franchisor for all required testing. The Franchisor will have the right to immediately revoke its consent for any supplier who fails to continuously meet the Franchisor’s Standards and Specifications for the Food Items, Products or Equipment.

#### **7.5 CONFORMITY WITH STANDARDS AND SPECIFICATIONS**

The Franchisee will operate the Uno Restaurant in strict conformity with the Standards and Specifications and the restrictions on the use of the Proprietary Marks as provided for in this Agreement. In this respect, the Franchisee will:

- (a) Sell all menu items, products and services required by the Franchisor in the manner and style prescribed by the Franchisor, including, but not limited to, dine-in, carry-out, catering and delivery services, as specified by the Franchisor in the Manuals or other written directives of the Franchisor.
- (b) Sell only the foods, beverages, menu items, products and services that have been expressly authorized in writing by the Franchisor, refrain from deviating from the Standards and Specifications except with the express written consent of the Franchisor, and discontinue selling or providing any foods, beverages, menu items, products or services that have not been approved by the Franchisor in writing at the Uno Restaurant or through any method of distribution.
- (c) Maintain in sufficient supply and use and sell at all times only the Food Items, Products and Equipment that conform to the Standards and Specifications and prepare all menu items in strict compliance with the recipes and preparation procedures contained in the Manuals or other written directives of the Franchisor.
- (d) Permit the Franchisor to enter the Uno Restaurant premises at any time during normal business hours for the purpose of conducting inspections and QSCs, cooperate with and assist the Franchisor’s representatives during all inspections and reviews, and, upon receiving written notice of the inspection or review report from the Franchisor, take all steps necessary to immediately correct the operational and other deficiencies reported

during the inspection or QSC. The Franchisee's failure to correct such deficiencies will constitute an Event of Default. If the Franchisee fails, for any reason, to correct the reported deficiencies within the time specified by the Franchisor, then the Franchisor will have the absolute right and authority, but not the obligation, to correct the reported deficiencies without any liability to the Franchisee. The Franchisee will, immediately upon receipt of an invoice, pay the Franchisor for all expenses (including wages, travel and lodging expenses, and meals) incurred by the Franchisor to correct the reported deficiencies.

- (e) Permit the Franchisor, during normal business hours, to remove samples of food and non-food items from the Franchisee's inventory, or from the Uno Restaurant, without any payment for testing by the Franchisor to determine whether the samples meet the Franchisor's Standards and Specifications. The Franchisor may require the Franchisee to bear the cost of the testing if the supplier of a sampled item has not previously been approved by the Franchisor or if the sample(s) fails to conform to the Franchisor's Standards and Specifications.
- (f) Purchase or lease, install and maintain at the Franchisee's expense, all fixtures, furnishings, equipment, decor items, signs, delivery vehicles and related items as specified by the Franchisor or which are specified in the Manuals, and refrain from using or installing, without the Franchisor's prior written consent, any products, services or other items that do not meet the Franchisor's Standards and Specifications. If any furniture, fixture or equipment is leased by the Franchisee, then the Franchisee warrants that the lease will contain provisions that will permit the lease to be assigned to the Franchisor upon the termination or expiration of this Agreement and which prohibit the lessor from imposing any assignment or related fees upon the Franchisor in connection with any assignment. The Franchisee will provide the Franchisor with copies of all leases upon the written request of the Franchisor.
- (g) Maintain a competent, conscientious and well-trained staff of employees, in accordance with the Manuals, and will take all steps necessary to ensure that its employees preserve good customer relations, provide a high level of customer service and comply with all dress codes prescribed by the Manuals.
- (h) Prominently display the prescribed customer satisfaction forms and forward all completed customer satisfaction forms to the Franchisor, at the Franchisee's expense, on Monday of each week.
- (i) Play the recorded or programmed music in the Uno Restaurant that is specified in the Manuals or otherwise designated in writing by the Franchisor and obtain all copyright and other licenses that are necessary to authorize the playing of all such music.
- (j) Participate in any system-wide supplemental marketing and promotional programs established by the Franchisor from time to time, including without limitation coupons, loyalty programs, limited time offers, customer relationship management and other supplemental marketing programs, comply with the terms for participation in such supplemental marketing programs, and pay all costs associated with such supplemental marketing programs.

- (k) Participate, at its expense, in any quality assurance monitoring programs specified by the Franchisor, including telephonic or electronic customer polling or onsite “secret shopper” programs, and will share the results of such programs with the Franchisor. The Franchisee will participate in all customer surveys and satisfaction audits, which may require that the Franchisee provide discounted or complimentary foods, products and services, provided that such discounted or complimentary sales will not be included in the Gross Sales of the Franchisee’s Restaurant. Additionally, the Franchisee will participate in any complaint resolution and other programs as the Franchisor may reasonably establish for the Business System, which programs may include, without limitation, providing discounts or refunds to customers.

#### **7.6 PROPRIETARY PRODUCTS**

The Franchisor has developed, and will continue to develop, proprietary products for use in Uno Restaurants, including food products prepared from highly confidential recipes which are trade secrets of the Franchisor. Because of the importance of quality and uniformity of production and the significance of these proprietary products to the Business System, it is to the mutual benefit of the parties that the Franchisor closely control the production and distribution of these proprietary products. The Franchisee agrees to exclusively use the Franchisor’s confidential recipes and proprietary products in the operation of the Uno Restaurant, and to purchase all proprietary products used by the Uno Restaurant solely from the Franchisor or the suppliers designated by the Franchisor. If the Franchisor makes promotional merchandise available to the Franchisee that identifies the Business System or is branded with any of the Proprietary Marks, such as T-shirts, sweatshirts, hats, other clothing items and memorabilia, then the Franchisee will purchase this merchandise exclusively from the Franchisor or from a source designated by the Franchisor.

#### **7.7 USE OF MARKS**

All advertising, promotional and marketing materials, signs, decorations, menus, stationery, invoices, customer receipts, purchase agreements, paper goods and other items that are used at or by the Uno Restaurant must display the Proprietary Marks in the form, color, location and manner prescribed by the Manuals or otherwise designated in writing by the Franchisor.

#### **7.8 COMPLAINTS; CLAIMS**

The Franchisee will respond to all consumer complaints relating to the Uno Restaurant, and will immediately notify the Franchisor by telephone and in writing of any of the following matters: (a) safety or health violations, (b) claims or judgments exceeding \$10,000, (c) dram shop violations, (d) alcoholic beverage license violations, and (e) any other material claims against the Franchisee. The Franchisor will have the right to review all federal, state and local government inspection reports relating to the Uno Restaurant and the fixtures and equipment located in the Uno Restaurant. The Franchisee will retain all inspection reports for a period of five years. The Franchisee will notify the Franchisor in writing within five days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Uno Restaurant. The Franchisee will notify the Franchisor immediately upon the development of any actual or potential crisis situation involving the Uno Restaurant, and will comply with all guidelines and procedures adopted by the Franchisor from time to time for responding to or dealing with any crisis situation. The Franchisor reserves the right, but will not be obligated, to direct and control any crisis communications on behalf of the Franchisee and/or the Uno Restaurant.

## **7.9 VEHICLES**

All vehicles used by the Franchisee to deliver any products and services to customers will comply with the Franchisor's Standards and Specifications for appearance, signs, décor and cleanliness. The Franchisee will not hire any person to drive any vehicle who is not properly licensed under all applicable federal, state and local laws. The Franchisee will require each driver to comply with all applicable federal, state and local laws, regulations and rules applicable to the operation and maintenance of motor vehicles, and acknowledges that it is solely responsible for enforcement of these requirements and for any damage or injury resulting from the operation of any vehicles in connection with the operation of the Uno Restaurant.

## **7.10 CREDIT CARDS; GIFT CARDS**

The Franchisee will honor all credit, charge, courtesy, gift and cash cards approved by the Franchisor. The Franchisee will not create or issue any gift certificates or gift cards, except as approved by the Franchisor, and will sell and accept the gift certificates and gift cards that have been issued or approved by the Franchisor. The Franchisee will not issue gift cards, gift certificates, coupons or discounts of any type except as approved by the Franchisor in the Operations Manual or otherwise in writing. The Franchisee will comply with all written requirements established by the Franchisor for the sale, issuance and acceptance of gift cards and gift certificates, including but not limited to requirements for maintaining bank account balances, procedures for remitting sales proceeds to the Franchisor or any company that administers or services a gift card or gift certificate program on behalf of the Franchisor, prohibitions against issuing gift cards or gift certificates for non-cash consideration or in payment of accounts payable, and requirements for reimbursement of other Uno Restaurants for redemption of gift cards or gift certificates sold or issued by the Franchisee. The Franchisee will pay the Franchisor an initial gift card processing deposit of \$2,500 prior to the Opening Date, and must thereafter comply with any deposit, pre-payment or escrow requirements established by the Franchisor in connection with the sale and redemption of gift cards. The Franchisee will sign a copy of Exhibit E and will at all times indemnify the Franchisor against any liabilities for unredeemed gift cards sold or issued by the Franchisee.

## **7.11 SUPPLIER PAYMENTS**

The Franchisee acknowledges that the Franchisor or its Affiliates may receive commissions, volume discounts, purchase discounts, performance payments, bonuses, rebates, marketing and advertising allowances, co-op advertising, administrative fees, enhancements, price discounts, economic benefits and other payments ("Supplier Payments") based upon the Franchisee's purchases of Food Items, Products and Equipment from the Franchisor or other suppliers, vendors or distributors ("Suppliers" or "Supplier"). The Franchisee will have no right to receive Supplier Payments made to the Franchisor or an Affiliate of the Franchisor as a result of or based on the Franchisee's purchases from Suppliers except pursuant to the policies or practices established by the Franchisor from time to time in its discretion or by agreement with a Supplier. The Franchisor will at all times have the right to set off or deduct the amount of any Supplier Payments due to the Franchisee against any amounts due and owing by the Franchisee to the Franchisor or its Affiliates. Any Supplier Payments received by the Franchisor or its Affiliates as a result of or based on the Franchisee's purchases from Suppliers will be the property of the Franchisor or its Affiliates. If the Franchisor is a Supplier for any Food Items, Products and Equipment and if the Franchisee purchases Food Items, Products and Equipment from the Franchisor, then any Supplier Payment made to the Franchisor that is based on the Franchisee's purchases of any Food Items, Products and Equipment from the Franchisor will be the exclusive property of the Franchisor. The

Franchisee will not, under any circumstances, have the right to receive any portion of any Supplier Payments made to the Franchisor for the sale of any Food Items, Products and Equipment purchased by the Franchisor and thereafter sold to the Franchisee by the Franchisor.

#### **7.12 FEDERAL, STATE, LOCAL AND OTHER TAXES**

The Franchisee will be responsible for and will timely pay all federal, state and local taxes imposed by law in connection with the operation of the Uno Restaurant, and will timely file all returns, notices and other forms required to comply with all applicable tax laws. The Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event will the Franchisee permit a tax sale or seizure by levy of execution or similar writ or attachment by a creditor, to occur against the premises of the Uno Restaurant or any improvements thereon.

#### **7.13 COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

The Franchisee will comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations pertaining to the construction or remodeling of the Site and/or the operation of the Franchisee's Restaurant including, but not limited to: (a) health, food service and alcoholic beverage licensing laws; (b) health and safety regulations and laws; (c) menu labeling and nutrition disclosure laws; (d) environmental laws; (e) employment laws (including all wage and hour laws, employment laws, workers' compensation laws, discrimination laws, sexual harassment laws, disability and discrimination laws); (f) credit card and debit card laws applicable to consumers, including all privacy laws, (g) tax laws (including those relating to individual and corporate income taxes, sales and use taxes, franchise taxes, Gross Sales taxes, employee withholding taxes, F.I.C.A. taxes, inventory taxes, personal property taxes, real estate taxes and federal, state and local income tax laws); (h) laws pertaining to the privacy of consumer, employee, and transactional information, and all data collection and protection laws; and (i) laws pertaining to the transmission of advertisements or solicitations by telephone, text, fax, email, or any other communication medium. The Franchisee will be totally and solely responsible for the operation of its Uno Restaurant, and will control, supervise and manage all the employees, agents and independent contractors who work for or with the Franchisee. The Franchisee will be responsible for the acts of its employees, agents and independent contractors, and will take all reasonable business actions necessary to ensure that its employees, agents and independent contractors comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations. Neither the Franchisee nor any employee of the Franchisee will be considered an employee of the Franchisor under any circumstances. The Franchisor will not have any right, obligation or responsibility to hire, fire, control, supervise or manage the Franchisee's employees, agents or independent contractors. To the extent any legal authority determines that Franchisor has a duty to act or not act with respect to any of the Franchisee's employees, the Franchisor hereby assigns to the Franchisee any such duty, and the Franchisee hereby accepts such assignment. The Franchisee will timely obtain and maintain all permits, certificates and licenses necessary for the full and proper conduct of the Uno Restaurant, including, without limitation, a food service license, licenses to do business, fictitious name registrations, sales tax permits, an alcoholic beverage license, fire clearances, health and safety permits, certificates of occupancy and all permits, certificates and licenses required under any applicable environmental law, rule or regulation.

#### **7.14 OTHER LAWS**

The Franchisee will comply and/or assist the Franchisor in its compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities



including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, the Franchisee will not enter into any prohibited transactions and will properly perform any currency reporting and other activities relating to the Restaurant business as may be required by the Franchisor or by law. The Franchisee confirms that it is not listed in the Annex to Executive Order 13224, and agrees not to hire any person so listed or have any dealing with a person so listed. The Franchisee is solely responsible for ascertaining what actions must be taken by it to comply with all such laws, orders and/or regulations, and specifically acknowledges and agrees that its indemnification responsibilities as provided in ARTICLE 21 of this Agreement pertain to its obligations hereunder.

#### **7.15 FRANCHISOR'S RIGHT TO DISCLOSE**

The Franchisor will have the right to disclose in its Franchise Disclosure Document as required by law, and in other documents and places as determined by the Franchisor, any information relating to the Restaurant, including the Franchisee's name, any address and/or telephone number(s), revenues, expenses, results of operations and/or other information. Any disclosure by the Franchisor will be for reasonable business purposes, and its rights under this provision will survive the Assignment, termination or expiration of this Agreement.

### **ARTICLE 8** **UNO RESTAURANT TECHNOLOGY**

#### **8.1 BUSINESS TELEPHONE NUMBERS**

The Franchisee will, at its expense, maintain dedicated telephone lines, high speed Internet connections, and fax lines for the Uno Restaurant as specified in the Manuals. Upon the execution of this Agreement or at any time thereafter, the Franchisee will execute any documents the Franchisor deems necessary to appoint the Franchisor its true and lawful attorney-in-fact with full power and authority for the purpose of assigning to the Franchisor all rights to the telephone numbers of the Uno Restaurant upon the termination or expiration of this Agreement.

#### **8.2 COMPUTER HARDWARE AND SOFTWARE; POINT-OF-SALE SYSTEM**

The Franchisee will, at its sole expense, lease, license or purchase the computer hardware, computer software, peripheral devices and point-of-sale, cash register and operating systems (the "Computers and Software") that meet the standards, specifications and requirements established by the Franchisor from time to time as set forth in the Operations Manuals or otherwise in writing. The Franchisee's Computers and Software will be configured to provide the Franchisor with direct electronic access to the Franchisee's Computers and Software, and databases to upload the data, financial information and other information the Franchisee is required to provide to the Franchisor pursuant to this Agreement or the Operations Manuals, including Gross Sales, and by category, direct labor costs and food costs. The Franchisee will, upon written notice from the Franchisor, at its sole expense, acquire new Computers and Software, or modify, enhance, update and upgrade the Computers and Software, to meet the standards, specifications and requirements specified in the Operations Manuals or otherwise in writing by the Franchisor.

#### **8.3 TECHNOLOGY; TECHNOLOGY FEE**

The Franchisor may, from time to time, either develop or engage third parties to develop, proprietary computer software, applications, or technology for use in the operation, management, and marketing of the Uno Restaurant, or require the use of non-proprietary technology, including without limitation technology or applications for online ordering, reservations, digital marketing, table-top ordering, guest engagement/loyalty, gift card processing, online and mobile application

ordering capabilities, back-of-the-house operations such as food costing, inventory, electronic invoicing, labor scheduling and operational reporting, reporting, analytics, or other aspects of Restaurant operations (the “Technology”). If developed or designated by the Franchisor, the Franchisee will, at its sole expense, lease, license, or purchase the Technology as designated by the Franchisor, and will implement the Technology in its Restaurant operations within the time period specified by the Franchisor. If non-proprietary software is required, the Franchisee, at its sole expense, will lease, license or purchase the Technology and implement it within a time period specified by the Franchisor. The Franchisor will have the right, on two months’ prior written notice to the Franchisee and other franchisees in the Franchisor’s system, to charge a weekly fee (the “Technology Fee”), in the amount specified by the Franchisor, for the Franchisor’s costs of development, maintenance, and upgrades to the Technology. The Franchisor will have the ongoing right to modify the amount of the Technology Fee on two months’ written notice to the Franchisee. The Technology Fee will be payable on Tuesday of each week together with the Royalties. In addition, the Franchisor will have the right, on two months’ prior written notice to the Franchisee and other franchisees in the Franchisor’s system, to charge a fee for help desk assistance in support of the Technology.

#### **8.4 INTERNET PROVIDER; E-MAIL**

The Franchisee will, at its expense, have access to the Internet and will maintain an e-mail address. The Franchisee’s e-mail address will be provided to the Franchisor and will be used for the Franchisee and the Franchisor to communicate and to transmit documents and other information. The Franchisee will not use the words “Pizzeria Uno®” as any part of its e-mail address or its domain name for any website maintained by the Franchisee. If the Franchisor develops an intranet through which the Franchisor and its franchisees can communicate by e-mail or similar electronic means, then the Franchisee will use the Franchisor intranet in strict compliance with the standards, protocols and restrictions that are set forth in this Agreement, the Operations Manuals or otherwise in writing by the Franchisor. The Franchisee will not make any derogatory, defamatory or libelous statements in any transmission made via the Internet, through an intranet or by any other means.

#### **8.5 INTERNET AND INTRANET MATTERS**

The Franchisor is the lawful, rightful and sole owner of the *unos.com*, *pizzeriauno.com*, and related Internet addresses, and the Franchisee unconditionally disclaims any ownership interest in these Internet addresses and any Internet address that is similar. The Franchisee will not have the right to use or register any Internet name or e-mail address in any class or category that contains the words pizza, pizzeria, Uno, Pizzeria Uno or any abbreviation, acronym or variation of those words without the Franchisor’s prior written consent. None of the Franchisee or its Principals, employees or agents will have the right to use any of the Proprietary Marks or other intellectual property of the Franchisor on any social network, social media or online community on the Internet or any other online, digital or electronic medium including, but not limited to, any “blog,” YouTube, Facebook, MySpace, Wikipedia, professional networks like Linked-In, live-blogging and micro-blogging tools like Twitter, virtual worlds, file, audio and video sharing sites, and other similar social networking media or tools (“Social Media”), except with the prior written permission of the Franchisor. The Franchisee and its Principals, employees and agents will comply with all of the Franchisor’s policies, standards and procedures for use of any Social Media that in any way references the Marks or involves the Restaurant. The Franchisee will not transmit any confidential information, documents or data over the Internet without first encrypting the transmission using the encryption program adopted by the Franchisor for the Pizzeria Uno Intranet site. The

Franchisee will not make any derogatory, defamatory or libelous statements in any transmission made through the Pizzeria Uno Intranet site or by any other means.

#### **8.6 PAYMENT CARD COMPLIANCE**

To the extent the Franchisee will store, process, transmit or otherwise access or possess cardholder data in connection with the sale of products and services at its Uno Restaurant, the Franchisee will maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards (“PCI DSS”), currently found at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org), for the protection of cardholder data throughout the term of this Agreement. The Franchisee further understands it is responsible for the security of cardholder data in the possession or control of any subcontractors it engages to perform under this Agreement. Such subcontractors must be identified to and approved by the Franchisor in writing prior to sharing cardholder data with the subcontractor. The Franchisee will, if requested to do so by the Franchisor, provide appropriate documentation to the Franchisor to demonstrate compliance with applicable PCI DSS requirements by the Franchisee and all identified subcontractors.

#### **8.7 PRIVACY LAW COMPLIANCE**

As stated in Article 7.13, the Franchisee must comply with all applicable laws pertaining to the privacy of consumer, employee, and transactional information, and all data collection and protection laws. Compliance by the Franchisee will require, without limitation, that the Franchisee: (a) implement and maintain legally-compliant privacy policies and practices, (b) refrain from retaining, using, or disclosing any information protected under any applicable privacy or data security laws except in compliance with all such laws, (c) immediately notify the Franchisor by telephone and in writing of any actual or suspected data breach involving the Franchisee or its Restaurant, business operations, customers, or suppliers, (d) promptly respond to and comply with any consumer data requests or inquiries from any governmental or regulatory body, (e) cooperate as necessary, at the Franchisee’s expense, with the Franchisor in responding to any consumer data requests or inquiries from any governmental or regulatory body, and (f) be legally responsible for, and indemnify the Franchisor against, in accordance with ARTICLE 21, any private or governmental suit or enforcement action alleging the Franchisee’s failure to comply with applicable laws.

### **ARTICLE 9** **ADVERTISING AND RELATED FEES**

#### **9.1 BUSINESS CO-OP FEES**

(a) The Franchisee will pay the Franchisor a non-refundable weekly Business Co-op Fee (the “Business Co-op Fee”), in an amount designated by the Franchisor up to 3% of the weekly Gross Sales of the Franchisee’s Uno Restaurant, on Tuesday of each week for the preceding week’s Gross Sales. The Business Co-op Fee will be used by the Franchisor for advertising, marketing and promotional costs incurred by the Franchisor, including but not limited to, costs for (1) the management costs, salaries, fringe benefits, administrative, overhead and travel costs of the personnel involved in creating, developing and producing advertising, marketing and promotional materials for the Uno Restaurants and Business System and managing the Business Co-op program, (2) creating, developing and implementing advertising, marketing, CRM marketing, loyalty, and promotional plans and strategies, (3) point of purchase materials, (4) development of brand content, (5) producing and developing training films, (6) menu printing, menu development, and test kitchen operations, (7) marketing research and development regarding the brand, (8) conducting

QSCs and inspections of Uno Restaurants and suppliers, (9) Internet, CRM, loyalty, social media, database management, and other electronic promotions and advertising, and (10) planning, organizing and conducting meetings and conventions for the Uno Restaurant franchisees.

- (b) The Franchisor will oversee all advertising, promotional and marketing programs, exclusive of associated customer data/databases, and will have the exclusive right to approve or disapprove the creative concepts, materials and media for these programs, and the placement of all media including all Franchisee-developed marketing materials and local store marketing programs.
- (c) The Franchisor will not have a fiduciary obligation to the Franchisee with respect to administering the Business Co-op Fees, will not be obligated to make expenditures for advertising, marketing and promotions that are proportionate to the Business Co-op Fees paid by the Franchisee for any given market, and will have the absolute right to spend the Business Co-op Fees in any manner that the Franchisor deems to be in the best interest of all Uno Restaurants and the Business System.
- (d) The Business Co-op Fees will be accounted for separately by the Franchisor, may be placed in a separate account, and will not be considered an asset of the Franchisor. The Business Co-op Fees will not be used to pay any of the Franchisor's expenses, except for the administrative costs and overhead incurred by the Franchisor for the salaries, fringe benefits, administrative, overhead and travel costs of the personnel involved in creating, developing and producing advertising, marketing and promotional materials, and menu development and test kitchen functions. The Franchisor will provide the Franchisee with an unaudited annual accounting of all advertising, marketing and promotional expenditures for which Business Co-op Fees are used.
- (e) It is anticipated that all Business Co-op Funds will be spent during the fiscal year the contributions are received. If there are excess Business Co-op Funds at the end of the fiscal year, then all advertising, promotion and marketing expenditures in the following fiscal year(s) will be made first from the excess funds and earnings from the previous years and then from the contributions and earnings from the current year.

## **9.2 ADVERTISING MATERIALS**

The Franchisee will submit copies of all proposed advertising, marketing and/or promotional materials to the Franchisor for prior approval. If the Franchisor does not disapprove the advertising, marketing and/or promotional materials within ten working days after receipt, then the Franchisee will have the right to use the materials submitted in advertising, marketing and/or promoting the Uno Restaurant. The Franchisor will have the absolute right to disapprove any advertising, marketing or promotional materials that the Franchisor determines may be offensive, inaccurate, strategically inappropriate, potentially harmful to the Business System or the Proprietary Marks, or injurious to the Franchisor or its franchisees.

## **9.3 OUTDOOR SIGNS**

The Franchisee will install and maintain an outdoor sign in a prominent location in accordance with the sign specifications set forth in the Manuals and which have been approved in writing by the Franchisor, unless prohibited from doing so by applicable laws and regulations. The Franchisee will apply for and obtain all permits or variances that may be required by any local government for the installation and maintenance of the outdoor sign required under this Article.

#### **9.4 DIRECTORY LISTINGS**

If the Franchisee advertises its Uno Restaurant in the classified or yellow pages of the local print or electronic telephone directory in the Franchisee's market area, it will do so under the listings of "restaurants" and "pizza," and the form and content of the listings will conform to standards specified by the Franchisor. The Franchisee's classified and yellow page advertising expenses will count toward the Local Advertising expenditures required under Article 9.5.

#### **9.5 LOCAL ADVERTISING EXPENDITURES**

In addition to the Business Co-op Fee payable pursuant to Article 9.1, and the System Wide Marketing and Media Fund contributions payable pursuant to Article 9.9, the Franchisee will, during each month, spend a minimum of 2% of Gross Sales for local advertising, marketing and public relations ("Local Advertising"). The food discount cost for coupons or gift certificates will not be counted as Local Advertising. At the request of the Franchisor, the Franchisee will furnish the Franchisor with an accurate accounting of the previous month's and previous year's Local Advertising expenses in the form prescribed by the Franchisor. The Franchisor will have the right to audit the Franchisee's records to verify the appropriateness of the Franchisee's Local Advertising expenditures.

#### **9.6 GRAND OPENING ADVERTISING**

The Franchisee will spend a minimum of \$5,000 on approved grand opening advertising and promotion ("Grand Opening Advertising") for the Franchisee's Restaurant in compliance with the requirements set forth in the Operations Manuals in consultation with the Franchisor during the period commencing 30 days prior to the opening of the Franchisee's Restaurant and ending 120 days after the date on which the Franchisee's Restaurant opens for business. The Franchisor advises the Franchisee that it may be necessary to spend additional amounts on Grand Opening Advertising. The Franchisee will provide the Franchisor with an accurate accounting (in the form prescribed by the Franchisor) of its expenditures for Grand Opening Advertising within 130 days after the opening of the Franchisee's Restaurant. Required funds not spent for Grand Opening Advertising within six months after the opening for the Franchisee's Restaurant will be paid to the Franchisor and spent for advertising in the Franchisee's market area. Expenditures for Grand Opening Advertising will be credited toward the Franchisee's Local Advertising Contribution requirement set forth in Article 9.5 of this Agreement. Otherwise, the Franchisee's Grand Opening Advertising expenditures made pursuant to this provision will be in addition to the payment of the Business Co-op Fee and the other advertising obligations of the Franchisee set forth in this Agreement.

#### **9.7 SYSTEM WIDE MARKETING AND MEDIA FUND**

The Franchisor will have the right to assess the Franchisee for contributions to a system wide marketing and media fund which will be used by the Franchisor to create, develop, produce, purchase and place media advertising and other forms of advertising, promotion and marketing which, in the Franchisor's judgment, will benefit the Uno Business System (the "System Wide Marketing and Media Fund"). The System Wide Marketing and Media Fund may be implemented by the Franchisor on a national, local or regional basis on two months' written notice to the Franchisee and other participating franchisees. All contributions made by the Franchisee to the System Wide Marketing and Media Fund will be in addition to the Business Co-op Fees payable pursuant to Article 9.1, and Local Advertising expenditures required pursuant to Article 9.5. When the System Wide Marketing and Media Fund is established by the Franchisor, the Franchisee will be obligated as follows:

- (a) On Tuesday of each week during the term of this Agreement, the Franchisee will contribute the amount designated by the Franchisor, up to 2% of the Franchisee's Gross Sales for the preceding week, for advertising, promotion and marketing as provided for in this Article.
- (b) The System Wide Marketing and Media Fund will be maintained and administered by the Franchisor as follows:
  - (i) The Franchisor will oversee all advertising, promotional and marketing programs and will have the exclusive right to approve or disapprove the creative concepts, materials and media for these programs, and the placement of all media. The Franchisee agrees and acknowledges that the System Wide Marketing and Media Fund is intended to maximize public brand recognition and awareness of the Business System and the Proprietary Marks.
  - (ii) All contributions made to the System Wide Marketing and Media Fund by the Franchisee and any earnings will be used exclusively by the Franchisor for the purposes set forth in this Article 9.7.
  - (iii) All payments by the Franchisee to the System Wide Marketing and Media Fund will be by a separate check or EFT. All funds paid to the System Wide Marketing and Media Fund will be maintained in a separate account and will not be used to pay any of the Franchisor's expenses, except for the administrative costs and overhead incurred by the Franchisor for the administration, management, and direction of the System Wide Marketing and Media Fund and the media advertising, promotion and marketing conducted by the Franchisor pursuant to this Article 9.7. The Franchisor will maintain separate bookkeeping accounts for the System Wide Marketing and Media Fund.
  - (iv) It is anticipated that all contributions to and earnings of the System Wide Marketing and Media Fund will be spent during the fiscal year the contributions are received. If there are excess funds in the System Wide Marketing and Media Fund at the end of the fiscal year, then all advertising, promotion and marketing expenditures in the following fiscal year(s) will be made first from the excess funds and earnings from the previous years and then from the contributions and earnings from the current year.
  - (v) The System Wide Marketing and Media Fund will not be an asset of the Franchisor and will be operated solely as a conduit for the collection and expenditure of media advertising, promotion and marketing contributions for the purposes stated in this Article 9.7. An unaudited statement of the operations of the System Wide Marketing and Media Fund will be prepared annually by the Franchisor and will be made available to the Franchisee upon written request. The Franchisor will not have a fiduciary obligation to the Franchisee in administering the System Wide Marketing and Media Fund.

The Franchisor will have the absolute right to terminate the System Wide Marketing and Media Fund at any time after all of the funds in the System Wide Marketing and Media Fund have been spent for media advertising, promotion and marketing. The Franchisor will have the right to re-establish the System Wide Marketing and Media Fund at any time it deems appropriate and in the best interest of the Business System.

## **ARTICLE 10**

### **PROPRIETARY MARKS**

#### **10.1 RIGHT TO USE PROPRIETARY MARKS**

The Franchisor hereby grants the Franchisee the right to use the Proprietary Marks in the Assigned Area and the Franchisee agrees to strictly comply with (a) all of the terms and conditions of the this Agreement, (b) the Business System, and (c) the Franchisor's Standards and Specifications.

