FORM T-3

Initial application for qualification of trust indentures

Filing Date: **2010-06-25**
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FILER

Uno Foods Inc.
CIK:**1494667**| IRS No.: **043096183** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-19** | Film No.: **10918147**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617 323-9200*

Uno of America, Inc.
CIK:**1494669**| IRS No.: **100002664** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-18** | Film No.: **10918146**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Astoria, Inc.
CIK:**1494670**| IRS No.: **043511488** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-17** | Film No.: **10918145**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617 323-9200*

Uno of Henrietta, Inc.
CIK:**1494672**| IRS No.: **161465549** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-53** | Film No.: **10918181**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617 323-9200*

Uno of Indiana, Inc.
CIK:**1494674**| IRS No.: **043536877** | State of Incorp.:**IN** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-52** | Film No.: **10918180**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Kingstowne, Inc.
CIK:**1494675**| IRS No.: **043483484** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-51** | Film No.: **10918179**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Bangor, Inc.
CIK:**1494683**| IRS No.: **043438082** | State of Incorp.:**ME** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-16** | Film No.: **10918144**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Daytona, Inc.

CIK:1494687| IRS No.: **593265377** | State of Incorp.:**FL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-56** | Film No.: **10918184**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD	100 CHARLES PARK ROAD
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Uno of Hagerstown, Inc.

CIK:1494692| IRS No.: **043483481** | State of Incorp.:**MD** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-55** | Film No.: **10918183**

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C/O UNO RESTAURANTS, LLC	C/O UNO RESTAURANTS, LLC
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Uno of Haverhill, Inc.

CIK:1494693| IRS No.: **043486911** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-54** | Film No.: **10918182**

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C/O UNO RESTAURANTS, LLC	C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD	100 CHARLES PARK ROAD
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Uno Enterprises, Inc.

CIK:1494807| IRS No.: **571160137** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-20** | Film No.: **10918148**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD	100 CHARLES PARK ROAD
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Uno Restaurant of Woburn, Inc.

CIK:1494810| IRS No.: **043244642** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-45** | Film No.: **10918173**

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Uno Restaurants, LLC

CIK:1494812| IRS No.: **042662934** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938** | Film No.: **10918132**

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100 CHARLES PARK ROAD	100 CHARLES PARK ROAD
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UR of Attleboro MA, LLC

CIK:1494813| IRS No.: **841651439** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-44** | Film No.: **10918172**

Mailing Address	Business Address
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UR of Bowie MD, Inc.

CIK:1494815| IRS No.: **300076605** | State of Incorp.:**MD** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-43** | Film No.: **10918171**

Mailing Address	Business Address
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UR of Clay NY, LLC

CIK:1494816| IRS No.: **550827877** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-42** | Film No.: **10918170**

Mailing Address	Business Address
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UR of Columbia MD, Inc.

CIK:1494817| IRS No.: **300222661** | State of Incorp.:**MD** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-41** | Film No.: **10918169**

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UR of Danbury CT, Inc.

CIK:1494819| IRS No.: **043679593** | State of Incorp.:**CT** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-40** | Film No.: **10918168**

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UR of Dover NH, Inc.

CIK:1494820| IRS No.: **043679581** | State of Incorp.:**NH** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-39** | Film No.: **10918167**

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UR of Fayetteville NY, LLC

CIK:1494822| IRS No.: **043754663** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-38** | Film No.: **10918166**

Mailing Address	Business Address
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UR of Gainesville VA, LLC

CIK:1494824| IRS No.: **331099759** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-37** | Film No.: **10918165**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132	BOSTON MA 02132

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UR of Inner Harbor MD, Inc.

CIK:1494825| IRS No.: **743038015** | State of Incorp.:**MD** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-36** | Film No.: **10918164**

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UR of Melbourne FL, LLC

CIK:1494831| IRS No.: **412222114** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-15** | Film No.: **10918143**

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UR of Milford CT, Inc.

CIK:1494838| IRS No.: **043679584** | State of Incorp.:**CT** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-04** | Film No.: **10918131**

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UR of Millbury MA, LLC

CIK:1494839| IRS No.: **651225439** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-03** | Film No.: **10918130**

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UR of Nashua NH, LLC

CIK:1494841| IRS No.: **043754662** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-02** | Film No.: **10918129**

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UR of New Hartford NY, LLC

CIK:1494842| IRS No.: **550856477** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-01** | Film No.: **10918128**

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UR of Swampscott MA, LLC

CIK:1494851| IRS No.: **043679576** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-14** | Film No.: **10918142**

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UR of Taunton MA, LLC

CIK:1494852| IRS No.: **680564062** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-13** | Film No.: **10918141**

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617 323-9200

UR of Tilton NH, LLC

CIK:1494854| IRS No.: **542118812** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-12** | Film No.: **10918140**

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UR of Virginia Beach VA, LLC

CIK:1494856| IRS No.: **043754665** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-11** | Film No.: **10918139**

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UR of Webster NY, LLC

CIK:1494857| IRS No.: **870723246** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-10** | Film No.: **10918138**

Mailing Address
C/O UNO RESTAURANTS, LLC
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UR of Winter Garden FL, LLC

CIK:1494858| IRS No.: **711005503** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-09** | Film No.: **10918137**

Mailing Address
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UR of Wrentham MA, Inc.

CIK:1494859| IRS No.: **412059221** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-08** | Film No.: **10918136**

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URC, LLC

CIK:1494861| IRS No.: **042953702** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-07** | Film No.: **10918135**

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617 323-9200

Waltham Uno, Inc.

CIK:1494862| IRS No.: **043305168** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-06** | Film No.: **10918134**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Manassas, Inc.

CIK:1494865| IRS No.: **043516736** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-50** | Film No.: **10918178**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of New Jersey, Inc.

CIK:1494868| IRS No.: **043541734** | State of Incorp.:**NJ** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-49** | Film No.: **10918177**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of New York, Inc.

CIK:1494869| IRS No.: **100008395** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-48** | Film No.: **10918176**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Providence, Inc.

CIK:1494870| IRS No.: **043463887** | State of Incorp.:**RI** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-47** | Film No.: **10918175**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Uno of Schaumburg, Inc.

CIK:1494871| IRS No.: **364006340** | State of Incorp.:**IL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-46** | Film No.: **10918174**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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8250 International Drive Corp

CIK:1495031| IRS No.: **043195174** | State of Incorp.:**FL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-81** | Film No.: **10918211**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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B.S. Acquisition Corp.

CIK:1495033| IRS No.: **223323988** | State of Incorp.:**NJ** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-80** | Film No.: **10918210**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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B.S. of Woodbridge, Inc.

CIK:1495034| IRS No.: **223321674** | State of Incorp.:**NJ** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-79** | Film No.: **10918209**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Fairfax Uno, Inc.

CIK:1495035| IRS No.: **541829335** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-78** | Film No.: **10918208**

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Kissimmee Uno, Inc.

CIK:1495038| IRS No.: **582186284** | State of Incorp.:**FL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-77** | Film No.: **10918207**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Marketing Services Group, Inc.

CIK:1495039| IRS No.: **043222318** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-76** | Film No.: **10918206**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Newport News Uno, Inc.

CIK:1495041| IRS No.: **541749347** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-75** | Film No.: **10918205**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Paramus Uno, Inc.

CIK:1495043| IRS No.: **222752938** | State of Incorp.:**NJ** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-74** | Film No.: **10918204**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
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Pizzeria Uno Corp

CIK:1495045| IRS No.: **042681278** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-73** | Film No.: **10918203**

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Pizzeria Uno of 86th Street, Inc.

CIK:1495046| IRS No.: **043142555** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-72** | Film No.: **10918202**

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Pizzeria Uno of Albany Inc.

CIK:1495047| IRS No.: **042900547** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-71** | Film No.: **10918201**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Bay Ridge, Inc.

CIK:1495050| IRS No.: **223049934** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-70** | Film No.: **10918200**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Bayside, Inc.

CIK:1495051| IRS No.: **061271281** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-69** | Film No.: **10918199**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Columbus Avenue, Inc.

CIK:1495055| IRS No.: **043009130** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-68** | Film No.: **10918198**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Forest Hills, Inc.

CIK:1495073| IRS No.: **061121087** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-67** | Film No.: **10918196**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Paramus, Inc.

CIK:1495078| IRS No.: **000000000** | State of Incorp.:**NJ** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-66** | Film No.: **10918195**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Reston, Inc.

CIK:1495080| IRS No.: **521722777** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-65** | Film No.: **10918193**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of South Street Seaport, Inc.

CIK:1495081| IRS No.: **043130446** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-64** | Film No.: **10918192**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Syracuse, Inc.

CIK:1495083| IRS No.: **043057142** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-63** | Film No.: **10918191**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Pizzeria Uno of Union Station, Inc.

CIK:1495084| IRS No.: **043030020** | State of Incorp.:**DC** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-62** | Film No.: **10918190**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Plizzettas of Concord, Inc.

CIK:1495090| IRS No.: **020466922** | State of Incorp.:**NH** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-61** | Film No.: **10918189**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132 617-323-9200*

Saxet Corp

CIK:1495123| IRS No.: **362816664** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-60** | Film No.: **10918188**

Mailing Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*
Business Address: *C/O UNO RESTAURANTS, LLC 100 CHARLES PARK ROAD BOSTON MA 02132*

617-323-9200

SL Properties, Inc.

CIK:**1495124**| IRS No.: **043561774** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-59** | Film No.: **10918187**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SL Uno Burlington, Inc.

CIK:**1495125**| IRS No.: **030370271** | State of Incorp.:**VT** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-58** | Film No.: **10918186**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
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100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SL Uno Ellicott City, Inc.

CIK:**1495126**| IRS No.: **043562030** | State of Incorp.:**MD** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-57** | Film No.: **10918185**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
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BOSTON MA 02132
617-323-9200

SL Uno Franklin Mills, Inc.

CIK:**1495127**| IRS No.: **061619016** | State of Incorp.:**PA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-35** | Film No.: **10918163**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132
617-323-9200

SL Uno Frederick, Inc.

CIK:**1495128**| IRS No.: **043562031** | State of Incorp.:**MD** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-34** | Film No.: **10918162**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SL Uno Gurnee Mills, Inc.

CIK:**1495130**| IRS No.: **043562032** | State of Incorp.:**IL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-33** | Film No.: **10918161**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SL Uno Hyannis, Inc.

CIK:**1495131**| IRS No.: **043561770** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-32** | Film No.: **10918160**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SL Uno Portland, Inc.

CIK:**1495133**| IRS No.: **010543353** | State of Incorp.:**ME** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-31** | Film No.: **10918159**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SL Uno Potomac Mills, Inc.

CIK:**1495134**| IRS No.: **043562028** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-30** | Film No.: **10918158**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132
617-323-9200

SL Uno Waterfront, Inc.

CIK:**1495136**| IRS No.: **061619017** | State of Incorp.:**PA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-29** | Film No.: **10918157**

Mailing Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132

Business Address
C/O UNO RESTAURANTS, LLC
100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SLA Brockton, Inc.

CIK:**1495137**| IRS No.: **043562646** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-28** | Film No.: **10918156**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
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100 CHARLES PARK ROAD
BOSTON MA 02132
617-323-9200

SLA Due, Inc.

CIK:**1495138**| IRS No.: **043562642** | State of Incorp.:**IL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-27** | Film No.: **10918155**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
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617-323-9200

SLA Lake Mary, Inc.

CIK:**1495139**| IRS No.: **043576167** | State of Incorp.:**FL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-26** | Film No.: **10918154**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
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BOSTON MA 02132
617-323-9200

SLA Mail II, Inc.

CIK:**1495140**| IRS No.: **043576169** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-25** | Film No.: **10918153**

Mailing Address
C/O UNO RESTAURANTS, LLC
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BOSTON MA 02132

Business Address
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100 CHARLES PARK ROAD
BOSTON MA 02132

617-323-9200

SLA Mail, Inc.

