

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 \$211,500 to ~~587,500~~\$607,500. 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 \$1,208,000 to \$2,498,500. 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 ~~\$238,000~~237,500 to ~~\$533,000~~535,500. 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.

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)~~**Turnover Rate.** During the last 3 years, a high percentage of franchised outlets (more than 43%) ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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.

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
- C. Development Agreement for Pizzeria Uno Restaurants
- D. State Specific Addenda to Franchise and Development Agreements
- E. Table of Contents for Manuals
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- H. Agents for Service of Process
- I. State Administrators

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Full Service Uno Restaurant Outlet Summary
For The Fiscal Years ~~2021~~2022 to ~~2023~~ and as of October 6, 2024

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	52	50	-2
	2022	50	45	-5
			42	-8
	2023	45 42	43 38	-2 -4
	2024	43 38	33 28	-10
	2025	33	32	-1
Parent-Owned	2021	33	32	-1
	2022	32	31	-1
	2023	31	30	-1
	2024	30	20	-10
Total Outlets	2021	85	82	-3
	2022	82	76	-6
			73	-9
	2023	76 73	72 68	-4 -5
	2024	73 68	53 48	-20

Table No. 2.
Transfers of Full Service Uno Restaurant Outlets
from Franchisees to New Owners (other than the Franchisor)
For The Fiscal Years ~~2021~~2022 to ~~2023~~2024

STATE	YEAR	NUMBER OF TRANSFERS
Massachusetts	2021	0
	2022	2
	2023	0
	2024	0
Total	2021	0
	2022	2
	2023	0
	2024	0

Table No. 3.
Status of Franchised Full Service Uno Restaurant Outlets
For The Fiscal Years ~~2021~~2022 to ~~2023~~ and as of ~~October~~6, 2024

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS-OTHER REASONS	OUTLETS AT END OF YEAR
CO	2021	1						1
<u>CO</u>	2022	1						1
	2023	1						1
	2024	1					1	0
IL	2021	0						0
<u>IL</u>	2022	0	1					1
	2023	1						1
	<u>2024</u>	<u>1</u>						<u>1</u>
IN	2021	0						0
<u>IN</u>	2022	0	1					1
	2023	1						1
	2024	1	1					2
FL	2021	0						0
	2022	0						0
	2023	0						0
MD	2021	5						5
<u>MD</u>	2022	5					1	4
	2023	4	1				2	3
	2024	3					1	2
MA	2021	3						3
<u>MA</u>	2022	3						3
	2023	3					1	2
	<u>2024</u>	<u>2</u>						<u>2</u>
MI	2021	4						4
<u>MI</u>	2022	4	1					5
	2023	5						5
	<u>2024</u>	<u>5</u>						<u>5</u>
NJ	2021	4						4
<u>NJ</u>	2022	4						4
	2023	4						4
	2024	4					2	2
NY	2021	10						9
<u>NY</u>	2022	9					2	7
	2023	7					2	5
	2024	5					1	4
OH	2021	1						1
<u>OH</u>	2022	1						1
	2023	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
	2024	1					1	0
PA	2021	9					1	8
<u>PA</u>	2022	8						8
	2023	8					1	7
	2024	7					3	4
	2025	4					1	3
SC	2021	1						1
<u>SC</u>	2022	1					1	0
	2023	0						0
	2021	0						0
	2022	0						0
	2023	0						0
	2024							
VA	2021	5						5
	2022	5						5
	2023	5	1					6
<u>VA</u>	2023	6					1	5
	2024							
WI	2021	4						4
	2022	4					2	2
<u>WI</u>	2023	2						2
	2024	2					1	1
	2021	46						45
	2022	45	3				6	42
	2023	42	2				6	38
	2024	38	1				11	28
	2025	28					1	27
Honduras	2021	0						0
	2022	0						0
	2023	0						0
Saudi Arabia	2021	2	1					3
	2022	3					1	2
	2023	2						2
	2024	2						2
United Arab Emirates	2021	1						1
	2022	1					1	0
	2023	0						0
	2024	0						0
Qatar	2021	1						1
	2022	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
	2023	1					<u>1</u>	<u>1</u>
	2024	1					1	0
India	2021	3					2	1
	2022	1						1
	2023	1	1					2
	<u>2024</u>	<u>2</u>						<u>2</u>
Total	2021	52	1	0	0	0	3	51
Total	2022	51	3	0	0	0	8	46
	2023	46	3	0	0	0	6	43
	2024	43	1	0	0	0	11	33
	<u>2025</u>	<u>33</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>32</u>