#### **10.2 COVENANTS**

The Franchisee covenants and acknowledges as follows:

- (a) The Franchisor is the owner of all rights, title and interest in, and the goodwill associated with and symbolized by, the Proprietary Marks. Without limiting any provisions herein, the marks "PIZZERIA UNO®," "UNO PIZZERIA & GRILL®," and "UNO CHICAGO GRILL®" and are U.S. registered marks.
- (b) The Franchisee and the Principals will not take any action that will prejudice or interfere with the validity of any of the Franchisor's rights to the Proprietary Marks. Nothing in this Agreement will give the Franchisee any rights, title or interest in or to any of the Proprietary Marks or any of the Franchisor's copyrights or proprietary materials, except the right to use the Proprietary Marks and the Business System in accordance with the terms and conditions of this Agreement.
- (c) Any and all goodwill arising from the Franchisee's use of the Proprietary Marks and the Business System will inure solely and exclusively to the Franchisor's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount will be assigned as attributable to any goodwill associated with the Franchisee's use of the Proprietary Marks.
- (d) The Franchisee will not contest the validity of the Franchisor's rights or interest in the Proprietary Marks and will not any assist anyone else in contesting the validity of the Franchisor's rights or interest in the Proprietary Marks.
- (e) Any use of the Proprietary Marks by the Franchisee which is not specifically authorized by this Agreement will constitute an infringement of the Franchisor's rights in and to the Proprietary Marks. The Franchisee will provide the Franchisor with and will sign all documents the Franchisor requests to fully vest in the Franchisor all rights, title and interest in and to the Proprietary Marks, including all documents requested by the Franchisor to register, maintain and enforce the Franchisor's rights in and to the Proprietary Marks.
- (f) The Franchisor will have the absolute right to substitute different Proprietary Marks for use in identifying the Business System and the Uno Restaurant if the Franchisor's current Proprietary Marks no longer can be used, or if the Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the Business System. In that event, the Franchisor will have the right to require the Franchisee, at the Franchisee's expense, to discontinue or modify the Franchisee's use of any of the Proprietary Marks or to use one or more additional or substitute Proprietary Marks to identify the Business System and the Uno Restaurant.

#### **10.3 USE OF PROPRIETARY MARKS**

The Franchisee will, at all times: (a) operate and advertise the Uno Restaurant only under the name "Pizzeria Uno®" or such other of the Proprietary Marks as may be designated by the Franchisor;

(b) identify itself as the owner of the Uno Restaurant, and as a franchisee of the Franchisor, in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Uno Restaurant, any Uno Restaurant delivery vehicle, or electronic media as the Franchisor may designate in writing; (c) not use the Proprietary Marks in any way that would cause the Franchisor to incur any obligation or indebtedness; (d) comply with the Franchisor's instructions for filing and maintaining the Franchisee's trade name or fictitious name registrations; (e) execute all documents deemed necessary by the Franchisor or its counsel to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability; (f) cooperate in all respects with the Franchisor to prove the continuous and effective use of the Proprietary Marks; and (g) cooperate with the Franchisor in respect to any renewals of any federal and state registrations.

#### **10.4 INFRINGEMENT OF THE PROPRIETARY MARKS**

The Franchisee will notify the Franchisor immediately by telephone and in writing of any apparent infringement of or challenge to the Franchisee's use of any of the Proprietary Marks and of any claim by any person who alleges any rights in any of the Proprietary Marks. The Franchisee and the Principals will not communicate with any person other than the Franchisor, its counsel and the Franchisee's counsel in connection with any such infringement, challenge or claim. The Franchisor will have the absolute right and complete discretion to take such action as it deems appropriate in connection with any infringement, challenge or claim and will have the exclusive right to control all settlement negotiations, mediation hearings, litigation or other proceedings relating to any of the Proprietary Marks. The Franchisee will execute all documents and render such assistance as the Franchisor determines is necessary to protect the interests of the Franchisor in any litigation or other proceeding or to otherwise protect and maintain the Franchisor's interests in and to the Proprietary Marks.

#### **10.5 NONEXCLUSIVE RIGHTS**

The Franchisee's right and license to use the Proprietary Marks under this Agreement are nonexclusive and, as a result, the Franchisor will have the absolute right to: (a) grant other franchisees and licensees the right to use the Proprietary Marks, in addition to those licenses already granted to existing Uno franchisees; (b) develop and establish other business systems using the Proprietary Marks or other names or marks of the Franchisor and to grant licenses or franchises to them without any obligation to provide these or another any rights to the Franchisee; and (c) engage, directly or indirectly, in the production, distribution, license and sale of products and services which are branded with any of the Proprietary Marks or any other trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols or designs which are owned by, licensed to, developed or used by the Franchisor.

### **ARTICLE 11** **BOOKS AND RECORDS**

#### **11.1 RECORD RETENTION**

The Franchisee will maintain and retain for at least five years from the dates of their preparation, full, complete and accurate financial statements, books, records and accounts together with all sales slips, coupons, purchase orders, credit card transmission records, bank statements, deposit slips, value added tax and sales tax records and returns, cash receipts and disbursements journals, sales journals, general journals and ledgers, records of EFT transactions and all related financial information, whether maintained in hard copy or on any computer system ("Financial Statements



and Records”). All Financial Statements and Records will be prepared and maintained by the Franchisee in accordance with generally accepted accounting principles and will be prepared in the form prescribed in the Manuals. Financial Statements and Records will not include the Franchisee’s employee records.

### **11.2 FINANCIAL STATEMENTS; REPORTS**

The Franchisee will, at its expense, provide the Franchisor with: (a) monthly unaudited profit and loss statements for the Uno Restaurant within 30 days after the end of each calendar quarter, (b) annual financial statements, together with a balance sheet, profit and loss statement, cash flow statement and footnotes, within 90 days after the end of each fiscal year, (c) copies of the Franchisee’s annual state sales tax returns, and (d) the Weekly Sales Reports, daily Gross Sales reports and all other reports, records and information requested by the Franchisor, at the times and in the form designated by the Franchisor.

### **11.3 AUDIT RIGHTS**

The Franchisor will have the right to review, audit, examine and copy any and all of the Financial Statements and Records of the Franchisee at any time during normal business hours and the Franchisee will make all Financial Statements and Records available to the Franchisor immediately upon request. If the audit or review discloses that the Franchisee is delinquent in making any Payments due to the Franchisor, then immediately upon receiving an invoice for the past due amount, the Franchisee will pay the Franchisor the past due amount stated in the invoice together with interest at the rate specified in Article 4.3. If the audit or review of the Franchisee’s Financial Statements and Records discloses that any Payment due to the Franchisor under this Agreement has been understated by 2% or more, or that Gross Sales for the Uno Restaurant have been understated by 5% or more, then the Franchisee will also reimburse the Franchisor for all costs and expenses incurred by the Franchisor in conducting the audit or review, including, without limitation, travel costs, lodging, meals, wages and the Franchisor’s accounting and attorneys’ fees, if any.

## **ARTICLE 12 INSURANCE**

### **12.1 INSURANCE REQUIREMENTS**

The Franchisee will obtain and maintain in full force and effect, at the Franchisee’s expense, the insurance policies described in this ARTICLE 12 protecting the Franchisee and the Franchisor and their successors and assigns and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Uno Restaurant. The Franchisee will obtain the required comprehensive general liability insurance at the time the Franchisee purchases or leases the Site for the Uno Restaurant pursuant to Article 3.3, will obtain construction insurance and special form insurance upon beginning construction or remodeling of the Uno Restaurant, and will obtain all other required insurance coverages at least two weeks prior to the Opening Date.

### **12.2 INSURANCE COVERAGE**

All insurance policies must be written by a responsible insurance company that is licensed in the state where the Franchisee’s Uno Restaurant will be located, and that has been assigned an “A” rating or its equivalent by a recognized insurance rating service. At a minimum, the Franchisee will have the following insurance in force in effect at all times:

- (a) Comprehensive commercial general liability insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, completed operations, products liability, and fire damage coverage, in the amount of not less than \$2,000,000 combined single limit.
- (b) Alcoholic beverage legal liability insurance in the amount of not less than \$2,000,000 combined single limit.
- (c) Property insurance on an “all risk” (special) basis including earthquake and flood, if applicable) in an amount equal to the replacement cost of (i) the Uno Restaurant premises, (ii) all of the other Uno Restaurant property, equipment, furniture and fixtures leased or owned by the Franchisee, and (iii) business interruption insurance coverage in an amount to cover one year’s gross earnings (as defined by the insurer).
- (d) An “umbrella” insurance policy providing excess coverage with limits of not less than \$3,000,000, except that if the Franchisee owns two or more Uno Restaurants, then the Franchisee will purchase a “per location aggregate” on the umbrella coverage. The umbrella is excess coverage over the alcoholic beverage liability insurance to be maintained by the Franchisee.
- (e) Automobile liability insurance, including coverage for owned, non-owned and hired vehicles, with coverage in amounts not less than \$2,000,000 combined single limit.
- (f) Workers’ compensation insurance in amounts provided or described by applicable law and employers’ liability insurance with coverage limits of not less than \$1,000,000; provided, however, that if the state in which the Uno Restaurant is located does not require workers’ compensation insurance, or if worker’s compensation insurance is required but coverage limits are not specified, then the Franchisee will obtain comparable insurance coverage.
- (g) Data security and cyber liability insurance in an amount not less than \$1,000,000 per incident and annual aggregate.
- (h) Such other insurance policies with such coverage as may be required by the state or locality in which the Uno Restaurant is located.

### **12.3 NAMED INSURED; WAIVER OF SUBROGATION**

All insurance policies maintained by the Franchisee must name the Franchisor and its officers, directors and employees as named insureds and must also include a waiver of subrogation in favor of the Franchisor and its officers, directors and employees.

### **12.4 CONSTRUCTION INSURANCE**

In connection with any construction, renovation, refurbishment or remodeling of the Uno Restaurant, the Franchisee will maintain insurance covering the completed value of the construction and commercial general liability insurance in the forms and amounts that are commercially reasonable.

### **12.5 OTHER INSURANCE**

The Franchisee’s obligation to obtain and maintain the insurance and coverage in the amounts specified will not be limited in any way by reason of any insurance which may be maintained by the Franchisor, nor will the insurance maintained by the Franchisee under this Agreement relieve the Franchisee of any of the liability under the indemnity provisions contained in ARTICLE 19 of this Agreement.

## **12.6 FRANCHISEE'S NEGLIGENCE**

All public liability and property damage policies maintained by the Franchisee will contain provisions that the Franchisor and its directors, officers and employees, although named insureds, will nevertheless be entitled to recover under all insurance policies maintained by the Franchisee for any loss incurred by the Franchisor or its directors, officers or employees by reason of the negligence of the Franchisee or its servants, agents or employees.

## **12.7 EVIDENCE OF INSURANCE**

Upon execution of this Agreement, and within 30 days prior to the expiration of any insurance policy, the Franchisee will deliver to the Franchisor Certificates of Insurance or other evidence of the existence and continuation of the insurance coverages required under this Agreement. All insurance policies required under this Article, with the exception of workers' compensation or its equivalent, will name the Franchisor and its affiliates, and their respective directors, officers, shareholders, partners, employees, representatives, independent contractors and agents as named insureds, and will expressly provide that any interest of the Franchisor and its affiliates as named insureds will not be affected by any breach of any of the policy provisions by the Franchisee or any Principal. All insurance policies required of the Franchisee under this Article will provide that the Franchisor be given 30 days written notice prior to the time any material change is made to the policy or if the policy is being cancelled for any reason.

## **12.8 FAILURE TO MAINTAIN INSURANCE**

If the Franchisee for any reason fails to procure or maintain the insurance required by this Agreement, then the Franchisor will have the right and authority (without, however, any obligation to do so) to procure and pay for all required insurance and the Franchisee will, upon receipt of an invoice, immediately reimburse the Franchisor for all insurance premiums paid on behalf of the Franchisee under this Article together with a reasonable fee for the Franchisor's administrative time.

# **ARTICLE 13**

## **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE FRANCHISEE**

### **13.1 OPTIMUM SALES**

The Franchisee and each of the Principals covenant and agree that they will make all commercially reasonable efforts to operate the Uno Restaurant so as to achieve optimum sales.

### **13.2 ORGANIZATION**

If the Franchisee is a corporation, limited liability company, partnership or other entity, then the Franchisee and the Principals represent, warrant and covenant that:

- (a) The Franchisee is duly organized and validly existing under the law of the state or territory where formed;
- (b) The Franchisee is duly qualified and is authorized to do business in the jurisdiction where the Uno Restaurant is located and in each jurisdiction where it conducts business, maintains offices, owns real estate or where qualification is required;
- (c) The Franchisee's articles of incorporation, by-laws, operating agreement, member control agreement, partnership agreement or other organizational documents (the "Authorizing Documents") will at all times provide that the Franchisee's business activities will be confined exclusively to the ownership and operation of the Uno Restaurant, unless otherwise consented to in writing by the Franchisor;

- (d) The execution of this Agreement and the consummation of the transactions contemplated by this Agreement and the Manuals are within the powers granted to the Franchisee by the Authorizing Documents and have been duly authorized and approved by the Franchisee or by the board of directors, board of governors, managing partner or other governing body of the Franchisee;
- (e) Copies of all Authorizing Documents and any other documents, agreements or resolutions in the Franchisee's possession will be provided to the Franchisor upon written request;
- (f) The names of the owners of the Franchisee and their ownership interests in the Franchisee are accurately stated and completely described in the Guaranty attached to this Agreement;
- (g) The Franchisee will at all times maintain a current schedule of the owners of the Franchisee and their ownership interests, and the Franchisee will immediately provide the Franchisor with a copy of the updated ownership schedule whenever there is any change of ownership. The ownership schedule will contain the name, address, telephone number and e-mail address of each owner of the Franchisee and will state the percentage of ownership that each owner has in the Franchisee;
- (h) If, subject to the provisions of ARTICLE 16, any person or entity ceases to be one of the Franchisee's Principals, or if any individual or entity becomes a Principal of the Franchisee, then the Franchisee will notify the Franchisor in writing and within five days the Franchisee will require the new Principal to execute copies of all documents required by the Franchisor;
- (i) The Franchisee's Authorizing Documents and any documents representing ownership in the Franchisee will provide that no ownership interest in the Franchisee may be assigned or transferred to any person or entity unless it is in strict compliance with the terms, conditions and restrictions contained in this Agreement;
- (j) The Franchisee has no material liabilities, adverse claims, commitments or obligations of any nature as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, except as disclosed to the Franchisor in writing or set forth in the financial statements of the Franchisee that have been provided to the Franchisor;
- (k) Each of the Franchisee's Principals will execute the Personal Guaranty attached hereto;
- (l) The Franchisee will, at all times, maintain sufficient working capital to operate the Uno Restaurant and to fulfill its obligations under this Agreement, and will take steps to ensure availability of capital to fulfill the Franchisee's obligations to maintain, remodel and modernize the Uno Restaurant premises as required under Article 7.2 and Article 7.3 of this Agreement; and
- (m) The Franchisee will not use the Proprietary Marks or any words contained in or similar to the Proprietary Marks as part of its corporate or other legal name, and will not file for or change its corporate or other legal name without the express written consent of the Franchisor.
- (n) The representations, warranties and covenants contained in this Article are continuing obligations of the Franchisee and the Principals and that any failure to comply with such representations, warranties and covenants will constitute a material breach of this Agreement.

### **13.3 OPERATING PRINCIPAL**

Upon the execution of this Agreement, the Franchisee will designate an individual approved by the Franchisor to serve as the Operating Principal of the Franchisee. If the Franchisee is an individual, the Franchisee will perform all obligations of the Operating Principal. The Operating Principal will: (a) devote his or her full time to the supervision and operations of the Uno Restaurant; (b) meet the Franchisor's educational and experience requirements and the other standards set forth in the Manuals; (c) successfully complete any training required by the Franchisor; and (d) either serve as the General Manager or designate another individual to serve as the General Manager of the Uno Restaurant. If the Operating Principal is at any time replaced by the Franchisee, then a new Operating Principal meeting the requirements of this Article will be designated by the Franchisee within 30 days. The Franchisee will provide the Franchisor with the name and experience of the new Operating Principal at least five days before hire, the new Operating Principal will begin training required by the Franchisor within 30 days of the date of hire, and the new Operating Principal will successfully complete the training within the time frame established by the Franchisor. The Franchisee will provide for interim management of the Uno Restaurant by qualified personnel approved by the Franchisor until the new Operating Principal is hired.

### **13.4 MANAGEMENT OF THE UNO RESTAURANT**

The Franchisee will employ a General Manager, other management and personnel necessary for the efficient operation and management of the Uno Restaurant. The General Manager will be required to (a) meet the Franchisor's educational and business experience criteria as set forth in the Manuals, and the Franchisor further suggests that the General Manager have previous experience in the management of a casual theme restaurant, (b) successfully complete any training required by the Franchisor, and (c) devote his or her full time to the supervision and management of the Uno Restaurant. If the General Manager's employment with the Franchisee is terminated for any reason, then the Franchisee will hire a replacement General Manager who meets the qualifications of this Article within 30 days. The new General Manager will begin training required by the Franchisor within 30 days of the date of hire, and will successfully complete the training within the time frame established by the Franchisor. The Franchisee will provide for interim management of the Uno Restaurant by qualified personnel approved by the Franchisor until a replacement General Manager is hired. The Franchisee will give the Franchisor written notice when a General Manager's employment with the Franchisee is terminated or when a new General Manager is hired.

### **13.5 SUCCESSFUL COMPLETION OF TRAINING**

(a) The Franchisee agrees that it is necessary to the opening and continued operation of the Business System and the Uno Restaurant that the Franchisee, Operating Principal, General Manager, kitchen manager, and other designated Uno Restaurant personnel receive and satisfactorily complete all training programs required by the Franchisor. The Operating Principal (or his designee), the General Manager, kitchen manager, and other designated Uno Restaurant personnel as required pursuant to Article 6.1 will attend and successfully complete the Franchisor's initial training program at least two weeks before the Opening Date. If any employee of the Franchisee does not successfully complete any required training program, the Franchisee will, at its expense, designate a replacement(s) to satisfactorily complete such training. The Franchisee will, prior to the Opening Date, have hired and properly trained such employees as are designated in the Manuals for the proper opening and staffing of the Uno Restaurant.

- (b) If the Uno Restaurant to be operated pursuant to this Agreement is the Franchisee's second or subsequent Uno Restaurant, the Franchisee will, at its expense, conduct the initial training program and other training programs as designated by the Franchisor. All such training programs must comply with the Franchisor's written standards and requirements.
- (c) The Franchisee will be responsible for any and all expenses, including without limitation costs of travel, lodging, meals, wages and benefits, incurred by all employees of the Franchisee who attend any initial or other training program on behalf of the Franchisee.

### **13.6 CONDUCT**

In all dealings with customers, suppliers and public officials, the Franchisee will adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct and will not take any action that would cause the Franchisor to be in violation of any federal, state or local laws, rules or regulations.

### **13.7 CONVENTIONS**

The Operating Principal or another person designated by the Franchisee will attend all Uno franchisee conventions hosted by the Franchisor unless the Franchisee obtains the Franchisor's prior written approval of non-attendance. The Franchisee will be responsible for paying the convention registration fees and all expenses for the Operating Principal and all other persons who attend the convention on behalf of the Franchisee, including costs for travel, lodging, meals and wages. The foregoing notwithstanding, the Franchisor may prohibit convention attendance by the Franchisee or persons on its behalf if the Franchisor has given the Franchisee written notice of an Event of Default under this Agreement and the Event(s) of Default specified in the written notice have not been corrected by the Franchisee.

### **13.8 COMPLIANCE WITH AGREEMENT**

The Franchisee and the Principals represent, warrant and covenant that they will comply with all other requirements and will perform all other obligations in accordance with the terms and conditions of this Agreement.

## **ARTICLE 14 MANUALS; CONFIDENTIALITY**

### **14.1 CONDUCT OF BUSINESS**

To protect the reputation and goodwill of the Franchisor and to maintain the Standards and Specifications of operation under the Franchisor's Proprietary Marks and the Business System, the Franchisee will conduct its business in accordance with the Manuals, other written directives which the Franchisor may issue to the Franchisee from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created by the Franchisor for use in the operation of the Uno Restaurant.

### **14.2 LOAN OF MANUALS**

The Manuals provided to the Franchisee by the Franchisor are on loan to the Franchisee and will at all times remain the sole property of the Franchisor. The Franchisee will at all times keep the Manuals in a secure place on the Uno Restaurant premises, and will return the Manuals to the Franchisor immediately upon request or upon termination or expiration of this Agreement. The Manuals and all other written directives, manuals and materials issued by the Franchisor, including the Site Selection Handbook, will supplement this Agreement.

### **14.3 REVISIONS AND UPDATES TO THE MANUALS**

The Franchisor may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created for the operation of the Uno Restaurant. In the future, to continue to meet changing conditions of the marketplace, the Franchisee will keep the Manuals current and up-to-date and will comply with all revisions and updates published by the Franchisor at the Franchisee's expense. In the event of any dispute as to the contents of the Manuals, the terms of the master copies of the Manuals maintained by the Franchisor will control. The Franchisee will pay the Franchisor for all costs incurred by the Franchisor to replace any Manuals that are lost, damaged or destroyed by the Franchisee.

### **14.4 CONFIDENTIAL INFORMATION**

The Franchisee and the Principals will not: (a) at any time, communicate, divulge or use any Confidential Information (as defined in Article 26.4) for the benefit of any other person, partnership, entity, association or corporation, (b) following the expiration or termination of this Agreement, use any Confidential Information for their own or any other person's benefit, or (c) at any time, without the Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part, or otherwise make it available to any unauthorized person.

### **14.5 IMPROVEMENTS**

If the Franchisee or the Principals develop any new or revised concept, product, recipe, trademark, service mark, branding concept, process or improvement in or related to the operation or promotion of the Uno Restaurant or Business System (including, without limitation, computer software enhancements) ("Improvements"), then the Franchisee will promptly provide the Franchisor with a detailed summary of the Improvements. The Franchisee and the Principals acknowledge and agree that: (a) all Improvements made by the Franchisee are the property of the Franchisor; (b) the Franchisee will execute and deliver any documents or instruments required by the Franchisor to memorialize or evidence the Franchisor's ownership of the Improvements; (c) the Franchisor will have the right to incorporate any or all of the Improvements into the Business System and/or Proprietary Marks; and (d) the Franchisor will have the right to use and authorize its Affiliates, franchisees and developers to use any or all Improvements in the operations of any or all Uno Restaurants owned, operated or licensed by the Franchisor or its Affiliates without any compensation to the Franchisee.

## **ARTICLE 15** **NONCOMPETITION COVENANTS**

### **15.1 IN-TERM COVENANTS**

The Franchisee and the Principals will receive valuable training and Confidential Information which are beyond the present skills and experience of the Franchisee, the Principals, the General Manager, kitchen manager, and other designated Uno Restaurant personnel of the Franchisee. The Franchisee and the Principals acknowledge that the specialized training and Confidential Information will provide them with a competitive advantage and will be valuable to them in the operation of the Uno Restaurant, and that gaining access to the specialized training and Confidential Information is a primary reason why they are entering into this Agreement. During the Term, the Franchisee and the Principals will not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, entity or corporation: (a) divert, or attempt to divert, any business or customers of the Uno Restaurant to any "Competitive Business," as defined below, or do or perform any act that would be injurious or

prejudicial to the goodwill associated with the Proprietary Marks or the Business System; or (b) own, maintain, operate, engage in, or have any financial, stock or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any “Competitive Business” at any location within the United States or in any foreign jurisdiction where the Franchisor has registered or is seeking to register any of the Proprietary Marks. For purposes of this Agreement, a “Competitive Business” will mean: (i) any business that is of a character and concept similar to the Uno Restaurant; (ii) any casual dining restaurant business, as that market segment is defined by then-current industry standards; or (iii) any food service business or restaurant that offers Chicago-style deep dish pizza as a menu item or that offers any style of pizza as a primary menu item.

### **15.2 POST-TERM COVENANTS**

During the One-Year Time Period (as defined in Article 26.12), the Franchisee and the Principals will not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, entity or corporation: (a) divert, or attempt to divert, any business or customer of the Uno Restaurant to any competitor or do or perform any other act that would be injurious or prejudicial to the goodwill associated with the Proprietary Marks and the Business System; or (b) own, maintain, operate, engage in or have any financial, stock or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any Competitive Business which is located within the Assigned Area or within a ten mile radius of any Uno Restaurant, any Alternative Distribution Site or other food service facility operated or licensed by the Franchisor or its Affiliates that is in existence, under construction or under contract as of the beginning of the One-Year Time Period. The Franchisee and the Principals acknowledge that the restrictions set forth in this Article 15.2 are reasonable and necessary to protect the Franchisor against loss of goodwill, damage to the Proprietary Marks, unauthorized use of the Franchisor’s Confidential Information and Business System, and unfair competition, and these restrictions are enforceable in addition to the Franchisor’s right to damages pursuant to Article 19.7 or any other remedies the Franchisor may have pursuant to this Agreement and applicable law.

### **15.3 CONDITIONS**

The Franchisor agrees that the covenants contained in this Article will not prohibit ownership, by the Franchisee or the Principals in the aggregate, of up to 5% of the total number of outstanding shares of any corporation whose equity securities are publicly traded on any recognized stock exchange. The Franchisee and the Principals acknowledge and agree that each of the covenants contained in this Article are: (a) reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary for the Franchisor to protect the goodwill associated with the Proprietary Marks, the Business System and the other business interests of the Franchisor and the Franchisor’s franchisees, and (b) will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any covenant in this Article is held to be unreasonable or unenforceable in a final decision by any court, then the Franchisor, the Franchisee and the Principals will be bound by the terms and conditions of the lesser covenant provided for by the court. The Franchisor will have the unilateral right, in its sole discretion, to reduce the scope and limitation of any covenant contained in this Article by giving written notice to the Franchisee and the Principals. No claim that the Franchisee or any Principal may have against the Franchisor, whether or not arising from this Agreement, will constitute a defense to the enforcement by the Franchisor of the covenants in this Article.



#### **15.4 GENERAL MANAGER COVENANTS**

At the Franchisor's request, the Franchisee will require and obtain execution of covenants substantially in the form set forth in Exhibit C from its General Manager, kitchen manager, and other designated Uno Restaurant personnel of the Franchisee who have received or will have access to training from the Franchisor. The Franchisee will provide the Franchisor with executed copies of these covenants within 30 days after execution. At the Franchisor's option and in its sole discretion, the covenants will either: (a) be executed by the Franchisor, or (b) provide that the Franchisor is a third party beneficiary with the independent right to enforce the terms of the covenants. Notwithstanding the foregoing, the Franchisor reserves the right, in its sole discretion, to decrease the period of time or geographic scope of the noncompetition covenant set forth in Exhibit C.

#### **15.5 INJUNCTIVE RELIEF**

The Franchisee and the Principals acknowledge that a violation of the terms of this Article would result in irreparable injury to the Franchisor for which no adequate remedy at law may be available, including without limitation loss of goodwill, damage to the Proprietary Marks, unauthorized use of the Franchisor's Confidential Information and Business System, and unfair competition. Accordingly, the Franchisee and the Principals consent to the issuance of an injunction prohibiting any conduct by the Franchisee or the Principals in violation of the terms of this Article without the necessity of showing actual or threatened harm, likelihood of success on the merits of the claims and without being required to furnish a bond or post other security. The Franchisee and the Principals agree to pay all court costs and reasonable attorneys' fees incurred by the Franchisor in connection with the enforcement of this Article, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Article.

### **ARTICLE 16** **TRANSFER OF INTEREST**

#### **16.1 FRANCHISOR'S TRANSFER RIGHTS**

The Franchisor will have the absolute and unilateral right to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement to any person or legal entity. Specifically, but without limitation, the Franchisor will have the absolute right to: (a) sell its assets, the Proprietary Marks and/or the Business System to a third party, (b) offer to sell its capital stock or securities privately or publicly, (c) merge, spin-off, acquire other corporations or be acquired by another corporation or entity, or (d) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. The Franchisee expressly and specifically waives any claims, demands or damages against the Franchisor and any affiliated companies of the Franchisor arising from or related to the sale, assignment or transfer of the Proprietary Marks or the Business System from the Franchisor to any other party or any of the transactions set forth in this Article. Upon the consummation of any of the transactions set forth in this Article which result in this Agreement being transferred to a third party, then the third party transferee will be solely responsible for complying with all of the terms, conditions, obligations and duties contained in this Agreement. Nothing contained in this Agreement will require the Franchisor to offer any services or products, whether or not bearing the Proprietary Marks, to the Franchisee if the Franchisor assigns its rights in this Agreement.

## **16.2 FRANCHISEE'S TRANSFER RIGHTS**

The rights and duties set forth in this Agreement are personal to the Franchisee, and the Franchisor has entered into Agreement in reliance on the business skill, financial capacity and personal character of the Franchisee and the Principals. Accordingly, the Franchisee and the Principals will not have the right to effectuate any Transfer (as defined in Article 26.18) without the prior written consent of the Franchisor, and any Transfer without the Franchisor's prior written consent will be void.

## **16.3 CONDITIONS TO TRANSFER.**

If the Franchisee or any Principal wishes to cause or effectuate a Transfer, then the transferor and the proposed transferee will request the Franchisor's consent not later than 30 days prior to the anticipated closing date of the Transfer. As a condition to the Franchisor approving any Transfer request, the Franchisee (and, if applicable, the Principals) and the transferee agree that on or before the closing date of the Transfer they will comply with the following terms and conditions:

- (a) The Franchisee will pay the Franchisor and the Franchisor's Affiliates in full for all monetary obligations payable by the Franchisee under this Agreement and under any other agreements, and will provide the Franchisor with evidence satisfactory to the Franchisor of the Franchisee's ability to pay such monetary obligations on or before the closing date of the Transfer;
- (b) No Event of Default will exist under this Agreement, and the Franchisee will be in substantial compliance with all of the terms and conditions of any other agreement between the Franchisor and the Franchisee;
- (c) The Franchisee and the Principals will execute a general release, in a form satisfactory to the Franchisor, releasing the Franchisor and its officers, directors, shareholders, agents and employees, in their corporate and individual capacities, from any and all claims, including, without limitation claims arising under this Agreement, under any other agreement between the Franchisor and the Franchisee, and under any and all federal, state and local laws, rules and regulations;
- (d) The transferee will: (i) meet the financial, educational, managerial, business and credit standards required by the Franchisor, (ii) be of good moral character, (iii) possess the aptitude and business ability required to operate the Uno Restaurant, and (iv) have the capital required to operate the Uno Restaurant in compliance with the Standards and Specifications;
- (e) The transferee and the transferee's principals (if applicable) will (i) enter into a written agreement, in a form satisfactory to the Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement, and (ii) will execute all other agreements required by the Franchisor and the Franchisor's legal counsel necessary to properly document the transfer;
- (f) The Franchisee will pay the Franchisor a transfer fee equal to 50% of the then-current initial franchise fee being charged by the Franchisor;
- (g) The transferee has agreed, in writing, to renovate, modernize and upgrade ("Renovations") the Uno Restaurant to conform to the then-current Standards and Specifications of the

Business System, and to complete the Renovations within six months from the date of the Transfer;

- (h) The Franchisee will remain liable for all obligations to the Franchisor in connection with the Uno Restaurant incurred prior to the effective date of the Transfer and will execute any and all agreements and documents requested by the Franchisor to evidence that liability;
- (i) The transferee has agreed, in writing, that the transferee, the transferee's General Manager, the transferee's Operating Principal and any other applicable Uno Restaurant personnel, will complete all training programs required for new franchisees, at the transferee's expense, within the time specified by the Franchisor;
- (j) The transferee will not grant a security interest in the Uno Restaurant or in any of the Franchisee's assets without the Franchisor's prior written consent, which will not be unreasonably withheld. In connection therewith, the secured party will be required by the Franchisor to agree that in the event of any default by the Franchisee under any documents related to the security interest, the Franchisor will have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of the Franchisee; and
- (k) The Franchisee and the Principals acknowledge and agree that each of the above conditions is reasonable and necessary to assure the transferee's performance of the obligations under this Agreement.