CIK:1495141| IRS No.: **043562649** | State of Incorp.:**MA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-24** | Film No.: **10918152**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	*C/O UNO RESTAURANTS, LLC*
100 CHARLES PARK ROAD	*100 CHARLES PARK ROAD*
BOSTON MA 02132	*BOSTON MA 02132*
	617-323-9200

SLA Norfolk, Inc.

CIK:1495142| IRS No.: **043576174** | State of Incorp.:**VA** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-23** | Film No.: **10918151**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	*C/O UNO RESTAURANTS, LLC*
100 CHARLES PARK ROAD	*100 CHARLES PARK ROAD*
BOSTON MA 02132	*BOSTON MA 02132*
	617-323-9200

SLA Su Casa, Inc.

CIK:1495144| IRS No.: **043562643** | State of Incorp.:**IL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-22** | Film No.: **10918150**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	*C/O UNO RESTAURANTS, LLC*
100 CHARLES PARK ROAD	*100 CHARLES PARK ROAD*
BOSTON MA 02132	*BOSTON MA 02132*
	617-323-9200

SLA Uno, Inc.

CIK:1495145| IRS No.: **043562644** | State of Incorp.:**IL** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-21** | Film No.: **10918149**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	*C/O UNO RESTAURANTS, LLC*
100 CHARLES PARK ROAD	*100 CHARLES PARK ROAD*
BOSTON MA 02132	*BOSTON MA 02132*
	617-323-9200

Uno of Victor, Inc.

CIK:1495351| IRS No.: **161473273** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **T-3** | Act: **39** | File No.: **022-28938-05** | Film No.: **10918133**

Mailing Address	Business Address
C/O UNO RESTAURANTS, LLC	*C/O UNO RESTAURANTS, LLC*
100 CHARLES PARK ROAD	*100 CHARLES PARK ROAD*
BOSTON MA 02132	*BOSTON MA 02132*
	617 323-9200

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-3

FOR APPLICATIONS FOR QUALIFICATION OF INDENTURES
UNDER THE TRUST INDENTURE ACT OF 1939

UNO RESTAURANTS, LLC
(Issuer)

UNO RESTAURANT HOLDINGS CORPORATION
(Parent)

8250 INTERNATIONAL DRIVE CORPORATION
B.S. ACQUISITION CORP.
B.S. OF WOODBRIDGE, INC.
FAIRFAX UNO, INC.
KISSIMMEE UNO, INC.
MARKETING SERVICES GROUP, INC.
NEWPORT NEWS UNO, INC.
PARAMUS UNO, INC.
PIZZERIA UNO CORPORATION
PIZZERIA UNO OF 86TH STREET, INC.
PIZZERIA UNO OF ALBANY INC.
PIZZERIA UNO OF BAY RIDGE, INC.
PIZZERIA UNO OF BAYSIDE, INC.
PIZZERIA UNO OF COLUMBUS AVENUE, INC.
PIZZERIA UNO OF FOREST HILLS, INC.
PIZZERIA UNO OF PARAMUS, INC.
PIZZERIA UNO OF RESTON, INC.
PIZZERIA UNO OF SOUTH STREET SEAPORT, INC.
PIZZERIA UNO OF SYRACUSE, INC.
PIZZERIA UNO OF UNION STATION, INC.
PLIZZETTAS OF CONCORD, INC.
SAXET CORPORATION
SL PROPERTIES, INC.
SL UNO BURLINGTON, INC.
SL UNO ELLICOTT CITY, INC.
SL UNO FRANKLIN MILLS, INC.

SL UNO FREDERICK, INC.
SL UNO GURNEE MILLS, INC.
SL UNO HYANNIS, INC.
SL UNO PORTLAND, INC.
SL UNO POTOMAC MILLS, INC.
SL UNO WATERFRONT, INC.
SLA BROCKTON, INC.
SLA DUE, INC.
SLA LAKE MARY, INC.
SLA MAIL II, INC.
SLA MAIL, INC.
SLA NORFOLK, INC.
SLA SU CASA, INC.
SLA UNO, INC.
UNO ENTERPRISES, INC.
UNO FOODS INC.
UNO OF AMERICA, INC.
UNO OF ASTORIA, INC.
UNO OF BANGOR, INC.
UNO OF DAYTONA, INC.
UNO OF HAGERSTOWN, INC.
UNO OF HAVERHILL, INC.
UNO OF HENRIETTA, INC.
UNO OF INDIANA, INC.
UNO OF KINGSTOWNE, INC.
UNO OF MANASSAS, INC.
UNO OF NEW JERSEY, INC.
UNO OF NEW YORK, INC.
UNO OF PROVIDENCE, INC.
UNO OF SCHAUMBURG, INC.
UNO OF VICTOR, INC.
UNO RESTAURANT OF WOBURN, INC.
UR OF ATTLEBORO MA, LLC
UR OF BOWIE MD, INC.
UR OF CLAY NY, LLC
UR OF COLUMBIA MD, INC.
UR OF DANBURY CT, INC.
UR OF DOVER NH, INC.
UR OF FAYETTEVILLE NY, LLC
UR OF GAINESVILLE VA, LLC
UR OF INNER HARBOR MD, INC.
UR OF MELBOURNE FL, LLC
UR OF MILFORD CT, INC.
UR OF MILLBURY MA, LLC
UR OF NASHUA NH, LLC
UR OF NEW HARTFORD NY, LLC
UR OF SWAMPSCOTT MA, LLC
UR OF TAUNTON MA, LLC

UR OF TILTON NH, LLC
UR OF VIRGINIA BEACH VA, LLC
UR OF WEBSTER NY, LLC
UR OF WINTER GARDEN FL, LLC
UR OF WRENTHAM MA, INC.
URC, LLC
WALTHAM UNO, INC.

(Guarantors)

100 Charles Park Road
Boston, Massachusetts 02132
(Address of principal executive offices)

Securities to be Issued Under the Indenture to be Qualified

Title of Class	Amount
15% Senior Subordinated Secured Notes due 2016	Up to approximately $25,000,000 aggregate initial principal amount plus additional notes as permitted by the indenture

Approximate date of proposed public offering: **As soon as practicable after the Effective Date under the Plan of Reorganization.**

Name and Address of Agent for Service:

Louie Psallidas
Chief Financial Officer
Uno Restaurants Holdings Corporation
100 Charles Park Road
Boston, Massachusetts 02132
(617) 323-9200

With a copy to:

Christopher K. Aidun, Esq.
Corey Chivers, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
(212) 310-8000

The Applicants hereby amend this application for qualification on such date or dates as may be necessary to delay its effectiveness until (i) the 20th day after the filing of an amendment which specifically states that it shall supersede this Application for Qualification, or (ii) such date as the Securities and Exchange Commission, acting pursuant to Section 307(c) of the Trust Indenture Act of 1939, may determine upon the written request of the Applicants.

GENERAL

1. General Information.

(a) Form of organization

Applicant	Form of Organization	Jurisdiction
Uno Restaurants, LLC (the "Company")	Limited Liability Company	Delaware
Uno Restaurant Holdings Corporation (the "Parent")	Corporation	Delaware
8250 International Drive Corporation	Corporation	Florida
B.S. Acquisition Corp.	Corporation	New Jersey
B.S. of Woodbridge, Inc.	Corporation	New Jersey
Fairfax Uno, Inc.	Corporation	Virginia
Kissimmee Uno, Inc.	Corporation	Florida
Marketing Services Group, Inc.	Corporation	Massachusetts
Newport News Uno, Inc.	Corporation	Virginia
Paramus Uno, Inc.	Corporation	New Jersey
Pizzeria Uno Corporation	Corporation	Delaware
Pizzeria Uno of 86th Street, Inc.	Corporation	New York
Pizzeria Uno of Albany Inc.	Corporation	New York
Pizzeria Uno of Bay Ridge, Inc.	Corporation	New York
Pizzeria Uno of Bayside, Inc.	Corporation	New York
Pizzeria Uno of Columbus Avenue, Inc.	Corporation	New York
Pizzeria Uno of Forest Hills, Inc.	Corporation	New York
Pizzeria Uno of Paramus, Inc.	Corporation	New Jersey
Pizzeria Uno of Reston, Inc.	Corporation	Virginia
Pizzeria Uno of South Street Seaport, Inc.	Corporation	New York
Pizzeria Uno of Syracuse, Inc.	Corporation	New York
Pizzeria Uno of Union Station, Inc.	Corporation	District of Columbia
Plizzettas of Concord, Inc.	Corporation	New Hampshire
Saxet Corporation	Corporation	Delaware
SL Properties, Inc.	Corporation	Massachusetts
SL Uno Burlington, Inc.	Corporation	Vermont
SL Uno Ellicott City, Inc.	Corporation	Maryland
SL Uno Franklin Mills, Inc.	Corporation	Pennsylvania
SL Uno Frederick, Inc.	Corporation	Maryland
SL Uno Gurnee Mills, Inc.	Corporation	Illinois
SL Uno Hyannis, Inc.	Corporation	Massachusetts
SL Uno Portland, Inc.	Corporation	Maine
SL Uno Potomac Mills, Inc.	Corporation	Virginia
SL Uno Waterfront, Inc.	Corporation	Pennsylvania
SLA Brockton, Inc.	Corporation	Massachusetts
SLA Due, Inc.	Corporation	Illinois
SLA Lake Mary, Inc.	Corporation	Florida
SLA Mail II, Inc.	Corporation	Massachusetts
SLA Mail, Inc.	Corporation	Massachusetts
SLA Norfolk, Inc.	Corporation	Virginia
SLA Su Casa, Inc.	Corporation	Illinois
SLA Uno, Inc.	Corporation	Illinois
Uno Enterprises, Inc.	Corporation	Virginia
Uno Foods Inc.	Corporation	Massachusetts
Uno of America, Inc.	Corporation	Massachusetts
Uno of Astoria, Inc.	Corporation	New York
Uno of Bangor, Inc.	Corporation	Maine
Uno of Daytona, Inc.	Corporation	Florida

Applicant	Form of Organization	Jurisdiction
Uno of Hagerstown, Inc.	Corporation	Maryland
Uno of Haverhill, Inc.	Corporation	Massachusetts
Uno of Henrietta, Inc.	Corporation	New York
Uno of Indiana, Inc.	Corporation	Indiana
Uno of Kingstowne, Inc.	Corporation	Virginia
Uno of Manassas, Inc.	Corporation	Virginia
Uno of New Jersey, Inc.	Corporation	New Jersey
Uno of New York, Inc.	Corporation	New York
Uno of Providence, Inc.	Corporation	Rhode Island
Uno of Schaumburg, Inc.	Corporation	Illinois
Uno of Victor, Inc.	Corporation	New York
Uno Restaurant of Woburn, Inc.	Corporation	Massachusetts
UR of Attleboro MA, LLC	Limited Liability Company	Delaware
UR of Bowie MD, Inc.	Corporation	Maryland
UR of Clay NY, LLC	Limited Liability Company	Delaware
UR of Columbia MD, Inc.	Corporation	Maryland
UR of Danbury CT, Inc.	Corporation	Connecticut
UR of Dover NH, Inc.	Corporation	New Hampshire
UR of Fayetteville NY, LLC	Limited Liability Company	Delaware
UR of Gainesville VA, LLC	Limited Liability Company	Delaware
UR of Inner Harbor MD, Inc.	Corporation	Maryland
UR of Melbourne FL, LLC	Limited Liability Company	Delaware
UR of Milford CT, Inc.	Corporation	Connecticut
UR of Millbury MA, LLC	Limited Liability Company	Delaware
UR of Nashua NH, LLC	Limited Liability Company	Delaware
UR of New Hartford NY, LLC	Limited Liability Company	Delaware
UR of Swampscott MA LLC	Corporation	Delaware
UR of Taunton MA, LLC	Limited Liability Company	Delaware
UR of Tilton NH, LLC	Limited Liability Company	Delaware
UR of Virginia Beach VA, LLC	Limited Liability Company	Delaware
UR of Webster NY, LLC	Limited Liability Company	Delaware
UR of Winter Garden FL, LLC	Limited Liability Company	Delaware
UR of Wrentham MA, Inc.	Corporation	Massachusetts
URC, LLC	Limited Liability Company	Delaware
Waltham Uno, Inc.	Corporation	Massachusetts

(b) State or other sovereign power under which organized:

See the information provided in response to Section 1(a).

