

FRANCHISE DISCLOSURE DOCUMENT
PIZZERIA UNO®
PIZZERIA UNO CORPORATION



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 hotel conversion, full service, and take-out and delivery casual theme restaurants (“Uno Restaurants”) under the name Pizzeria Uno®. A “Pizzeria Uno® Full Service Hotel Restaurant Conversion” 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 Hotel Restaurant Conversion ranges from \$206,500 to \$597,500. This includes \$51,316 to \$61,316 that must be paid to us. The initial investment necessary to begin operation of a Pizzeria Uno Full Service Restaurant ranges from \$1,202,000 to \$2,483,500. This includes \$56,316 to \$86,316 that must be paid to us. The initial investment necessary to begin operation of a Pizzeria Uno Take-Out and Delivery Restaurant ranges from \$232,500 to \$530,500. This includes \$31,316 to \$33,816 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. You must also pay us an amount equal to one-half of the total amount of the Initial Franchise Fees for each of the Restaurants you will own and operate (in reduced amounts as set forth in Item 5 for second and subsequent Restaurants.), 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 (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 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.

Pizzeria Uno 2025 FDD

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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).
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates or approves, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Turnover Rate.** In the last year, a high percentage of franchised outlets ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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
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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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. We have offered franchises for the establishment and operation of Uno-branded Restaurants since September 1989.

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

Our Parents and Affiliates

In a transaction completed in April 2024 involving our ultimate parent companies, Newport Global Opportunities Fund I-A LP, Newport Global Credit Fund (Master) LP, Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Company as the Buyers (collectively “Newport”), and Uno Restaurants, LLC as the Seller (“URL”), Pizzeria Uno TopCo, LLC (“TopCo”) was created as our new parent company. TopCo was established in Delaware on March 22, 2024 and Pizzeria Uno Corporation became a wholly owned subsidiary of TopCo in April 2024.

Prior to that transaction we were a wholly owned subsidiary of URL, a Delaware limited liability company which was a wholly owned subsidiary of Uno Restaurant Holdings Corporation (“URHC”), a Delaware corporation. TopCo, URL and URHC are affiliated entities and subsidiaries of Newport. The administrative offices of TopCo, URL and URHC are at 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617)323-9200. Neither Newport nor any of its affiliates other than us offers franchises in any line of business. With the exception of us, URHC, and URL’s subsidiary URC, LLC (“URC”), which may offer marketing support, software support and other services to our franchisees from time to time (see Items 6, 8, and 11), neither Newport nor any of its affiliates provides products or services to our franchisees.

As of October 1, 2024, our affiliates operated 20 casual theme restaurants and 1 Mexican-style restaurant “Su Casa.” 21 of our affiliate-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®” (See Item 20). 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, and each maintain their principal business offices at 44 Industrial Way, Norwood, Massachusetts 02062, telephone (617)323-9200.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
	we have the right on notice to increase up to 2% of Gross Sales for a Hotel Conversion and Full Service Up to 1% for Take-out and Delivery	Fee.	internet, social media, loyalty, research, point of purchase materials and marketing costs, including print, radio, digital or other advertising medium on a local or regional basis that we incur for the benefit of the Business System. See Item 11.
Minimum Local Advertising Expense	2% of Gross Sales for Hotel Conversion and Full Service Restaurants. Up to 1% for Take-out and Delivery	Monthly.	You must spend at least 2% of Gross Sales on local advertising, public relations, and promotions of your choice, subject to our approval for Full Service and Hotel Restaurant Conversions and 1% for Take-Out and Delivery. 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 that is reflective of our production costs .
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. You will pay for the cost of food used during the opening assistance training (see Item 7 and Item 11).

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.

Except as described below, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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.

~~Actual results vary from franchise to franchise, and we cannot estimate the results of a particular franchise. We recommend that prospective franchisees and developers make their own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney, accountant and other advisors prior to executing the Franchise Agreement or the Development Agreement.~~

Analysis of Average Sales and Expenses (Unaudited)
For Parent-Operated Full-Service Uno Restaurants
And Average Sales for Franchised Full-Service Uno Restaurants

Basis and Assumptions

The sales information which follows was aggregated from parent- and affiliate-owned and franchised Full Service Uno Restaurants open for the entire fiscal year ended October 1, 2024. Parent-owned Uno Restaurants are operated by subsidiaries of our parent company Topco (see Item 1). The expense information which follows was aggregated only from parent-owned Full Service Uno Restaurants, since expense data is not available for franchised Full Service Uno Restaurants.

The parent-owned Full Service Uno Restaurants included in this analysis are mature Restaurants that have continuously been in operation for many years. The Illinois Restaurants have been open for over 80 years. They are located in the following states:

⁽¹⁾ See Item 20 for the states in which Franchised Uno Restaurants operated during our 2024 fiscal year.

The table above contains a comparison of certain financial information received from our franchisees along with the average financial results of our affiliate-owned Full Service Uno Restaurants. The numbers and percentages indicated in the table above relate to the 16 affiliate-owned Full Service Uno Restaurants and 29 domestic franchised Full Service Uno Restaurants open during all of fiscal year 2024 (October 4, 2023 to October 1, 2024). While we suggest that our franchisees utilize a uniform accounting system in reporting, which is consistent with generally accepted accounting principles, it should be expressly noted that we cannot attest to (i) the accuracy of the information received from our franchisees, or (ii) whether such information was actually prepared in accordance with generally accepted accounting principles.