#### **16.4 FRANCHISOR'S RIGHT OF FIRST REFUSAL**

If the Franchisee or a Principal wishes to cause or effectuate a Transfer pursuant to any bona fide offer received from a third party, then such proposed transferor will promptly notify the Franchisor in writing of the offer, and will provide the information and documentation relating to the offer as the Franchisor may require. The Franchisor will have the right and option, exercisable within 30 days after receipt of written notification and copies of all documentation requested by the Franchisor, to notify the transferor in writing that the Franchisor intends to acquire the transferor's interest on the same terms and conditions offered by the third party. Unless otherwise agreed to in writing, the closing on the Transfer to the Franchisor will take place within 90 days from the date the Franchisor receives and obtains all necessary permits and approvals to complete the Transfer as determined by the Franchisor. Any material change in the terms of any offer will constitute a new offer subject to the same rights and options of the Franchisor as in the case of an initial offer. Failure of the Franchisor to exercise the right of first refusal afforded by this Article will not constitute a waiver of any other provision of this Agreement with respect to a proposed Transfer, including all of the transfer requirements of Article 16.3.

#### **16.5 DEATH OR PERMANENT DISABILITY**

If the Franchisee is an individual, then in the event of the death or permanent disability of the Franchisee, this Agreement may be assigned, transferred or bequeathed by the Franchisee to any designated person or beneficiary without the payment of any transfer fee. However, the assignment of this Agreement to the transferee, assignee or beneficiary of the Franchisee will be subject to the applicable provisions of Article 16.3, and will not be valid or effective until the Franchisor has received the properly executed legal documents which its attorneys deem necessary to properly and legally document the transfer, assignment or bequest of this Agreement. The transferee, assignee or beneficiary must agree to be unconditionally bound by the terms and conditions of this Agreement and to personally guarantee the performance of the Franchisee's

obligations under this Agreement. Furthermore, the transferee, assignee or beneficiary must complete the initial training program as set forth in Article 13.5 of this Agreement. The training will be conducted at an approved training site designated by Franchisor. There will be no charge to the transferee, assignee or beneficiary for the initial training program, but the salary and expenses of the transferee, assignee or beneficiary will be paid by the transferee, assignee or beneficiary in accordance with Article 13.5 of this Agreement.

#### **16.6 ENFORCEMENT**

The Franchisor's consent to a Transfer of any interest described herein will not constitute a waiver of any claims which the Franchisor may have against the transferor, nor will it be deemed a waiver of the Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

#### **16.7 SALE OF INTERESTS TO PUBLIC**

Securities or partnership interests in the Franchisee may be offered to the public only with the prior written consent of the Franchisor. All materials required for an offering by federal or state law will be submitted to the Franchisor for a limited review as discussed below prior to being filed with any governmental agency, official or authority. Any materials to be used in any exempt offering will be submitted to the Franchisor for such review prior to their use. The offering by the Franchisee may not state or imply (by use of the Proprietary Marks or otherwise) that the Franchisor is participating in the underwriting, issuance or offering of securities by the Franchisee. The Franchisor's review of any offering materials will be solely for the purpose of determining that the Franchisee is complying with the terms of this Agreement. The Franchisor may, at its option, require the Franchisee's offering materials to contain a written statement prescribed by the Franchisor concerning the relationship between them. The Franchisee, its Principals and the other participants in the offering will fully indemnify the Franchisor and its officers, directors, shareholders, partners, agents, independent contractors and employees for any damages or liabilities they may incur in connection with the offering. The Franchisee will pay the Franchisor \$20,000 to reimburse the Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. The Franchisee will give the Franchisor 30 days prior written notice of any offering or other transaction covered by this Article.

#### **16.8 TRANSFERS BETWEEN PRINCIPALS**

The Franchisee and each of its Principals, as applicable, may cause or effectuate a Transfer of their respective interests in the Franchisee, by and amongst themselves, with the Franchisor's prior written consent. The Franchisor's consent may be conditioned upon compliance with any or all of the terms of this Article; provided, however, that a Transfer pursuant to this Article 16.8 will not be subject to the Franchisor's right of first refusal set forth in Article 16.4.

### **ARTICLE 17** **CONSENTS AND NONWAIVER**

#### **17.1 FRANCHISOR'S CONSENTS**

Whenever this Agreement requires the prior approval or consent of the Franchisor, the Franchisee will make a timely written request to the Franchisor, and such approval or consent will be obtained in writing. The Franchisor will not unreasonably withhold its consent, except as otherwise provided herein.

### **17.2 FRANCHISEE'S RELIANCE**

The Franchisor makes no warranties or guarantees upon which the Franchisee may rely, and assumes no liability or obligation to the Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to the Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

### **17.3 NO WAIVER**

No delay, waiver, omission or forbearance on the part of the Franchisor to exercise any right, option, duty or power arising out of any breach or default by the Franchisee or the Principals under this Agreement will constitute a waiver by the Franchisor to enforce any such right, option, duty or power against the Franchisee or the Principals, or as to a subsequent breach or default by the Franchisee or the Principals. The Franchisor's acceptance of any Payments due to it hereunder subsequent to the time at which such Payments are due will not be deemed to be a waiver by the Franchisor of any preceding breach by the Franchisee or the Principals of any terms, provisions, covenants or conditions of this Agreement. The Franchisor's receipt or acceptance of any reports, statements or Payments, or its cashing of any checks or processing of EFTs, will not preclude the Franchisor from contesting the accuracy of any Payment or report. If any inconsistencies or mistakes are discovered in any Payments or reports made by the Franchisee, then the Franchisee will immediately correct the error and make all Payments due to the Franchisor.

## **ARTICLE 18** **INDEPENDENT CONTRACTORS**

### **18.1 INDEPENDENT CONTRACTORS**

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that the Franchisee will be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, Affiliate, joint venturer, partner, employee, joint employer or servant of the other for any purpose. The Franchisee will at all times during the Term hold itself out to the public as an independent contractor conducting its Uno Restaurant operations pursuant to the rights granted by the Franchisor.

### **18.2 NO LIABILITY OF FRANCHISOR**

The Franchisee understands and agrees that nothing in this Agreement authorizes the Franchisee or any of the Principals to make any contract, agreement, warranty or representation on the Franchisor's behalf, or to incur any debt or other obligation in the Franchisor's name. The Franchisor will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act, error or omission of the Franchisee, any of the Principals, or any officer, director, agent, representative, independent contractor or employee of the Franchisee, or for any claim or judgment arising therefrom.

## **ARTICLE 19** **DEFAULT, REMEDIES AND TERMINATION**

### **19.1 OBLIGATIONS OF FRANCHISEE**

The Franchisee acknowledges and agrees that each of the Franchisee's obligations described in this Agreement is a material and essential obligation of the Franchisee; that nonperformance of any of such obligations will adversely and substantially affect the Franchisor and the Business System; and that the exercise by the Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

## **19.2 EVENTS OF DEFAULT; IMMEDIATE TERMINATION**

The Franchisee will be in default under this Agreement, and all of the rights granted to the Franchisee under this Agreement will automatically terminate without notice to the Franchisee upon the following Events of Default: (a) the Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; (b) the Franchisee files a voluntary petition under any bankruptcy law or under any similar law or statute, or admits in writing its inability to pay its debts when due; (c) the Franchisee is adjudicated bankrupt or insolvent in proceedings filed against the Franchisee under any bankruptcy laws or under any similar law or statute; or if a bill in equity or other proceeding for the appointment of a receiver of the Franchisee or other custodian for the Franchisee's business or assets is filed and consented to by the Franchisee, or if a receiver or other custodian (permanent or temporary) of the Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (d) proceedings for a composition with creditors are instituted by or against the Franchisee; (e) a final judgment against the Franchisee remains unsatisfied or of record for 30 days or longer (unless an appeal bond is filed); (f) the Franchisee is dissolved; (g) execution is levied against the Franchisee's business or property; (h) suit to foreclose any lien or mortgage against the Uno Restaurant premises or equipment is instituted against the Franchisee and not dismissed within 30 days; (i) the real or personal property of the Franchisee's Uno Restaurant is sold after levy thereupon by any sheriff, marshal, constable or other government official; (j) the Franchisee or any Principal attempts to effectuate any Transfer without the Franchisor's prior written consent; (k) the Franchisee ceases to operate the Uno Restaurant for a period of more than three consecutive days in the absence of an event of Force Majeure; or (l) the Franchisor gives the Franchisee notice of default pursuant to Article 19.3 and Article 19.4 three or more times during any period of 12 consecutive months.

## **19.3 EVENTS OF DEFAULT; TERMINATION ON NOTICE**

The Franchisee will be in material default of this Agreement, and the Franchisor will have the absolute right to terminate this Agreement subject only to any opportunity to cure the default provided below, by giving written notice to the Franchisee, upon the occurrence of any of the following Events of Default: (a) the Franchisee fails, refuses or neglects promptly to pay any monies owing to the Franchisor, any Affiliate of the Franchisor or any vendor or supplier, when due under this Agreement or any other agreement, or to submit the financial or other information required by the Franchisor under this Agreement; (b) the Franchisee operates the Uno Restaurant or sells any products or services under any of the Proprietary Marks at a location which has not been consented to by the Franchisor; (c) the Franchisee fails to acquire a site for the Uno Restaurant within the time and in the manner specified in this Agreement; (d) the Franchisee fails to construct or remodel the Uno Restaurant in accordance with the plans and specifications provided to the Franchisee under this Agreement within the time and in the manner specified in this Agreement; (e) the Franchisee fails to open the Uno Restaurant for business on the Opening Date or otherwise fails to comply with the terms or requirements of ARTICLE 3 within the time and in the manner specified in ARTICLE 3; (f) the Franchisee at any time ceases to operate or otherwise abandons the Uno Restaurant, loses the right to possession of the premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Uno Restaurant is located; provided, however, that this provision will not apply in cases of Force Majeure (as defined in Article 26.7) where the premises are damaged or destroyed by an event of Force Majeure and the Franchisee fully complies with the requirements of this Agreement; (g) the Franchisee or any of the Principals is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude or any other crime or offense that the Franchisor believes will have an adverse effect on the Business

System or the Proprietary Marks; (h) a threat or danger to public health or safety results from the construction, maintenance or operation of the Uno Restaurant; (i) the Franchisee or any of the Principals discloses or divulges any Confidential Information to any third party; (j) the Franchisee maintains false books or records or submits any false reports to the Franchisor; (k) the Franchisee misuses or makes any unauthorized use of the Proprietary Marks or otherwise materially impairs the goodwill associated with the Proprietary Mark; (l) the Franchisee fails to correct operating deficiencies or noncompliance with the Standards and Specifications identified in any QSC or other written deficiency notice from the Franchisor within 30 days of the Franchisee's receipt of the QSC report or written deficiency notice from the Franchisor; (m) the Franchisee or any Affiliate of the Franchisee breaches any franchise or other agreement (excluding any development agreement), between the Franchisor or any affiliate of the Franchisor and the Franchisee or any Affiliate of the Franchisee and does not cure such default within any required cure period; or (n) the Franchisee fails in any respect to comply with any material term, condition or covenant of, or breaches any representation or warranty contained in, this Agreement.

#### **19.4 NOTICE OF BREACH; OPPORTUNITY TO CURE**

Except as provided for in Article 19.2 of this Agreement, the Franchisor will not have the right to terminate this Agreement until written notice setting forth the Event(s) of Default has been given to the Franchisee by the Franchisor and after receiving the written notice from the Franchisor, the Franchisee fails to correct or cure the Event(s) of Default within the time specified by applicable law. If applicable law does not specify a time period to correct or cure the Event(s) of Default, then the Franchisee will have 30 days after receipt of the written notice to cure or correct the Event(s) of Default, except where the written notice states that the Event(s) of Default relate to the delinquent payment of any fees or other monies payable to the Franchisor and/or its Affiliates under this Agreement, in which case the Franchisee will have ten days after receipt of the written notice to correct or cure the Event(s) of Default by making full payment (together with interest as provided for in this Agreement) to the Franchisor and/or its Affiliates.

#### **19.5 NOTICE OF TERMINATION**

Except as provided in Article 19.2, if the Franchisor has complied with the provisions of Article 19.4 and the Franchisee has not corrected the alleged breach set forth in the written notice within the applicable time period specified in this Agreement, then the Franchisor will have the absolute right to terminate this Agreement by giving the Franchisee written notice stating to the Franchisee that this Agreement is terminated and in that event, the effective date of termination of this Agreement will be the day the written notice of termination is received by the Franchisee.

#### **19.6 RIGHTS CUMULATIVE**

All rights and remedies of the parties to this Agreement will be cumulative to, and not alternative to or exclusive of, any other rights or remedies which are provided for herein or which may be available at law or in equity. The rights and remedies of the parties to this Agreement will be continuing and will not be exhausted by any one or more uses thereof, and may be exercised at any time as often as may be expedient, and any option or election to enforce any such right or remedy may be exercised or taken at any time. The expiration, earlier termination or exercise of the Franchisor's rights pursuant to Article 16.4 of this Agreement will not discharge or release the Franchisee or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

### **19.7 DAMAGES; ATTORNEYS' FEES**

If the Franchisee terminates this Agreement prior to the end of the Term, or if the Franchisor terminates this Agreement prior to the end of the Term as a result of a breach of this Agreement by the Franchisee, then the Franchisee and the Principals will promptly pay to the Franchisor a lump sum payment (as damages and not as a penalty), for the Franchisor's lost future revenue resulting from the Franchisee's breach or termination, in an amount equal to: (a) the total amount of Royalty Fees payable by the Franchisee over the 12 month period preceding termination (or the date of closure of the Restaurant if such date precedes the date of termination; (b) divided by 12; and (c) multiplied by the lesser of (i) 60, or (ii) the number of months remaining in the Term as of the date of termination. The Franchisee acknowledges that a precise calculation of the full extent of damages the Franchisor will incur as a result of the Franchisee's default and termination of this Agreement will be difficult to determine, and the parties agree that this lump sum payment is reasonable in light of the damages the Franchisor will incur from the premature termination of this Agreement. This lump sum payment is in lieu of damages for the Franchisor's lost revenue resulting from the Franchisee's default and termination of this Agreement. In addition to the lump sum payment, the Franchisee and the Principals will pay to the Franchisor all unpaid Royalty Fees and other amounts due and owing to the Franchisor as of the date of termination, as well as all costs and expenses, including interest and reasonable attorneys' fees, incurred by the Franchisor in connection with obtaining any remedy available to the Franchisor for any violation of this Agreement and subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement. If the Franchisee files a bankruptcy petition or is adjudicated bankrupt or insolvent in proceedings filed under any bankruptcy laws, and if the Franchisor incurs any damages, costs or expenses as a result of such bankruptcy proceedings in seeking to enforce the terms of this Agreement, in seeking to compel compliance with, assumption and/or rejection of this Agreement, or in seeking payment of any sums due pursuant to this Agreement, then the amount of such damages, costs or expenses incurred or paid by the Franchisor will be awarded to the Franchisor by the bankruptcy court and will be immediately due and payable to the Franchisor by the Franchisee as debtor or the trustee in bankruptcy, as the case may be, in accordance with the terms of the bankruptcy court order.

### **19.8 FRANCHISOR'S RIGHT TO CEASE DELIVERY UPON DEFAULT**

Upon the occurrence of an Event of Default, the Franchisor and its Affiliates will have the right to stop providing or selling any goods or services to the Franchisee until the Franchisee has cured the Event of Default, and/or the right to require the Franchisee to pay C.O.D. or by certified check for any goods or services requested by the Franchisee from the Franchisor or an Affiliate. The Franchisor's exercise of its rights under this Article will not be deemed a constructive termination of this Agreement or change in the Franchisee's competitive circumstances, and the Franchisee will not be relieved of any obligation under this Agreement as a result of the Franchisor's actions.

### **19.9 NO EQUITY UPON TERMINATION**

The Franchisee's rights regarding the franchise granted pursuant to this Agreement will be controlled by this Agreement. The Franchisee will have no equity or other continuing interest in the franchise rights, any goodwill associated with the Restaurant or the Proprietary Marks, or any right to compensation or refund, upon the expiration or termination of this Agreement.



**ARTICLE 20**  
**POST-TERM OBLIGATIONS**

**20.1 OBLIGATIONS UPON TERMINATION**

Upon termination or expiration of this Agreement, all rights granted to the Franchisee will terminate in all respects and the Franchisee will:

- (a) immediately cease to operate the Uno Restaurant under this Agreement;
- (b) immediately and permanently cease to use, in any manner whatsoever, (i) any and all Confidential Information, confidential methods, computer software, menus, menu items, procedures and/or techniques associated with the Business System, (ii) any and all of the Proprietary Marks and distinctive forms, slogans, signs, symbols and devices associated with the Business System, and (iii) all signs, advertising materials, displays, stationery, forms and any other materials which display any of the Proprietary Marks;
- (c) immediately take all action directed by the Franchisor to cancel any assumed name or equivalent registration which contains any of the Proprietary Marks;
- (d) not use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks in connection with any business, which is likely to cause confusion, mistake or deception, or which is likely to dilute the Franchisor's rights in and to the Proprietary Marks, and will not utilize any designation of origin or description or representation which falsely suggests or represents a past or present association or connection with the Franchisor;
- (e) pay all sums owing to the Franchisor and any Affiliates of the Franchisor under this Agreement or any other agreement within five business days of the date of termination;
- (f) at its cost, immediately deliver to the Franchisor all Confidential Information and all agreements, invoices and all other materials relating to the operation of the Uno Restaurant that are in the Franchisee's possession or control (all of which are acknowledged to be the Franchisor's property);
- (g) comply in all respects with the non-competition covenants and the restrictions on Confidential Information contained in ARTICLE 14 and ARTICLE 15 of this Agreement; and
- (h) at its cost, immediately deliver to the Franchisor all advertising and sales promotion materials bearing the Proprietary Marks or any of the Franchisor's distinctive markings, designs, labels or other marks and will cease to use any of the Proprietary Marks on any Internet web site.

**20.2 RIGHT TO ACQUIRE LEASES**

If the Franchisee leases the Uno Restaurant premises from a third party or leases any equipment used in the operation of the Uno Restaurant, then the Franchisee will, at the Franchisor's option, assign to the Franchisor all rights and interest which the Franchisee has in any lease for the premises of the Uno Restaurant or any equipment. The Franchisor will have the right to exercise this option within 30 days after either termination or expiration of this Agreement. If the Franchisor assumes any lease under this Article, then the Franchisee will pay, remove or satisfy any liens or other encumbrances on the Franchisee's leasehold interest and will pay in full all amounts due the lessor under the lease existing at or prior to such assumption, including any liens or amounts existing prior to the Franchisor's assumption. The Franchisor will not be liable for any

obligations incurred by the Franchisee prior to the date of assumption of the lease by the Franchisor. By exercising its right to assume the lease, the Franchisor will not be deemed to have waived any rights under this Article. In the event the Franchisor does not elect to exercise its option to acquire the lease for the Uno Restaurant premises, the Franchisee will make all modifications and alterations to the Uno Restaurant premises that are necessary to distinguish the appearance of the premises from that of other Uno Restaurants operating under the Business System and will make all changes required by the Franchisor. If the Franchisee fails or refuses to comply with the requirements of this Article, then the Franchisor will have the right to enter upon the premises, without being guilty of trespass or any other crime or tort, and make the changes required, at the expense of the Franchisee. The Franchisee will pay, upon demand, all costs incurred by the Franchisor to modify and alter the premises pursuant to this Article.

### **20.3 RIGHT TO ACQUIRE ASSETS**

The Franchisor will have the option, to be exercised within 30 days after termination or expiration of this Agreement, to purchase from the Franchisee any or all of the furnishings, fixtures, equipment, signs, motor vehicles, supplies, inventory, alcoholic beverage and food service licenses to the extent transferable, and other assets (“Assets”) of the Franchisee related to the operation of the Uno Restaurant, at their then current fair market value. If the parties cannot agree on the fair market value of the Assets within ten days of the Franchisor’s exercise of its option, then the fair market value of the Assets will be determined by two appraisers, with each party selecting one appraiser, and the average of their valuations will be the fair market value. The parties will appoint their respective appraisers within 14 days of the day the Franchisor exercises its option and each party will provide the name, address and telephone numbers of their appraiser to the other party in writing by fax and/or e-mail no later than 5:00 p.m. Eastern Standard time on the 14th day. If either party fails to appoint an appraiser within the time provided herein, then the fair market value of the Assets will be determined by the remaining appraiser and, in that event, the parties will be bound by the appraiser’s fair market valuation of the Assets and the parties will each pay one-half of the appraiser’s fees and other costs. In the event of an appraisal, each party will pay its own legal fees, appraisal fees and other costs except as provided for above. If the Franchisor elects to exercise its option to purchase the Assets, it will have the right to set off all amounts due from the Franchisee against the purchase price. If any Asset purchased by the Franchisor pursuant to this Article is subject to a security interest or other lien, then the amount of such interest or lien will be paid in full and deducted from any funds payable to the Franchisee.

### **20.4 RIGHT TO PURCHASE UNO RESTAURANT PREMISES**

In addition to the rights described above, if the Franchisee owns the Uno Restaurant premises, then the Franchisor will have the option, to be exercised within 30 days after termination or expiration of this Agreement, to purchase the Uno Restaurant premises, including any building and fixtures, for the fair market value of the land and building. If the Franchisee does not own the land on which the Uno Restaurant is operated and the Franchisor exercises its option for an assignment of the lease, the Franchisor may exercise this option for the purpose of purchasing the building if it is owned by the Franchisee. If the parties cannot agree on the fair market value of the Uno Restaurant premises within 30 days of the Franchisor’s exercise of its option, then the fair market value will be determined in accordance with appraisal procedures described in Article 20.3.

### **20.5 DOCUMENTATION**

- (a) With respect to the options described in this Article, the Franchisee will deliver to the Franchisor, in a form satisfactory to the Franchisor, the warranties, deeds, releases of lien,

bills of sale, assignments, consents, and such other documents deemed necessary by the Franchisor to perfect the Franchisor's title and possession in and to the Assets and/or real estate being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, the Franchisee has not obtained all required documents, the Franchisor may, in its sole discretion, place the purchase price or rent in escrow until all required certificates or documents are received from the Franchisee.

- (b) The closing date for the purchase of the Assets and Real Estate described in this Article will be 60 days after the purchase price is determined by the parties or the determination of the appraisers, or the date the Franchisor receives and obtains all necessary permits and approvals, whichever is later. The closing date for the assignment of the lease described in this Article will be ten days after the Franchisor's exercise of its option thereunder unless the Franchisor is also exercising other options under this Article in which case the closing date will be as set forth therein. The closing for all transactions under this Article will take place at the Franchisor's corporate offices or at such other location as the parties may agree. If the Franchisor exercises its options under this Article, the Franchisee must, promptly upon request, execute and deliver any documents or instruments reasonably necessary for the transfer of the Assets to the Franchisor and to effectuate the purposes of this Article.

## **20.6 TELEPHONE NUMBERS**

The Franchisee, at the option of the Franchisor, will assign to the Franchisor all rights to the telephone numbers of the Uno Restaurant and the Franchisee and will, at all times, execute the documents required by the Franchisor and any telephone company to transfer those telephone numbers to the Franchisor. Notwithstanding any documents that may have been executed by the Franchisor under this Agreement, the Franchisee hereby appoints the Franchisor as its true and lawful agent and attorney-in-fact with full power and authority for the sole purpose of taking such action as is necessary to complete the assignment of the Franchisee's and the Uno Restaurant's telephone numbers to the Franchisor or its designee. This power of attorney will survive the expiration or termination of this Agreement. The Franchisee will use different telephone numbers at or in connection with any subsequent business conducted by the Franchisee.

## **ARTICLE 21** **INDEMNIFICATION**

### **21.1 INDEMNIFICATION BY FRANCHISEE AND PRINCIPALS**

The Franchisee and each of the Principals will, at all times, defend with counsel of the Franchisor's choosing, indemnify and hold harmless to the fullest extent permitted by law, the Franchisor, its officers and directors, its Affiliates, and its Affiliates' officers and directors from all Losses and Expenses (as defined in Article 26.11) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) that arises out of, relates to or is based upon any of the following: (a) the infringement, alleged infringement or any other violation or alleged violation by the Franchisee or any of the Principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; (b) the violation, breach or asserted violation or breach by the Franchisee or any of the Principals of any federal, state or local law, rule or regulation; (c) libel, slander or any other form of defamation of the Franchisor, the Business System or any developer or franchisee operating under the Business System, by the Franchisee or the Principals; (d) the violation or breach by the Franchisee or by any of the Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement

between the Franchisee and the Franchisor; (e) the Franchisee's failure to obtain the covenants required by Article 15.4 hereof or, if obtained, the breach of such covenants; and (f) any acts, errors or omissions of the Franchisee, any of the Principals, or any officer, director, shareholder, partner, agent, representative, independent contractor or employee of the Franchisee in connection with the establishment or operation of the Uno Restaurant or the operation of any motor vehicle.

### **21.2 NOTICE OF CLAIMS AND ACTIONS**

The Franchisee will give the Franchisor immediate notice of any action, suit, proceeding, claim, demand, inquiry or investigation brought against the Franchisee or the Uno Restaurant. The Franchisor may, at its option, designate counsel of its own choosing, at the Franchisee's expense, with respect to the defense and/or settlement of such action, suit, proceeding, claim, demand, inquiry or investigation brought against the Franchisee or the Uno Restaurant. This undertaking by the Franchisor will not diminish or effect the Franchisee's and the Principals' indemnification obligations under this Article.

### **21.3 SETTLEMENTS**

In order to protect persons or property, its reputation or goodwill, or the reputation or goodwill of others, the Franchisor may, at any time and without notice to the Franchisee or the Principals, in its sole judgment and discretion, consent or agree to settlements or take other remedial or corrective action as it deems expedient with respect to any action, suit, proceeding, claim, demand, inquiry or investigation if, in the Franchisor's sole judgment, there are reasonable grounds to believe that the settlement is in the best interests of all parties.

### **21.4 LOSSES AND EXPENSES**

All Losses and Expenses incurred under this Article will be chargeable to and paid by the Franchisee or the Principals pursuant to their obligations of indemnity under this Article, regardless of any settlement, actions, activity or defense undertaken by the Franchisor or the subsequent success or failure of any settlements, actions, activity or defense.

### **21.5 LITIGATION**

Under no circumstances will the Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim against the Franchisee or any of the Principals. The Franchisee and the Principals agree that the failure to pursue such recovery or mitigate loss will not reduce the amounts recoverable from the Franchisee or any of the Principals by the Franchisor. The Franchisee and the Principals expressly agree that the terms of this Article will survive the termination, expiration or transfer of this Agreement or any interest herein.

## **ARTICLE 22** **VENUE AND JURISDICTION**

### **22.1 VENUE AND JURISDICTION**

All litigation, court proceedings, lawsuits, court hearings and other hearings initiated by the Franchisor, the Franchisee and the Principals must and will be venued exclusively in the Federal District Court of Massachusetts or the appropriate Massachusetts state court in Suffolk County, Massachusetts. All non-judicial proceedings, such as mediation if agreed to by the parties, shall be heard in Boston, Massachusetts. The Franchisor, the Franchisee and the Principals and their respective officers, directors and shareholders do hereby agree and submit to personal jurisdiction in the State of Massachusetts for the purposes of any suit, proceeding or hearing brought to enforce or construe the terms of this Agreement or to resolve any dispute or controversy arising under, as

a result of or in connection with this Agreement, the Site or the Franchisee's Uno Restaurant, and do hereby agree and stipulate that any such suits, proceedings and hearings will be exclusively venued and held in Massachusetts. The Franchisor, the Franchisee and the Principals and their respective officers, directors and shareholders waive any rights to contest such venue and jurisdiction and any claims that such venue and jurisdiction are invalid and agree that service of process may be made upon any of them by any means permitted under Massachusetts law or federal law. Notwithstanding the foregoing, the Franchisor will have the right to commence an action against the Franchisee and/or the Principals in any court of competent jurisdiction for any actions against the Franchisee (a) for monies owed, (b) for injunctive relief or other extraordinary relief, and (c) for any claim relating to the Uno Restaurant premises.

#### **22.2 ACTIONS OCCURRING IN MASSACHUSETTS**

The Franchisee, the Principals and the Franchisor acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Norwood, Massachusetts, and further acknowledge that the performance of certain obligations of the Franchisee arising under this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of the Franchisor, will occur in Norwood, Massachusetts.

#### **22.3 WAIVER OF CERTAIN DAMAGE CLAIMS**

The Franchisee and the Principals hereby waive, to the fullest extent permitted by law, any right to or claim of any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against the Franchisor and its respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of any dispute, the Franchisee will be limited to the recovery of any actual damages sustained by it.

#### **22.4 LIMITATION OF ACTIONS**

If the Franchisee fails to give written notice to the Franchisor of any alleged breach within 12 months from the first day that the alleged breach of this Agreement by the Franchisor actually occurred, including any breach of this Agreement by the Franchisor based upon any state law, federal law or common law, then the alleged breach by the Franchisor will be deemed to be waived by the Franchisee, the alleged breach by the Franchisor will not be deemed to be a breach of this Agreement by the Franchisor, and the Franchisee will be absolutely barred from commencing any action against the Franchisor or from recovering any damages from the Franchisor for that specific alleged breach of this Agreement.

### **ARTICLE 23** **NOTICES**

Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered, sent by pre-paid certified or registered mail, return receipt requested, or delivered by other means that affords the sender evidence of delivery or rejected delivery, to the parties at the following addresses until a different address is designated by written notice to the other parties:

Notices to the Franchisor: Pizzeria Uno Corporation  
44 Industrial Way  
Norwood, Massachusetts 02062  
Attention: General Counsel  
Email: [gherz@unos.com](mailto:gherz@unos.com)

Notices to the Franchisee  
and the Principals:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

For the purpose of this Agreement, personal service will include delivery of the written notice by a recognized overnight delivery service (UPS, Federal Express or Airborne Express) which requires a written receipt of delivery from the addressee. Any notice delivered in the manner specified herein will be deemed delivered and received, regardless of whether the notice is signed for by the recipient, if addressed to the recipient at the address set forth above or the last designated or last known address of the recipient, and will be deemed effective upon written receipt of delivery to the recipient or three business days after being mailed.