2. Securities Act Exemption Applicable.

The 15% senior subordinated secured notes due 2016 (the "New Notes") of Uno Restaurants, LLC (the "Company"), to be issued under the indenture to be qualified hereby (the "Indenture"), will be offered in a rights offering on a pro rata basis to holders of the Company's existing 10% Senior Secured Notes due 2011 (the "Old Notes"), pursuant to the terms of the first amended joint consolidated plan of reorganization of Uno Restaurant Holdings Corporation (the "Parent") and affiliate debtors and debtors in possession, including the Company, dated May 7, 2010, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms and provisions thereof (the "Plan of Reorganization"), under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). Additionally, to the extent not all of the New Notes are subscribed for in the rights offering, the New Notes may be offered to Twin Haven Capital Partners, LLC and Coliseum Capital Management, LLC (the "Backstop Parties"), subject to the terms and conditions of the agreement between the Backstop Parties and the Company (the "Backstop Commitment Agreement"), pursuant to the Plan of Reorganization. The Plan of Reorganization will become effective on the date on which all conditions to consummation of the Plan of Reorganization have been satisfied or waived (the "Effective Date"). The terms of the

Plan of Reorganization are contained in the Disclosure Statement dated May 7, 2010 incorporated by reference to Exhibit T3E.1.

The issuance of the New Notes is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided by Section 1145(a)(1) of the Bankruptcy Code. Section 1145(a)(1) of the Bankruptcy Code exempts an offer and sale of securities under a plan of reorganization from registration under the Securities Act and state securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities of the debtor, an affiliate participating in a joint plan with the debtor or a successor to the debtor under the plan; (ii) the recipients of the securities must hold a prepetition or administrative expense claim against the debtor or an interest in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or principally in such exchange and partly for cash or property. The Applicants believe that the issuance of the New Notes to the holders of Old Notes will satisfy the aforementioned requirements.

Under the Plan of Reorganization, the New Notes to be purchased by the Backstop Parties in accordance with the terms of the Backstop Commitment Agreement will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance upon the exemption set forth in Section 4(2) of the Securities Act and, to the extent applicable, Regulation D promulgated thereunder, to the extent Section 1145(a)(1) of the Bankruptcy Code is unavailable.

AFFILIATIONS

3. Affiliates.

The following is a list of affiliates that are not Applicants as of the date of this Application. The following are not expected to be affiliates, in accordance with the Plan of Reorganization, immediately following the Effective Date.

Company Name	Jurisdiction of Formation	Owner	Percentage
Uno Acquisition Parent, Inc.	Delaware	Private investors(1)	
Uno Holdings LLC	Delaware	Uno Acquisition Parent, Inc.	100%
Uno Holdings II LLC	Delaware	Uno Holdings LLC	100%
Aurora Uno, Inc.	Colorado	Uno Restaurants, LLC	100%
Franklin Mills Pizzeria, Inc.	Pennsylvania	Uno Restaurants, LLC	100%
Herald Center Uno Rest. Inc.	New York	Uno Restaurants, LLC	100%
Newington Uno, Inc.	Connecticut	URC II, LLC	100%
Newton Takery, Inc.	Massachusetts	Uno Restaurants, LLC	100%
Pizzeria Due, Inc.	Illinois	Uno Restaurants, LLC	100%
Pizzeria Uno of Altamonte Springs, Inc.	Florida	Uno Restaurants, LLC	100%
Pizzeria Uno of Ballston, Inc.	Virginia	URC II, LLC	100%
Pizzeria Uno of Bethesda, Inc.	Maryland	URC II, LLC	100%
Pizzeria Uno of Brockton, Inc.	Massachusetts	Uno Restaurants, LLC	100%
Pizzeria Uno of Buffalo, Inc.	New York	Uno Restaurants, LLC	100%
Pizzeria Uno of Dock Square, Inc.	Massachusetts	URC II, LLC	100%
Pizzeria Uno of East Village Inc.	New York	Uno Restaurants, LLC	100%
Pizzeria Uno of Fair Oaks, Inc.	Virginia	URC II, LLC	100%
Pizzeria Uno of Fairfield, Inc.	Missouri	Uno Restaurants, LLC	100%
Pizzeria Uno of Kingston, Inc.	Massachusetts	Uno Restaurants, LLC	100%
Pizzeria Uno of Lynbrook Inc.	New York	Uno Restaurants, LLC	100%
Pizzeria Uno of Norfolk, Inc.	Virginia	Uno Restaurants, LLC	100%
Pizzeria Uno of Penn Center, Inc.	Pennsylvania	Uno Restaurants, LLC	100%
Pizzeria Uno of Springfield, Inc.	Massachusetts	Uno Restaurants, LLC	100%
Pizzeria Uno of Washington, DC, Inc.	District of Columbia	URC II, LLC	100%

Pizzeria Uno of Westfarms, LLC	Delaware	URC II, LLC	100%
Pizzeria Uno, Inc.	Illinois	Uno Restaurants, LLC	100%
Plizzettas of Burlington, Inc.	Vermont	Uno Restaurants, LLC	100%
SL Uno Greece, Inc.	New York	SL Properties, Inc.	100%
SL Uno Maryville, Inc.	Tennessee	SL Properties, Inc.	100%
SL Uno University Blvd., Inc.	Florida	SL Properties, Inc.	100%
SLA Norwood, Inc.	Massachusetts	SLA Mail, Inc.	100%
SLA Vernon Hills, Inc.	Illinois	SLA Mail II, Inc.	100%
Su Casa, Inc.	Illinois	Uno Restaurants, LLC	100%
Uno Bay, Inc.	Pennsylvania	B.S. Acquisition Corp.	100%
Uno Foods International, LLC	Delaware	Uno Foods Inc.	100%
Uno of Aurora, Inc.	Illinois	Uno Restaurants, LLC	100%
Uno of Concord Mills, Inc.	North Carolina	Uno Restaurants, LLC	100%
Uno of Crestwood, Inc.	Illinois	Uno Restaurants, LLC	100%
Uno of Dulles, Inc.	Virginia	Uno Restaurants, LLC	100%
Uno of Falls Church, Inc.	Virginia	Uno Restaurants, LLC	100%
Uno of Georgesville, Inc.	Ohio	Uno Restaurants, LLC	100%
Uno of Gurnee Mills, Inc.	Illinois	Uno Restaurants, LLC	100%
Uno of Highlands Ranch, Inc.	Colorado	Uno Restaurants, LLC	100%
Uno of Kirkwood, Inc.	Missouri	Uno Restaurants, LLC	100%
Uno of Lombard, Inc.	Illinois	Uno Restaurants, LLC	100%
Uno of Manchester, Inc.	Connecticut	Uno Restaurants, LLC	100%
Uno of Massachusetts, Inc.	Massachusetts	Uno Restaurants, LLC	100%
Uno of Smithtown, Inc.	New York	Uno Restaurants, LLC	100%
Uno of Smoketown, Inc.	Virginia	Uno Restaurants, LLC	100%
Uno of Tennessee, Inc.	Tennessee	Uno Restaurants, LLC	100%
Uno Restaurant of Columbus, Inc.	Ohio	URC II, Inc.	100%
Uno Restaurant of Great Neck, Inc.	New York	Uno Restaurants, LLC	100%
Uno Restaurant of St. Charles, Inc.	Maryland	Uno Restaurants, LLC	100%
Uno Restaurants II, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Bel Air MD, Inc.	Maryland	Uno Restaurants, LLC	100%
UR of Columbia MD, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Fairfield CT, Inc.	Connecticut	Uno Restaurants, LLC	100%
UR of Fredericksburg VA, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Keene NH, Inc.	New Hampshire	Uno Restaurants, LLC	100%
UR of Landover MD, Inc.	Maryland	Uno Restaurants, LLC	100%
UR of Mansfield MA, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Merritt Island FL, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Methuen MA, Inc.	Massachusetts	Uno Restaurants, LLC	100%
UR of Newington NH, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Paoli PA, Inc.	Pennsylvania	Uno Restaurants, LLC	100%
UR of Plymouth MA, LLC	Delaware	Uno Restaurants, LLC	100%
UR of Portsmouth NH, Inc.	New Hampshire	Uno Restaurants, LLC	100%
UR of Towson MD, Inc.	Maryland	URC II, LLC	100%
URC II, LLC	Delaware	URC, LLC	100%
Westminster Uno, Inc.	Colorado	Uno Restaurants, LLC	100%

(1) See Item 5(a) for a list of persons who may be deemed to be "affiliates" of the Applicants by virtue of their holdings of the voting securities of Uno Acquisition Parent, Inc.

Certain directors and officers of the Applicants may be deemed to be "affiliates" of the Applicants by virtue of their positions with the Applicants. See Item 4, "Directors and Executive Officers."

Certain beneficial owners of the Applicants may be deemed to be "affiliates" of the Applicants by virtue of their ownership of voting securities of the Applicants. See Item 5, "Principal Owners of Voting Securities."

MANAGEMENT AND CONTROL

4. Directors and Executive Officers.

The following tables list the names and offices held by all directors and executive officers of the Applicants.

(1) The Company

The directors and executive officers of the Company are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary, Sr. Vice President-Human Resources
Bradley J. Boston	Division Vice President-Operations
Marc Bloomstein	Vice President-Operations Controller
Christopher Gatto	Vice President-Food & Beverage
Dino Georgakopolous	Vice President-Controller
John T. Griffin	Regional Vice President
Francis W. Guidara	Director, Chief Executive Officer, President
Richard K. Hendrie	Senior Vice President-Marketing
George W. Herz II	General Counsel, Secretary, Senior Vice President
Louis Miaritis	Senior Vice President-Franchise Development & Purchasing
Maurice D. Molod	Vice President-Real Estate
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Kenneth J. Richards	Vice President-Franchise Development/Uno Express
Edward G. Soulier, Jr.	Vice President-Compensation, Benefits & Payroll
James T. Strobino	Sr. Vice President of New Concept Development
Thomas H. Taylor	Vice President-Operations Projects and Communications
Kenneth A. Templeton	Regional Vice President-Operations
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

(2) The Parent

The directors and executive officers of the Parent are the following individuals. The executive officers are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary, Senior Vice President-Human Resources & Training
Guillaume Bebear	Director
Robert Bergmann	Director
William J. Golden	Senior Vice President-Operations
Francis W. Guidara	Director, Chief Executive Officer, President
Richard K. Hendrie	Senior Vice President-Marketing
George W. Herz II	General Counsel, Secretary, Senior Vice President

Name	Office
David L. Jaffe	Director
Charles J. Kozubal	Senior Vice President
Louis Miaritis	Senior Vice President-Franchise Development & Purchasing
Max Pine	Director
Louie Psallidas	Assistant Secretary, Chief Financial Officer, Senior Vice President-Finance, Treasurer
Michael P. Schnabel	Director
Aaron D. Spencer	Director
James T. Strobino	Vice President of New Concept Development
Roger L. Zingle	Chief Operating Officer, Assistant Secretary

The expected directors of the Parent, in accordance with the Plan of Reorganization, immediately following the Effective Date are the following individuals. Unless otherwise stated in the table, the mailing address for each of the individuals listed in the table below is: c/o Twin Haven Capital Partners, LLC, 11111 Santa Monica Boulevard, Suite 525, Los Angeles, CA 90025.