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

Statement of Average Sales and Expenses of Parent-Owned Full Service Uno Restaurants

The following table sets forth the average sales and expenses (unaudited) for our 5 parent-owned Full Service Uno Restaurants for the 52 week period ending October 1, 2024. The reported average annual net sales was \$2,945,139. This analysis was constructed using the arithmetic mean (average) annual sales and expenses of all 5 parent-owned Full Service Uno Restaurants that were open and operated during the entire fiscal year period. However, certain charges which you will be required to pay to us under the Franchise Agreement (see Items 5 and 6) and other differences in the expenses of a franchised Full Service Uno Restaurant are not included in the table. Our auditors, PBMares, have not performed any procedures on the financial information in the table below, and assume no responsibility for that information.

The 5 parent-owned Full Service Uno Restaurants used in this analysis are substantially similar to the franchised and affiliate-owned Full Service Uno Restaurants. However, the amount of sales and expenses incurred will vary from restaurant to restaurant. In particular, the sales and expenses of your Full Service Uno Restaurant will be directly affected by factors which include the Full Service Uno Restaurant’s geographic location; competition in the market; rent and other occupancy expenses; presence of other Uno Restaurants; the quality of both management and service at the Full Service Uno Restaurant; contractual relationships with lessors and vendors; the extent to which you finance the operation of your Full Service Uno Restaurant; your legal, accounting and other professional fees; federal, state and local income taxes, gross profits taxes or other taxes; cost of any automobile used in the business; other discretionary expenditures; accounting methods used and certain benefits and economies of scale which we may derive as a result of operating Full Service Uno Restaurants on a consolidated basis.

~~A NEW FRANCHISEE’S INDIVIDUAL FINANCIAL RESULTS ARE LIKELY TO DIFFER FROM THE RESULTS DESCRIBED BELOW.~~

Pizzeria Uno Topco LLC			
Statement of Sales and Expenses (Unaudited) of Parent-Owned Full Service UNO Restaurants for the 52 week period ending October 1, 2024			
		Average of the Lowest 2	Average of the Highest 3

1	Net Sales	\$2,190,148.00	\$3,448,467.00
2	Cost of Sales	25.00%	22.10%
3	Direct Labor	20.50%	19.40%
4	Paper	2.49%	1.87%

Each of the 5 parent-owned Pizzeria UNO Topco LLC. Full Service Restaurants utilized a uniform accounting system and the data pertaining to such Full Service Uno Restaurants was prepared on a basis consistent with generally accepted accounting principles during the covered period. The information contained in this analysis has not been audited. The following notes should assist in interpretation of the foregoing table of results.

1. Net Sales (Line 1). The net sales are based on the average volume of the Full Service Uno Restaurants that fall into each revenue range. Net sales means total gross sales less taxes, employee meals, coupons and house charges.

2. Total Cost of Sales (Line 2). This includes cost of food and alcoholic and non-alcoholic beverages, excluding rebates. You will have the opportunity to take advantage of volume discounts on particular items negotiated by us; however, availability of such volume discounts may be limited to geographic areas in which our parent-owned restaurants currently operate. The cost of items such as produce, which are often purchased locally, may vary according to the location of the Uno Restaurant. Additionally, freight and shipping costs and the amount of mark-up imposed by suppliers will also vary.

3. Direct Labor (line 3). Labor for a Full Service Uno Restaurant generally necessitates a range of 30-60 employees, including both full-time and part-time hourly workers.

4. Paper and Packaging (line 4). This includes Pizza Boxes, to go containers, bags and other various disposable items used for packaging food for takeout.

Due to factors such as quantity discounts for goods and services, franchisor approval costs, reduced training and labor costs, and insurance discounts, your costs of operation may be higher than the costs for our parent-owned Full Service Uno Restaurants, and as a result parent-owned Full Service Uno Restaurant data is not an indication of how your Full Service Uno Restaurant will perform. Your accountant can help you develop your own estimated operational costs.

[Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.](#)

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

The information described in this Item 19 relates solely to Full Service Uno Restaurants.

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).

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Maryland franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by Maryland area developers shall be deferred until the first franchise under the development agreement opens.](#)

(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.

(v) No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

(vi) The provisions of Franchise Agreement Articles 27.1, 27.2. and 27.3 are deleted from the Franchise Agreement and such acknowledgments will be void with respect to claims under the Law.

(vii) The provisions of Development Agreement Articles 19.1, 19.2. and 19.3 are deleted from the Development Agreement and such acknowledgments will be void with respect to claims under the Law.

(viii) Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Maryland franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by Maryland area developers shall be deferred until the first franchise under the development agreement opens.

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:

State	Effective Date
California	April 17, 2025
Florida	April 17, 2025
Hawaii	Not Filed
Illinois	May 13, 2025
Indiana	May 13, 2025
Maryland	June 5, 2025
Michigan	April 17, 2025
Minnesota	Pending
New York	May 13, 2025
North Dakota	Not Filed
Rhode Island	Not Filed
South Dakota	Not Filed
Utah	Not Filed
Virginia	Pending
Washington	Not Filed
Wisconsin	May 13, 2025

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.