**ARTICLE 24**  
**FORCE MAJEURE**

**24.1 NOTICE; RESUMPTION OF OPERATION**

Upon the occurrence of any event of Force Majeure after the opening of the Uno Restaurant, the party affected thereby will give prompt notice thereof to the other parties, together with a description of the event and the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby. Without limiting the foregoing, if following an event of Force Majeure which has caused substantial damage to the Uno Restaurant such that the Franchisee cannot reasonably continue to operate, the Franchisee will apply, within 30 days after the event of Force Majeure, for the Franchisor's consent to relocate or reconstruct the premises (which consent will not be unreasonably withheld) including a plan for resuming operation under this Agreement and a reopening date. After obtaining the Franchisor's consent to its plan for resuming operation or for relocation or reconstruction, the Franchisee will promptly undertake and pursue with due diligence such plan. In no event will the occurrence of an event of Force Majeure extend the Term. In the event of a partial closure of the Uno Restaurant, the Franchisee will make all Payments required pursuant to this Agreement based on Gross Sales generated during the partial closure.

**24.2 RE-OPENING EXPENSES**

The Franchisee will pay all travel, salary, lodging and meal expenses incurred by the Franchisor or its designee associated with the "reopening" of the Uno Restaurant. The Franchisee will continue to pay the Franchisor all amounts due under the terms of this Agreement prior to the occurrence of any Force Majeure event.

**ARTICLE 25**  
**SEVERABILITY AND CONSTRUCTION**

**25.1 SEVERABILITY**

Except as expressly provided to the contrary herein, each portion, Article, part, term and provision of this Agreement will be considered severable; and if, for any reason, any portion, Article, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this will not impair the operation of, or have any other effect upon, the other portions, Articles, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties; the invalid portions, Articles, parts, terms or provisions will be deemed not to be part of this Agreement; and there will be automatically added such portion, Article, part, term or provision as similar as possible to that which was severed which will be valid and not contrary to or in conflict with any law or regulation. Notwithstanding the above, and in addition to ARTICLE 10 and ARTICLE 15 of this Agreement, if any of the provisions of this Agreement concerning the protection of the Franchisor's Proprietary Marks is determined in any manner to be null, void or unenforceable under this Agreement, the Franchisor may terminate this Agreement immediately upon notice to the Franchisee.

**25.2 CAPTIONS**

The captions used in connection with the Articles and sub-Articles of this Agreement are inserted only for purpose of reference. The captions will not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect.

**25.3 BUSINESS JUDGMENT**

The Franchisee, the Principals and the Franchisor acknowledge that various provisions of this Agreement specify certain matters that are within the discretion or judgment of the Franchisor or are otherwise to be determined unilaterally by the Franchisor. If the exercise of the Franchisor's discretion or judgment as to any such matter is subsequently challenged, the parties to this Agreement expressly direct the trier of fact that the Franchisor's reliance on a business reason in the exercise of its discretion or judgment is to be viewed as a reasonable and proper exercise of such discretion or judgment, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

**25.4 ENTIRE AGREEMENT**

This Agreement, the documents referred to herein, and the Exhibits hereto, constitute the entire, full and complete agreement between the Franchisor and the Franchisee and the Principals concerning the subject matter hereof and will supersede all prior related agreements between the Franchisor and the Franchisee and the Principals. Except for those permitted to be made unilaterally by the Franchisor hereunder, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by the Franchisor in the Franchise Disclosure Document.

## **25.5 GOVERNING LAW**

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement and the relationship between the Franchisor and the Franchisee will be governed by the laws of the state of Massachusetts.

## **ARTICLE 26** **DEFINITIONS**

For the purposes of this Agreement, the following terms will have the meanings set forth below:

### **26.1 AFFILIATE(S)**

“Affiliate” means any entity that is, directly or indirectly, controlled by, controlling or under common control with a referenced person or entity.

### **26.2 ALTERNATIVE DISTRIBUTION SITE**

“Alternative Distribution Site” will include any of the following: (a) any permanent, temporary or seasonal food service facility that provides a limited number or representative sample of the products and services normally offered by, and is located in smaller facilities than, an Uno Restaurant, including, without limitation, food court operations, kiosks, co-branded, licensed or other branded food service or entertainment locations, multi-brand facilities, quick service or fast casual food service facilities, food service sites at mass gathering locations (for example athletic stadiums, amusement parks and theme parks), Uno Due Go® Restaurants, Uno Express® locations, and “Takery” locations, and Uno® branded or non-branded delivery-only kitchen locations; (b) food service sites located within airports, airlines, train stations, bus terminals, highway rest areas and other transportation centers and distribution points; (c) in-room hotel dining or theater concessions; (d) grocery stores, convenience stores, warehouse stores, club stores and other non-restaurant retail locations; and (e) institutional food service sites, including without limitation in-flight meals, school cafeterias and food service sites on or in hospitals, colleges, universities and military bases.

### **26.3 BUSINESS SYSTEM**

“Business System” means the Franchisor’s distinctive business system, standards, specifications, and requirements relating to the establishment and operation of casual theme restaurants featuring “Chicago Style” deep dish pizza and other products identified by the Proprietary Marks.

### **26.4 CONFIDENTIAL INFORMATION**

“Confidential Information” means any and all information, knowledge, know-how, methods, trade secrets, techniques and materials used in or related to the Uno Restaurants or the Business System which the Franchisor may provide to the Franchisee in connection with this Agreement including, but not limited to, the Manuals, plans and specifications, marketing information and strategies, site evaluation and selection information and techniques, recipes and other information communicated in writing and through other means, including without limitation electronic or digital media (e.g., CD Rom, Internet, computer disk or video and audio tape).

### **26.5 EFT**

“EFT” will mean the process relating to the electronic transfer of Payments directly from the Franchisee’s bank account to the Franchisor’s bank account.

### **26.6 EVENT OF DEFAULT**

“Event of Default” means any violation or breach by the Franchisee or any of the Principals of any warranty, representation, agreement or obligation described in this Agreement, any amendment



hereof or successor hereto or any other agreement between the Franchisee or its Affiliates and the Franchisor or its Affiliates. Events of Default include, but are not limited to, those described in Article 19.2 and Article 19.3.

**26.7 FORCE MAJEURE**

“Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, fire or other natural catastrophe or other forces beyond the Franchisee’s control.

**26.8 FORMER EMPLOYER**

“Former Employer” means the Franchisor, its Affiliates, another franchisee of the Franchisor, or the Franchisee which, at the time or in the previous 12 months, employed an individual in a restaurant managerial position, a multi-unit supervisory position, headquarters staff position (e.g., officer or director level personnel, management information systems personnel or human resources personnel), or key hourly employee position (e.g. trainers, training team members and opening team members) who was subsequently hired by the Franchisee or a Principal.

**26.9 GENERAL MANAGER**

“General Manager” means an individual who may, but need not be, one of the Principals, designated and retained by the Franchisee for the operation and management of the Uno Restaurant.

**26.10 GROSS SALES**

“Gross Sales” means the total selling price of all services and products and all income of every other kind and nature related to the Uno Restaurant (including, without limitation, income related to catering, delivery and any other sales of food products or food preparation services provided from or related to the Uno Restaurant), whether for cash or credit and regardless of collection in the case of credit. Under no circumstances will the Franchisee’s expenses, including third party delivery expenses, be deducted from Gross Sales. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the electronic cash register system or point-of-sale system and any cash shortage will not be considered in the determination of Gross Sales. The following will not be included in the Franchisee’s Gross Sales:

- (a) receipts from the operation of any public telephone installed in the Uno Restaurant, sales from vending or gaming machines located at the Uno Restaurant, except for any amount representing the Franchisee’s share of such revenues;
- (b) sums representing sales taxes collected directly from customers by the Franchisee in the operation of the Uno Restaurant, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against the Franchisee by any federal, state, municipal or local authority, based on sales of specific merchandise sold at or from the Uno Restaurant, provided that such taxes are actually transmitted to the appropriate taxing authority, and provided further that no exclusion from Gross Sales will be made for any Taxes as defined in Article 26.17;
- (c) tips, gratuities or service charges if paid directly by Uno Restaurant customers to employees of the Franchisee, or if paid to the Franchisee and promptly turned over to such employees by the Franchisee in lieu of direct tips or gratuities;
- (d) the exchange of merchandise among the Franchisee’s Uno Restaurants, if more than one Uno Restaurant is operated by the Franchisee, where such exchanges are made solely for the convenient operation of the Franchisee’s business;

- (e) returns to shippers or manufacturers;
- (f) proceeds from isolated sales of trade fixtures not constituting any part of the Franchisee's products and services offered for resale at the Uno Restaurant nor having any material effect upon the ongoing operation of the Uno Restaurant required under this Agreement;
- (g) the value of (i) any meal discount furnished to the Franchisee's employees as incident to their employment, and (ii) any complimentary and promotional food dispensed from the Uno Restaurant to the extent dispensed in accordance with the Franchisor's standards for such programs, as set forth in the Manuals or otherwise in writing; and
- (h) proceeds from the sale of coupons, gift certificates or vouchers issued by the Franchisor, provided however that the full value of such coupons, gift certificates or vouchers once redeemed for payment from the Franchisor will be included in the Franchisee's Gross Sales for the week in which they are redeemed for payment from the Franchisor. If the Franchisee issues any coupons, gift certificates or vouchers, the full value of all proceeds from the sale of those coupons, gift certificates or vouchers will be included in Gross Sales for the week in which such coupon, gift certificate or voucher is sold, and the Franchisee will receive a credit to Gross Sales for the value of that coupon, gift certificate or voucher for the week in which such is redeemed.

#### **26.11 LOSSES AND EXPENSES**

"Losses and Expenses" include, without limitation, all damages, losses, compensatory, exemplary, incidental, consequential or punitive damages, fines, charges, costs, expenses, lost profits, legal fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor's reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

#### **26.12 ONE-YEAR TIME PERIOD**

"One-Year Time Period" will mean, with respect to the Franchisee, one year commencing upon the date of expiration, termination (regardless of the cause for termination) or Transfer of this Agreement; or, with respect to the Principals, one year commencing upon the earlier of: (i) the expiration, termination of or Transfer of this Agreement, or (ii) the time such individual or entity ceases to satisfy the definition of a Principal under this Agreement. The One-Year Time Period will not begin to run until the person or entity is in compliance with its obligations under this Agreement, and will be tolled during any intervening period of non-compliance.

#### **26.13 OPERATING PRINCIPAL**

"Operating Principal" is the individual Principal designated by the Franchisee to serve as the Operating Principal of the Franchisee in accordance and compliance with Article 13.3 and any replacement, who the Franchisee acknowledges and agrees will act as the Franchisee's representative, and will have the authority to act on behalf of the Franchisee during the Term. The initial Operating Principal will be a signatory to this Agreement and will be designated in the Principals' signature block.

#### **26.14 PAYMENT**

“Payment” will mean the Franchisee’s payment of or obligation to pay Royalty Fees, Business Co-op Fees, System Wide Marketing and Media Fund fees, Technology Fees, or any other amounts to be paid to the Franchisor pursuant to the terms of this Agreement.

#### **26.15 THE FRANCHISEE’S PRINCIPALS**

“Principals” include, collectively and individually, the Franchisee’s spouse (if the Franchisee is an individual), all officers and directors (including the officers and directors of any general partner or corporate shareholder) and all holders of a 5% or greater ownership interest (whether of stock in a corporation, partnership interest in a partnership or membership interest in a limited liability company) in the Franchisee and in any entity directly or indirectly controlling the Franchisee or its Affiliates. The initial Principals of the Franchisee will sign this Agreement as indicated below the signature of the Franchisee.

#### **26.16 PROPRIETARY MARKS**

“Proprietary Marks” include the trade names, service marks, trademarks, emblems, trade dress, logos and indicia of origin, including, but not limited to, the mark “Pizzeria Uno®,” the marks “Uno®,” “Uno Pizzeria & Grill®,” “Pizzeria Uno Chicago Bar & Grill®,” “Pizzeria Uno Chicago Grill®,” and such other trade names, service marks and trademarks as are now designated (and may hereafter be designated by the Franchisor in writing) for use in connection with the Business System.

#### **26.17 TAXES**

“Taxes” include any withholding, sales, use, value-added, remittance or other taxes, duties or other amounts (except income taxes payable by the Franchisor) that may be imposed upon Payments to be made by the Franchisee to the Franchisor or its Affiliates.

#### **26.18 TRANSFER**

“Transfer” includes any sale, assignment, transfer, conveyance, pledge, hypothecation or encumbrance by the Franchisee or any of the Principals involving or relating to: (a) this Agreement or any interest in this Agreement, (b) any ownership interest in the Franchisee, including, but not limited to, ownership interests represented by common stock, membership interests, partnership interests and other securities, or (c) any or all of the Franchisee’s assets or the Uno Restaurant’s assets.

### **ARTICLE 27** **ACKNOWLEDGMENTS**

#### **27.1 INDEPENDENT INVESTIGATION**

The Franchisee and the Principals acknowledge that they have each conducted an independent investigation of the restaurant business contemplated by this Agreement and recognize that the success of this business venture involves substantial business risks and will largely depend upon the ability of the Franchisee and the Principals. The Franchisor expressly disclaims making, and the Franchisee and the Principals acknowledge that they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses or success of the business venture contemplated by this Agreement.

#### **27.2 REVIEW OF AGREEMENT**

The Franchisee and Principals acknowledge that they have received, read and understand this Agreement and the related Exhibits and agreements and that the Franchisor has afforded them

sufficient time and opportunity to consult with advisors, attorneys and accountants selected by them about the potential benefits and risks of entering into this Agreement.

**27.3 RECEIPT OF DOCUMENTS**

The Franchisee and Principals acknowledge that they have received a complete copy of this Agreement and all related Exhibits and agreements prior to the date on which this Agreement was executed and have had an adequate time to review and understand the terms and conditions of this Agreement prior to signing. The Franchisee and Principals further acknowledge that they have received the Franchisor's Franchise Disclosure Document at least 14 days (or sooner if required pursuant to applicable state law) prior to the date on which this Agreement was executed.

**27.4 TIME IS OF THE ESSENCE**

The Franchisee acknowledges and agrees that TIME IS OF THE ESSENCE with respect to its performance of its obligations under this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

THE FRANCHISOR:  
Pizzeria Uno Corporation,  
a Delaware corporation

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE FRANCHISEE:  
\_\_\_\_\_,  
a \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Each of the undersigned Principals of the Franchisee agrees to be bound by all terms and conditions of this Agreement which by their terms are applicable to or binding upon the Principals, and represent that the percentage of ownership indicated below is accurate. In addition, the Operating Principal designated below individually, jointly and severally, makes all of the covenants, representations and agreements of the Franchisee and Operating Principal set forth in this Agreement.

In the Presence of:	Principals	Percentage of Ownership
_____	_____	_____ %
	Operating Principal	
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

## **PERSONAL GUARANTY OF PRINCIPALS**

In consideration of the execution of the foregoing Franchise Agreement by Pizzeria Uno Corporation, each of the undersigned acknowledges and agrees as follows:

Each of the undersigned has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to, the granting of the rights described in the Franchise Agreement, and that the Franchisor would not have entered into the Franchise Agreement without the execution and delivery of this Guaranty by each of the undersigned;

Each of the undersigned is included in the term “Principals” as defined in the Franchise Agreement;

Each of the undersigned individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Principals set forth in the Franchise Agreement and is obligated to perform thereunder, including without limitation those covenants and agreements relating to confidentiality and covenants not to compete;

Each of the undersigned individually, jointly and severally, unconditionally and irrevocably guarantees to the Franchisor and its successors and assigns that all of the obligations of the Franchisee under the Franchise Agreement will be punctually paid and performed;

Upon default by the Franchisee or notice from the Franchisor, the undersigned will immediately make each payment and perform each obligation required of the Franchisee under the Franchise Agreement. Without affecting the obligations of the undersigned under this Guaranty, the Franchisor may, without notice to the undersigned, renew, extend, modify, amend or release any indebtedness or obligation of the Franchisee, or settle, adjust or compromise any claims against the Franchisee;

Each of the undersigned waives all demands and notices of every kind with respect to this Guaranty and the Franchise Agreement, including, without limitation, notice of the amendment or modification of this Guaranty or the Franchise Agreement, the demand for payment or performance by the Franchisee, any default by the Franchisee or any Principal, and any release of any Principal or other security for the Franchise Agreement or the obligations of the Franchisee;

The Franchisor may pursue its rights against any of the undersigned without first exhausting its remedies against the Franchisee or any other Principal and without joining any other Principal, and no delay on the part of the Franchisor in the exercise of any right or remedy will operate as a waiver of such right or remedy, and no single or partial exercise by the Franchisor of any right or remedy will preclude the further exercise of such right or remedy.

ATTEST:

THE PRINCIPALS

\_\_\_\_\_

Witness

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Name:

\_\_\_\_\_

Witness

\_\_\_\_\_

Name:

\_\_\_\_\_

Witness

\_\_\_\_\_

Name:

SITE, ASSIGNED AREA AND OPENING DATE

1. SITE

Pursuant to Article 1.2 and Article 3.1 of the Franchise Agreement, the Uno Restaurant will as the concept indicated below, and will be located at the following location:

- Pizzeria Uno® Full Service Restaurant
- Pizzeria Uno® Fast Casual Restaurant
- Pizzeria Uno® Take-Out and Delivery Restaurant

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Street Address	City	State	Zip Code
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2. ASSIGNED AREA

Pursuant to Article 1.3 of the Franchise Agreement, the Assigned Area will be:

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3. LEASE EXPIRATION DATE; EXPIRATION OF TERM

Pursuant to Article 2.1 of the Franchise Agreement:

- (a) the Term of this Agreement will be \_\_ years.
- (b) If the Site is leased pursuant to a lease that is effective after the date of this Agreement, then the Term of this Agreement will be for a minimum of \_\_\_ years and will be extended to coincide with the term of the lease signed by the Franchisee, and this Agreement will expire on the same day the lease term expires, which expiration date is \_\_\_\_\_, 20\_\_.
- (c) Under no circumstances will the initial Term of this Agreement exceed \_\_ years.

4. FRANCHISEE'S RIGHT TO RENEW

Pursuant to Article 2.2 of the Franchise Agreement:

The Franchisee may, at its option, renew the franchise for the Site for:

- one additional ten year period for a Full Service Restaurant; or
- two additional five year periods for a Fast Casual or Take-Out and Delivery Restaurant.



5. LICENSES

Pursuant to Article 3.7 of the Franchise Agreement, prior to opening, the Franchisee will obtain:

- a full-service liquor license and all other alcoholic beverage licenses necessary for the operation of the Uno Restaurant as a Full Service Restaurant; or
- a license to sell beer and wine along with all other alcoholic beverage licenses that are necessary for the lawful operation of a Fast Casual or Take-Out and Delivery Restaurant.
- not applicable; no alcoholic beverage license will be required.

6. INITIAL FRANCHISE FEE

Pursuant to Article 4.1 of the Franchise Agreement, the amount of the Initial Franchise Fee is:

- \$40,000 - Pizzeria Uno® Full Service Restaurant
- \$30,000 - Pizzeria Uno® Fast Casual Restaurant
- \$20,000 - Pizzeria Uno® Take-Out and Delivery Restaurant

7. MINIMUM MONTHLY ROYALTY

Pursuant to Article 4.2 of the Franchise Agreement, the monthly Minimum Monthly Royalty is:

- \$4,000 per month - Pizzeria Uno® Full Service Restaurant
- \$2,000 per month - Pizzeria Uno® Fast Casual Restaurant
- \$1,000 per month - Pizzeria Uno® Take-Out and Delivery Restaurant

8. INITIAL TRAINING PERSONNEL

Pursuant to Article 6.1 of the Franchise Agreement, the following personnel of the Franchisee will attend and successfully complete the Franchisor's initial training program:

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9. OPENING DATE

Pursuant to Article 3.9 of the Franchise Agreement, the Opening Date of the Uno Restaurant is \_\_\_\_\_, 20\_\_\_\_.

*[Signature Page Follows]*

Each of the parties hereto has caused this Exhibit A to be executed by its duly authorized representative as of the date first above written.

THE FRANCHISOR:  
Pizzeria Uno Corporation,  
a Delaware corporation

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE FRANCHISEE:  
\_\_\_\_\_,  
a \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LEASE RIDER

This Lease Rider is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Pizzeria Uno Corporation, a Delaware corporation (“the Franchisor”), \_\_\_\_\_ (the “Franchisee”/ “Tenant”) and \_\_\_\_\_ (the “Landlord”).

WHEREAS, the Franchisor and the Franchisee are parties to a development agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “Development Agreement”);

WHEREAS, the Franchisor and the Franchisee are parties to a franchise agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “Franchise Agreement”);

WHEREAS, the Franchisee and the Landlord desire to enter into a lease (the “Lease”) pursuant to which the Franchisee will occupy the premises located at \_\_\_\_\_ (the “Premises”) for a Pizzeria Uno® restaurant (the “Uno Restaurant”), as licensed under the Franchise Agreement; and

WHEREAS, as a condition to entering into the Lease, the Franchisee/Tenant is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and the Franchisor;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the Franchise Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises will be used only for the operation of the Uno Restaurant so long as the Franchisee continues to have the right to occupy the Premises and to operate as a franchisee of the Franchisor.

(2) The Landlord consents to the Franchisee’s use of the Franchisor’s proprietary trademarks and service marks including “Pizzeria Uno®,” “Uno®,” “Uno Pizzeria & Grill®,” “Pizzeria Uno Chicago Bar & Grill®,” and “Pizzeria Uno Chicago Grill®” (the “Proprietary Marks”) and signs, interior and exterior decor items, color schemes, plans, specifications and related components of the Franchisor’s restaurant Business System (the “Business System”) as the Franchisor may prescribe for the Uno Restaurant, subject to the Landlord’s approvals as reasonably required under the Lease, the Franchisor’s sign specifications and any operating easement agreement.

(3) The Landlord agrees to furnish the Franchisor with copies of any and all default letters and notices sent to the Franchisee pertaining to the Lease and the Premises at the same time that such letters and notices are sent to the Franchisee/Tenant.

(4) The Franchisor, at its option and in its sole discretion, may enter the Premises to make any modification or alteration necessary to protect the Franchisor’s Business System and Proprietary Marks or, at its option and in its sole discretion, to cure any default under the Franchise Agreement, the Development Agreement or the Lease, without being guilty of trespass or any other crime or tort, and the Landlord will not be responsible for any expense or damages arising from the Franchisor’s action in connection therewith.

(5) In the event of the Franchisee’s default under the terms of the Lease, the Franchisor (or an affiliated company of the Franchisor) may, at its option and in its sole discretion, assume the Tenant’s rights under the Lease in the Franchisor’s (or its affiliate’s) name, subject to an agreement

reasonably acceptable to the Franchisor. If the Franchisor so elects to assume the Tenant's rights under the Lease, the Franchisor will notify the Landlord of its intent to do so. Within 30 days after the Franchisor receives notice of a default, the Franchisor will have the option, in its sole discretion, to assume the lease, subject to an agreement reasonably acceptable to the Franchisor. If the Franchisor elects to assume the Lease, the Landlord agrees to recognize the Franchisor as the tenant under the Lease and the Franchisee will no longer have any rights thereunder.

(6) The Franchisee will be permitted to assign the Lease to the Franchisor (or an affiliate of the Franchisor) upon the expiration or earlier termination of the Franchise Agreement and the Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or accelerate rent under the Lease in connection with such assignment, or require the Franchisor to pay any past due rent or other financial obligation of the Franchisee to the Landlord, it being understood that the Landlord will look solely to the Franchisee for any rents or other financial obligations owed to the Landlord prior to such assignment. The Landlord and the Franchisee acknowledge that the Franchisor is not a party to the Lease and will have no liability under the Lease, unless and until the Lease is assigned to and consented to in writing by the Franchisor, or is expressly assumed by the Franchisor.

(7) In the event of an assignment, the Franchisor or any affiliate designated by the Franchisor will agree to assume, from the date of assignment, all obligations of the Franchisee remaining under the Lease, and in such event the Franchisor or its affiliate will assume the Franchisee's occupancy rights, and the right to sublease the Premises, for the remainder of the term of the Lease.

(8) Notwithstanding anything contained in the Lease, the Franchisor will have the right, without the consent of the Landlord, to sublet or assign the Premises to an authorized franchisee, provided such subletting or assignment is specifically subject to the terms of the Lease and further provided the Franchisor remains liable for the performance of the terms of the Lease and provided the assignee franchisee expressly assumes all obligations of the Lease. The Franchisor agrees to notify the Landlord as to the name of the franchisee within ten days after such subletting or assignment.

(9) The Franchisee will not assign the Lease or renew or extend the term thereof without the prior written consent of the Franchisor.

(10) The Landlord and the Franchisee will not amend or otherwise modify the Lease in any manner or form that could affect any of the foregoing requirements set forth in this Lease Rider without the prior written consent of the Franchisor.

(11) The terms of this Lease Rider will supersede any conflicting terms of the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

ATTEST:

Pizzeria Uno Corporation  
a Delaware corporation

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE FRANCHISEE:

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (“the Franchisee”) and \_\_\_\_\_ (“Covenantor”).

RECITALS

WHEREAS, Pizzeria Uno Corporation (“the Franchisor”), as a result of the expenditure of time, skill, effort and money, developed and owns a distinctive Business System (the “Business System”) for the development and operation of casual theme restaurants under the name and marks “Pizzeria Uno®,” “Uno®,” “Uno Pizzeria & Grill®,” and the other Proprietary Marks as defined below (the “Uno Restaurants”); and

WHEREAS, the Business System includes, but is not limited to, certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin, including, but not limited to, the marks “Pizzeria Uno®,” “Uno®,” “Uno Pizzeria & Grill®,” “Pizzeria Uno Chicago Bar & Grill®,” “Pizzeria Uno Chicago Grill®” and such other trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin as the Franchisor may develop in the future to identify for the public in certain countries the source of services and products marketed under such marks (“Proprietary Marks”) and under the Business System and representing the Business System’s high standards of quality, appearance and service and distinctive exterior and interior design, decor, color scheme and furnishings, as well as special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; procedures for inventory and management and financial control; training and assistance; and advertising and promotional programs (“Trade Secrets”); all of which may be changed, improved and further developed by the Franchisor from time to time and are used by the Franchisor in connection with the operation of the Business System; and

WHEREAS, the Proprietary Marks and Trade Secrets provide economic advantages to the Franchisor and are not generally known to, and are not readily ascertainable through proper means by, the Franchisor’s competitors who could obtain economic value from knowledge and use of the Proprietary Marks and Trade Secrets; and

WHEREAS, the Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, the Franchisor has granted the Franchisee the limited right to operate an Uno Restaurant using the Business System and the Trade Secrets for the period defined in the franchise agreement made and entered into on \_\_\_\_\_, \_\_\_\_\_ (the “Franchise Agreement”), by and between the Franchisor and the Franchisee; and

WHEREAS, the Franchisor and the Franchisee have agreed in the Franchise Agreement on the importance to the Franchisor and to the Franchisee and other licensed users of the Business System of restricting the use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees, agents, independent contractors, officers, directors and interest holders of the Franchisee, or any entity having an interest in the Franchisee

to have access to and to use some or all of the Trade Secrets in the management and operation of the Franchisee's business using the Business System; and

WHEREAS, the Franchisee has agreed to obtain from those individuals and entities written agreements protecting the Trade Secrets and the Business System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become, employed by or associated with the Franchisee; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform his services for the Franchisee; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

### **Confidentiality Agreement**

1. The Franchisor and/or the Franchisee will disclose to Covenantor some or all of the Trade Secrets relating to the Business System. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data which the Franchisor provides to the Franchisee and/or Covenantor will be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor will receive the Trade Secrets in confidence and will, at all times, maintain them in confidence, and use them only in the course of his/her employment by or association with the Franchisee and then only in connection with the development and/or operation by the Franchisee of an Uno Restaurant using the Business System for so long as the Franchisee is licensed by the Franchisor to use the Business System.

3. Covenantor will not at any time make copies or translations of any documents or compilations containing some or all of the Trade Secrets without the Franchisor's express written permission.

4. Covenantor will not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of the Franchisee and only to the limited extent necessary to train or assist other employees of the Franchisee in the development or operation of an Uno Restaurant using the Business System.

5. Covenantor will surrender any material containing some or all of the Trade Secrets to the Franchisee or the Franchisor, upon request, or upon termination of employment by or association with the Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.

6. Covenantor will not at any time, directly or indirectly, do any act or omit to do any act that would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the Business System.

7. All manuals are loaned by the Franchisor to the Franchisee for limited purposes only and remain the property of the Franchisor and may not be reproduced, in whole or in part, without the Franchisor's written consent.

## Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the Business System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, Covenantor further agrees and covenants as follows:

- a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Franchisee's Uno Restaurant to any competitor.
- b. Not to employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by the Franchisor, any of its Affiliates, or any franchisee or developer of the Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with the Franchisee's employment of such person if permitted under the Franchise Agreement.
- c. Except with respect to the Uno Restaurant described in the Franchise Agreement and other restaurants operated under Franchise Agreements between the Franchisee and its Affiliates, and the Franchisor or its Affiliates, not to directly or indirectly, for himself/herself or through, on behalf of, or in conjunction with any person, partnership or corporation, without the prior written consent of the Franchisor, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any Competitive Business (as defined below) at any location, within the United States or any foreign jurisdiction where the Franchisor or its Affiliates have registered or sought to register any of the Proprietary Marks. For purposes of this Agreement, a "Competitive Business" will mean any business that is of a character and concept similar to the Uno Restaurant, including (i) any casual dining restaurant business, as such market segment is defined by then-current industry standards, and (ii) any food service business or restaurant that offers Chicago-style deep dish pizza as a menu item or that offers any style of pizza as a primary menu item.

2. In further consideration for the disclosure to Covenantor of the Trade Secrets and to protect the uniqueness of the Business System, Covenantor agrees and covenants that for one year following the earlier of the expiration, termination or transfer of all of the Franchisee's interest in the Franchise Agreement or the termination of his employment by or association with the Franchisee, Covenantor will not without the prior written consent of the Franchisor:

- a. Divert, or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Uno Restaurant to any competitor.
- b. Employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by the Franchisor, any of its Affiliates, or any franchisee or developer of the Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.
- c. Except with respect to other restaurants operated under Franchise Agreements between the Franchisee and its Affiliates and the Franchisor or its Affiliates, directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any



Competitive Business that is, or is intended to be, located within the Assigned Area, as such term is defined in the Franchise Agreement (and as described in the map attached thereto), or within a ten mile radius of the location of any Uno Restaurant, any Alternative Distribution Site (as defined in the Franchise Agreement), or other food service facility operated or licensed by the Franchisor or any Affiliate of the Franchisor that is in existence, under construction or under contract as of the earlier of: (i) the expiration or termination of, or the transfer of all of the Franchisee's interest in, the Franchise Agreement; or (ii) the time Covenantor ceases to be employed by or associated with the Franchisee, as applicable.