Name	Office	Mailing Address
Joseph A. Capella, Jr.	Director	
Adam L. Gray	Director	767 Third Avenue, 35th Floor , New York, NY 10017
Francis W. Guidara	Director	c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132
Louis Kim	Director	
Ryan L Langdon	Director	Newport Global Advisors, L.P., 46 Spruce St., Ste. 100, Southport, CT 06890-1443
Paul L. Mellinger	Director	
Robert B. Webster	Director	

(3) The Guarantors

The directors and executive officers of 8250 International Drive Corporation, B.S. Acquisition Corp., B.S. of Woodbridge, Inc., Fairfax Uno, Inc., Kissimmee Uno, Inc., Newport News Uno, Inc., Paramus Uno, Inc., Pizzeria Uno of 86th Street, Inc., Pizzeria Uno of Albany Inc., Pizzeria Uno of Bay Ridge, Inc., Pizzeria Uno of Bayside, Inc., Pizzeria Uno of Columbus Avenue, Inc., Pizzeria Uno of Forest Hills, Inc., Inc., Pizzeria Uno of Paramus, Inc., Pizzeria Uno of Reston, Inc., Pizzeria Uno of South Street Seaport, Inc., Pizzeria Uno of Syracuse, Inc., Pizzeria Uno of Union Station, Inc., Plizzettas of Concord, Inc., SL Uno Burlington, Inc., SL Uno Franklin Mills, Inc., SL Uno Gurnee Mills, Inc., SL Uno Portland, Inc., SL Uno Potomac Mills, Inc., SL Uno Waterfront, Inc., SLA Due, Inc., SLA Lake Mary, Inc., SLA Norfolk, Inc., SLA Su Casa, Inc., SLA Uno, Inc., Uno Enterprises, Inc., Uno of Astoria, Inc., Uno of Bangor, Inc., Uno of Daytona, Inc., Uno of Henrietta, Inc., Uno of Indiana, Inc., Uno of Kingstowne, Inc., Uno of Manassas, Inc., Uno of New Jersey, Inc., Uno of New York, Inc., Uno of Victor, Inc., UR of Attleboro MA, LLC, UR of Clay NY, LLC, UR of Danbury CT, Inc., UR of Dover NH, Inc., UR of Fayetteville NY, LLC, LLC, UR of Gainesville VA, LLC, Melbourne FL, LLC , UR of Milford CT, Inc., Millbury MA, LLC, UR of Nashua NH, LLC, UR of New Hartford NY, LLC, UR of Swampscott MA, LLC, UR of Taunton MA, LLC, UR of Tilton NH, LLC , UR of Virginia Beach VA, LLC, UR of Webster NY, LLC and UR of Winter Garden FL, LLC are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of Marketing Services Group, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Clerk
Francis W. Guidara	Director, Chief Executive Officer, President
Richard K. Hendrie	Senior Vice President-Marketing
Louie Psallidas	Director, Chief Financial Officer, Assistant Clerk, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Director, Chief Operating Officer, Assistant Clerk

The directors and executive officers of SL Properties, Inc., SL Uno Hyannis, Inc., SLA Brockton, Inc., SLA Mail II, Inc., SLA Mail, Inc., Uno of America, Inc., Uno of Haverhill, Inc., Uno Restaurant of Woburn, Inc., UR of Wrentham MA, Inc., and Waltham Uno, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Clerk
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Clerk, Senior Vice President
Louie Psallidas	Director, Chief Financial Officer, Assistant Clerk, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Director, Chief Operating Officer, Assistant Clerk

The directors and executive officers of Pizzeria Uno Corporation are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Michael Dellemonico	Vice President-Sales
Francis W. Guidara	Director, Chief Executive Officer, President
Richard K. Hendrie	Senior Vice President-Marketing
George W. Herz II	General Counsel, Secretary, Senior Vice President
Fredrick W. Houston	Vice President-Franchising
Charles J. Kozubal	Senior Vice President
Louis Miaritis	Senior Vice President-Franchise Development & Purchasing
Maurice D. Molod	Vice President-Real Estate
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Kenneth J. Richards	Vice President-Franchise Development/Uno Express
James T. Strobino	Vice President of New Concept Development
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of Saxet Corporation are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President
Maurice D. Molod	Vice President-Real Estate
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of SL Uno Ellicott City, Inc. and UR of Columbia MD, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
James L. Grabowski	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President
Gabrielle D.S. Jacobson	Assistant Secretary
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Martha K. White	Assistant Secretary
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of SL Uno Frederick, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Patricia D. Addington	Assistant Secretary
Roger C. Ahlfeld	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Ronald Reeser	Assistant Secretary
Vicky E. Stultz	Assistant Secretary
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of Uno Foods Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Clerk
Michael Dellemonico	Vice President-Sales
Francis W. Guidara	Director, Chief Executive Officer, President
Rick Haerick	Vice President-Plant Manager
George W. Herz II	General Counsel, Clerk, Senior Vice President
Charles J. Kozubal	Senior Vice President
Louis Miaritis	Senior Vice President-Franchise Development
Thomas A. Price	Senior Vice President-Finance
Louie Psallidas	Director, Chief Financial Officer, Assistant Clerk, Senior Vice President-Finance, Treasurer
James T. Strobino	Sr. Vice President of New Concept Development
Brian J. Whicher	Vice President-Quality Control
Roger L. Zingle	Director, Chief Operating Officer, Assistant Clerk

The directors and executive officers of Uno of Hagerstown, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
Theresa Harbert	Assistant Secretary
George W. Herz II	General Counsel, Secretary, Senior Vice President
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Miriam Reeser	Assistant Secretary
Ronald Reeser	Assistant Secretary
Roger L. Zingle	Director, Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of Uno of Providence, Inc. and Uno of Schaumburg, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President, Vice President
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of UR of Bowie MD, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Jeffrey R. DeCaro	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President

Erik H. Nyce	Assistant Secretary
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of UR of Inner Harbor MD, Inc. are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary
Francis W. Guidara	Director, Chief Executive Officer, President
George W. Herz II	General Counsel, Secretary, Senior Vice President
David F. Luby	Assistant Secretary
Louie Psallidas	Director, Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Martha K. White	Assistant Secretary
Andrew M. Winick	Assistant Secretary
Roger L. Zingle	Director, Chief Operating Officer, Assistant Secretary

The directors and executive officers of URC, LLC are the following individuals, who are expected to continue in office, in accordance with the Plan of Reorganization, immediately following the Effective Date. The mailing address for each of the individuals listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Name	Office
Roger C. Ahlfeld	Assistant Secretary, Vice President-Human Resources & Training
William J. Golden	Senior Vice President-Operations
Francis W. Guidara	Chief Executive Officer, President
Richard K. Hendrie	Senior Vice President -Marketing
George W. Herz II	General Counsel, Secretary, Senior Vice President
Alan D. LaBatte	Vice President-Information Systems
Louie Psallidas	Chief Financial Officer, Assistant Secretary, Senior Vice President-Finance, Treasurer
Roger L. Zingle	Chief Operating Officer, Assistant Secretary

5. Principal Owners of Voting Securities.

(a) The following tables set forth, as of the date of the filing of this Application, certain information regarding each person known by the Applicants to beneficially own 10 percent or more of the respective voting securities of the Applicants. The mailing address for each of the beneficial owners listed in the table below is: c/o Uno Restaurants, LLC, 100 Charles Park Road, Boston, Massachusetts 02132.

Applicant	Beneficial Owner	Title of Class Owned	Amount Owned	Percentage of Voting Securities Owned
The Company	Uno Restaurant Holdings Corporation	Membership Interest	100	100%
The Parent	Uno Holdings II LLC(1)	Class A Common Stock	1	100%
8250 International Drive Corporation	Uno Restaurants, LLC	Common Stock	100	100%
B.S. Acquisition Corp.	Uno Restaurants, LLC	Common Stock	100	100%
B.S. of Woodbridge, Inc.	B.S. Acquisition Corp.	Common Stock	100	100%
Fairfax Uno, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Kissimmee Uno, Inc.	Uno Restaurants, LLC	Common Stock	100	100%

Applicant	Beneficial Owner	Title of Class Owned	Amount Owned	Percentage of Voting Securities Owned
Marketing Services Group, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Newport News Uno, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Paramus Uno, Inc.	URC II, LLC	Common Stock	100	100%
Pizzeria Uno Corporation	Uno Restaurant Holdings Corporation	Common Stock	196	100%
Pizzeria Uno of 86th Street, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Pizzeria Uno of Albany Inc.	Uno Restaurants, LLC	Common Stock	10	100%
Pizzeria Uno of Bay Ridge, Inc.	Uno Restaurants, LLC	Common Stock	10	100%
Pizzeria Uno of Bayside, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Pizzeria Uno of Columbus Avenue, Inc.	Uno Restaurants, LLC	Common Stock	10	100%
Pizzeria Uno of Forest Hills, Inc.	Uno Restaurants, LLC	Common Stock	2	100%
Pizzeria Uno of Paramus, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Pizzeria Uno of Reston, Inc.	Uno Restaurants, LLC	Common Stock	10	100%
Pizzeria Uno of South Street Seaport, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Pizzeria Uno of Syracuse, Inc.	Uno Restaurants, LLC	Common Stock	10	100%
Pizzeria Uno of Union Station, Inc.	Uno Restaurants, LLC	Common Stock	1,000	100%
Plizzettas of Concord, Inc.	Uno Restaurants, LLC	Common Stock	10	100%
Saxet Corporation	Uno Restaurant Holdings Corporation	Common Stock	300	100%
SL Properties, Inc.	URC, LLC	Common Stock	100	100%
SL Uno Burlington, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Ellicott City, Inc.	Grabowski, James L.	Class B Common Stock	12	0%
	SL Properties, Inc.	Class A Common Stock	100	100%
SL Uno Franklin Mills, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Frederick, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Gurnee Mills, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Hyannis, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Portland, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Potomac Mills, Inc.	SL Properties, Inc.	Common Stock	100	100%
SL Uno Waterfront, Inc.	SL Properties, Inc.	Common Stock	100	100%
SLA Brockton, Inc.	SLA Mail, Inc.	Common Stock	100	100%
SLA Due, Inc.	SLA Mail, Inc.	Common Stock	100	100%
SLA Lake Mary, Inc.	SLA Mail II, Inc.	Common Stock	100	100%
SLA Mail II, Inc.	URC, LLC	Common Stock	100	100%
SLA Mail, Inc.	URC, LLC	Common Stock	100	100%
SLA Norfolk, Inc.	SLA Mail II, Inc.	Common Stock	100	100%
SLA Su Casa, Inc.	SLA Mail, Inc.	Common Stock	100	100%
SLA Uno, Inc.	SLA Mail, Inc.	Common Stock	100	100%
Uno Enterprises, Inc.	Uno Restaurant Holdings Corporation	Common Stock	5,000	100%
Uno Foods Inc.	Uno Restaurant Holdings Corporation	Common Stock	100	100%
Uno Holdings II LLC	Uno Holdings LLC	Membership Interest	100	100%
Uno Holdings LLC	Uno Acquisition Parent, Inc.	Membership Interest	100	100%
Uno of America, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Astoria, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
UNO of Bangor, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Daytona, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Hagerstown, Inc.	Uno Restaurants, LLC	Class A Common Stock	100	100%
Uno of Haverhill, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Henrietta, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Indiana, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Kingstowne, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
UNO of Manassas, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of New Jersey, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of New York, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Providence, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Schaumburg, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno of Victor, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
Uno Restaurant of Woburn, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
UR of Attleboro MA, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Bowie MD, Inc.	DeCaro, Jeffrey R.	Class B Common Stock	5	0%

Applicant	Beneficial Owner	Title of Class Owned	Amount Owned	Percentage of Voting Securities Owned
	Nyce, Erik H.	Class B Common Stock	5	0%
	Uno Restaurants, LLC	Class A Common Stock	100	100%
	Zingle, Roger L.	Class B Common Stock	5	0%
UR of Clay NY, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Columbia MD, Inc.	Grabowski, James L.	Class B Common Stock	12	0%
	Uno Restaurants, LLC	Class A Common Stock	100	100%
UR of Danbury CT, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
UR of Dover NH, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
UR of Fayetteville NY, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Gainesville VA, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Inner Harbor MD, Inc.	Luby, David F.	Class B Common Stock	15	0%
	Uno Restaurants, LLC	Class A Common Stock	100	100%
	White, Martha K.	Class B Common Stock	15	0%
	Winick, Andrew M.	Class B Common Stock	15	0%
	Nyce, Erik H.	Class B Common Stock	5	0%
	Pulli, Frank V.	Class B Common Stock	5	0%
	Uno Restaurants, LLC	Class A Common Stock	100	100%
UR of Melbourne FL, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Milford CT, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
UR of Millbury MA, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Nashua NH, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of New Hartford NY, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Swampscott MA, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Taunton MA, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Tilton NH, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Virginia Beach VA, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Webster NY, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Winter Garden FL, LLC	Uno Restaurants, LLC	Membership Interest	100	100%
UR of Wrentham MA, Inc.	Uno Restaurants, LLC	Common Stock	100	100%
URC, LLC	Uno Restaurant Holdings Corporation	Membership Interest	100	100%
Waltham Uno, Inc.	Uno Restaurants, LLC	Common Stock	100	100%

(1) Uno Holdings LLC holds 100% membership interest of Uno Holdings II LLC; Uno Acquisition Parent, Inc holds 100% membership interest of Uno Holdings LLC; There are 50,452 shares of Class A Common Stock of Uno Acquisition Parent, Inc. outstanding, which includes 33, 091.04 shares, or 66%, held by Centre Partners Management LLC and certain other affiliated funds, and 12,511.87 shares, or 25%, held by Aaron D. Spencer, the Founder and a director of the Parent, and certain members of his family.