• ~~2024 numbers have been added due to recent closures; if 2024 is not listed there is no change from our 2023 fiscal year end.~~

Table No. 4.
Status of Parent-Owned Full Service Uno Restaurant Outlets
For The Fiscal Years ~~2021~~2022 to ~~2023~~ and as of October 6, 2024

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF YEAR
D.C.	2021	1					1
	2022	1					1
	2023	1					1
	<u>2024</u>	<u>1</u>					<u>1</u>
FL	2021	5			2		5
<u>FL</u>	2022	3	1				4
	2023	4					4
	2024	4			1		3
IL	2021	2					2
<u>IL</u>	2022	2					2
	2023	2					2
	<u>2024</u>	<u>2</u>					<u>2</u>
IN	2021	1	1				2
<u>IN</u>	2022	2					2
	2023	2					2
	2024	2				1	1
ME	2021	2					2
<u>ME</u>	2022	2					2
	2023	2					2
	<u>2024</u>	<u>2</u>					<u>2</u>

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF YEAR
MA	2021	14					14
MA	2022	14			1		13
	2023	13					13
	2024	13			6		7
NH	2021	4					4
NH	2022	4					4
	2023	4					4
	2024	4			1		3
NY	2021	1			1		0
	2022	0					0
	2023	0					0
	2024	0					0
RI	2021	3					3
RI	2022	3					3
	2023	3			1		2
	2024	2			1		1
VT	2021	1					1
VT	2022	1			1		0
	2023	0				0	
Total	2021	33	1	0	2	0	32
	2024	30	1	0	9	1	20
Total	2022	32	1	0	2	0	31
	2023	31	0	0	1	0	30
	2024	30	0	0	9	1	20

- 2024 numbers have been added due to recent closures; if 2024 is not listed there is no change from our 2023 fiscal year end.

Table No. 5.
PROJECTED NEW OPENINGS OF PIZZERIA UNO®
FULL SERVICE AND TAKE OUT AND DELIVERY RESTAURANTS AS OF
OCTOBER 56, 2023*2024

State or Territory	Franchise Agreements Signed But Uno Restaurant Not Opened	Projected Franchised New Uno Restaurants	Projected Parent Owned Openings
Indiana	1 *	0	0
Sri Lanka	0	1	0
Total	1 0	1	0

~~*Opened November 1, 2023.~~ The names, addresses and telephone numbers of our franchisees and their Uno Restaurants as of October 6, 2024, 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 ~~October 3, 2023 or during the period from that date until~~ October 6, 2024, or who has not communicated with us within 10 weeks of October 6, 2024, 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 ~~October 3, 2023 or during the period from that date until~~ October 6, 2024. 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 October 3, 2023, Fiscal Year Ended October 4, 2022 and Fiscal Year Ended September 28, 2021” are attached hereto as Attachment A. Also included are unaudited financial statements as of September 3, 2024.

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 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	October 28, 2024 See Separate FDD
Florida	February 7, 2024 See Separate FDD
Hawaii	Not Filed
Illinois	November 6, 2024 See Separate FDD
Indiana	November 6, 2024 See Separate FDD
Maryland	November 12, 2024 See Separate FDD
Michigan	November 6, 2024 See Separate FDD
Minnesota	_____ , 2023 _____ , 2025
New York	November 6, 2024 See Separate FDD
North Dakota	Not Filed
Rhode Island	December 6, 2024 See Separate FDD
South Dakota	Not Filed
Utah	January 8, 2024 See Separate FDD
Virginia	December 19, 2024 See Separate FDD
Washington	Not Filed
Wisconsin	November 6, 2024 See Separate FDD

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.