### Miscellaneous

1. The Franchisee will make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.
2. Covenantor agrees that in the event of a breach of this Agreement, the Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach, of any of the provisions hereof, the Franchisor will be entitled to enforce the provisions of this Agreement and will be entitled, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm, likelihood of success on the merits of the claims and without being required to furnish a bond or other security.
3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by the Franchisor and the Franchisee in enforcing this Agreement.
4. Any failure by the Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor will not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.
5. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF MASSACHUSETTS WITHOUT REFERENCE TO CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF/HERSELF TO THE JURISDICTION OF MASSACHUSETTS COURTS LOCATED IN SUFFOLK COUNTY, MASSACHUSETTS. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM/HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY MASSACHUSETTS LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE SUFFOLK COUNTY, MASSACHUSETTS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, THE FRANCHISOR OR THE FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT WHICH HAS JURISDICTION.
6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do

not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Franchisor. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which the Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder will be in writing and will be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, telegram or telex (provided that the sender confirms the telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to the Franchisor, the notice will be addressed to:

Pizzeria Uno Corporation  
44 Industrial Way  
Norwood, Massachusetts 02062  
Attention: General Counsel

If directed to the Franchisee, the notice will be addressed to:

Attention: \_\_\_\_\_

If directed to Covenantor, the notice will be addressed to:

Attention: \_\_\_\_\_

Any notice will be deemed to have been given at the time of personal delivery or receipt, or in the case of telegram or telex, upon transmission (provided confirmation is sent as described above); provided, however, that if delivery is rejected, delivery will be deemed to have been given at the time of such rejection. Any change in the foregoing addresses will be effected by giving 15 days written notice of such change to the other parties.

9. The rights and remedies of the Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective Affiliates, successors and assigns. The

respective obligations of the Franchisee and Covenantor hereunder may not be assigned by the Franchisee or Covenantor, without the prior written consent of the Franchisor.

10. The Franchisor will be a third party beneficiary of this Agreement with the independent right to enforce the terms hereunder.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

**THE FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COVENANTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ELECTRONIC FUNDS TRANSFER  
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO**

Pizzeria Uno Corporation/Payee                      BANK NAME                      ACCOUNT #                      ABA#

\_\_\_\_\_

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit will be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, Depository will be under no liability whatsoever. This authorization will continue in force until Depository and Payee have received at least 30 days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit will be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository: \_\_\_\_\_

Name of Depositor: \_\_\_\_\_

Designated Bank Acct.: \_\_\_\_\_

(Please attach one voided check for the above account.)

Store Location: \_\_\_\_\_ Store # \_\_\_\_\_

For information call: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

\_\_\_\_\_  
Name of the Franchisee/Depositor (please print)

By: \_\_\_\_\_  
Signature and Title of Authorized Representative

Date: \_\_\_\_\_

**GIFT CARD INDEMNIFICATION AGREEMENT**

THIS GIFT CARD INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Pizzeria Uno Corporation, a Delaware Corporation (the "Franchisor"), \_\_\_\_\_, a \_\_\_\_\_ ("Franchisee"), and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (individually and collectively, the "Principals").

**RECITALS**

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement (the "Franchise Agreement") dated \_\_\_\_\_, 20\_\_ under which Franchisee operates an Uno Restaurant located at \_\_\_\_\_ (the "Restaurant"); and

WHEREAS, Franchisee is participating in Franchisor's gift card program, pursuant to which Franchisee will offer and sell to its customers gift cards redeemable for goods and services at the Restaurant and other Uno restaurants that are not owned or operated by Franchisee.

NOW, THEREFORE, in consideration of Franchisee's participation in Franchisor's gift card program, the mutual undertakings and commitments set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

**AGREEMENT**

**Article I. INDEMNIFICATION AND REIMBURSEMENT**

**Section 1.01 Indemnification by Franchisee and Principals.** The Franchisee and each of the Principals will, at all times, jointly and severally, indemnify and hold harmless to the fullest extent permitted by law, the Franchisor, its Affiliates, and other of Franchisor's franchisees and licensees, from all losses, compensatory, exemplary, incidental, consequential, punitive or other damages, fines, charges, costs, expenses, lost profits, legal fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor's reputation and goodwill, costs of or resulting from delays, financing, refunds, compensation, public notices and other such amounts ("Losses and Expenses") incurred in connection with any action, claim, demand, or any settlement thereof (whether or not a formal proceeding or action has been instituted) that arises out of, relates to or is based upon any of the following:

- (a) Franchisee's offer and sale of gift cards and its participation in Franchisor's gift card program; or
- (b) the violation, breach or asserted violation or breach by the Franchisee or any of the Principals of any federal, state or local law, rule or regulation in connection with the gift card program, including without limitation any state escheat law or any Losses and Expenses incurred as a consequence of compliance with any state escheat law.

**Section 1.02 Reimbursement.** Upon termination, expiration or transfer of control of the Franchise Agreement or any interest therein or a transfer of the Restaurant or all or substantially all of the assets of the Restaurant, Franchisee and the Principals shall pay to Franchisor an amount equal to that portion of all gift cards sold or otherwise issued by, through or on behalf of Franchisee which (a) remains unredeemed at the time of such termination, expiration or transfer, and (b) which have been redeemed at restaurants other than the Restaurant prior to such termination, expiration or transfer but for which Franchisee has not then

made full payment to Franchisor, its designee or the redeeming party in accordance with Franchisor's then current policies and procedures.

## **Article II. MISCELLANEOUS**

**Section 2.01 Venue and Jurisdiction.** This Agreement and the relationship created hereby shall be subject to the dispute resolution, venue, jurisdiction and choice of law provisions contained in the Franchise Agreement.

**Section 2.02 Authority.** By executing this Agreement, the parties represent and warrant that each has the right and authority to enter into and to accept the terms and covenants of this Agreement, and that no third party has or claims an interest in any claim released by this Agreement.

**Section 2.03 No Conflicts.** Each of the undersigned hereby represents and warrants that its execution of this Agreement does not violate any other agreement to which it is a party.

**Section 2.04 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**Section 2.05 Entire Agreement.** This Agreement represents the complete, integrated, and entire agreement between the Parties regarding the subject matter hereof, and may not be modified except in a writing signed by the parties.

**Section 2.06 Severability.** The provisions of this Agreement are severable, and, in the event that any of them is held void and unenforceable as a matter of law, the remainder shall continue in full force and effect.

**Section 2.07 Construction.** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Franchise Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Franchise Agreement, the terms of this Agreement shall control. Except as expressly modified by this Agreement, the terms of the Franchise Agreement shall continue in full force and effect.

**Section 2.08 Waiver.** No delay or omission by the parties hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof.

**Section 2.09 Survival.** The Franchisee and the Principals expressly agree that the terms of this Article will survive the termination, expiration or transfer of the Franchise Agreement or any interest therein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Gift Card Indemnification Agreement to be executed by its duly authorized representative as of the date first above written.

**THE FRANCHISOR:  
Pizzeria Uno Corporation,  
a Delaware corporation**

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE FRANCHISEE:**

\_\_\_\_\_

a \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE PRINCIPALS**

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**CHRONOLOGICAL TABLE OF SELECTED EVENTS**

<b><u>ITEM</u></b>	<b><u>TIME</u></b>	<b><u>ARTICLE</u></b>
Payment of Initial Franchise Fee	Execution of Franchise Agreement	4.1; Exhibit A
Designation of Operating Principal (and Designee, if applicable); Designation of General Manager	Execution of Franchise Agreement	Guaranty
Acquisition of Insurance	Upon purchase or lease of the Uno Restaurant site	12.1
Submission of Proposed Site	6 months following execution of Franchise Agreement	3.2
Approval or Disapproval of Proposed Site by Licensor	30 days after receipt of information	3.2
Execution of Lease or Other Acquisition of Approved Site	60 days following the Franchisor's approval of the site	3.3
Approval or Disapproval of Proposed Lease or Contract to Purchase	30 days after receipt of proposed lease or contract	3.3
Approval or Disapproval of Proposed Architectural Plans by the Franchisor	30 days after receipt of plans	3.4
Submission of Notice of Completion of Construction	30 days prior to scheduled completion of construction	3.5
Completion of Initial Training By Operating Principal, General Manager and other designated Uno Restaurant personnel	At least two weeks prior to opening date	6.1; Exhibit A
Opening of Uno Restaurant	As agreed by parties	3.9; Exhibit A
Payment of Royalty Fees and Business Co-op Fees	On or before Tuesday of each week	4.2; 9.1
Expiration of Term	The number of years specified in Exhibit A from date of Franchise Agreement or the expiration or termination of the Franchisee's right to possess the Uno Restaurant premises	2.1; Exhibit A



**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT C**

**DEVELOPMENT AGREEMENT FOR  
PIZZERIA UNO RESTAURANTS**

**PIZZERIA UNO CORPORATION**  
**DEVELOPMENT AGREEMENT**

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Name of the Developer

---

---

Developer's Address

---

Date of Development Agreement, 20

**PIZZERIA UNO CORPORATION**  
**DEVELOPMENT AGREEMENT**

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**PIZZERIA UNO CORPORATION  
DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pizzeria Uno Corporation, a Delaware corporation (“the Franchisor”), and \_\_\_\_\_, a \_\_\_\_\_ (“the Developer”).

**RECITALS:**

A. The Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns several restaurant concepts operated under the name Pizzeria Uno®, including (i) full service casual theme restaurants which feature “Chicago Style” deep dish and thin crust pizza along with pizza, sandwiches, soups, salads, pasta, appetizers, desserts and (subject to applicable law) a full bar, (ii) quick service casual theme restaurants which feature “Chicago Style” deep dish and thin crust pizza along with pizza, sandwiches, salads, pasta, appetizers, desserts, and (subject to applicable law) beer and wine, and (iii) take-out and delivery restaurants which offer a limited menu of deep dish and thin crust pizza for take-out and delivery only. As used in this Agreement the restaurant concepts are collectively referred to as “Uno Restaurants” unless specifically referred to as a “Full Service Restaurant” or a “Fast Casual Restaurant,” or a “Take-Out and Delivery Restaurant.”

B. The Uno Restaurants each operate under a Business System (as defined below and in Article 18.4) that may, in part, share certain features with the other restaurant concept and may, in part, incorporate features that are not part of the other restaurant concept. The Business System includes features that are distinctive from other restaurant concepts that are not owned or operated by Franchisor, such as, for example, exterior and interior design, decor, color schemes and furnishings; special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services; procedures for inventory, management, accounting and financial controls; training and assistance; and advertising and promotional programs used in connection with the operation of the Uno Restaurants.

C. The Franchisor identifies the Business System used by an Uno Restaurant by, in each instance, those Proprietary Marks, as more fully described in Article 18.12 of this Agreement.

D. The Uno Restaurants will operate under the Business System and Proprietary Marks associated with the specific restaurant concept.

E. The Franchisor continues to develop, use and control the use of the Proprietary Marks in order to identify for the public the source of services and products marketed under the Business System, and to represent the high standards of quality, appearance and service of the Business System and the Uno Restaurants.

F. The Developer wishes to obtain certain development rights to operate Full Service, Fast Casual, and/or Take-Out and Delivery Restaurants under the Business System in the territory described in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**ARTICLE 1**  
**GRANT OF DEVELOPMENT RIGHTS**

**1.1 GRANT OF DEVELOPMENT RIGHTS**

The Franchisor hereby grants to the Developer and the Developer hereby accepts, pursuant to the terms and conditions of this Agreement, the right and obligation to develop a minimum number of Uno Restaurants within the Territory, as described and delineated in Exhibit A attached hereto and incorporated herein.

**1.2 TERRITORY**

The rights and privileges granted to the Developer in this Agreement are expressly limited to the geographic area described and delineated in Exhibit A (the “Territory”). The Developer acknowledges that the Franchisor’s franchisees and Affiliates may currently operate franchised and/or Affiliate-owned Restaurants within the Territory. The Developer further acknowledges and agrees that the continued operation of the existing Affiliate-owned and/or franchised Restaurants will not be a violation of this Agreement. The rights and privileges granted to the Developer may not be used elsewhere, in any other area or through any channel of distribution other than the development of Uno Restaurant locations in the Territory.

**1.3 FRANCHISOR’S RIGHTS**

The Franchisor will not establish, or authorize any person or entity other than the Developer to establish, an Uno Restaurant in the Territory during the Term of this Agreement except as provided to the contrary in Article 1.2, in this Article 1.3, or elsewhere in this Agreement. However, if the Developer will be developing only one restaurant concept, i.e., only Full Service, Fast Casual, or Take-Out and Delivery Restaurants as set forth in the Development Schedule, the development restrictions set forth in this Article will apply only to the restaurant concept being developed by the Developer, and the Franchisor will retain the right to establish or authorize others to establish, in the Territory, the restaurant concept that is not being developed by the Developer. At such time as the Developer has completed its development obligations under this Agreement with respect to one concept, it will no longer have exclusive rights in the Territory, subject only to the Developer’s rights under Article 4.2(b) to develop Additional Restaurants in the Territory with the Franchisor’s consent. The Developer and Principals acknowledge and agree that the Franchisor and its Affiliates have the absolute right to own, operate, develop and franchise restaurants under the Proprietary Marks and under other names and marks, and that the rights granted to the Developer under this Agreement are only for the development of the Uno Restaurants within the Territory. The Franchisor and its Affiliates will, at all times, retain all other rights relating to the Uno Restaurants and the Proprietary Marks, including the right to at any time conduct (or authorize a third party to conduct) the following activities, regardless of competitive effect on the Developer’s Restaurants or the Territory: (a) the right, anywhere in the world, including within the Territory and within close proximity to the Developer’s Uno Restaurant locations, to (i) advertise and promote the Uno Restaurants and the Business System, (ii) establish Alternative Distribution Sites (as defined in Article 18.3), (iii) establish Full Service Restaurants in the Territory if the Developer will develop only Fast Casual or Take-Out and Delivery Restaurants pursuant to this Agreement, (iv) establish Fast Casual Restaurants in the Territory if the Developer will develop only Full Service or Take-Out and Delivery Restaurants pursuant to this Agreement, (v) establish Take-Out and Delivery Restaurants in the Territory if the Developer will develop only Full Service or Fast Casual Restaurants pursuant to this Agreement, (vi) advertise, promote, offer and sell products and services under the Proprietary Marks at and from previously-established Uno Restaurants and Alternative Distribution Sites, (vii) provide catering and delivery services, (viii) advertise,

promote, sell and distribute collateral and ancillary products and services, identified by the Proprietary Marks, which are or may be similar to those offered by the Uno Restaurants established pursuant to this Agreement which products and services may include, without limitation, pre-packaged food products and beverages, clothing, t-shirts, sweatshirts, hats, wearables, Uno memorabilia and kitchen utensils, if such items are offered and sold through channels of distribution other than through Uno Restaurants (for example, without limitation, direct mail, electronic commerce, and other forms of direct distribution), and (ix) advertise, promote, sell and distribute any products and services under any names or marks other than the Proprietary Marks and/or the Business System associated with the restaurant concept(s) being developed by Developer pursuant to this Agreement, or any other similar or dissimilar business systems; and (b) the right to establish, own, operate, manage, license and/or franchise Uno Restaurants anywhere in the world outside the Territory.

## **ARTICLE 2**

### **TERM**

Unless sooner terminated in accordance with this Agreement, the term of the rights granted to the Developer under this Agreement (the “Term”), will automatically expire, without the requirement of notice of expiration from the Franchisor, on the date on which the Developer successfully and in a timely manner has exercised all of the development rights and completed the development obligations under this Agreement in accordance with the Development Schedule (as defined in Article 4.2 and set forth in Exhibit A), or upon the expiration of last Development Period, whichever is earlier. At the end of the Term, the Developer’s development rights and the limited protections set forth in Article 1.3 with respect to the Territory will automatically terminate, and the Developer will not have the right to renew or extend the Term of this Agreement.

## **ARTICLE 3**

### **FEES AND PAYMENTS**

#### **3.1 TERRITORY RESERVATION FEE**

The Developer will, upon execution of this Agreement, pay to the Franchisor a territory reservation fee in the amount set forth in Exhibit A, which is equal to \$5,000 times the number of Uno Restaurants to be developed by the Developer pursuant to this Agreement (the “Territory Reservation Fee”). The Territory Reservation Fee will not be refundable to the Developer and will be deemed fully earned by the Franchisor.

#### **3.2 DEVELOPMENT FEE**

The Developer will, upon execution of this Agreement, pay to the Franchisor a development fee in the amount set forth in Exhibit A, which is equal to \$20,000 times the number of Full Service Restaurants to be developed by the Developer pursuant to this Agreement, and/or \$15,000 times the number of Fast Casual Restaurants to be developed by the Developer pursuant to this Agreement, and/or \$10,000 times the number of Take-Out and Delivery Restaurants to be developed by the Developer pursuant to this Agreement (the “Development Fee”). The Development Fee will not be refundable to the Developer and will be deemed fully earned by the Franchisor regardless of whether the Developer satisfies all or a portion of its Development Obligations as set forth in Article 4.2 and the Development Schedule. A portion of the Development Fee, \$20,000 for each Full Service Restaurant, \$15,000 for each Fast Casual Restaurant, and \$10,000 for each Take-Out and Delivery Restaurant, will be applied toward the Initial Franchise Fee (as defined in Article 3.3) due to the Franchisor under each Restaurant Franchise Agreement executed pursuant to this Agreement when the Franchise Agreement has

been signed by both the Developer and the Franchisor. In no event will the Franchisor apply any portion of the Development Fee toward the Initial Franchise Fees for any Additional Restaurants (as defined in Article 18.1).

### **3.3 INITIAL FRANCHISE FEES**

In addition to the Territory Reservation Fee, the Developer will sign a Franchise Agreement and pay the Franchisor an Initial Franchise Fee (as defined in the Franchise Agreement) of \$40,000 for each Full Service Restaurant, \$30,000 for each Fast Casual Restaurant, and \$20,000 for each Take-Out and Delivery Restaurant, to be developed by the Developer pursuant to this Agreement. The Developer will pay one-half of the Initial Franchise Fee in cash or by check or wire transfer of funds to the Franchisor, and will pay the remaining one-half of the Initial Franchise Fee by receipt of a credit from the Development Fee, at the time the Uno Restaurant Franchise Agreement is signed. The Developer will sign the Franchise Agreements for the Uno Restaurants to be developed pursuant to this Agreement, and pay the Initial Franchise Fee for each such Uno Restaurant, at the time and in the manner specified in Article 4.1. All Initial Franchise Fees are deemed fully earned upon payment and are nonrefundable.

### **3.4 ROYALTY FEES**

The Developer will, for each Uno Restaurant developed pursuant to this Agreement, pay the Franchisor or its designee a royalty fee (the “Royalty Fee”), equal to the percentage of the Developer’s Gross Sales or the Minimum Monthly Royalty (as defined in the Franchise Agreement) set forth in the Franchise Agreement. The Royalty Fee will be payable to the Franchisor in accordance with the terms and conditions of the Franchise Agreement.

### **3.5 BUSINESS CO-OP FEES**

The Developer will, for each of the Uno Restaurants developed pursuant to this Agreement, pay the Franchisor or its designee a monthly business co-op fee (the “Business Co-op Fee”) equal to the percentage of the Developer’s Gross Sales (as defined in the Franchise Agreement) set forth in the Franchise Agreement. The Business Co-op Fee will be payable to the Franchisor in accordance with the terms and conditions of the Franchise Agreement, and will be used by the Franchisor for the purposes set forth in the Franchise Agreement.

### **3.6 PAYMENTS; INTEREST**

Each Payment (as defined in Article 18.10) must be made to the Franchisor without any deduction whatsoever for any Taxes (as defined in Article 18.14). The Developer will not have the right to withhold any Payment due the Franchisor under this Agreement for any reason whatsoever nor will the Developer have the right to set off any amounts owed or allegedly owed by the Franchisor to the Developer against any Payments. The Franchisor will have the right to set off or deduct any Payments or other amounts payable by the Developer against any amount that may be payable to the Developer by the Franchisor, its Affiliates or any third party. The Franchisor will have the right to apply Payments received from the Developer in such order as the Franchisor may designate from time to time. Any Payment not received by the Franchisor on or before the due date will be deemed past due. All past due Payments of the Developer will bear simple interest from the due date until the Payment is received by the Franchisor at the rate of 1½% per month on the unpaid balance, or the maximum rate allowed by applicable law, whichever is less. No provision of this Agreement will require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If for any reason interest in excess of the maximum rate allowed by applicable law is charged to the Developer, then such excess will be repaid to the Developer. If the payment or imposition of any Taxes results in a reduction in the net amount to be received by the Franchisor from Payments due from the Developer, the Developer will, at the option of the

Franchisor (a) increase the Payments to the Franchisor to the extent necessary to provide the Franchisor with the same net amount it would have received had no such Taxes been applicable to the Payments, or (b) reimburse the Franchisor for all such Taxes paid by the Franchisor within 15 days after receiving an invoice from the Franchisor for such Taxes.

## **ARTICLE 4**

### **SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS**

#### **4.1 EXECUTION OF FRANCHISE AGREEMENTS**

The Developer will exercise the development rights granted under this Agreement only by entering into a separate Franchise Agreement with the Franchisor for each Uno Restaurant for which a development right is granted. The Franchise Agreement to be signed by the Developer will be the then-current form offered by the Franchisor. The Franchise Agreement to be executed for the first Uno Restaurant to be developed by the Developer under this Agreement will be in the form of the Franchise Agreement attached as Exhibit B. All subsequent Uno Restaurants developed under this Agreement will be established and operated pursuant to the form of Franchise Agreements then being used by the Franchisor for new franchisees of Uno Restaurants under the Business System. Those franchise agreements will also be included in the term “Franchise Agreement” as used in this Agreement and will be executed by the Developer in accordance with Article 4.2. The then-current form of Franchise Agreement for each restaurant concept may differ substantially in terms, conditions and economics from the forms attached; provided, however, that the Developer will pay the Franchisor Initial Franchise Fees and Royalty Fees for all Uno Restaurants to be developed by the Developer pursuant to this Agreement in the amounts set forth in this Agreement, even if the Initial Franchise Fees or Royalty Fees set forth in the Franchisor’s then-current form of Franchise Agreement are greater than those set forth in this Agreement.

#### **4.2 DEVELOPMENT SCHEDULE**

The Developer acknowledges and agrees that a material provision of this Agreement is that the Developer must comply with the Development Schedule attached as Exhibit A (including each benchmark date or number referenced therein). The Developer further acknowledges that the total number of Uno Restaurants to be developed, as well as the stated opening dates (the “Projected Opening Dates”) for each Uno Restaurant set forth in the Development Schedule, are reasonable and attainable. Subject to the Developer’s compliance with ARTICLE 5 of this Agreement, the Developer will execute a Franchise Agreement for each Uno Restaurant on or before the applicable execution date (the “Execution Date”) set forth in the Development Schedule, which will be a date at least 12 months prior to the Projected Opening Date for the applicable Uno Restaurant.

- (a) The Developer may, with the Franchisor’s prior written consent (which consent may be withheld in the Franchisor’s sole discretion), develop more than the minimum number of Uno Restaurants which the Developer is required to develop during any given Development Period. Any Uno Restaurants developed during a Development Period in excess of the minimum number required to be developed prior to expiration of that Development Period will be applied to satisfy the Developer’s development obligation during the next succeeding Development Period, if any.
- (b) The Developer may, with the Franchisor’s prior written consent (which consent may be withheld in its sole discretion), develop Additional Restaurants if: (i) the Developer has open and operating the cumulative total number of Uno Restaurants required to be developed under the Development Schedule prior to the expiration of the last Development Period; (ii) the Developer notifies the Franchisor of its desire to open Additional



Restaurants prior to completion of the development and opening of all of the Uno Restaurants required to be developed under the Development Schedule; (iii) the Developer and the Franchisor agree upon a Projected Opening Date for each Additional Restaurant; (iv) the Developer opens at least one Additional Restaurant during each 12 month period following completion of the development and opening of all of the Uno Restaurants required to be developed under the Development Schedule; (v) any Additional Restaurant is open prior to expiration of last Development Period; and (vi) the Developer pays to the Franchisor, at the time the Developer notifies the Franchisor of its desire to open any Additional Restaurant, an additional non-refundable, pre-paid Initial Franchise Fee of \$40,000 for each Additional Full Service Restaurant, \$30,000 for each Additional Fast Casual Restaurant, or \$20,000 Additional Take-Out and Delivery Restaurant.

- (c) If, during the Term, the Developer ceases to operate any Uno Restaurant developed under this Agreement for any reason, the Developer will either reopen the Uno Restaurant or develop a replacement Uno Restaurant to fulfill the Developer's obligation to have open and in operation the minimum required number of Uno Restaurants. The replacement Uno Restaurant will be open and operating by a date to be agreed upon by the parties which will not exceed 180 days after the date of closing of the Uno Restaurant to be replaced. The replacement Uno Restaurant will be operated pursuant to the same Franchise Agreement as executed for the Uno Restaurant which the Developer ceased to operate and the Term of such Franchise Agreement will not be extended except as otherwise consented to in writing by the Franchisor in its sole discretion. The Developer will pay Travel Expenses (as defined in Article 18.13) incurred by the Franchisor or its designee associated with the "reopening" of such replacement Uno Restaurant. If an Uno Restaurant ceases to operate as a result of an event of "Force Majeure," as defined in the Franchise Agreement, then the Developer will comply with and pay fees to the Franchisor in accordance with the applicable provisions of the Franchise Agreement. If an Uno Restaurant ceases to operate for any reason other than "Force Majeure," then from the date the Uno Restaurant ceases to operate until the date the replacement Uno Restaurant opens for business, the Developer will pay to the Franchisor a monthly fee of 2% of the average monthly Gross Sales (as defined in the Franchise Agreement) of the closed Uno Restaurant during the 12 month period (or such shorter period if the Uno Restaurant was open less than 12 months) prior to closing. The Developer will also pay to the Franchisor a replacement fee to reimburse the Franchisor for its costs related to such replacement Uno Restaurant in an amount specified by the Franchisor, which amount will not be less than \$5,000.

## **ARTICLE 5**

### **PREREQUISITES TO OBTAINING FRANCHISES**

#### **5.1 RIGHTS NON-DELEGABLE AND NON-ASSIGNABLE**

The Developer and the Principals understand and acknowledge that the rights and duties set forth in this Agreement are inextricably intertwined, are (except in accordance with Article 9.8) personal to the Developer and its Principals (as applicable) and non-delegable, and that the Franchisor has granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance of the duties hereunder by the Developer and the Principals. The Developer and the Principals represent to the Franchisor that they have entered into this Agreement for the purpose and with the intention to fully comply with the obligations hereunder and not for the purpose of reselling the development rights granted herein. The Developer and the Principals understand and agree that this Agreement does not confer upon the Developer a right to develop

or franchise to operate any Uno Restaurant, but is intended by the parties to set forth the terms and conditions which, if fully satisfied by the Developer, will entitle the Developer to obtain the right to develop and operate each Uno Restaurant under a Franchise Agreement within the Territory.

## **5.2 SATISFACTION OF CONDITIONS**

The Developer must satisfy each of the Conditions (as defined in Article 18.5) before the grant of right by the Franchisor to develop each Uno Restaurant will become effective. If the Franchisor determines, in its sole discretion, that the Developer and the Principals have satisfied all of the Conditions, then the Franchisor will grant to the Developer the right to develop each Uno Restaurant pursuant to the Development Schedule. The Conditions will survive the termination or expiration of this Agreement and will apply with respect to any Franchise Agreement executed pursuant to this Agreement.

## **ARTICLE 6** **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER**

### **6.1 FULL TIME AND BEST EFFORTS**

The Developer or the Operating Principal (as defined in Article 6.3) covenant and agree that they will devote their full time and best efforts to carry out the development activities contemplated under this Agreement.

### **6.2 ORGANIZATION**

If the Developer is a corporation, limited liability company, partnership or other entity, then the Developer and the Principals represent, warrant and covenant that:

- (a) The Developer is duly organized and validly existing under the law of the state or territory where formed;
- (b) The Developer is duly qualified and is authorized to do business in the jurisdiction where the Uno Restaurant is located and in each jurisdiction where it conducts business, maintains offices, owns real estate or where qualification is required;
- (c) The Developer's articles of incorporation, by-laws, operating agreement, member control agreement, partnership agreement or other organizational documents (the "Authorizing Documents") will at all times provide that the Developer's business activities will be confined exclusively to the development, ownership and operation of the Uno Restaurants, unless otherwise consented to in writing by the Franchisor;
- (d) The execution of this Agreement and the consummation of the transactions contemplated by this Agreement and the confidential operations manuals and other written materials developed by the Franchisor for use in connection with the development, operation and management of the Uno Restaurants (the "Manuals"), are within the powers granted to the Developer by the Authorizing Documents and have been duly authorized and approved by the Developer or by the board of directors, board of governors, managing partner or other governing body of the Developer;
- (e) Copies of all Authorizing Documents and any other documents, agreements or resolutions in the Developer's possession will be provided to the Franchisor upon written request;
- (f) The names of the owners of the Developer and their ownership interests in the Developer are accurately stated and completely described in the Guaranty attached to this Agreement;
- (g) The Developer will at all times maintain a current schedule of the owners of the Developer and their ownership interests, and the Developer will immediately provide the Franchisor

with a copy of the updated ownership schedule whenever there is any change of ownership. The ownership schedule will contain the name, address, telephone number and e-mail address of each owner of the Developer and will state the percentage of ownership that each owner has in the Developer;

- (h) If, subject to the provisions of ARTICLE 9, any person or entity ceases to be one of the Developer's Principals, or if any individual or entity becomes a Principal of the Developer, then the Developer will notify the Franchisor in writing and within five days the Developer will require the new Principal to execute copies of all documents required by the Franchisor;
- (i) The Developer's Authorizing Documents and any documents representing ownership in the Developer will provide that no ownership interest in the Developer may be assigned or transferred to any person or entity unless it is in strict compliance with the terms, conditions and restrictions contained in this Agreement;
- (j) The Developer has no material liabilities, adverse claims, commitments or obligations of any nature as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, except as disclosed to the Franchisor in writing or set forth in the financial statements of the Developer that have been provided to the Franchisor;
- (k) Each of the Developer's Principals will execute the Guaranty attached hereto;
- (l) The Developer will, at all times, maintain sufficient working capital to fulfill its obligations under this Agreement and the Franchise Agreements; and
- (m) The Developer will not use the Proprietary Marks or any words contained in or similar to the Proprietary Marks as part of its corporate or other legal name, and will not file for or change its corporate or other legal name without the express written consent of the Franchisor.
- (n) The representations, warranties and covenants contained in this Article are continuing obligations of the Developer and the Principals and that any failure to comply with such representations, warranties and covenants will constitute a material breach of this Agreement.

### **6.3 OPERATING PRINCIPAL**

Upon the execution of this Agreement, the Developer will designate an individual approved by the Franchisor to serve as the Operating Principal of the Developer. If the Developer is an individual, the Developer will perform all obligations of the Operating Principal. The Operating Principal will: (a) devote his or her full time to the supervision and conduct of the Developer's business and obligations pursuant to this Agreement; (b) meet the Franchisor's educational and experience requirements and the other standards set forth in the Manuals or otherwise set forth in writing by the Franchisor. If the Operating Principal is at any time replaced by the Developer, then a new Operating Principal meeting the requirements of this Article will be designated by the Developer within 30 days. The Developer will provide the Franchisor with the name and experience of the new Operating Principal at least five days before hire, the new Operating Principal will begin training required by the Franchisor within 30 days of the date of hire, and the new Operating Principal will successfully complete the training within the time frame established by the Franchisor. The Developer will provide for interim management of the Developer's business by qualified personnel approved by the Franchisor in accordance with this Agreement until the new Operating Principal is hired.

#### **6.4 CONDUCT**

In all dealings with customers, suppliers and public officials, the Developer will adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct and will not take any action that would cause the Franchisor to be in violation of any federal, state or local laws, rules or regulations.