UNDERWRITERS

6. Underwriters.

(a) Within three years prior to the date of the filing of this Application, no person acted as an underwriter of any securities of the Applicants that are currently outstanding on the date of this application.

(b) There is no proposed principal underwriter for the New Notes that are to be offered in connection with the Indenture that is to be qualified under this Application.

CAPITAL SECURITIES

7. Capitalization.

(a) The following tables set forth certain information with respect to each authorized class of securities of the Applicants to be outstanding as of the date of the filing of this Application. Each of the Applicants (other than the Company) is a guarantor of the New Notes.

Applicant	Title of Class	Amount Authorized	Amount Outstanding
The Company	Membership Interest	n/a	n/a
The Parent	Class A Common Stock	1	1
	The Old Notes	142,000,000	142,000,000
8250 International Drive Corporation	Common Stock	100	100
B.S. Acquisition Corp.	Common Stock	100	100
B.S. of Woodbridge, Inc.	Common Stock	100	100
Fairfax Uno, Inc.	Common Stock	100	100
Kissimmee Uno, Inc.	Common Stock	100	100
Marketing Services Group, Inc.	Common Stock	100	100
Newport News Uno, Inc.	Common Stock	100	100
Paramus Uno, Inc.	Common Stock	2,000	100
Pizzeria Uno Corporation	Common Stock	3,000	196
Pizzeria Uno of 86th Street, Inc.	Common Stock	200	100
Pizzeria Uno of Albany Inc.	Common Stock	200	10
Pizzeria Uno of Bay Ridge, Inc.	Common Stock	200	10
Pizzeria Uno of Bayside, Inc.	Common Stock	200	100
Pizzeria Uno of Columbus Avenue, Inc.	Common Stock	200	10
Pizzeria Uno of Forest Hills, Inc.	Common Stock	200	10
Pizzeria Uno of Paramus, Inc.	Common Stock	2,500	100
Pizzeria Uno of Reston, Inc.	Common Stock	5,000	10
Pizzeria Uno of South Street Seaport, Inc.	Common Stock	200	100
Pizzeria Uno of Syracuse, Inc.	Common Stock	200	10
Pizzeria Uno of Union Station, Inc.	Common Stock	1,000	1,000
Plizzettas of Concord, Inc.	Common Stock	10	10
Saxet Corporation	Common Stock	1,500	300
SL Properties, Inc.	Common Stock	100	100
SL Uno Burlington, Inc.	Common Stock	100	100
SL Uno Ellicott City, Inc.	Class A Common Stock	2,500	100
	Class B Common Stock	2,500	100
SL Uno Franklin Mills, Inc.	Common Stock	100	100
SL Uno Frederick, Inc.	Common Stock	100	100
SL Uno Gurnee Mills, Inc.	Common Stock	100	100
SL Uno Hyannis, Inc.	Common Stock	100	100
SL Uno Portland, Inc.	Common Stock	100	100
SL Uno Potomac Mills, Inc.	Common Stock	100	100
SL Uno Waterfront, Inc.	Common Stock	100	100
SLA Brockton, Inc.	Common Stock	100	100
SLA Due, Inc.	Common Stock	100	100
SLA Lake Mary, Inc.	Common Stock	25,000	100
SLA Mail II, Inc.	Common Stock	200,000	100
SLA Mail, Inc.	Common Stock	100	100
SLA Norfolk, Inc.	Common Stock	100	100
SLA Su Casa, Inc.	Common Stock	100	100
SLA Uno, Inc.	Common Stock	100	100
Uno Enterprises, Inc.	Common Stock	25,000	5,000
Uno Foods Inc.	Common Stock	10,000	100
Uno Holdings II LLC	Membership Interest	n/a	n/a
Uno Holdings LLC	Membership Interest	n/a	n/a
Uno of America, Inc.	Common Stock	100	100
Uno of Astoria, Inc.	Common Stock	100	100
UNO of Bangor, Inc.	Common Stock	100	100

Applicant	Title of Class	Amount Authorized	Amount Outstanding
Uno of Daytona, Inc.	Common Stock	100	100
Uno of Hagerstown, Inc.	Class A Common Stock	2,500	100
	Class B Common Stock	2,500	0
Uno of Haverhill, Inc.	Common Stock	100	100
Uno of Henrietta, Inc.	Common Stock	100	100
Uno of Indiana, Inc.	Common Stock	100	100
Uno of Kingstowne, Inc.	Common Stock	100	100
UNO of Manassas, Inc.	Common Stock	100	100
Uno of New Jersey, Inc.	Common Stock	100	100
Uno of New York, Inc.	Common Stock	100	100
Uno of Providence, Inc.	Common Stock	100	100
Uno of Schaumburg, Inc.	Common Stock	100	100
Uno of Victor, Inc.	Common Stock	100	100
Uno Restaurant of Woburn, Inc.	Common Stock	100	100
UR of Attleboro MA, LLC	Membership Interest	n/a	n/a
UR of Bowie MD, Inc.	Class A Common Stock	2,500	100
	Class B Common Stock	2,500	100
UR of Clay NY, LLC	Membership Interest	n/a	n/a
UR of Columbia MD, Inc.	Class A Common Stock	2,500	100
	Class B Common Stock	2,500	100
UR of Danbury CT, Inc.	Common Stock	100	100
UR of Dover NH, Inc.	Common Stock	100	100
UR of Fayetteville NY, LLC	Membership Interest	n/a	n/a
UR of Gainesville VA, LLC	Membership Interest	n/a	n/a
UR of Inner Harbor MD, Inc.	Class A Common Stock	2,500	100
	Class B Common Stock	2,500	100
UR of Melbourne FL, LLC	Membership Interest	n/a	n/a
UR of Milford CT, Inc.	Common Stock	100	100
UR of Millbury MA, LLC	Membership Interest	n/a	n/a
UR of Nashua NH, LLC	Membership Interest	n/a	n/a
UR of New Hartford NY, LLC	Membership Interest	n/a	n/a
UR of Swampscott MA, LLC	Membership Interest	n/a	n/a
UR of Taunton MA, LLC	Membership Interest	n/a	n/a
UR of Tilton NH, LLC	Membership Interest	n/a	n/a
UR of Virginia Beach VA, LLC	Membership Interest	n/a	n/a
UR of Webster NY, LLC	Membership Interest	n/a	n/a
UR of Winter Garden FL, LLC	Membership Interest	n/a	n/a
UR of Wrentham MA, Inc.	Common Stock	100	100
URC, LLC	Membership Interest	n/a	n/a
Waltham Uno, Inc.	Common Stock	100	100

(b) Each holder of Common Stock, Class A Common Stock or membership interests of each Applicant is entitled to one vote for each such security held on all matters submitted to a vote of security holders. Each holder of Class B Common Stock has no voting power. Holders of the Old Notes have no voting rights.

(c) Following the Effective Date, holders of the Old Notes will receive a distribution, on a pro rata basis, of 100% of the new common stock of the Parent. In connection with the Plan of Reorganization, holders of the Old Notes will also be offered the right to subscribe, on a pro rata basis, to the New Notes in an initial aggregate principal amount of $25 million. After the Effective Date, it is expected that each shareholder of new common stock of the Parent will be entitled to one vote for each share held on all matters submitted to a vote of shareholders. Holders of the New Notes will have no voting rights.

INDENTURE SECURITIES

8. Analysis of Indenture Provisions.

The New Notes will be issued under the Indenture, the form of which is attached hereto as Exhibit T3C.1. The following is a summary of the provisions of the Indenture required to be summarized by Section 305(a)(2) of the Trust Indenture Act of 1939 (the "Trust Indenture Act"). Holders of the New Notes are encouraged to read the entire Indenture because many provisions that will control the rights of a holder of the New Notes are not described in this analysis. Capitalized terms defined in the Indenture and used (but not otherwise defined) in this section are used in this section as so defined.

EVENTS OF DEFAULT; WITHHOLDING OF NOTICE

An Event of Default will occur under the Indenture if:

(1) there shall be a default in the payment of any interest on any New Note when it becomes due and payable, and such default shall continue for a period of 30 days;

(2) there shall be a default in the payment of the principal of (or premium, if any, on) any New Note at its Maturity;

(3) there shall be a default in the performance or breach of the provisions of Article Five of the Indenture, the Company shall have failed to make or consummate a Collateral Asset Sale Offer or an Asset Sale Offer in accordance with Section 4.11 of the Indenture, or the Company shall have failed to make or consummate a Change of Control Offer in accordance with Section 4.21 of the Indenture;

(4) there shall be a default in the performance, or breach, of any covenant or agreement of the Company or any Guarantor under the Indenture or any Guarantee (other than a default in the performance, or breach, of a covenant or agreement which is specifically dealt with in clause (1), (2) or (3) above) and such default or breach shall continue for a period of 30 days after written notice has been given, by certified mail, (1) to the Company by the Trustee or (2) to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the outstanding New Notes;

(5) (a) any default in the payment of the principal of, or, premium, if any, or interest on, any Indebtedness that shall have occurred under any of the agreements, indentures or instruments under which the Company or any Restricted Subsidiary then has outstanding Indebtedness in excess of $5.0 million when the same shall become due and payable in full and such default shall have continued after any applicable grace period and shall not have been cured or waived and, if not already matured at its final maturity in accordance with its terms, the holder of such Indebtedness shall have the right to accelerate such Indebtedness or (b) an event of default as defined in any of the agreements, indentures or instruments described in clause (a) of this clause (5) shall have occurred and the Indebtedness thereunder, if not already matured at its final maturity in accordance with its terms, shall have been accelerated;

(6) any Guarantee of Parent or a Significant Subsidiary shall for any reason cease to be, or shall for any reason be asserted in writing by Parent or any such Significant Subsidiary or the Company not to be, in full force and effect and enforceable in accordance with its terms, except to the extent contemplated by the Indenture and any such Guarantee;

(7) one or more judgments, orders or decrees of any court or regulatory or administrative agency for the payment of money in excess of $5.0 million, either individually or in the aggregate, shall be rendered against the Company or any Restricted Subsidiary or any of their respective properties and shall not be discharged and either (a) any creditor shall have commenced an enforcement proceeding upon such judgment, order or decree or (b) there

shall have been a period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of an appeal or otherwise, shall not be in effect;

(8) the entry of a decree or order by a court having jurisdiction in the premises adjudging the Company, Parent or any Significant Subsidiary bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustments or composition of or in respect of the Company, Parent or any Significant Subsidiary under any Bankruptcy Law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company, Parent or any Significant Subsidiary or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days;

(9) the institution by the Company, Parent or any Significant Subsidiary of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company, Parent or any Significant Subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due;

(10) either (a) the Senior Agent under the Credit Agreement or (b) if the Credit Agreement shall no longer be in force and effect, any holder of at least $5.0 million in aggregate principal amount of Indebtedness of the Company or any Restricted Subsidiary shall commence judicial proceedings to foreclose upon assets of the Company or any of its Restricted Subsidiaries having an aggregate Fair Market Value, individually or in the aggregate, in excess of $5.0 million or shall have exercised any right under applicable law or applicable security documents to take ownership of any such assets in lieu of foreclosure; and

(11) unless all of the Collateral has been released from the Second Priority Liens in accordance with the provisions of the Security Documents, default by the Company or any Restricted Subsidiary in the performance of the Security Documents which adversely affects the enforceability, validity, perfection or priority of the Second Priority Liens on a material portion of the Collateral granted to the Collateral Agent for the benefit of the Trustee and the Holders of the New Notes, the repudiation or disaffirmation by the Company or any Restricted Subsidiary of its obligations under the Security Documents or the determination in a judicial proceeding that any security interest granted in the Collateral pursuant to any Security Documents is unenforceable or invalid against the Company or any Significant Subsidiary party thereto for any reason with respect to a material portion of the Collateral (which default, repudiation, disaffirmation or determination is not rescinded, stayed, or waived by the Persons having such authority pursuant to the Security Documents or otherwise cured within 60 days after the Company receives written notice thereof specifying such occurrence from the Trustee or the Holders of at least 25% of the outstanding principal amount of the New Notes and demanding that such default be remedied).