#### **6.5 CONVENTIONS**

The Operating Principal or another person designated by the Developer will attend all Pizzeria Uno franchisee conventions hosted by the Franchisor unless the Developer obtains the Franchisor's prior written approval of non-attendance. The Developer will be responsible for paying the convention registration fees and all expenses for the Operating Principal and all other persons who attend the convention on behalf of the Developer, including costs for travel, lodging, meals and wages. The foregoing notwithstanding, the Franchisor may prohibit convention attendance by the Developer or persons on its behalf if the Franchisor has given the Developer written notice of an Event of Default under this Agreement and the Event(s) of Default specified in the written notice have not been corrected by the Developer.

#### **6.6 COMPLIANCE WITH AGREEMENT**

The Developer and the Principals represent, warrant and covenant that they will comply with all other requirements and will perform all other obligations in accordance with the terms and conditions of this Agreement.

### **ARTICLE 7** **MANUALS; CONFIDENTIALITY**

#### **7.1 CONDUCT OF BUSINESS**

To protect the reputation and goodwill of the Franchisor and to maintain the Standards and Specifications of operation under the Franchisor's Proprietary Marks and the Business System, the Developer will conduct its business in accordance with the Manuals applicable to each restaurant concept being developed by the Developer, other written directives which the Franchisor may issue to the Developer from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created by the Franchisor for use in the development and operation of the Uno Restaurants.

#### **7.2 LOAN OF MANUALS**

The Manuals provided to the Developer by the Franchisor are on loan to the Developer and will at all times remain the sole property of the Franchisor. The Developer will at all times keep the Manuals in a secure place on the Developer's business premises, and will return the Manuals to the Franchisor immediately upon request or upon termination or expiration of this Agreement. The Manuals and all other written directives, manuals and materials issued by the Franchisor, including the Site Selection Handbook (as defined in the Franchise Agreement), will supplement this Agreement.

#### **7.3 REVISIONS AND UPDATES TO THE MANUALS**

The Franchisor may from time to time revise the contents of each of its Manuals and the contents of any other manuals and materials created for the development and operation of the Uno Restaurants. The Developer will keep the Manuals current and up-to-date and will comply with all revisions and updates published by the Franchisor. In the event of any dispute as to the contents of the Manuals, the terms of the master copies of the Manuals maintained by the Franchisor will control. The Developer will pay the Franchisor for all costs incurred by the Franchisor to replace any Manuals that are lost, damaged or destroyed by the Developer.

#### **7.4 CONFIDENTIAL INFORMATION**

The Developer and the Principals will not: (a) at any time, communicate, divulge or use any Confidential Information (as defined in Article 18.6) for the benefit of any other person, partnership, entity, association or corporation, (b) following the expiration or termination of this Agreement, use any Confidential Information for their own or any other person's benefit, or (c) at any time, without the Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part, or otherwise make it available to any unauthorized person.

#### **7.5 IMPROVEMENTS**

If the Developer or the Principals develop any new or revised concept, product, recipe, trademark, service mark, branding concept, process or improvement in or related to the operation or promotion of the Uno Restaurants or Business System (including, without limitation, computer software enhancements) ("Improvements"), then the Developer will promptly provide the Franchisor with a detailed summary of the Improvements. The Developer and the Principals acknowledge and agree that: (a) all Improvements made by the Developer are the property of the Franchisor; (b) the Developer will execute and deliver any documents or instruments required by the Franchisor to memorialize or evidence the Franchisor's ownership of the Improvements; (c) the Franchisor will have the right to incorporate any or all of the Improvements into the Business System and/or Proprietary Marks; and (d) the Franchisor will have the right to use and authorize its Affiliates, franchisees and developers to use any or all Improvements in the operations of any or all Uno Restaurants owned, operated or licensed by the Franchisor or its Affiliates without any compensation to the Developer.

### **ARTICLE 8** **NONCOMPETITION COVENANTS**

#### **8.1 IN-TERM COVENANTS**

The Developer and the Principals will receive valuable training and Confidential Information which are beyond the present skills and experience of the Developer, the Principals and other employees of the Developer. The Developer and the Principals acknowledge that the specialized training and Confidential Information will provide them with a competitive advantage and will be valuable to them in the development and operation of the Uno Restaurants, and that gaining access to the specialized training and Confidential Information is a primary reason why they are entering into this Agreement. During the Term, the Developer and the Principals will not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, entity or corporation: (a) divert, or attempt to divert, any business or customers of the Uno Restaurant to any "Competitive Business," as defined below, or do or perform any act that would be injurious or prejudicial to the goodwill associated with the Proprietary Marks or the Business System; or (b) own, maintain, operate, engage in, or have any financial, stock or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any "Competitive Business," at any location within the United States or in any foreign jurisdiction where the Franchisor has registered or is seeking to register any of the Proprietary Marks. For purposes of this Agreement, a "Competitive Business" will mean: (i) any business that is of a character and concept similar to either an Uno Restaurant; (ii) any fast casual or casual dining restaurant business as those market segments are defined by then-current industry standards; or (iii) any food service business or restaurant that offers Chicago-style deep dish pizza as a menu item or that offers any style of pizza.

## **8.2 POST-TERM COVENANTS**

During the One-Year Time Period (as defined in Article 18.9), the Developer and the Principals will not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, entity or corporation: (a) divert, or attempt to divert, any business or customer of the Uno Restaurants to any competitor or do or perform any other act that would be injurious or prejudicial to the goodwill associated with the Proprietary Marks and the Business System; or (b) own, maintain, operate, engage in or have any financial, stock or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any Competitive Business which is located within the Territory or within a ten mile radius of any Uno Restaurant, any Alternative Distribution Site or other food service facility operated or licensed by the Franchisor or its Affiliates that is in existence, under construction or under contract as of the beginning of the One-Year Time Period.

## **8.3 CONDITIONS**

The Franchisor agrees that the covenants contained in this Article will not prohibit ownership, by the Developer or the Principals in the aggregate, of up to 5% of the total number of outstanding shares of any corporation whose equity securities are publicly traded on any recognized stock exchange. The Developer and the Principals acknowledge and agree that each of the covenants contained in this Article are: (a) reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary for the Franchisor to protect the goodwill associated with the Proprietary Marks, the Business System and the other business interests of the Franchisor and the Franchisor's developers and franchisees, and (b) will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any covenant in this Article is held to be unreasonable or unenforceable in a final decision by any court, then the Franchisor, the Developer and the Principals will be bound by the terms and conditions of the lesser covenant provided for by the court. The Franchisor will have the unilateral right, in its sole discretion, to reduce the scope and limitation of any covenant contained in this Article by giving written notice to the Developer and the Principals. No claim that the Developer or any Principal may have against the Franchisor, whether or not arising from this Agreement, will constitute a defense to the enforcement by the Franchisor of the covenants in this Article.

## **8.4 INJUNCTIVE RELIEF**

The Developer and the Principals acknowledge that a violation of the terms of this Article would result in irreparable injury to the Franchisor for which no adequate remedy at law may be available, and accordingly, the Developer and the Principals consent to the issuance of an injunction prohibiting any conduct by the Developer or the Principals in violation of the terms of this Article without the necessity of showing actual or threatened harm, likelihood of success on the merits of the claims and without being required to furnish a bond or post other security. The Developer and the Principals agree to pay all court costs and reasonable attorneys' fees incurred by the Franchisor in connection with the enforcement of this Article, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of this Article.

**ARTICLE 9**  
**TRANSFER OF INTEREST**

**9.1 FRANCHISOR'S TRANSFER RIGHTS**

The Franchisor will have the absolute and unilateral right to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement to any person or legal entity. Specifically, but without limitation, the Franchisor will have the absolute right to: (a) sell its assets, the Proprietary Marks and/or the Business System to a third party, (b) offer to sell its capital stock or securities privately or publicly, (c) merge, spin-off, acquire other corporations or be acquired by another corporation or entity, or (d) undertake a refinancing, recapitalization, leveraged buy out or other economic or financial restructuring. The Developer expressly and specifically waives any claims, demands or damages against the Franchisor and any affiliated companies of the Franchisor arising from or related to the sale, assignment or transfer of the Proprietary Marks or the Business System from the Franchisor to any other party or any of the transactions set forth in this Article. Upon the consummation of any of the transactions set forth in this Article which result in this Agreement being transferred to a third party, then the third party transferee will be solely responsible for complying with all of the terms, conditions, obligations and duties contained in this Agreement. Nothing contained in this Agreement will require the Franchisor to offer any services or products, whether or not bearing the Proprietary Marks, to the Developer if the Franchisor assigns its rights in this Agreement.

**9.2 DEVELOPER'S TRANSFER RIGHTS**

The rights and duties set forth in this Agreement are personal to the Developer, and the Franchisor has entered into Agreement in reliance on the business skill, financial capacity and personal character of the Developer and the Principals. Accordingly, the Developer and the Principals will not have the right to effectuate any Transfer (as defined in 18.15) without the prior written consent of the Franchisor, and any Transfer without the Franchisor's prior written consent will be void.

**9.3 CONDITIONS TO TRANSFER.**

If the Developer or any Principal wishes to cause or effectuate a Transfer, then the transferor and the proposed transferee will request the Franchisor's consent not later than 30 days prior to the anticipated closing date of the Transfer. As a condition to the Franchisor approving any Transfer request, the Developer (and, if applicable, the Principals) and the transferee agree that on or before the closing date of the Transfer they will comply with the following terms and conditions:

- (a) The Developer will pay the Franchisor and the Franchisor's Affiliates in full for all monetary obligations payable by the Developer under this Agreement and under any other agreements, and will provide the Franchisor with evidence satisfactory to the Franchisor of the Developer's ability to pay such monetary obligations on or before the closing date of the Transfer;
- (b) No Event of Default will exist under this Agreement, and the Developer will be in substantial compliance with all of the terms and conditions of this Agreement and any Franchise Agreement or other agreement between the Franchisor and the Developer;
- (c) The Developer and the Principals will execute a general release, in a form satisfactory to the Franchisor, releasing the Franchisor and its officers, directors, shareholders, agents and employees, in their corporate and individual capacities, from any and all claims, including, without limitation claims arising under this Agreement or under any Franchise Agreement or other agreement with Franchisor executed pursuant to this Agreement, and under any and all federal, state and local laws, rules and regulations;

- (d) The transferee will: (i) meet the financial, educational, managerial, business and credit standards required by the Franchisor, (ii) be of good moral character, (iii) possess the aptitude and business ability required to develop the Uno Restaurants, and (iv) have the capital required to develop the Uno Restaurants in compliance with the Development Schedule;
- (e) The transferee and the transferee's principals (if applicable) will (i) enter into a written agreement, in a form satisfactory to the Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the Transfer, all obligations, covenants and agreements contained in this Agreement, and (ii) will execute all other agreements required by the Franchisor and the Franchisor's legal counsel necessary to properly document the Transfer;
- (f) The Developer will pay the Franchisor a transfer fee of \$20,000;
- (g) The Developer will remain liable for all obligations to the Franchisor in connection with this Agreement incurred prior to the effective date of the Transfer and will execute any and all agreements and documents requested by the Franchisor to evidence that liability;
- (h) The transferee has agreed, in writing, that the transferee, the transferee's Operating Principal and any other applicable personnel, will complete all training programs required for new developers, at the transferee's expense, within the time specified by the Franchisor;
- (i) The transferee will not grant a security interest in this Agreement or in any of the Developer's assets without the Franchisor's prior written consent, which will not be unreasonably withheld. In connection therewith, the secured party will be required by the Franchisor to agree that in the event of any default by the Developer under any documents related to the security interest, the Franchisor will have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of the Developer; and
- (j) The Developer and the Principals acknowledge and agree that each of the above conditions is reasonable and necessary to assure the transferee's performance of the obligations under this Agreement.

#### **9.4 FRANCHISOR'S RIGHT OF FIRST REFUSAL**

If the Developer or a Principal wishes to cause or effectuate a Transfer pursuant to any bona fide offer received from a third party, then such proposed transferor will promptly notify the Franchisor in writing of the offer, and will provide the information and documentation relating to the offer as the Franchisor may require. The Franchisor will have the right and option, exercisable within 30 days after receipt of written notification and copies of all documentation requested by the Franchisor, to notify the transferor in writing that the Franchisor intends to acquire the transferor's interest on the same terms and conditions offered by the third party. Unless otherwise agreed to in writing, the closing on the Transfer to the Franchisor will take place within 90 days from the date the Franchisor receives and obtains all necessary permits and approvals to complete the Transfer as determined by the Franchisor. Any material change in the terms of any offer will constitute a new offer subject to the same rights and options of the Franchisor as in the case of an initial offer. Failure of the Franchisor to exercise the right of first refusal afforded by this Article will not constitute a waiver of any other provision of this Agreement with respect to a proposed Transfer, including all of the transfer requirements of Article 9.3.



## **9.5 DEATH OR PERMANENT DISABILITY**

If the Developer is an individual, then in the event of the death or permanent disability of the Developer, this Agreement may be assigned, transferred or bequeathed by the Developer to any designated person or beneficiary without the payment of any transfer fee. However, the assignment of this Agreement to the transferee, assignee or beneficiary of the Developer will be subject to the applicable provisions of Article 9.3, and will not be valid or effective until the Franchisor has received the properly executed legal documents which its attorneys deem necessary to properly and legally document the transfer, assignment or bequest of this Agreement. The transferee, assignee or beneficiary must agree to be unconditionally bound by the terms and conditions of this Agreement and to personally guarantee the performance of the Developer's obligations under this Agreement. Furthermore, the transferee, assignee or beneficiary must complete all training programs required by the Franchisor for new developers, at an approved training site designated by Franchisor. There will be no charge to the transferee, assignee or beneficiary for the training program, but the salary and expenses of the transferee, assignee or beneficiary will be paid by the transferee, assignee or beneficiary.

## **9.6 ENFORCEMENT**

The Franchisor's consent to a Transfer of any interest described herein will not constitute a waiver of any claims which the Franchisor may have against the transferor, nor will it be deemed a waiver of the Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

## **9.7 SALE OF INTERESTS TO PUBLIC**

Securities or partnership interests in the Developer may be offered to the public only with the prior written consent of the Franchisor. All materials required for an offering by federal or state law will be submitted to the Franchisor for a limited review as discussed below prior to being filed with any governmental agency, official or authority. Any materials to be used in any exempt offering will be submitted to the Franchisor for such review prior to their use. The offering by the Developer may not state or imply (by use of the Proprietary Marks or otherwise) that the Franchisor is participating in the underwriting, issuance or offering of securities by the Developer. The Franchisor's review of any offering materials will be solely for the purpose of determining that the Developer is complying with the terms of this Agreement. The Franchisor may, at its option, require the Developer's offering materials to contain a written statement prescribed by the Franchisor concerning the relationship between them. The Developer, its Principals and the other participants in the offering will fully indemnify the Franchisor and its officers, directors, shareholders, partners, agents, independent contractors and employees for any damages or liabilities they may incur in connection with the offering. The Developer will pay the Franchisor \$20,000 to reimburse the Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. The Developer will give the Franchisor 30 days prior written notice of any offering or other transaction covered by this Article.

## **9.8 TRANSFERS BETWEEN PRINCIPALS OR TO AN AFFILIATE**

The Developer and each of its Principals, as applicable, may cause or effectuate a Transfer of their respective interests in the Developer, by and amongst themselves, with the Franchisor's prior written consent. The Developer may Transfer its rights and obligations under this Agreement, in whole or in part, to a corporation or other legal entity formed solely for the convenience of ownership, with the Franchisor's prior written consent and subject to the requirement that any such corporation or entity is owned and controlled by the Developer, or by the Principals in the same proportion and manner as the Developer. The Franchisor's consent to any Transfer pursuant to

this Article 9.8 may be conditioned upon compliance with any or all of the terms of this Article; provided, however, that a Transfer pursuant to this Article 9.8 will not be subject to the Franchisor's right of first refusal set forth in Article 9.4.

## **ARTICLE 10** **CONSENTS AND NONWAIVER**

### **10.1 FRANCHISOR'S CONSENTS**

Whenever this Agreement requires the prior approval or consent of the Franchisor, the Developer will make a timely written request to the Franchisor, and such approval or consent will be obtained in writing. The Franchisor will not unreasonably withhold its consent, except as otherwise provided herein.

### **10.2 DEVELOPER'S RELIANCE**

The Franchisor makes no warranties or guarantees upon which the Developer may rely, and assumes no liability or obligation to the Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to the Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

### **10.3 NO WAIVER**

No delay, waiver, omission or forbearance on the part of the Franchisor to exercise any right, option, duty or power arising out of any breach or default by the Developer or the Principals under this Agreement will constitute a waiver by the Franchisor to enforce any such right, option, duty or power against the Developer or the Principals, or as to a subsequent breach or default by the Developer or the Principals. The Franchisor's acceptance of any Payments due to it hereunder subsequent to the time at which such Payments are due will not be deemed to be a waiver by the Franchisor of any preceding breach by the Developer or the Principals of any terms, provisions, covenants or conditions of this Agreement. The Franchisor's receipt or acceptance of any reports, statements or Payments, or its cashing of any checks or processing of electronic funds transfers, will not preclude the Franchisor from contesting the accuracy of any Payment or report. If any inconsistencies or mistakes are discovered in any Payments or reports made by the Developer, then the Developer will immediately correct the error and make all Payments due to the Franchisor.

## **ARTICLE 11** **INDEPENDENT CONTRACTORS**

### **11.1 INDEPENDENT CONTRACTORS**

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that the Developer will be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, Affiliate, joint venturer, partner, employee, joint employer or servant of the other for any purpose. The Developer will at all times during the Term hold itself out to the public as an independent contractor conducting its business and development operations pursuant to the rights granted by the Franchisor.

### **11.2 NO LIABILITY OF FRANCHISOR**

The Developer understands and agrees that nothing in this Agreement authorizes the Developer or any of the Principals to make any contract, agreement, warranty or representation on the Franchisor's behalf, or to incur any debt or other obligation in the Franchisor's name. The Franchisor will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act, error or omission of the Developer, any of the Principals,

or any officer, director, agent, representative, independent contractor or employee of the Developer, or for any claim or judgment arising therefrom.

## **ARTICLE 12**

### **DEFAULT, REMEDIES AND TERMINATION**

#### **12.1 OBLIGATIONS OF DEVELOPER**

The Developer acknowledges and agrees that each of the Developer's obligations described in this Agreement is a material and essential obligation of the Developer; that nonperformance of any of such obligations will adversely and substantially affect the Franchisor and the Business System; and that the exercise by the Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

#### **12.2 EVENTS OF DEFAULT; IMMEDIATE TERMINATION**

The Developer will be in default under this Agreement, and all of the rights granted to the Developer under this Agreement will automatically terminate without notice to the Developer upon the following Events of Default: (a) the Developer becomes insolvent or makes a general assignment for the benefit of creditors; (b) the Developer files a voluntary petition under any bankruptcy law or under any similar law or statute, or admits in writing its inability to pay its debts when due; (c) the Developer is adjudicated bankrupt or insolvent in proceedings filed against the Developer under any bankruptcy laws or under any similar law or statute; or if a bill in equity or other proceeding for the appointment of a receiver of the Developer or other custodian for the Developer's business or assets is filed and consented to by the Developer, or if a receiver or other custodian (permanent or temporary) of the Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (d) proceedings for a composition with creditors are instituted by or against the Developer; (e) a final judgment against the Developer remains unsatisfied or of record for 30 days or longer (unless an appeal bond is filed); (f) the Developer is dissolved; (g) execution is levied against the Developer's business or property; (h) suit to foreclose any lien or mortgage against the premises or equipment of the Developer's business or any of the Uno Restaurants developed by the Developer is instituted against the Developer and not dismissed within 30 days; (i) the real or personal property of the Developer's business or any of the Uno Restaurants developed by the Developer is sold after levy thereupon by any sheriff, marshal, constable or other government official; (j) the Developer or any Principal attempts to effectuate any Transfer without the Franchisor's prior written consent; or (k) the Franchisor gives the Developer notice of default pursuant to Article 12.3 and Article 12.4 three or more times during any period of 12 consecutive months.

#### **12.3 EVENTS OF DEFAULT; TERMINATION ON NOTICE**

The Developer will be in material default of this Agreement, and the Franchisor will have the absolute right to terminate this Agreement subject only to any opportunity to cure the default provided below, by giving written notice to the Developer, upon the occurrence of any of the following Events of Default: (a) the Developer fails, refuses or neglects promptly to pay any monies owing to the Franchisor, any Affiliate of the Franchisor or any vendor or supplier, when due under this Agreement, any Franchise Agreement or any other agreement, or to submit the financial or other information required by the Franchisor under this Agreement; (b) the Developer fails to comply with the Development Schedule; (c) the Developer fails to enter into each Franchise Agreement in accordance with ARTICLE 4; (d) the Developer or any of the Principals is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude or any other crime or offense that the Franchisor believes will have an adverse effect on the Business System or the Proprietary Marks; (e) a threat or danger to public health or safety results from the

construction, maintenance or operation of any Uno Restaurant developed pursuant to this Agreement; (f) the Developer or any of the Principals discloses or divulges any Confidential Information to any third party; (g) the Developer maintains false books or records or submits any false reports to the Franchisor; (h) the Developer uses the Proprietary Marks in violation of Article 19.4 or otherwise materially impairs the goodwill associated with the Proprietary Mark; (i) the Developer or any Affiliate of the Developer breaches any franchise or other agreement between the Franchisor and the Developer or an Affiliate of the Developer and does not cure such default within any required cure period; or (j) the Developer fails in any respect to comply with any material term, condition or covenant of, or breaches any representation or warranty contained in, this Agreement.

#### **12.4 NOTICE OF BREACH; OPPORTUNITY TO CURE**

Except as provided for in Article 12.2 of this Agreement, the Franchisor will not have the right to terminate this Agreement until written notice setting forth the Event(s) of Default has been given to the Developer by the Franchisor and after receiving the written notice from the Franchisor, the Developer fails to correct or cure the Event(s) of Default within the time specified by applicable law. If applicable law does not specify a time period to correct or cure the Event(s) of Default, then the Developer will have 30 days after receipt of the written notice to cure or correct the Event(s) of Default, except where the written notice states that the Event(s) of Default relate to the delinquent payment of any fees or other monies payable to the Franchisor and/or its Affiliates under this Agreement, in which case the Developer will have 10 days after receipt of the written notice to correct or cure the Event(s) of Default by making full payment (together with interest as provided for in this Agreement) to the Franchisor and/or its Affiliates.

#### **12.5 NOTICE OF TERMINATION**

Except as provided in Article 12.2, if the Franchisor has complied with the provisions of Article 12.4 and the Developer has not corrected the alleged breach set forth in the written notice within the applicable time period specified in this Agreement, then the Franchisor will have the absolute right to terminate this Agreement by giving the Developer written notice stating to the Developer that this Agreement is terminated and in that event, the effective date of termination of this Agreement will be the day the written notice of termination is received by the Developer.

#### **12.6 FRANCHISOR'S OTHER REMEDIES**

Upon the occurrence of an Event of Default by the Developer under Article 12.2, or in the event the Developer fails to cure an Event of Default in accordance with Article 12.3 and Article 12.4, the Franchisor may, in its sole discretion, as an alternative to exercising its option to terminate this Agreement, do any one or more of the following: (a) terminate or modify any territorial rights granted to the Developer in Article 1.1 and Article 1.2; (b) reduce the geographic area for which such territorial rights have been granted; (c) reduce the number of Uno Restaurants which the Developer may establish pursuant to ARTICLE 4; or (d) pursue any other remedy the Franchisor may have at law or in equity.

#### **12.7 RIGHTS CUMULATIVE**

All rights and remedies of the parties to this Agreement will be cumulative to, and not alternative to or exclusive of, any other rights or remedies which are provided for herein or which may be available at law or in equity. The rights and remedies of the parties to this Agreement will be continuing and will not be exhausted by any one or more uses thereof, and may be exercised at any time as often as may be expedient, and any option or election to enforce any such right or remedy may be exercised or taken at any time. The expiration, earlier termination or exercise of the Franchisor's rights pursuant to Article 9.4 of this Agreement will not discharge or release the

Developer or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

#### **12.8 DAMAGES; ATTORNEYS' FEES**

The Developer and the Principals will pay to the Franchisor all damages incurred by the Franchisor as a result of any breach of this Agreement by the Developer, as well as all costs and expenses, including interest and reasonable attorneys' fees, incurred by the Franchisor in connection with obtaining any remedy available to the Franchisor for any violation of this Agreement and subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement. If the Developer files a bankruptcy petition or is adjudicated bankrupt or insolvent in proceedings filed under any bankruptcy laws, and if the Franchisor incurs any damages, costs or expenses as a result of such bankruptcy proceedings in seeking to enforce the terms of this Agreement, in seeking to compel compliance with, assumption and/or rejection of this Agreement, or in seeking payment of any sums due pursuant to this Agreement, then the amount of such damages, costs or expenses incurred or paid by the Franchisor will be awarded to the Franchisor by the bankruptcy court and will be immediately due and payable to the Franchisor by the Developer as debtor or the trustee in bankruptcy, as the case may be, in accordance with the terms of the bankruptcy court order.

#### **12.9 FRANCHISOR'S RIGHT TO CEASE DELIVERY UPON DEFAULT**

Upon the occurrence of an Event of Default, the Franchisor and its Affiliates will have the right to stop providing or selling any goods or services to the Developer until the Developer has cured the Event of Default, and/or the right to require the Developer to pay C.O.D. or by certified check for any goods or services requested by the Developer from the Franchisor or an Affiliate. The Franchisor's exercise of its rights under this Article will not be deemed a constructive termination of this Agreement or change in the Developer's competitive circumstances, and the Developer will not be relieved of any obligation under this Agreement as a result of the Franchisor's actions.

#### **12.10 NO EQUITY UPON TERMINATION**

The Developer's rights regarding the development rights granted pursuant to this Agreement will be controlled by this Agreement. The Developer will have no equity or other continuing interest in the development rights, any goodwill associated with the Restaurants or the Proprietary Marks, or any right to compensation or refund, upon the expiration or termination of this Agreement.

### **ARTICLE 13**

#### **DEVELOPER'S OBLIGATIONS UPON TERMINATION OR EXPIRATION**

##### **13.1 TERMINATION OF DEVELOPMENT RIGHTS**

Upon the termination or expiration of this Agreement, the Developer will have no right to establish or operate any Uno Restaurant for which a Franchise Agreement has not been executed by the Franchisor and delivered to the Developer, and the Initial Franchise Fee paid by the Developer to the Franchisor, before termination or expiration of this Agreement.

##### **13.2 REVERSION OF RIGHTS TO FRANCHISOR**

If the Franchisor exercises any of its rights in Article 12.6, or if this Agreement expires or is terminated, the Franchisor will be entitled to establish, and to license others to establish, Uno Restaurants in the Territory, or in the portion thereof no longer part of the Territory, or pursuant to any other modification of the Developer's territorial rights, except as may be otherwise provided under any Franchise Agreement which is then in effect between the Franchisor and the Developer or any approved Affiliate of the Developer.

### **13.3 FRANCHISE AGREEMENTS NOT AFFECTED**

No Event of Default under this Agreement will constitute a default under any Franchise Agreement between the parties (including any approved Affiliate of the Developer) hereto, unless the default is also a default under the terms of such Franchise Agreement.

### **13.4 FRANCHISOR'S RIGHT TO PURCHASE**

Upon the occurrence of an Event of Default and the termination of this Agreement, the Franchisor will have the right to purchase the assets of all of the Uno Restaurants opened pursuant to Franchise Agreements executed under the terms of this Agreement. The terms and conditions of the purchase transaction, including but not limited to, the purchase price for the assets of such Uno Restaurants, will be determined in accordance with the provisions contained in the applicable Franchise Agreement permitting the Franchisor to purchase, at its option, such assets upon termination or expiration of the Franchise Agreement.

### **13.5 CONTINUATION OF CONFIDENTIALITY AND NON-COMPETITION OBLIGATIONS**

Upon termination or expiration of this Agreement, the Developer and the Principals will comply with the restrictions on Confidential Information contained in ARTICLE 7 and the covenants contained in ARTICLE 8.

## **ARTICLE 14 INDEMNIFICATION**

### **14.1 INDEMNIFICATION BY DEVELOPER AND PRINCIPALS**

The Developer and each of the Principals will, at all times, defend with counsel of the Franchisor's choosing, indemnify and hold harmless to the fullest extent permitted by law, the Franchisor, its officers and directors, its Affiliates, and its Affiliates' officers and directors from all Losses and Expenses (as defined in Article 18.8) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) that arises out of, relates to or is based upon any of the following: (a) the infringement, alleged infringement or any other violation or alleged violation by the Developer or any of the Principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; (b) the violation, breach or asserted violation or breach by the Developer or any of the Principals of any federal, state or local law, rule or regulation; (c) libel, slander or any other form of defamation of the Franchisor, the Business System or any developer or franchisee operating under the Business System, by the Developer or the Principals; (d) the violation or breach by the Developer or by any of the Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between the Developer and the Franchisor; and (e) any acts, errors or omissions of the Developer, any of the Principals, or any officer, director, shareholder, partner, agent, representative, independent contractor or employee of the Developer in connection with the establishment or operation of any of the Uno Restaurants.

### **14.2 NOTICE OF CLAIMS AND ACTIONS**

The Developer will give the Franchisor immediate notice of any action, suit, proceeding, claim, demand, inquiry or investigation brought against the Developer or the Uno Restaurants. The Franchisor may, at its option, designate counsel of its own choosing, at the Developer's expense, with respect to the defense and/or settlement of such action, suit, proceeding, claim, demand, inquiry or investigation brought against the Developer or the Uno Restaurants. This undertaking by the Franchisor will not diminish or effect the Developer's and the Principals' indemnification obligations under this Article.

### **14.3 SETTLEMENTS**

In order to protect persons or property, its reputation or goodwill, or the reputation or goodwill of others, the Franchisor may, at any time and without notice to the Developer or the Principals, in its sole judgment and discretion, consent or agree to settlements or take other remedial or corrective action as it deems expedient with respect to any action, suit, proceeding, claim, demand, inquiry or investigation if, in the Franchisor's sole judgment, there are reasonable grounds to believe that the settlement is in the best interests of all parties.

### **14.4 LOSSES AND EXPENSES**

All Losses and Expenses incurred under this Article will be chargeable to and paid by the Developer or the Principals pursuant to their obligations of indemnity under this Article, regardless of any settlement, actions, activity or defense undertaken by the Franchisor or the subsequent success or failure of any settlements, actions, activity or defense.

### **14.5 LITIGATION**

Under no circumstances will the Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim against the Developer or any of the Principals. The Developer and the Principals agree that the failure to pursue such recovery or mitigate loss will not reduce the amounts recoverable from the Developer or any of the Principals by the Franchisor. The Developer and the Principals expressly agree that the terms of this Article will survive the termination, expiration or transfer of this Agreement or any interest herein.

## **ARTICLE 15** **VENUE AND JURISDICTION**

### **15.1 VENUE AND JURISDICTION**

All litigation, court proceedings, lawsuits, court hearings and other hearings initiated by the Franchisor, the Developer and the Principals must and will be venued exclusively in the Federal District Court of Massachusetts or the appropriate Massachusetts state court in Suffolk County, Massachusetts. All non-judicial proceedings, such as mediation if agreed to by the parties, shall be heard in Boston, Massachusetts. The Franchisor, the Developer and the Principals and their respective officers, directors and shareholders do hereby agree and submit to personal jurisdiction in the State of Massachusetts for the purposes of any suit, proceeding or hearing brought to enforce or construe the terms of this Agreement or to resolve any dispute or controversy arising under, as a result of or in connection with this Agreement, or any Franchise Agreement executed pursuant to this Agreement, and do hereby agree and stipulate that any such suits, proceedings and hearings will be exclusively venued and held in Massachusetts. The Franchisor, the Developer and the Principals and their respective officers, directors and shareholders waive any rights to contest such venue and jurisdiction and any claims that such venue and jurisdiction are invalid and agree that service of process may be made upon any of them by any means permitted under Massachusetts law or federal law. Notwithstanding the foregoing, the Franchisor will have the right to commence an action against the Developer and/or the Principals in any court of competent jurisdiction for any actions against the Developer (a) for monies owed or (b) for injunctive relief or other extraordinary relief.

### **15.2 ACTIONS OCCURRING IN MASSACHUSETTS**

The Developer, the Principals and the Franchisor acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in West Roxbury, Massachusetts, and further acknowledge that the performance of certain obligations of the Developer arising under

this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of the Franchisor, will occur in West Roxbury, Massachusetts.

**15.3 WAIVER OF CERTAIN DAMAGE CLAIMS**

The Developer and the Principals hereby waive, to the fullest extent permitted by law, any right to or claim of any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against the Franchisor and its respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of any dispute, the Developer will be limited to the recovery of any actual damages sustained by it.

**15.4 LIMITATION OF ACTIONS**

If the Developer fails to give written notice to the Franchisor of any alleged breach within 12 months from the first day that the alleged breach of this Agreement by the Franchisor actually occurred, including any breach of this Agreement by the Franchisor based upon any state law, federal law or common law, then the alleged breach by the Franchisor will be deemed to be waived by the Developer, the alleged breach by the Franchisor will not be deemed to be a breach of this Agreement by the Franchisor, and the Developer will be absolutely barred from commencing any action against the Franchisor or from recovering any damages from the Franchisor for that specific alleged breach of this Agreement.

**ARTICLE 16**  
**NOTICES**

Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered, sent by pre-paid certified or registered mail, return receipt requested, or delivered by other means that affords the sender evidence of delivery or rejected delivery, to the parties at the following addresses until a different address is designated by written notice to the other parties:

Notices to the Franchisor: Pizzeria Uno Corporation  
100 Charles Park Road  
West Roxbury, Massachusetts 02132-4985  
Attention: General Counsel  
Facsimile: (617) 218-5378

Notices to the Developer  
and the Principals:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

For the purpose of this Agreement, personal service will include delivery of the written notice by a recognized overnight delivery service (UPS, Federal Express or Airborne Express) which requires a written receipt of delivery from the addressee. Any notice delivered in the manner specified herein will be deemed delivered and received, regardless of whether the notice is signed for by the recipient, if addressed to the recipient at the address set forth above or the last designated



or last known address of the recipient, and will be deemed effective upon written receipt of delivery to the recipient or three business days after being mailed.

## **ARTICLE 17**

### **SEVERABILITY AND CONSTRUCTION**

#### **17.1 SEVERABILITY**

Except as expressly provided to the contrary herein, each portion, Article, part, term and provision of this Agreement will be considered severable; and if, for any reason, any portion, Article, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this will not impair the operation of, or have any other effect upon, the other portions, Articles, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties; the invalid portions, Articles, parts, terms or provisions will be deemed not to be part of this Agreement; and there will be automatically added such portion, Article, part, term or provision as similar as possible to that which was severed which will be valid and not contrary to or in conflict with any law or regulation. Notwithstanding the above, and in addition to ARTICLE 8 of this Agreement, if any of the provisions of this Agreement concerning the protection of the Franchisor's Proprietary Marks is determined in any manner to be null, void or unenforceable under this Agreement, the Franchisor may terminate this Agreement immediately upon notice to the Developer.

#### **17.2 CAPTIONS**

The captions used in connection with the Articles and sub-Articles of this Agreement are inserted only for purpose of reference. The captions will not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect.

#### **17.3 BUSINESS JUDGMENT**

The Developer, the Principals and the Franchisor acknowledge that various provisions of this Agreement specify certain matters that are within the discretion or judgment of the Franchisor or are otherwise to be determined unilaterally by the Franchisor. If the exercise of the Franchisor's discretion or judgment as to any such matter is subsequently challenged, the parties to this Agreement expressly direct the trier of fact that the Franchisor's reliance on a business reason in the exercise of its discretion or judgment is to be viewed as a reasonable and proper exercise of such discretion or judgment, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

#### **17.4 ENTIRE AGREEMENT**

This Agreement, the documents referred to herein, and the Exhibits hereto, constitute the entire, full and complete agreement between the Franchisor and the Developer and the Principals concerning the subject matter hereof and will supersede all prior related agreements between the Franchisor and the Developer and the Principals. Except for those permitted to be made unilaterally by the Franchisor hereunder, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by the Franchisor in the Franchise Disclosure Document.

### **17.5 GOVERNING LAW**

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement and the relationship between the Franchisor, the Developer and the Principals will be governed by the laws of the state of Massachusetts; provided, however, if the Developer's Territory is located in the state of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New Jersey, New York, North Dakota, Rhode Island, South Dakota, Washington or Wisconsin, or if the laws of one of such states is otherwise applicable to this Agreement, then the Franchisor and the Developer will execute the State Law Addendum to this Agreement to amend and modify the provisions of this Agreement in accordance with the terms of such State Law Addendum.

## **ARTICLE 18** **DEFINITIONS**

For the purposes of this Agreement, the following terms will have the meanings set forth below:

### **18.1 ADDITIONAL RESTAURANT**

"Additional Restaurant" mean any Uno Restaurant developed and opened by the Developer under this Agreement in addition to the cumulative total number of Uno Restaurants which the Developer is required to develop and open under the Development Schedule.

### **18.2 AFFILIATE(S)**

"Affiliate" means any entity that is, directly or indirectly, controlled by, controlling or under common control with a referenced person or entity.

### **18.3 ALTERNATIVE DISTRIBUTION SITE**

\*"Alternative Distribution Site" will include any of the following: (a) any permanent, temporary or seasonal food service facility that provides a limited number or representative sample of the products and services normally offered by, and is located in smaller facilities than, an Uno Restaurant, including, without limitation, food court operations, kiosks, co-branded, licensed or other branded food service or entertainment locations, multi-brand facilities, quick service or fast casual food service facilities, food service sites at mass gathering locations (for example athletic stadiums, amusement parks and theme parks), Uno Due Go® Restaurants, Uno Express® locations, and "Takery" locations, and Uno® branded or non-branded delivery-only kitchen locations; (b) food service sites located within airports, airlines, train stations, bus terminals, highway rest areas and other transportation centers and distribution points; (c) in-room hotel dining or theater concessions; (d) grocery stores, convenience stores, warehouse stores, club stores and other non-restaurant retail locations; and (e) institutional food service sites, including without limitation in-flight meals, school cafeterias and food service sites on or in hospitals, colleges, universities and military bases.

### **18.4 BUSINESS SYSTEM**

"Business System" means the Franchisor's distinctive business system relating to the establishment and operation of Uno Restaurants and other products identified by the Proprietary Marks.

### **18.5 CONDITIONS**

"Conditions" will mean the requirements which must have been met before the grant of the right by the Franchisor to develop each Uno Restaurant will become effective as follows:

- (a) "Operational": The Developer and its Affiliates are in compliance with the Development Schedule, this Agreement and any other development agreement between the Developer or

its Affiliates and the Franchisor or its Affiliates. The Developer is conducting the operation of its existing Uno Restaurants, if any, and is capable of conducting the operation of the proposed Uno Restaurant (a) in accordance with the terms and conditions of this Agreement, (b) in accordance with the provisions of the respective Franchise Agreements, and (c) in accordance with the standards, specifications, and procedures set forth and described in the Manuals, as such Manuals may be amended from time to time, or otherwise in writing.

- (b) “Financial”: The Developer and the Principals satisfy the Franchisor’s then-current financial criteria for developers and Principals of Uno Restaurants with respect to the Developer’s operation of its existing Uno Restaurants, if any, and the proposed Uno Restaurant. No Event of Default relating to any monetary obligations owed to the Franchisor or its Affiliates under this Agreement, any Franchise Agreement or other agreement between the Developer or any of its Affiliates and the Franchisor or any of its Affiliates either has (i) occurred and is continuing or (ii) occurred during the 12 months preceding the Developer’s request for consent, whether or not such Event of Default was cured or curable.
- (c) “Legal”: The Developer has submitted to the Franchisor, in a timely manner, all information and documents requested by the Franchisor prior to and as a basis for the issuance of individual licenses or pursuant to any right granted to the Developer by this Agreement or by any Franchise Agreement, and has taken such additional actions in connection therewith as may be requested by the Franchisor from time to time. The Developer and the Principals have been and are faithfully performing all terms and conditions of this Agreement, each of the existing Franchise Agreements and any other agreement among the Franchisor, the Developer or any of their respective Affiliates.
- (d) “Ownership”: Neither the Developer nor any of its Principals (as applicable) will have transferred a Controlling Interest (defined as an equity ownership interest of 51% or more) in the Developer. The Developer and Principals upon whom the Franchisor has relied to perform the duties under this Agreement will continue to own and exercise control over a Controlling Interest in the Developer.

#### **18.6 CONFIDENTIAL INFORMATION**

“Confidential Information” means any and all information, knowledge, know-how, methods, trade secrets, techniques and materials used in or related to the Uno Restaurants or the Business System which the Franchisor may provide to the Developer in connection with this Agreement including, but not limited to, the Manuals, plans and specifications, marketing information and strategies, site evaluation and selection information and techniques, recipes and other information communicated in writing and through other means, including without limitation electronic or digital media (e.g., CD Rom, Internet, computer disk or video and audio tape).

#### **18.7 EVENT OF DEFAULT**

“Event of Default” means any violation or breach by the Developer or any of the Principals of any warranty, representation, agreement or obligation described in this Agreement, any amendment hereof or successor hereto or any other agreement between the Developer or its Affiliates and the Franchisor or its Affiliates. Events of Default include, but are not limited to, those described in Article 12.2 and Article 12.3

### **18.8 LOSSES AND EXPENSES**

“Losses and Expenses” include, without limitation, all damages, losses, compensatory, exemplary, incidental, consequential or punitive damages, fines, charges, costs, expenses, lost profits, legal fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor’s reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

### **18.9 ONE-YEAR TIME PERIOD**

“One-Year Time Period” will mean, with respect to the Developer, one year commencing upon the date of expiration, termination (regardless of the cause for termination) or Transfer of this Agreement; or, with respect to the Principals, one year commencing upon the earlier of: (i) the expiration, termination of or Transfer of this Agreement, or (ii) the time such individual or entity ceases to satisfy the definition of a Principal under this Agreement. The One-Year Time Period will not begin to run until the person or entity is in compliance with its obligations under this Agreement, and will be tolled during any intervening period of non-compliance.

### **18.10 PAYMENT**

“Payment” will mean the Developer’s payment of or obligation to pay the Territory Reservation Fee, Development Fee, Initial Franchise Fees, Royalty Fees, or any other amounts to be paid to the Franchisor pursuant to the terms of this Agreement.

### **18.11 THE DEVELOPER’S PRINCIPALS**

“Principals” include, collectively and individually, the Developer’s spouse (if the Developer is an individual), all officers and directors (including the officers and directors of any general partner or corporate shareholder) and all holders of a 5% or greater ownership interest (whether of stock in a corporation, partnership interest in a partnership or membership interest in a limited liability company) in the Developer and in any entity directly or indirectly controlling the Developer or its Affiliates. The initial Principals of the Developer will sign this Agreement as indicated below the signature of the Developer.

### **18.12 PROPRIETARY MARKS**

“Proprietary Marks” include the Franchisor’s trade names, service marks, trademarks, emblems, trade dress, logos and indicia of origin, including, but not limited to “Pizzeria Uno®” and “Uno®,” and such other trade names, service marks and trademarks as are now designated (and may hereafter be designated) by the Franchisor for use in connection with the Business System for the specific restaurant concept.

### **18.13 TRAVEL EXPENSES**

“Travel Expenses” will mean costs and expenses incurred by or assessed in connection with travel in or activities of the Franchisor’s employees, agents and/or representatives in the Territory, including, without limitation, hotel/lodging, local transportation, meals, and a per diem charge determined by the Franchisor in advance, with respect to other incidental expenses incurred by the Franchisor’s employees, agents and/or representatives including, without limitation, laundry and/or telephone expenses.

### **18.14 TAXES**

“Taxes” will mean any withholding, sales, use, value-added, remittance or other taxes, duties or other amounts (except income taxes payable by the Franchisor) that may be imposed upon Payments to be made by the Developer to the Franchisor or its Affiliates.

### **18.15 TRANSFER**

“Transfer” includes any sale, assignment, transfer, conveyance, pledge, hypothecation or encumbrance by the Developer or any of the Principals involving or relating to: (a) this Agreement or any interest in this Agreement, (b) any ownership interest in the Developer, including, but not limited to, ownership interests represented by common stock, membership interests, partnership interests and other securities, or (c) any or all of the Developer’s assets or the Uno Restaurant’s assets.

## **ARTICLE 19** **ACKNOWLEDGMENTS**

### **19.1 INDEPENDENT INVESTIGATION**

The Developer and the Principals acknowledge that they have each conducted an independent investigation of the restaurant development business contemplated by this Agreement and recognize that the success of this business venture involves substantial business risks and will largely depend upon the ability of the Developer and the Principals. The Franchisor expressly disclaims making, and the Developer and the Principals acknowledge that they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses or success of the business venture contemplated by this Agreement.

### **19.2 REVIEW OF AGREEMENT**

The Developer and Principals acknowledge that they have received, read and understand this Agreement and the related Exhibits and agreements and that the Franchisor has afforded them sufficient time and opportunity to consult with advisors, attorneys and accountants selected by them about the potential benefits and risks of entering into this Agreement.

### **19.3 RECEIPT OF DOCUMENTS**

The Developer and Principals acknowledge that they have received a complete copy of this Agreement and all related Exhibits and agreements prior to the date on which this Agreement was executed and have had an adequate time to review and understand the terms and conditions of this Agreement prior to signing. The Developer and Principals further acknowledge that they have received the Franchisor’s Franchise Disclosure Document at least 14 days (or sooner if required pursuant to applicable state law) prior to the date on which this Agreement was executed.

### **19.4 NO RIGHT TO USE PROPRIETARY MARKS, OPERATE AN UNO RESTAURANT OR DISTRIBUTE GOODS OR SERVICES**

This Agreement is not a franchise or license agreement and does not grant to the Developer any right or license to operate an Uno Restaurant, distribute goods or services, or any right to use or interest in the Proprietary Marks.

### **19.5 TIME IS OF THE ESSENCE**

The Franchisee acknowledges and agrees that TIME IS OF THE ESSENCE with respect to its performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first above written.

ATTEST:

THE FRANCHISOR:

Pizzeria Uno Corporation  
a Delaware corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

THE DEVELOPER:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Each of the undersigned Principals of the Developer agrees to be bound by all terms and conditions of this Agreement which by their terms are applicable to or binding upon the Principals, and represent that the percentage of ownership indicated below is accurate. In addition, the Operating Principal designated below individually, jointly and severally, makes all of the covenants, representations and agreements of the Developer and Operating Principal set forth in this Agreement.

In the Presence of:	Principals	Percentage of Ownership
_____	_____ Operating Principal	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

## **PERSONAL GUARANTY OF PRINCIPALS**

In consideration of the execution of the foregoing Development Agreement by Pizzeria Uno Corporation, each of the undersigned acknowledges and agrees as follows:

Each of the undersigned has read the terms and conditions of the Development Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to, the granting of the rights described in the Development Agreement, and that the Franchisor would not have entered into the Development Agreement without the execution and delivery of this Guaranty by each of the undersigned;

Each of the undersigned is included in the term “Principals” as defined in the Development Agreement;

Each of the undersigned individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Principals set forth in the Development Agreement and is obligated to perform thereunder, including without limitation those covenants and agreements relating to confidentiality and covenants not to compete;

Each of the undersigned individually, jointly and severally, unconditionally and irrevocably guarantees to the Franchisor and its successors and assigns that all of the obligations of the Developer under the Development Agreement will be punctually paid and performed;

Upon default by the Developer or notice from the Franchisor, the undersigned will immediately make each payment and perform each obligation required of the Developer under the Development Agreement. Without affecting the obligations of the undersigned under this Guaranty, the Franchisor may, without notice to the undersigned, renew, extend, modify, amend or release any indebtedness or obligation of the Developer, or settle, adjust or compromise any claims against the Developer;

Each of the undersigned waives all demands and notices of every kind with respect to this Guaranty and the Development Agreement, including, without limitation, notice of the amendment or modification of this Guaranty or the Development Agreement, the demand for payment or performance by the Developer, any default by the Developer or any Principal, and any release of any Principal or other security for the Development Agreement or the obligations of the Developer;

The Franchisor may pursue its rights against any of the undersigned without first exhausting its remedies against the Developer or any other Principal and without joining any other Principal, and no delay on the part of the Franchisor in the exercise of any right or remedy will operate as a waiver of such right or remedy, and no single or partial exercise by the Franchisor of any right or remedy will preclude the further exercise of such right or remedy;

ATTEST:

THE PRINCIPALS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_



**EXHIBIT A**

**TERRITORY, TERRITORY RESERVATION FEE, DEVELOPMENT FEE,  
AND DEVELOPMENT SCHEDULE**

**A. TERRITORY:** In accordance with Article 1.2, the Territory within which the rights and privileges granted to the Developer pursuant to this Agreement may be exercised is the geographic area described and delineated as follows: \_\_\_\_\_

**B. Territory Reservation Fee:** In accordance with Article 3.1, the Developer will pay the Franchisor a Territory Reservation Fee in the amount of \$\_\_\_\_\_ (equal to \$5,000 times the number of Uno Restaurants to be developed by the Developer) on the date of this Agreement.

**C. Development Fee:** In accordance with Article 3.2, the Developer will pay the Franchisor a Development Fee in the amount of \$\_\_\_\_\_ (equal to \$20,000 times the number of Full Service Restaurants to be developed by the Developer, plus \$15,000 times the number of Fast Casual Restaurants to be developed by the Developer, plus \$10,000 times the number of Take-Out and Delivery Restaurants to be developed by the Developer) on the date of this Agreement.

**D. DEVELOPMENT SCHEDULE:**

Development Period	Expiration Date Of Development Period	Full Service, Fast Casual, and/or Take-Out and Delivery Restaurant(s) To Be Opened During The Development Period			Execution Date For Each Franchise Agreement	Projected Opening Date For Each Uno Restaurant	Cumulative Total Number Of Uno Restaurants To Be Open And In Operation By The End Of The Development Period
		Full Service	Fast Casual	Take-Out and Delivery			
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Exhibit A on the day and year first above written.

ATTEST:

THE FRANCHISOR:

Pizzeria Uno Corporation  
a Delaware corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

THE DEVELOPER:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**PIZZERIA UNO CORPORATION**

**FRANCHISE AGREEMENT FOR A**

**PIZZERIA UNO RESTAURANT**

## EXHIBIT C

### CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“the Developer”) and \_\_\_\_\_ (“Covenantor”).

#### RECITALS

WHEREAS, Pizzeria Uno Corporation (“the Franchisor”), as a result of the expenditure of time, skill, effort and money, developed and owns a distinctive Business System (the “Business System”) for the development and operation of full-service restaurants under the name and marks “Pizzeria Uno®,” “Uno®,” “Uno Pizzeria & Grill®,” and other Proprietary Marks as defined below (the “Uno Restaurants”); and

WHEREAS, the Business System includes, but is not limited to, certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin, including, but not limited to, the marks “Pizzeria Uno®,” “Uno®,” “Uno Pizzeria & Grill®,” and such other trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin as the Franchisor may develop in the future to identify for the public in certain countries the source of services and products marketed under such marks (“Proprietary Marks”) and under the Business System and representing the Business System’s high standards of quality, appearance and service and distinctive exterior and interior design, decor, color scheme and furnishings, as well as special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; procedures for inventory and management and financial control; training and assistance; and advertising and promotional programs (“Trade Secrets”); all of which may be changed, improved and further developed by the Franchisor from time to time and are used by the Franchisor in connection with the operation of the Business System; and

WHEREAS, the Proprietary Marks and Trade Secrets provide economic advantages to the Franchisor and are not generally known to, and are not readily ascertainable through proper means by, the Franchisor’s competitors who could obtain economic value from knowledge and use of the Proprietary Marks and Trade Secrets; and

WHEREAS, the Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, the Franchisor has granted the Developer the limited right to operate an Uno Restaurant using the Business System and the Trade Secrets for the period defined in the Development Agreement made and entered into on \_\_\_\_\_, 20\_\_\_\_ (the “Development Agreement”), by and between the Franchisor and the Developer; and

WHEREAS, the Franchisor and the Developer have agreed in the Development Agreement on the importance to the Franchisor and to the Developer and other licensed users of the Business System of restricting the use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees, agents, independent contractors, officers, directors and interest holders of the Developer, or any entity having an interest in the Developer

to have access to and to use some or all of the Trade Secrets in the management and operation of the Developer's business using the Business System; and

WHEREAS, the Developer has agreed to obtain from those individuals and entities written agreements protecting the Trade Secrets and the Business System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become, employed by or associated with the Developer; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform his services for the Developer; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

### **Confidentiality Agreement**

1. The Franchisor and/or the Developer will disclose to Covenantor some or all of the Trade Secrets relating to the Business System. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data which the Franchisor provides to the Developer and/or Covenantor will be deemed confidential Trade Secrets for the purposes of this Agreement.
2. Covenantor will receive the Trade Secrets in confidence and will, at all times, maintain them in confidence, and use them only in the course of his/her employment by or association with the Developer and then only in connection with the development and/or operation by the Developer of an Uno Restaurant using the Business System for so long as the Developer is licensed by the Franchisor to use the Business System.
3. Covenantor will not at any time make copies or translations of any documents or compilations containing some or all of the Trade Secrets without the Franchisor's express written permission.
4. Covenantor will not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of the Developer and only to the limited extent necessary to train or assist other employees of the Developer in the development or operation of an Uno Restaurant using the Business System.
5. Covenantor will surrender any material containing some or all of the Trade Secrets to the Developer or the Franchisor, upon request, or upon termination of employment by or association with the Developer, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.
6. Covenantor will not at any time, directly or indirectly, do any act or omit to do any act that would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the Business System.
7. All manuals are loaned by the Franchisor to the Developer for limited purposes only and remain the property of the Franchisor and may not be reproduced, in whole or in part, without the Franchisor's written consent.

## Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the Business System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, Covenantor further agrees and covenants as follows:

- a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Developer's Uno Restaurant to any competitor.
- b. Not to employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by the Franchisor, any of its Affiliates, or any Developer or developer of the Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with the Developer's employment of such person if permitted under the Development Agreement.
- c. Except with respect to the Uno Restaurants described in the Development Agreement and other restaurants operated under Development Agreements between the Developer and its Affiliates, and the Franchisor or its Affiliates, not to directly or indirectly, for himself/herself or through, on behalf of, or in conjunction with any person, partnership or corporation, without the prior written consent of the Franchisor, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any Competitive Business (as defined below) at any location, within the United States or any foreign jurisdiction where the Franchisor or its Affiliates have registered or sought to register any of the Proprietary Marks. For purposes of this Agreement, a "Competitive Business" will mean any business that is of a character and concept similar to the Uno Restaurant, including (i) a casual dining restaurant business, as such market segment is defined by then-current industry standards, and (ii) any food service business or restaurant that offers Chicago-style deep dish pizza as a menu item or that offers any style of pizza as a primary menu item.

2. In further consideration for the disclosure to Covenantor of the Trade Secrets and to protect the uniqueness of the Business System, Covenantor agrees and covenants that for one year following the earlier of the expiration, termination or transfer of all of the Developer's interest in the Development Agreement or the termination of his employment by or association with the Developer, Covenantor will not without the prior written consent of the Franchisor:

- a. Divert, or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Uno Restaurant to any competitor.
- b. Employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by the Franchisor, any of its Affiliates, or any Developer or developer of the Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.
- c. Except with respect to other Uno Restaurants operated under Development Agreements between the Developer and its Affiliates and the Franchisor or its Affiliates, directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any

Competitive Business that is, or is intended to be, located within the Assigned Area, as such term is defined in the Development Agreement (and as described in the map attached thereto), or within a ten mile radius of the location of any Uno Restaurant or other Pizzeria Uno food service facility in existence or under construction (or where land has been purchased or a lease executed for the construction of an Uno Restaurant or other Pizzeria Uno food service facility) as of the earlier of: (i) the expiration or termination of, or the transfer of all of the Developer's interest in, the Development Agreement; or (ii) the time Covenantor ceases to be employed by or associated with the Developer, as applicable.

### **Miscellaneous**

1. The Developer will make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.
2. Covenantor agrees that in the event of a breach of this Agreement, the Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach, of any of the provisions hereof, the Franchisor will be entitled to enforce the provisions of this Agreement and will be entitled, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Development Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm, likelihood of success on the merits of the claims and without being required to furnish a bond or other security.
3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by the Franchisor and the Developer in enforcing this Agreement.
4. Any failure by the Franchisor or the Developer to object to or take action with respect to any breach of any provision of this Agreement by Covenantor will not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.
5. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF MASSACHUSETTS WITHOUT REFERENCE TO CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF/HERSELF TO THE JURISDICTION OF MASSACHUSETTS COURTS LOCATED IN SUFFOLK COUNTY, MASSACHUSETTS. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM/HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY MASSACHUSETTS LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE SUFFOLK COUNTY, MASSACHUSETTS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, THE FRANCHISOR OR THE DEVELOPER MAY BRING SUCH ACTION IN ANY COURT WHICH HAS JURISDICTION.
6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do

not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Franchisor. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which the Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder will be in writing and will be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to the Franchisor, the notice will be addressed to:

Pizzeria Uno Corporation  
100 Charles Park Road  
West Roxbury, Massachusetts 02132-4985  
Attention: General Counsel  
Facsimile: (617) 323 - 7170

If directed to the Developer, the notice will be addressed to:

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If directed to Covenantor, the notice will be addressed to:

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Any notice will be deemed to have been given at the time of personal delivery or receipt, or in the case of facsimile, telegram or telex, upon transmission (provided confirmation is sent as described above); provided, however, that if delivery is rejected, delivery will be deemed to have been given at the time of such rejection. Any change in the foregoing addresses will be effected by giving 15 days written notice of such change to the other parties.

9. The rights and remedies of the Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective Affiliates, successors and assigns. The



respective obligations of the Developer and Covenantor hereunder may not be assigned by the Developer or Covenantor, without the prior written consent of the Franchisor.

10. The Franchisor will be a third party beneficiary of this Agreement with the independent right to enforce the terms hereunder.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

**THE DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COVENANTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT D**

**STATE SPECIFIC ADDENDA TO FRANCHISE  
AND DEVELOPMENT AGREEMENTS**

**STATE SPECIFIC ADDENDA TO  
PIZZERIA UNO CORPORATION  
FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT**

This Addendum (this “Addendum”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pizzeria Uno Corporation, a Delaware corporation (“the Franchisor”), and \_\_\_\_\_, a \_\_\_\_\_ (“the Franchisee”).

**RECITALS:**

A. The Franchisor and the Franchisee have entered into a Franchise Agreement or Development Agreement dated as of the date of this Addendum (the “Agreement”).

B. The Franchisee’s Uno Restaurant and/or Territory is located in the state of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New Jersey, New York, North Dakota, Rhode Island, South Dakota, Washington or Wisconsin, or the laws of one of such states is otherwise applicable to the Agreement.

Now, therefore, The Franchisor and the Franchisee agree as follows:

1. The governing law provisions of the Agreement will be amended and revised as set forth in this Addendum. Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the indicated state’s laws applicable to the provision are met independent of this Addendum, and this Addendum will have no force or effect if such jurisdictional requirements are not met.

(a) **California:** The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Article 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Article 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement contains a provision regarding termination and nonrenewal that is inconsistent with California Business and Professions Code Articles 20000 through 20043 and the Federal Bankruptcy Code, these laws will control.

(ii) If the Agreement requires the Franchisee to execute a release of claims, such release will exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

(iii) If the Agreement requires the Franchisee to pay liquidated damages that are inconsistent with California Civil Code Article 1671, such law will prevail.

(iv) If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

(v) If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

(vi) If the Agreement requires that it be governed by the laws of a state other than the State of California, such requirement may be unenforceable.

(b) **Hawaii**: The Director of the Hawaii Department of Commerce and Consumer Affairs requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E-1 Through 482E-12 (1988). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) The Hawaii Franchise Investment Law provides rights to the Franchisee concerning nonrenewal, termination and transfer of the Agreement. If the Agreement contains a provision that is inconsistent with the Law, the Law will control. Among those rights, the Law may require that upon termination or nonrenewal the Franchisor repurchase for fair market value the Franchisee's inventory, supplies, equipment and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, provided that personalized materials which have no value to the Franchisor need not be repurchased. If the non-renewal or termination is for the purpose of converting the Franchisee's business to one owned and operated by the Franchisor, the Franchisor may, additionally, be obligated to compensate the Franchisee for loss of goodwill. The Franchisor may deduct all amounts due from the Franchisee and any costs related to the transportation or disposition of items repurchased against any payment for those items. If the parties cannot agree on the fair market value, fair market value will be determined in the manner set forth in the Agreement. If the Agreement does not provide for determination of the fair market value of assets for purchase by the Franchisor, such amount will be determined by an independent appraiser approved by both parties, and the costs of the appraisal will be shared equally by the parties.

(ii) If the Agreement requires the Franchisee to execute a release of claims, such release will exclude claims arising under the Hawaii Franchise Investment Law.

(c) **Illinois**: The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987 [815 ILCS 705/1 705/44. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to the Franchisee concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with such provisions of the Act, the Act will control.

(ii) Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of the State of Illinois is void. Accordingly, if the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release will exclude claims arising under the Illinois

Franchise Disclosure Act, and such acknowledgments will be void and are hereby deleted with respect to claims under the Act.

(iii) If the Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement will be void with respect to claims under the Illinois Franchise Disclosure Act.

(iv) If the Agreement requires that it be governed by the laws of a state other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, the Act will control.

(v) Any disclaimer of claims by the Franchisor set forth in the Agreement is void with respect to claims arising under the Illinois Franchise Disclosure Act.

(vi) Any acknowledgement regarding receipt of documents or information by the Franchisee set forth in the Agreement is void with respect to claims arising under the Illinois Franchise Disclosure Act.

**(d) Indiana:** The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1-51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement contains a provision regarding termination and nonrenewal that is inconsistent with these provisions of the Indiana Deceptive Franchise Practices Act, the Act will control.

(ii) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release will exclude claims arising under the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, and such acknowledgments will be void with respect to claims under the Acts.

(iii) If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.