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of New Notes a notice of the Default or Event of Default within 45 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium or interest on any New Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the New Notes.

AUTHENTICATION AND DELIVERY OF THE NEW NOTES; APPLICATION OF PROCEEDS

(a) An Executive Officer of the Company shall sign the New Notes for the Company by manual or facsimile signature. The Trustee shall authenticate (i) Initial Notes for original issue on the Issue Date and (ii) Additional Notes for original issue after the Issue Date, in each case upon a written order of the Company in the form of an Officers' Certificate (an "Authentication Order"). In addition, each such Authentication Order shall specify the amount of Notes to be authenticated, the date on which the New Notes are to be authenticated and

whether the New Notes are to be Initial Notes or Additional Notes and, if Additional Notes, whether they are PIK Notes.

Upon the Trustee's receipt of an Authentication Order for authentication of PIK Notes to be delivered to Holders of the New Notes on an Interest Payment Date prior to Maturity of such New Notes in satisfaction of the portion of the aggregate installment of interest due and payable on such New Notes on such Interest Payment Date constituting the PIK Interest Amount with respect to such Interest Payment Date for such New Notes, the Trustee shall authenticate for original issue Additional Notes constituting PIK Notes (or increase the principal amount of any Global Notes previously authenticated hereunder) in an aggregate principal amount equal to such PIK Interest Amount with respect to such Interest Payment Date for such New Notes, all as specified in such Authentication Order. Each such Authentication Order shall specify the respective amount of the Additional Notes constituting PIK Notes to be authenticated or principal amount of Global Notes previously authenticated to be increased and the Interest Payment Date on which the Additional Notes constituting PIK Notes are to be authenticated or the principal amount of Global Notes is to be increased. On any Interest Payment Date on which the Company pays PIK Interest on any New Notes by increasing the principal amount of any Global Note previously authenticated hereunder, the Trustee shall increase the principal amount of such Global Note by an amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such New Notes, rounded up to the nearest $1.00, to the credit of the Holders of such New Notes as of the relevant Regular Record Date for such Interest Payment Date, pro rata in accordance with their interests, and an adjustment shall be made on the books and records of the Registrar with respect to such Global Note by the Registrar to reflect such increase. On any Interest Payment Date on which the Company pays PIK Interest on any New Notes by issuing Additional Notes constituting PIK Notes, the Trustee shall deliver to the Holders of such New Notes as of the relevant Regular Record Date for such Interest Payment Date Additional Notes constituting PIK Notes having an aggregate principal amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such New Notes, with the principal amount thereof rounded up to the nearest $1.00.

The Trustee shall also authenticate for original issuance any Additional Notes not constituting PIK Notes (or increase the principal amount of any Global Note previously authenticated hereunder) in the aggregate principal amount of such Additional Notes, all as specified in the Authentication Order therefor.

(b) If an Executive Officer whose signature is on a New Note no longer holds that office at the time a New Note is authenticated, the New Note shall nevertheless be valid.

(c) A New Note shall not be valid until authenticated by the manual signature of the Trustee. Such signature shall be conclusive evidence that the New Note has been authenticated under the Indenture.

(d) The aggregate principal amount of New Notes which may be authenticated and delivered under the Indenture shall be limited to $40.0 million.

(e) The Trustee may appoint an authenticating agent acceptable to the Company to authenticate New Notes. An authenticating agent may authenticate New Notes whenever the Trustee may do so. Each reference in the Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

(f) Each Additional Note is an additional obligation of the Company and shall be governed by, and entitled to the benefits of, the Indenture and shall be subject to the terms of the Indenture, shall rank pari passu with and be subject to the same terms (including the rate of interest from time to time payable thereon) as all other New Notes (except, as the case may be, with respect to the issue date).

The proceeds from the issuance of the New Notes are expected to be used to repay the outstanding obligations under the term loan portion of the postpetition financing provided by the debtor in possession lenders under the debtor in possession credit agreement, dated as of January 21, 2010, in accordance with the Plan of

Reorganization. No provisions are contained in the Indenture with respect to the Company's use of proceeds of the issuance of the New Notes.

RELEASE AND SUBSTITUTION OF PROPERTY SUBJECT TO THE LIEN OF THE INDENTURE

In connection with the Applicants' restructuring and the issuance of the New Notes, the Company, the Parent, the Guarantors and the Trustee will enter into a security agreement which the Company expects will contain similar terms as to those in which the Parent is currently a party to in relation to the Company's 10% Senior Secured Notes due 2011. The following is a summary of the collateral release provisions of the Indenture:

(a) The Trustee shall not at any time release Collateral from the Second Priority Liens created by the Indenture and the Security Documents unless such release is in accordance with the provisions of the Indenture and the Security Documents.

(b) Collateral may be released from the Liens created by the Security Documents at any time or from time to time, and the Security Documents may be terminated, in accordance with the provisions of the Security Documents or in accordance with the Indenture. In addition, upon the request of the Company pursuant to an Officers' Certificate and Opinion of Counsel certifying that all conditions precedent hereunder have been met, the Trustee will release Collateral that is sold, conveyed, or disposed of in compliance with the provisions of the Indenture. Upon receipt of such Officers' Certificate and Opinion of Counsel, the Trustee will execute, deliver and acknowledge any necessary or proper instruments of termination or release to evidence the release of any Collateral permitted to be released pursuant to the Indenture or the Security Documents. The release of any Collateral from the terms of the Indenture and of the Security Documents or the release of, in whole or in part, the Liens created by the Security Documents, or the termination of the Security Documents, will not be deemed to impair the Liens on the Collateral in contravention of the provisions of the Indenture if and to the extent that the Liens on Collateral are released, or the Security Documents are terminated, pursuant to the Indenture or the applicable Security Documents. The Trustee and each of the Holders acknowledge that a release of Collateral or a Lien in accordance with the terms of the Security Documents will not be deemed for any purpose to be an impairment of the Lien on the Collateral in contravention of the terms of the Indenture. To the extent applicable, the Company and each obligor on the New Notes shall cause Section 314(d) of the TIA relating to the release of property or securities from the Lien of the Indenture and of the Security Documents to be complied with. Any certificate or opinion required by Section 314(d) of the TIA may be made by an officer of the Company, except in cases which Section 314(d) of the TIA requires that such certificate or opinion be made by an independent person. In releasing any Collateral pursuant to the terms of the Indenture, or any Security Document, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, in addition to the documents required by Section 13.04 of the Indenture, an Officers' Certificate certifying that such release is authorized or permitted by the Indenture and the Security Documents and the Subordination Agreement and that all conditions precedent, if any, to such release have been satisfied.

(c) Second Priority Liens securing the Note Obligations shall automatically and without the need for any further action by any Person be released:

(1) in whole, as to all property subject to such Second Priority Liens which has been taken by eminent domain, condemnation or other similar circumstances;

(2) in whole, as to all property subject to such Second Priority Liens, upon:

(i) payment in full of the principal of, accrued and unpaid interest and premium on the New Notes and all other Note Obligations; or

(ii) satisfaction and discharge of the Indenture as set forth under Article Twelve of the Indenture; or

(iii) Legal Defeasance or Covenant Defeasance of the Indenture as set forth under Article Eight of the Indenture;

(3) in part, as to any property that (a) is sold, transferred or otherwise disposed of by the Company or one of its Restricted Subsidiaries in a transaction not prohibited by the Indenture, at the time of such sale, transfer or disposition, to the extent of the interest sold, transferred or disposed of or (b) is owned or at any time acquired by a Guarantor that has been released from its Guarantee, concurrently with the release of such Guarantee;

(4) to the extent required by the Subordination Agreement, upon any release of a First Priority Lien thereon by the Senior Agent or as otherwise directed by the Senior Agent; provided, however, that if there is reinstated a Lien securing obligations under the Credit Agreement on any or all of the Collateral upon which the Second Priority Lien securing Note Obligations has been released pursuant to this clause (4) then, the Second Priority Lien securing the Note Obligations on such Collateral will also be deemed reinstated; and

(d) The Trustee shall execute and deliver to the Company and the Guarantors, at the Company's and Guarantors' expense, all documents that such parties shall reasonably request to evidence such release. Such documents shall be without recourse to or warranty by the Trustee.

SATISFACTION AND DISCHARGE; DEFEASANCE

The Company may, at its option, and at any time, elect to have either Section 8.02 or 8.03 of the Indenture be applied to all outstanding New Notes upon compliance with the conditions set forth in Article Eight of the Indenture.

Upon the Company's exercise of the option applicable to Section 8.02 of the Indenture, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 of the Indenture, be deemed to have been discharged from its obligations with respect to all outstanding New Notes and all obligations of the Guarantors shall be deemed to have been discharged with respect to their obligations under the Guarantees on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company and the Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding New Notes and Guarantees, respectively, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 of the Indenture and the other Sections of the Indenture referred to in clauses (a) and (b) below, and to have satisfied all of their other obligations under such New Notes and the Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding New Notes to receive solely from Funds in Trust (as defined in Section 8.04 of the Indenture and as more fully set forth in such Section) payments in respect of the principal of, premium, if any, and interest on such New Notes when such payments are due, (b) the Company's obligations with respect to such Notes under Article Two and Section 4.02 of the Indenture, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (d) Article Eight of the Indenture. Subject to compliance with this Article Eight, the Company may exercise its option under this Section of the Indenture notwithstanding the prior exercise of its option under Section 8.03 of the Indenture.

Upon the Company's exercise under Section 8.01 of the Indenture of the option applicable to Section 8.03 of the Indenture, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 of the Indenture, be released from its obligations, and each Restricted Subsidiary shall be released from its obligations, under the covenants contained in Sections 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.16, 4.17, 4.18, 4.19, 4.21, 4.22, 4.23, 5.01 and Article Ten of the Indenture with respect to the outstanding New Notes on and after the date the conditions set forth in Section 8.04 of the Indenture are satisfied (hereinafter, "Covenant Defeasance"), and the New Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or

declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such New Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding New Notes, the Company and each Restricted Subsidiary may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 of the Indenture, but, except as specified above, the remainder of the Indenture and such New Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 of the Indenture of the option applicable to Section of the Indenture, subject to the satisfaction of the conditions set forth in Section 8.04 of the Indenture, Sections 6.01(3) through (6) shall not constitute Events of Default.

The following shall be the conditions to the application of either Section 8.02 or 8.03 of the Indenture to the outstanding New Notes:

(a) the Company must irrevocably deposit or cause to be deposited with the Trustee, in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the New Notes cash in United States dollars, U. S. Government Obligations, or a combination thereof ("Funds in Trust"), in such amounts as, in the aggregate, will be sufficient, in the opinion of a nationally recognized firm of independent public accountants or a nationally recognized investment banking firm, to pay and discharge the principal of, premium, if any, and interest on the outstanding New Notes on the Stated Maturity (or on any date prior to the Stated Maturity (such date being referred to as the "Defeasance Redemption Date")) if, at or prior to electing either Legal Defeasance or Covenant Defeasance, the Company shall have delivered to the Trustee an irrevocable notice to redeem all of the outstanding New Notes;

(b) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of independent counsel in the United States stating that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of independent counsel in the United States shall confirm that, the Holders of the outstanding New Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of independent counsel in the United States to the effect that the Holders of the outstanding New Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or insofar as clause (8) or (9) of Section 6.01 is concerned, at any time during the period ending on the 91st day after the date of deposit;

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under, the Indenture or any other material agreement or instrument to which the Company, any Guarantor or any Restricted Subsidiary is a party or by which any of them is bound;

(f) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the holders of the New Notes or any Guarantee over the other creditors of the Company or any Guarantor with the intent of defeating, hindering, delaying or defrauding creditors of the Company, any Guarantor or others; and

(g) the Company will have delivered to the Trustee an Officers' Certificate and an opinion of independent counsel, each stating that all conditions precedent provided for relating to either the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

EVIDENCE AS TO COMPLIANCE WITH CONDITIONS AND COVENANTS

The Company and each Guarantor shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled their obligations under the Indenture, without regard to notice or grace periods, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge, the Company has kept, observed, performed and fulfilled their obligations under the Indenture and are not in default in the performance or observance of any of the terms, provisions and conditions of the Indenture (or, if a Default or Event of Default shall have occurred and be continuing, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of, premium, if any, or interest, if any, on the New Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

To the extent set forth in Section 314(a) of the TIA, the year-end financial statements delivered pursuant to Section 4.03 of the Indenture shall be accompanied by a written statement of the independent public accountants (which shall be a firm of established national reputation) of the Company (or Parent, if applicable) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Company has violated any provisions of this Article Four or Article Five (insofar as they relate to accounting matters) of the Indenture or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

The Company shall, so long as any of the New Notes are outstanding, deliver to the Trustee, within five Business Days of the occurrence of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of New Notes a notice of the Default or Event of Default within 45 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the New Notes.

Upon any request or application by the Company to the Trustee to take any action under the Indenture or any Security Document, the Company shall furnish to the Trustee:

(i) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 of the Indenture) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in the Indenture or such Security Document relating to the proposed action have been satisfied; and

(ii) to the extent required under Section 314 of the TIA, an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 of the Indenture) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in the Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) shall comply with the provisions of TIA Section 314(e) and shall include:

(i) a statement that the Person making such certificate or opinion has read such covenant or condition;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(iv) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of any Person may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of, or representation by, counsel or any Opinion of Counsel may be based, insofar as it relates to factual matters, upon certificates of public officials or upon a certificate or opinion of, or representations by, an officer or officers of the Company or any Guarantor (including an Officers' Certificate) stating that the information with respect to such factual matters is in the possession of the Company or such Guarantor unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under the Indenture, they may, but need not, be consolidated and form one instrument.

9. Other Obligors.

Other than the Applicants, no other person is an obligor with respect to the New Notes.

CONTENTS OF APPLICATION FOR QUALIFICATION

This application for qualification comprises:

(a) Pages numbered 1 to 30, consecutively.

(b) The Statement of Eligibility and Qualification on Form T-1 of U.S. Bank National Association, as trustee, under the Indenture to be qualified.

(c) The following exhibits in addition to those filed as part of the Statement of Eligibility and Qualification of the trustee:

Exhibit T3A.1	Certificate of Formation of Uno Restaurants, LLC. *
Exhibit T3A.2	Certificate of Incorporation of Uno Restaurant Holdings Corporation. *
Exhibit T3A.3	Articles of Incorporation of 8250 International Drive Corporation *
Exhibit T3A.4	Certificate of Incorporation of B.S. Acquisition Corp. *
Exhibit T3A.5	Certificate of Incorporation of B.S. of Woodbridge, Inc. *
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Exhibit T3A.7	Articles of Incorporation of Kissimme Uno, Inc. *
Exhibit T3A.8	Articles of Organization of Marketing Services Group, Inc. **
Exhibit T3A.9	Articles of Incorporation of Newport News Uno, Inc. **
Exhibit T3A.10	Certificate of Incorporation of Paramus Uno, Inc. *
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Exhibit T3A.12	Certificate of Incorporation of Pizzeria Uno of 86th Street, Inc. *
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Exhibit T3A.14	Certificate of Incorporation of Pizzeria Uno of Bay Ridge, Inc. *
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Exhibit T3C.1	Form of Indenture among Uno Restaurants, LLC, Uno Restaurant Holdings Corporation, the guarantors named therein and U.S. Bank National Association, as trustee.**
Exhibit T3D.1	Not Applicable.
Exhibit T3E.1	Disclosure Statement relating to the Plan of Reorganization of Uno Restaurant Holdings Corporation, et al. dated May 7, 2010. **
Exhibit T3E.2	Form of Subscription Notice and Instructions for Rights Offering in Connection with the Plan of Reorganization of Uno Restaurant Holdings Corporation, et al.**
Exhibit T3E.3	Form of Subscription Form for Rights Offering in Connection with the Plan of Reorganization of Uno Restaurant Holdings Corporation, et al.**
Exhibit T3F.1	Cross-reference sheet showing the location in the Indenture of the provisions inserted therein pursuant to Section 310 through 318(a), inclusive, of the Trust Indenture Act of 1939 (included in Exhibit T3C.1 hereto).**
Exhibit 25.1	Statement of Eligibility and Qualification on Form T-1 of U.S. Bank National Association, as trustee under the Indenture to be qualified .**

* To be filed by amendment.

** Filed herewith.

SIGNATURES

Pursuant to the requirements of the Trust Indenture Act of 1939, each of the Applicants below has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Boston, and State of Massachusetts, on the 25th day of June, 2010.

UNO RESTAURANTS, LLC

(SEAL)

By: /s/ Louie Psallidas
Name:Louie Psallidas
Title: Chief Financial Officer, Assistant Secretary

UNO RESTAURANT HOLDINGS CORPORATION

By: /s/ Louie Psallidas
Name:Louie Psallidas
Title: Chief Financial Officer, Assistant Secretary

Attest:

/s/ George W. Herz II
Name: George W. Herz II
Title: Secretary

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B.S. Acquisition Corp.
B.S. of Woodbridge, Inc.
Fairfax Uno, Inc.
Kissimmee Uno, Inc.
Marketing Services Group, Inc.
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Uno of America, Inc.
Uno of Astoria, Inc.
UNO of Bangor, Inc.
Uno of Daytona, Inc.
Uno of Hagerstown, Inc.
Uno of Haverhill, Inc.
Uno of Henrietta, Inc.
Uno of Indiana, Inc.
Uno of Kingstowne, Inc.
UNO of Manassas, Inc.
Uno of New Jersey, Inc.
Uno of New York, Inc.
Uno of Providence, Inc.

Uno of Schaumburg, Inc.
Uno of Victor, Inc.
Uno Restaurant of Woburn, Inc.
UR of Attleboro MA, LLC
UR of Bowie MD, Inc.
UR of Clay NY, LLC
UR of Columbia MD, Inc.
UR of Danbury CT, Inc.
UR of Dover NH, Inc.
UR of Fayetteville NY, LLC
UR of Gainesville VA, LLC
UR of Inner Harbor MD, Inc.
UR of Melbourne FL, LLC
UR of Milford CT, Inc.
UR of Millbury MA, LLC
UR of Nashua NH, LLC
UR of New Hartford NY, LLC
UR of Swampscott MA, LLC
UR of Taunton MA, LLC
UR of Tilton NH, LLC
UR of Virginia Beach VA, LLC
UR of Webster NY, LLC
UR of Winter Garden FL, LLC
UR of Wrentham MA, Inc.
URC, LLC
Waltham Uno, Inc.

By: /s/ Louie Psallidas
Name: Louie Psallidas
Title: Chief Financial Officer, Assistant Secretary

Attest:

/s/ George W. Herz II
Name: George W. Herz II
Title: Secretary

Exhibit T3C.1

UNO RESTAURANTS, LLC, as Issuer,

UNO RESTAURANT HOLDINGS CORPORATION,

THE GUARANTORS NAMED HEREIN

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

INDENTURE

Dated as of **[**_____**]**, 2010

15% Senior Subordinated Secured Notes due 2016[1]

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[1] Maturity date to be one day less than six months after the fifth anniversary of the initial issuance of Notes and semiannual interest payment dates to be at least one day before the six and 12-month semiannual dates.

CROSS REFERENCE TABLE

TIA Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.03, 7.08, 7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
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(b)	13.03
(c)	13.03
313(a)	7.06
(b)(1)	7.06
(b)(2)	7.06
(c)	7.06
(d)	7.06
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(b)	10.02
(c)(1)	13.04
(c)(2)	13.04
(c)(3)	N.A.
(d)	10.04
(e)	13.05
(f)	N.A.
315(a)	7.01(b)
(b)	7.05
(c)	7.01(a)
(d)	7.01(c)
(e)	6.11
316(a) (last sentence)	2.08
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
(c)	9.04
317(a)(1)	6.08
(a)(2)	6.09
(b)	2.03
318(a)	13.19
(b)	N.A.
(c)	13.19

N.A. means Not Applicable

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be a part of this Indenture.

TABLE OF CONTENTS

NOTE: This table of contents shall not, for any purpose, be deemed to be part of this Indenture.

INDENTURE (this "Indenture"), dated as of **[_____]**, 2010, among Uno Restaurants, LLC, a Delaware limited liability company (the "Company"), the Company's direct parent, Uno Restaurant Holdings Corporation, a Delaware corporation ("Parent"), the Guarantors (as herein defined) and U.S. Bank National Association, as trustee (the "Trustee").

The Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined below) of the Notes (as defined below):

ARTICLE ONE
Definitions and Incorporation by Reference[1]

Section 1.01. Definitions.

"144A Global Note" means a global note substantially in the form of Exhibit A1 hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that shall be issued in a denomination equal to the outstanding principal amount at maturity of the Notes sold in reliance on Rule 144A.

"Acquired Debt" means Indebtedness of a Person (1) existing at the time such Person becomes a Restricted Subsidiary or (2) assumed in connection with the acquisition of assets from such Person, in each case, other than Indebtedness incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary or such acquisition, as the case may be. Acquired Debt shall be deemed to be incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Restricted Subsidiary, as the case may be.

"Additional Notes" means any PIK Notes (not to exceed an aggregate principal amount of $10.0 million) issued under this Indenture on any Interest Payment Date in partial payment of the interest accrued on any Notes that is due and payable on such Interest Payment Date and any further Notes (not to exceed an aggregate principal amount of $5.0 million) issued under this Indenture, in each case pursuant to Section 2.02(a). The Initial Notes and any Additional Notes subsequently issued under this Indenture shall be treated as a single class for all purposes under this Indenture, including waivers, amendments, redemptions and offers to purchase.

"Advisory Services Agreements" means the Advisory Services Agreement, dated as of the date of this Indenture, among Parent, the Company and Twin Haven (or Affiliates thereof) and the Advisory Services Agreement, dated as of the date of this Indenture, among Parent, the Company and Coliseum (or Affiliates thereof).

"Affiliate" means, with respect to any specified Person: (1) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with

[1] To the extent applicable, financial definitions to be conformed to those in the Credit Agreement.

such specified Person; (2) any other Person that owns, directly or indirectly, 10% or more of any class or series of such specified Person's (or any of such Person's direct or indirect parent's) Capital Stock or any officer or director of any such specified Person or other Person or, with respect to any natural Person, any person having a relationship with such Person by blood, marriage or adoption not more remote than first cousin; or (3) any other Person 10% or more of the Voting Stock of which is beneficially owned or held directly or indirectly by such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"After-Acquired Property" means any and all assets or property acquired after the date of this Indenture, including any property or assets acquired by the Company or a Guarantor from a transfer from the Company or a Guarantor, which in each case constitutes Collateral as defined in this Indenture.

"Agent" means any Registrar, Paying Agent or co-registrar.

"Agent Members" means members of, or participants in, the Depositary

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary that apply to such transfer or exchange.