(iv) The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Agreement by the Franchisor requires written consent of the Franchisee. If the Agreement contains provisions that are inconsistent with this requirement, the Act will control.

(v) If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10).

(vi) If the Agreement requires that it be governed by the laws of a state other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.

(e) **Maryland**: The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 4-201 - 14-233 (1994). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release will exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments will be void with respect to claims under the Law.

(ii) All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(iii) Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

(iv) If the Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement will not be interpreted to limit any rights the Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

(f) **Michigan**: The Michigan Franchise Investment Law, Mich. Comp. Laws § 445.1527, prohibits certain unfair provisions that may appear in franchise documents. If any of the following provisions are in the Agreement, such provision(s) are void and cannot be enforced against the Franchisee under Michigan law:

(i) A prohibition on the right of the Franchisee to join an association of franchisees.

(ii) A requirement that the Franchisee assent to a release, assignment, novation, waiver or estoppel which deprives the Franchisee of rights and protections provided in the Michigan Franchise Investment Law. This section will not preclude the Franchisee, after entering into the Franchise Agreement, from settling any and all claims.

(iii) A provision that permits the Franchisor to terminate the Franchise prior to the expiration of its term except for good cause. Good cause will include the failure of the Franchisee to comply with any lawful provisions of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(iv) A provision that permits the Franchisor to refuse to renew the Franchise without fairly compensating the Franchisee by repurchase or other means for the fair market value at the time of expiration of the Franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This section applies only if: (1) the term of the Franchise is less than 5 years; and (2) the Franchisee is prohibited by the Franchise or other Agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo-type, advertising or other commercial symbol in the same area subsequent to the expiration of the Franchise, or the Franchisee does not receive at least six months advance notice of the Franchisor's intent not to renew the Franchise.

(v) A provision that permits the Franchisor to refuse to renew the Franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(vi) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This section will not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the State of Michigan.

(vii) A provision which permits the Franchisor to refuse to permit a transfer of ownership of the Franchise, except for good cause. This section does not prevent the Franchisor from exercising a right of first refusal to purchase the Franchise. Good cause will include, but is not limited to: (1) the failure of the proposed transferee to meet the Franchisor's then-current reasonable qualifications or standards; (2) the fact that the proposed transferee is a competitor of the Franchisor or subfranchisor; (3) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and (4) the failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(viii) A provision that requires the Franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This section does not prohibit a provision that grants to the Franchisor a right of first refusal to purchase the assets of the Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this section prohibit a provision that grants the Franchisor the right to acquire the assets of the Franchise for the market or appraised value of such assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in section (iii).

(ix) A provision which permits the Franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

(g) **Minnesota**: The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Article 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Offering

Circular contain provisions that are inconsistent with the following, such provisions are hereby amended:

(i) The Minnesota Department of Commerce requires that the Franchisor indemnify the Franchisee against liability to third parties resulting from claims by third parties that the Franchisee's use of the Intellectual Properties infringes trademark rights of the third party. If the Agreement contains a provision that is inconsistent with this Franchise Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

(ii) Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a the Franchisee be given written notice of a the Franchisor's intention not to renew 180 days prior to expiration of the Franchise and that the Franchisee be given sufficient opportunity to operate the Franchise in order to enable the Franchisee the opportunity to recover the fair market value of the Franchise as a going concern. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

(iii) Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that the Franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

(iv) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release will exclude claims arising under the Franchise Act, and such acknowledgments will be void with respect to claims under the Act.

(v) If the Agreement requires that it be governed by the laws of a state other than the State of Minnesota, those provisions will not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

(vi) Article 2860.4400J Minn. Rules prohibits the Franchisor from requiring the Franchisee, through the Agreement, to waive its rights to any procedures or remedies provided for by the laws of Minnesota or to consent to liquidated damages. If the Agreement contains a provision that is inconsistent with such Rules, the provisions of the Agreement will be superseded by the Rule's requirements and will have no force or effect.

(vii) Franchise Act, Sec. 80C.17, Subd. 5 provides that no action may be commenced under the Franchise Act more than 3 years after the cause of action accrues. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

**(h) New Jersey:** The New Jersey Franchise Practices Act, New Jersey Rev. Stat. §§ 56:10-5 through 56:10-7 requires that certain provisions contained in franchise documents be amended consistent with New Jersey law. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:



(i) Section 5 of the New Jersey Franchise Practices Act provides that, except in certain specified cases, it will be a violation of the Act for the Franchisor to terminate, cancel, or fail to renew the Franchise without having first given written notice setting forth all the reasons for such termination, cancellation, or intent not to renew to the Franchisee at least 60 days in advance of such termination, cancellation, or failure to renew. If the Agreement contains provisions that are inconsistent with the Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

(ii) Section 6 of the New Jersey Franchise Practices Act imposes certain restrictions on the assignment of the Agreement by the Franchisee. If the Agreement contains provisions that are inconsistent with the Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

(iii) Section 7 of the New Jersey Franchise Practices Act provides that it will be a violation of the Act for the Franchisor to: (1) require the Franchisee at time of entering into a franchise arrangement to assent to a release, assignment, novation, waiver or estoppel which would relieve any person from liability imposed by the Act; (2) prohibit directly or indirectly the right of free association among franchisees for any lawful purpose; (3) require or prohibit any change in management of the Franchisee unless such requirement or prohibition of change will be for good cause, which cause will be stated in writing by the Franchisor; (4) restrict the sale of any equity or debenture issue or the transfer of any securities of the Franchisee or in any way prevent or attempt to prevent the transfer, sale or issuance of equity securities or debentures to employees, personnel of the Franchisee, or spouse, child or heir of an Owner, as long as basic financial requirements of the Franchisor are complied with, and provided any such sale, transfer or issuance does not have the effect of accomplishing a sale or transfer of control, including, but not limited to, change in the persons holding the majority voting power of the Franchisee, and provided that nothing contained in this subsection will excuse the Franchisee's obligation to provide prior written notice of any change of ownership to the Franchisor; (5) impose unreasonable standards of performance upon the Franchisee; or (6) provide any term or condition in any lease or other agreement ancillary or collateral to the Franchise, which term or condition directly or indirectly violates the Act. If the Agreement contains provisions that are inconsistent with the Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

(i) **New York:** The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Articles 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, or any regulation, rule or order under the Law, such release will exclude claims arising under the New York General Business Law, Article 33, Article 680 through 695 and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Articles 687.4 and 687.5 of the General Business Law be satisfied.

(ii) If the Agreement requires that it be governed by the laws of a state other than the State of New York, the choice of law provision will not be considered to waive any rights conferred upon the Franchisee under the New York General Business Law, Article 33, Articles 680 through 695.

(j) **North Dakota:** The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Articles 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release will exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments will be void with respect to claims under the Law.

(ii) Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota law, the covenant may be unenforceable.

(iii) If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

(iv) If the Agreement requires that it be governed by the laws of a state other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control.

(v) If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

(vi) If the Agreement requires payment of a termination penalty or a waiver of exemplary or punitive damages, the requirement or waiver may be unenforceable under the North Dakota Franchise Investment Law. If the Agreement requires the franchisee to consent to a limitation of claims, the limitation may not be enforceable and the statute of limitations under North Dakota law applies.

(k) **Rhode Island:** The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 - 19-28.1-34. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

(ii) If the Agreement requires that it be governed by the laws of a state other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

(iii) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release will exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments will be void with respect to claims under the Act.

**(l) South Dakota:**

1. If the Franchised Business will be located in the State of South Dakota, then the Initial Franchise Fee payable by the Franchisee pursuant to Article 4.1 of the Franchise Agreement and, if applicable, the Development Fee payable by the Developer pursuant to Article 3.1 of the Development Agreement, will be deferred until such time as the Franchisor completes its initial obligations and the Franchisee commences business at its first Uno Restaurant Business. If the Franchise Agreement or Development Agreement is terminated by either party for any reason, then the Franchisee will reimburse the Franchisor for all administrative and out-of-pocket expenses incurred by the Franchisor in connection with the Franchisee's business prior to termination. The Franchisee must reimburse the Franchisor for these expenses within 10 days after receipt of an invoice from the Franchisor indicating the amount owed.

2. The Director of the South Dakota Division of Insurance - Securities Regulation requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchises for Brand-Name Goods and Services Law, South Dakota Codified Laws, Title 37, Chapter 37-5B-1 through 37-5B-53 (2008). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) If the Agreement requires the Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release will exclude claims arising under the South Dakota Franchises for Brand-Name Goods and Services Law, and such acknowledgments will be void with respect to claims under the Law.

(ii) Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the state of South Dakota, except in certain limited instances as provided by law. If the Agreement contains a covenant not to compete which is inconsistent with South Dakota law, the covenant may be unenforceable.

(iii) Regardless of the terms of the Agreement concerning termination, if the Franchisee fails to meet performance and quality standards or fails to make any royalty payments under the

Agreement, the Franchisee will be afforded 30 days' written notice with an opportunity to cure the default before termination.

(iv) If the Agreement requires payment of liquidated damages that are inconsistent with South Dakota law, the liquidated damage clauses may be void under SDCL 53-9-5.

(v) If the Agreement requires litigation to be conducted in a forum other than the State of South Dakota, the requirement is void with respect to any cause of action otherwise enforceable under South Dakota Law.

(vi) If the Agreement requires that it be governed by the laws of a state other than the State of South Dakota, matters regarding franchise registration, employment, covenants not to compete and other issues of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, the Agreement and all provisions of this Amendment will be and remain subject to the application, construction, enforcement, interpretation under the governing law set forth in the Agreement.

(vii) If the Agreement requires that disputes between the Franchisor and the Franchisee be mediated/arbitrated at a location that is outside the State of South Dakota, the mediation/arbitration will be conducted at a location mutually agreed upon by the parties. If the parties cannot agree on location for the mediation/arbitration, the location will be determined by the mediator/arbitrator selected.

**(m) Washington:** The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) The Washington Franchise Investment Protection Act provides rights to the Franchisee concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

(ii) If the Agreement requires the Franchisee to execute a release of claims, such release will exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

(iii) If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

(iv) If the Agreement requires that it be governed by the laws of a state other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.

(n) **Wisconsin**: The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 (“Fair Dealership Law”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(i) The Wisconsin Fair Dealership Law, among other things, grants the Franchisee the right, in most circumstances, to 90 days’ prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement will be superseded by the Law’s requirements and will have no force or effect.

(ii) If the Agreement requires that it be governed by the laws of a state other than the State of Wisconsin, to the extent that any provision of the Agreement conflicts with the Wisconsin Fair Dealership Law such provision will be superseded by the law’s requirements.

2. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of the Agreement or the exhibits or attachments thereto, the terms of this Addendum will govern. All other terms and conditions of the Agreement will remain the same.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date first above written.

**THE FRANCHISOR:  
Pizzeria Uno Corporation,  
a Delaware corporation**

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE FRANCHISEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Each of the undersigned Principals of the Franchisee agrees to be bound by all terms and conditions of this Addendum which by their terms are applicable to or binding upon the Principals, and represent that the percentage of ownership indicated below is accurate. In addition, the Operating Principal designated below individually, jointly and severally, makes all of the covenants, representations and agreements of the Franchisee and Operating Principal set forth in this Addendum.

In the Presence of:	Principals	Percentage of Ownership
_____	Operating Principal	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT E**

**FRANCHISEE QUESTIONNAIRE**

**FRANCHISEE QUESTIONNAIRE**

As you know, Pizzeria Uno Corporation (the “Franchisor”) and you are preparing to enter into a Franchise Agreement for the operation of a Pizzeria Uno® franchised business (the “Franchise”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchisor’s Franchise Disclosure Document (the “Disclosure Document”) provided to you?		
2. Did you sign a receipt for the Disclosure Document indicating the date you received it?		
3. Do you understand all of the information contained in the Disclosure Document?		
4. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
5. Do you understand the terms of and your obligations under the Franchise Agreement?		
6. Have you discussed the benefits and risks of operating the Franchise with an attorney, accountant or other professional advisor?		
7. Do you understand the risks associated with operating the Franchise?		
8. Do you understand that the Franchisor’s consent to a site you select for the operation of the Franchise will not be deemed to be a representation or warranty that the site will be profitable or economically successful?		
9. Do you understand that the success or failure of the Franchise will depend in large part upon your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?		
10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the Franchise that is contrary to, or different from, the information contained in the Disclosure Document?		
11. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchise will generate that is contrary to, or different from, the information contained in the Disclosure Document?		
12. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs involved in operating the Franchise that is contrary to, or different from, the information contained in the Disclosure Document?		



QUESTION	YES	NO
13. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the Franchise that is contrary to, or different from, the information contained in the Disclosure Document?		
14. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance relating to the Franchise that is contrary to, or different from, the information contained in the Disclosure Document?		

If you answered “Yes” to any of questions 10 through 14, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered “No” to each of the foregoing questions, please leave the following lines blank.

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All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Individually, and on behalf of the following entity: \_\_\_\_\_

\_\_\_\_\_  
**FRANCHISE APPLICANT**

\_\_\_\_\_  
**FRANCHISE APPLICANT**

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT F  
TABLE OF CONTENTS FOR MANUALS**

<b><u>Manuals Pertinent to Uno Restaurant Operations</u></b>	<b><u>Min. Pages</u></b>
1. Management Operations Manual	293
2. Online Recipes	1153
3. Lounge Manual	87
4. Host Manual	102
5. Server Manual	106
6. Dish & Maintenance Manual	67
7. Prep Manual	82
8. Line Cook (pizza, sauté and salad)	137
9. Restaurant Administrator Manual	125
10. Busser Reference Manual	70
11. Expo Reference Manual	75
12. Management Training Program Manual	411
13. Food Safety System Manual for Maryland	116
14. Certified Trainer Workbook	57
15. Certified Trainer Administration Guide	102
16. Host Lead Workbook	127
17. Service Lead Workbook	131
18. Bar Lead Workbook	112
19. Culinary Lead Workbook	60
20. Culinary Manager Development	192
21. Shift Supervisor Training Program	153
22. Career Development Module (Mgr.)	88
23. Career Development Module (AGM)	70
24. Hourly Orientation Training Guide Binder	25
25. Menu Class Training Guide Binder	48
	<b><u>Min. Total Pages</u></b>
	<b>3,889</b>

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT  
ATTACHMENT G**

**LIST OF FRANCHISEES OF UNO RESTAURANTS**

**COLORADO (CO)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
TRPRAPJMP, LLC 14234 W. Exposition Dr. Lakewood, CO 80228 Ph: (619) 884-5233	Uno Chicago Grill 16375 E. 40 <sup>th</sup> Ave. Denver, CO 80239 Ph: (303) 371-1555 Fax: (303) 371-1556

**MARYLAND (MD)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Land Management, Inc. 147 Delta Drive Pittsburgh, PA 15238 Ph: (412) 963-6550	Uno Chicago Grill 19746 Garrett Highway Oakland, MD 21550 Ph: (301) 387-4866 Fax: (301) 387-5118
MVPizza, LLC 1316 Maple Street Santa Monica, CA 90405 Email: amir@bastiancapital.com Cell phone: 310-722-6300	Uno Pizzeria & Grill 5449 Urbana Pike Frederick, MD 21704 Tel: (301) 668-2512  Uno Pizzeria & Grill 201 East Pratt ST. Baltimore, MD 21202 Tel: (410) 625-5900  Uno Pizzeria & Grill 4470 Long Gate Pkwy Ellicott City, MD 21043 Tel: (410) 480-1400
MD Deep, LLC 100 Menlo Park Mall, Suite 500 Edison, New Jersey 08837 Email: pkpcpal@yahoo.com Fax: 732-662-5999	Uno Pizzeria & Grill 17734 Garland Groh. Blvd. Hagerstown, MD 21740 Tel: (240) 420-1919

**MASSACHUSETTS (MA)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
American Restaurant Management Corp. 11 South Bridge Drive Agawam, MA 01001 Ph: (413) 789-1500	Uno Chicago Grill Holyoke Mall at Ingleside Box 10001 – 50 Holyoke Street Holyoke, MA 01040-1601 Ph: (413) 534-3000 Fax: (413) 532-1420
Riverfront Foodservice Corp. 11 South Bridge Drive Agawam, MA 01001	Uno Chicago Grill 25 Major Taylor Blvd. Worcester, MA 01608 Ph: (508) 421-9300 Fax: (508) 793-7897
Riverfront Foodservice Corp. 11 South Bridge Drive Agawam, MA 01001	Uno Chicago Grill 820 West Columbus Ave. (Riverfront) Springfield, MA 01105 Ph: (413) 733-1300 Fax: (413) 733-5144

**MICHIGAN (MI)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Select Dining, Inc. 2625 Waskevich Lane Midland, MI 48642 Ph: (989) 832-8962	Uno Chicago Grill 2795 E. Wilder Road Bay City, MI 48706 Ph: (989) 684-8667 Fax: (989) 686-7305
Select Dining, Inc. 2625 Waskevich Lane Midland, MI 48642 Ph: (989) 832-8962	Uno Chicago Grill Select Dining, Inc. 4960 Towne Centre Road Saginaw, MI 48604 Ph: (989) 401-7762 Fax: (989) 401-7763
Eastside, Inc. 568 Berridge Rd. Lake Orion, MI 48360 Ph: (248) 693-3249	Uno Chicago Grill 8975 Marketplace Drive Birch Run, MI 48415 Ph: (989) 624-8667 Fax: (989) 624-9952
Eastside, Inc. 568 Berridge Rd. Lake Orion, MI 48360 Ph: (248) 693-3249	Uno Chicago Grill 44805 Mound Road Sterling Heights, MI 48314 Ph: (586) 991-0912

**NEW JERSEY (NJ)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Chicago Restaurant Co., LLC 10 Stuyvesant Ave. Lyndhurst, NJ 07071 Ph: (201) 507-1314 Fax: (201) 507-1322	Uno Chicago Grill 426 Rt. 3 West Clifton, NJ 07014 Ph: (973) 574-1303 Fax: (973) 574-1306
RMB of Hamilton, LLC 2802 A Southampton Rd. Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill 225 Sloan Avenue Hamilton, NJ 08619 Ph: (609) 890-0864 Fax: (609) 890-0865
MOR of Maple Shade, LLC 2802 A Southampton Rd. Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill 2803 Route 73 Maple Shade, NJ 08052 Ph: (856) 722-5577 Fax: (856) 722-0555
the Bock Group 2802 A Southampton Rd. Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill 1162 Hurfville Road Deptford, NJ 08096 Ph: (856) 853-7003 Fax: (856) 853-7004

**NEW YORK (NY)**

<b>Franchisee Office Location</b>	<b>Restaurant Location</b>
Deep Enterprises, Inc. 900 State, Route 9 Queensbury, NY 12804 Ph: (518) 361-0541	Uno Chicago Grill (Glen Falls) 900 State Route 9 Queensbury, NY 12804 Ph: (518) 792-5399 Fax: (518) 798-8527
NY Deep, LLC 100 Menlo Park Mall, Suite 500 Edison, New Jersey 08837 Fax: 732-662-5999	<p>Uno Pizzeria &amp; Grill 120 Washington Ave., One Crossgates Mall Albany, NY 12203 (518) 869-3100</p> <p>Uno Pizzeria &amp; Grill Columbus Avenue 432 Columbus Ave. NY, NY 10024 (212) 595-4700</p> <p>Uno Pizzeria &amp; Grill 9201 4th Ave. Brooklyn, NY 11209 (718) 748-8667</p> <p>Uno Pizzeria &amp; Grill 37-11 35th Ave. Long Island City, NY 11106 (718) 706-8800</p> <p>Uno Pizzeria &amp; Grill 20 Center Drive Central Valley, NY 10917 (845) 783-6560</p> <p>Uno Pizzeria &amp; Grill 520 Towne Drive Fayetteville, NY 13066 (315) 637-8667</p> <p>Uno Pizzeria &amp; Grill 8645 Clinton St. New Hartford, NY 13413 (315) 736-8323</p> <p>Uno Pizzeria &amp; Grill 931 Holt Rd. Webster, NY 14580 (585) 872-4813</p>

**OHIO (OH)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
RI-EL Investment Group, Inc. 2201 Kershner Road Dayton, OH 45414 Ph: (937) 475-8202	Uno Chicago Grill 126 North Main St. Dayton, OH 45402 Ph: (937) 910 8000 Fax: (937) 910-8008

### PENNSYLVANIA (PA)

Franchisee Office Location	Franchisee/Restaurant Location
PMUno Company, LLC 5 The Fenway Westport, CT 06880 Ph: (203) 221-7105	Uno Chicago Grill Plymouth Meeting 1009 Ridge Pike conshuno@unomgmt.com Conshohocken, PA 19428 Ph: (610) 825-3050 Fax: (610) 825-3633
Joe of Neshaminy, LLC The Bock Group 2802 A Southampton Road Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill Route 1 & Rock Hill Road, Neshaminy Mall Bensalem, PA 19020 Ph: (215) 322-6003 Fax: (215) 322-6004
K.S.O., LLC The Bock Group 2802 A Southampton Road Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Bar & Grill 8 North Pottstown Pike Exton, PA 19341-1227 Ph: (610) 280-4555 Fax: (610) 280-4556
TJB of Newtown Square, LLC The Bock Group 2802 A Southampton Road Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill 3910 West Chester Pike Newtown Square, PA 19073 Ph: (610) 353-8667 Fax: (610) 353-8661
GMO of Oaks, LLC The Bock Group, 2802 A Southampton Road Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill 106 Black Rock Road Oaks, PA 19460 Ph: (610) 539-8300
EFB, Inc. The Bock Group, 2802 A Southampton Road Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Bar & Grill 1661 Easton Rd. Warrington, PA 18976 Ph: (215) 491-1212 Fax: (215) 491-3020
Uno of Providence, LLC The Bock Group, 2802 A Southampton Road Philadelphia, PA 19154 Ph: (215) 856-0522 Fax: (215) 856-0521	Uno Chicago Grill 1516 Providence Avenue Chester, PA 19013 Ph: (484) 480-4788 Fax: (484) 480-3269
PA Deep, LLC 100 Menlo Park Mall, Suite 500 Edison, New Jersey 08837 Fax: 732-662-5999	Uno Pizzeria & Grill 205 East Waterfront Dr. Homestead, PA 15120 (412) 462-8667

### SOUTH CAROLINA (SC)

Franchisee Office Location	Franchisee/Restaurant Location
Symco, Inc. 201 Holly Harbor Lane Lexington, SC 29072 Ph: (803) 356-4731	Uno Chicago Grill 5304 Sunset Blvd., Hwy 378 Lexington, SC 29072 Ph: (803) 359-3888 Fax: (803) 359-3899

### TEXAS (TX)

Franchisee Office Location	Franchisee/Restaurant Location
FGR Food Corporation 750 North St. Paul St. Dallas, TX 75201 Ph: (214) 740-0024	Uno Due Go DFW International Airport Terminal E, Gate 36 Dallas, TX 75261 Ph: (972) 574-0012

**VIRGINIA (VA)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
MVPizza, LLC 1316 Maple Street, Santa Monica, CA 90405 Email: amir@bastiancapital.com Cell phone: 310-722-6300	<p>Uno Pizzeria &amp; Grill 5007 Victory Blvd. Tabb, VA 23693 Tel: (757) 886-9050</p> <p>Uno Pizzeria &amp; Grill 3058 Gatehouse Plaza Falls Church, VA 22042 Tel: (703) 645-9590</p> <p>Uno Pizzeria &amp; Grill 5935 Kingstowne Towne Center Alexandria, VA 22315 Tel: (703) 822-0957</p> <p>Uno Pizzeria &amp; Grill 10701 Bulloch Drive Manassas, VA 20109 Tel: (703) 365-0056</p> <p>Uno Pizzeria &amp; Grill 5900 Virginia Beach Blvd. Norfolk, VA 23502 (757) 466-0923</p>

**WISCONSIN (WI)**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Parkway Group, Inc. 1610 Valley Drive Wisconsin Dells, WI 53965 Ph: (608) 254-7629 Fax: (608) 253-3111	Uno Chicago Grill 1000 South Wisconsin Dells Parkway Lake Delton, WI 53940 Ph: (608) 253-2111 Fax: (608) 254-7629
College Group, Inc. 1610 Valley Drive Wisconsin Dells, WI 53965 Ph: (608) 254-7629 Fax: (608) 253-3111	Uno Chicago Grill W. 3254 Van Roy Road Appleton, WI 54915 Ph: (920) 731-2111 Fax: (920) 968-0579
Pizza Ventures III, LLC 726 Wilder Drive Madison, WI 53704 Ph: (608) 255-0605	Uno Chicago Grill 3010 Crossroads Drive Madison, WI 53718 Ph: (608) 244-3266 Fax: (608) 244-3250
Uno Ventures of MFalls, LLC 726 Wilder Drive Madison, WI 53704 Ph: (608) 255-0605	Uno Chicago Grill - Milwaukee #2 W180 N 9455 Premier Lane Menomonee Falls, WI 53051 Ph: (262) 255-1440 Fax: (262) 255-1221



**SAUDI ARABIA**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Facil Restaurant Management P.O Box 54047 Al Edresi Centre 4th Floor Office #401 Prince Sultan Street Al Naeem District Jeddah, 21514, KSA	Uno Chicago Grill Ramada Al Hada Hotel and Suites Telefrique Station Ring Road Taif, KSA Ph: 966-2-754-5123  Ibrahim Al Juffali str, Al Awali dist, Makkah Building Nr: 24372 Makkah Saudi Arabia  Ash Shati, Jazan 82725 Saudi Arabia

**QATAR**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
AL-DIYAR ALQATARIA INTERNATIONAL GROUP PO Box 14156, Doha – Qatar Ph. 974-4406-2111	Mall of Qatar retail unit FF 115 Doha, Qatar

**INDIA**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Tastetaria Private Limited Vishwakarma, 86C, Topsia Road (South) Kolkata WB 700046 India	89-C Moulana Abul Kalem Azad Sarani Kankergachi, Kolkata – 700054 West Bengal, India

**UNITED ARAB EMIRATES**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
SUDESH	Hispana General Trading LLC Road 911 Berth 57 Jebel Ali Free Zone Dubai, UAE

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT H**

**CLOSED FRANCHISED UNO RESTAURANTS**

**UNO CHICAGO GRILL  
CLOSED FRANCHISE LOCATIONS**

**NEW YORK (NY)**

<b>Franchisee Office Location</b>	<b>Restaurant Location</b>
NY Deep, LLC 100 Menlo Park Mall, Suite 500 Edison, New Jersey 08837 Email: pkpcpa1@yahoo.com Fax: 732-662-5999	Uno Pizzeria & Grill 1000 Hylan Drive Henrietta, NY 14467 (585) 272-8667

**INDIA**

<b>Franchisee Office Location</b>	<b>Franchisee/Restaurant Location</b>
Tastetaria Private Limited Vishwakarma, 86C, Topsia Road (South) Kolkata WB 700046 India	Ground Floor, FB - 104-105 Gardens Galleria Mall Sector 38A, Noida Gautam Buddha Nagar, Uttar Pradesh 201301, India  FB 02, Upper Ground Floor Prestige Forum Shantiniketan Whitefield, Bengaluru (Bangalore) Urban Karnataka, 560066, India

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT I**

**AGENTS FOR SERVICE OF PROCESS**

**AGENTS FOR SERVICE OF PROCESS**

**CALIFORNIA**

Commissioner of Financial Protection and Innovation  
California Department of Financial Protection and  
Innovation  
320 West 4th Street, Suite 750  
Los Angeles, California 90013-2344

**HAWAII**

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

**ILLINOIS**

Office of Attorney General  
Franchise Division  
500 South Second Street  
Springfield, Illinois 62706

**INDIANA**

Indiana Secretary of State  
302 West Washington Street, Room E018  
Indianapolis, Indiana 46204

**MARYLAND**

Maryland Securities Commissioner  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

**MICHIGAN**

Michigan Department of Attorney General  
Consumer Protection Division  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933

**MINNESOTA**

Commissioner of Commerce  
Minnesota Department of Commerce  
85 - 7th Place East, Suite 280  
St. Paul, Minnesota 55101-2198

**NEW YORK**

New York Secretary of State  
One Commerce Plaza  
99 Washington Avenue, 6th Floor  
Albany, New York 12231-0001

**NORTH DAKOTA**

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 5th Floor, Dept. 414  
Bismarck, North Dakota 58505-0510

**OREGON**

Department of Consumer and Business Services  
Division of Finance and Corporate Securities  
Labor and Industries Building  
Salem, Oregon 97310

**RHODE ISLAND**

Department of Business Regulation  
Securities Division  
John O. Pastore Complex - Bldg. 68-2  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920

**SOUTH DAKOTA**

Division of Insurance – Securities Regulation  
Department of Labor and Regulation  
124 South Euclid, Suite 104  
Pierre, South Dakota 57501

**VIRGINIA**

Clerk of Virginia Corporation Commission  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219

**WASHINGTON**

Director, Department of Financial Institutions  
Securities Division  
150 Israel Rd SW  
Tumwater, Washington 98501

**WISCONSIN**

Department of Financial Institutions  
Division of Securities  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705

**PIZZERIA UNO CORPORATION  
PIZZERIA UNO®**

**FRANCHISE DISCLOSURE DOCUMENT**

**ATTACHMENT J**

**STATE ADMINISTRATORS**

**STATE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>STATE ADMINISTRATOR/AGENT</b>	<b>ADDRESS</b>
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 <sup>st</sup> Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	February 17, 2022
Florida	February 17, 2022
Hawaii	_____, 2022
Illinois	February 17, 2022
Indiana	February 17, 2022
Maryland	_____, 2022
Michigan	February 17, 2022
Minnesota	_____, 2022
New York	February 17, 2022
North Dakota	_____, 2022
Rhode Island	_____, 2022
South Dakota	_____, 2022
Utah	February 17, 2022
Virginia	February 17, 2022
Washington	February 17, 2022
Wisconsin	_____, 2022

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.



**ITEM 23  
RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in the State Agency Exhibit.

The franchise seller offering this franchise is Fred Houston, Brett Larrabee, and/or \_\_\_\_\_, 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617) 323-9200.

Issuance Date: February 17, 2022 (See State Effective Dates Page for additional effective dates).

We authorize the applicable state agency listed in Attachment I, Agents for Service of Process, to receive service of process.

I have received a Pizzeria Uno Corporation Franchise Disclosure Document dated February 17, 2022. This Franchise Disclosure Document includes the following Attachments:

- A. Financial Statements
- B. Franchise Agreement for Pizzeria Uno Restaurants
- C. Development Agreement for Pizzeria Uno Restaurants
- D. State Specific Addenda to Franchise and Development Agreements
- E. Franchisee Questionnaire
- F. Table of Contents for Manuals
- G. List of Franchisees
- H. Closed Franchised Uno Restaurants
- I. Agents for Service of Process
- J. State Administrators

\_\_\_\_\_  
Date

\_\_\_\_\_  
Franchisee, individually, and on behalf of the following entity:  
  
\_\_\_\_\_

**[RETAIN THIS COPY FOR YOUR RECORDS]**

**ITEM 23  
RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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- I. Agents for Service of Process
- J. State Administrators

\_\_\_\_\_  
Date

\_\_\_\_\_  
Franchisee, individually, and on behalf of the following entity:  
  
\_\_\_\_\_

**[RETURN THIS COPY TO US]**