"Asset Sale" means any sale, issuance, conveyance, transfer, lease or other disposition (including by way of merger, consolidation or sale and leaseback transaction) (collectively, a "transfer"), directly or indirectly, in one or a series of related transactions, of:

(1) any Capital Stock of any Restricted Subsidiary;

(2) all or substantially all of the properties and assets of any division or line of business of the Company or any Restricted Subsidiary; or

(3) any other properties, assets or rights of the Company or any Restricted Subsidiary, other than in the ordinary course of business.

provided that the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the provisions of Section 4.21 hereof and/or Section 5.01 hereof and not by the provisions of Section 4.11 hereof.

For the purposes of this definition, the term "Asset Sale" shall not include any transfer of properties and assets or issuance of Capital Stock:

(A) (i) between or among (a) solely the Company and/or its Restricted Subsidiaries that are Guarantors so long as, to the extent such transfer includes any Collateral, such transfer does not occur unless such assets become Collateral of the transferee prior to or simultaneously with such transfer and until and unless

the provisions of Section 4.15 (to the extent applicable to such transfer) have otherwise been complied with in respect of such Collateral or (b) Restricted Subsidiaries that are not Guarantors or (ii) by any Restricted Subsidiary that is not a Guarantor to the Company or a Guarantor,

(B) that is a Restricted Payment or Investment permitted to be made under Section 4.08 hereof,

(C) that is of obsolete or worn-out equipment in the ordinary course of business,

(D) that consists of cash or Cash Equivalents,

(E) that is a sale, lease, sub-lease, license, sub-license, consignment or other disposition of equipment, inventory or accounts receivable in the ordinary course of business,

(F) that consists of the granting of a Lien permitted by Section 4.10 hereof,

(G) the trade or exchange by the Company or any of its Restricted Subsidiaries of any assets used or useful in the Company's business that are owned or held by the Company or such Restricted Subsidiary solely for assets used or useful in the Company's business that are owned or held by another Person that the Board of Directors of the Company determines in good faith by resolution to be of approximately equivalent value; *provided*, *however*, that for any trade or exchange or series of trades or exchanges involving value in excess of $5.0 million, the Company must obtain a written opinion from an independent financial advisor to the effect that the assets received constitute an exchange of equivalent value, or

(H) the Fair Market Value of which in the aggregate does not exceed $1.0 million in any transaction or series of related transactions.

"Attributable Indebtedness" in respect of a sale and leaseback transaction means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended or may, at the option of the lessor, be extended).

"Average Life to Stated Maturity" means, as of the date of determination with respect to any Indebtedness, the quotient obtained by dividing (1) the sum of the products of (a) the number of years from the date of determination to the date or dates of each successive scheduled principal payment of such Indebtedness multiplied by (b) the amount of each such principal payment by (2) the sum of all such principal payments.

"Bankruptcy Law" means Title 11, United States Bankruptcy Code of 1978, as amended, or any similar United States federal or state law or foreign law relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), a Person shall be deemed to have beneficial ownership of all such shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time. The terms "Beneficial Ownership" and "Beneficially Owned" shall have a corresponding meaning.

"Board of Directors" means, with respect to any Person, the board of directors, management committee or other equivalent management body of such Person or any committee thereof duly authorized to act on behalf of such board.

"Board Resolution" means, with respect to a Board of Directors, a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by such Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are authorized or obligated by law or executive order to close.

"Capital Expenditures" means for any period all direct or indirect (by way of acquisition of Capital Stock of a Person or the expenditure of cash or the transfer of property or the incurrence of Indebtedness) expenditures in respect of the purchase or other acquisition of fixed or capital assets or other assets that would be required to be capitalized in conformity with GAAP, excluding (i) normal replacement and maintenance programs properly charged to current operations, (ii) the purchase price of equipment to the extent that the consideration therefor consists of used, worn out, damaged, obsolete or surplus equipment being traded in at such time or the proceeds of a concurrent sale of such used, worn out, damaged, obsolete or surplus equipment, (iii) the acquisition of all or substantially all of the assets of, or any Capital Stock of, another entity or business unit (such as a division) as permitted by the terms of this Indenture, (iv) the amount of any expenditures used to replace assets that have suffered a casualty for which insurance proceeds have been received or have been properly recorded as a receivable and (v) any item customarily charged directly to expense or depreciated over a useful life of twelve (12) months or less in accordance with GAAP.

"Capital Lease Obligation" of any Person means any obligation of such Person and its Restricted Subsidiaries on a Consolidated basis under any capital lease of (or other agreement conveying the right to use) real or personal property which, in accordance with GAAP, is required to be recorded as a capitalized lease obligation.

"Capital Stock" of any Person means any and all shares, units, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock,

other equity interests whether now outstanding or issued after the date of this Indenture, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any Preferred Stock, and any rights (other than debt securities convertible into Capital Stock), warrants or options exchangeable for or convertible into such capital stock.

"Cash Equivalents" means

(a) any evidence of Indebtedness issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof), having maturities of not more than six months from the date of acquisition,

(b) dollar denominated time deposits, certificates of deposit or demand deposits of any U.S. commercial bank having capital and surplus in excess of $500 million and whose senior unsecured debt is rated at least "A-1" by S&P, or at least "P-1" by Moody's, in each case with maturities of not more than six months from the date of acquisition,

(c) commercial paper issued by any bank described in clause (b) and maturing within six months from the date of acquisition,

(d) repurchase agreements with a bank, trust company or recognized securities dealer having capital and surplus in excess of $500 million for direct obligations issued or unconditionally and fully guaranteed by the United States, and

(e) money market funds which invest substantially all of their assets in securities described in the preceding clauses (a) through (d).

"Change of Control" means the occurrence of any of the following events:

(a) the consummation of any transaction the result of which is that any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than any of the Permitted Holders, is or becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company or Parent (measured by voting power rather than the number of shares);

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company or Parent (together with any new directors whose election to such board or whose nomination for election by the stockholders or members, as the case may be, of the Company or of Parent was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved), cease for any reason to constitute a majority of such Board of Directors of the Company or of Parent then in office;

(c) the Company or Parent consolidates with or merges with or into any Person, other than Parent or a Person controlled (within the meaning contemplated by the

definition of Affiliate) by a Permitted Holder, or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any such Person, or any such Person consolidates with or merges into or with the Company or Parent, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company or Parent is converted into or exchanged for cash, securities or other property, other than any such transaction where

(i) the outstanding Voting Stock of the Company or Parent is changed into or exchanged for (1) Voting Stock of the surviving corporation which is not Disqualified Stock or (2) cash, securities and other property (other than Capital Stock of the surviving corporation) in an amount which could be paid by the Company as a Restricted Payment under Section 4.08 hereof (and such amount shall be treated as a Restricted Payment subject to the provisions of Section 4.08 hereof), and

(ii) immediately after such transaction, no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than any Permitted Holder, is or becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total outstanding Voting Stock of the surviving or transferee corporation (measured by voting power rather than the number of shares); or

(d) the Company or Parent is liquidated or dissolved or adopts a plan of liquidation or dissolution other than in a transaction which complies with Section 5.01 hereof; *provided* that the addition or elimination of an intermediate parent company of the Company, solely for bona fide corporate or other business purposes, where the actual or economic Beneficial Ownership of the Company does not change before or after the event would not constitute a Change of Control.

Notwithstanding the foregoing, any holding company whose only significant asset is Capital Stock of the Company or Parent shall not itself be considered a "person" or "group" for purposes of clause (a) or (c) above.

For purposes of this definition, any transfer of an equity interest of an entity that was formed for the purpose of acquiring Voting Stock of the Company will be deemed to be a transfer of such portion of such Voting Stock as corresponds to the portion of the equity of such entity that has been so transferred.

"Clearstream" means Clearstream Banking, societe anonyme, Luxembourg.

"Coliseum" means Coliseum Capital Management, LLC.

"Collateral" means collectively all of the property and assets that are from time to time subject to the Lien of any of the Security Documents, including the Liens, if any, required to be granted pursuant to this Indenture or any of the Security Documents.

"Collateral Account" means the collateral account established pursuant to this Indenture.

"Collateral Agent" means the Trustee, acting as the collateral agent for the benefit of the Holders of the Notes, or other financial institution or entity acting as collateral agent for the benefit of the Trustee and the Holders of the Notes which, in the determination of the Company and the Trustee, is acceptable and may include an entity affiliated with the lenders under the Credit Agreement.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act or, if at any time after the execution of this Indenture such Commission is not existing and performing the duties now assigned to it under the Securities Act and Exchange Act, then the body performing such duties at such time.

"Commodity Price Protection Agreement" means any forward contract, commodity swap, commodity option or other similar financial agreement or arrangement relating to, or the value of which is dependent upon, fluctuations in commodity prices.

"Company" means Uno Restaurants, LLC, a limited liability company formed under the laws of Delaware, until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Consolidated Fixed Charge Coverage Ratio" of any Person means, for any period, the ratio of

(a) without duplication, the sum of Consolidated Net Income (Loss), and in each case to the extent deducted in computing Consolidated Net Income (Loss) for such period, Consolidated Interest Expense, Consolidated Income Tax Expense, Restructuring Expenses, customary fees and expenses of the Company and its Restricted Subsidiaries payable in connection with any Equity Offering and Consolidated Non-cash Charges for such period, of such Person and its Restricted Subsidiaries on a Consolidated basis, all determined in accordance with GAAP, less all non-cash items increasing Consolidated Net Income for such period and less all cash payments during such period relating to non-cash charges that were added back to Consolidated Net Income in determining the Consolidated Fixed Charge Coverage Ratio in any prior period

to

(b) without duplication, the sum of Consolidated Interest Expense for such period and any cash and non-cash dividends paid on any Disqualified Stock or Preferred Stock of such Person and its Restricted Subsidiaries during such period,

in each case after giving *pro forma* effect (as calculated in accordance with Article 11 of Regulation S-X under the Securities Act or any successor provision) to, without duplication,

(1) the incurrence of the Indebtedness giving rise to the need to make such calculation and (if applicable) the application of the net proceeds therefrom, including to refinance other Indebtedness, as if such Indebtedness was incurred, and the application of such proceeds occurred, on the first day of such period;

(2) the incurrence, repayment or retirement of any other Indebtedness by the Company and its Restricted Subsidiaries since the first day of such period as if such Indebtedness was incurred, repaid or retired at the beginning of such period (except that, in making such computation, the amount of Indebtedness under any revolving credit facility shall be computed based upon the average daily balance of such Indebtedness during such period);

(3) in the case of Acquired Debt or any acquisition occurring at the time of the incurrence of such Indebtedness, the related acquisition, assuming such acquisition had been consummated on the first day of such period; and

(4) any acquisition or disposition by the Company and its Restricted Subsidiaries of any company or any business or any assets out of the ordinary course of business, whether by merger, stock purchase or sale or asset purchase or sale, or any related repayment of Indebtedness, in each case since the first day of such period, assuming such acquisition or disposition had been consummated on the first day of such period;

provided that:

(a) in making such computation, the Consolidated Interest Expense attributable to interest on any Indebtedness computed on a *pro forma* and (A) bearing a floating interest rate shall be computed as if the rate in effect on the date of computation had been the applicable rate for the entire period and (B) which was not outstanding during the period for which the computation is being made but which bears, at the option of such Person, a fixed or floating rate of interest, shall be computed by applying at the option of such Person either the fixed or floating rate and

(b) in making such computation, the Consolidated Interest Expense of such Person attributable to interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period.

"Consolidated Income Tax Expense" of any Person means, for any period, the provision for federal, state, local and foreign income taxes of such Person and its Consolidated Restricted Subsidiaries for such period as determined in accordance with GAAP.

"Consolidated Interest Expense" of any Person means, without duplication, for any period, the sum of

(a) the interest expense, less interest income, of such Person and its Restricted Subsidiaries for such period, on a Consolidated basis, including,

(i) amortization of debt discount (excluding amortization of debt issuance costs),

(ii) the net cash costs associated with Interest Rate Agreements, Currency Hedging Agreements and Commodity Price Protection Agreements (including amortization of discounts),

(iii) the interest portion of any deferred payment obligation,

(iv) all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers acceptance financing, and

(v) accrued interest,

plus

(b) (i) the interest component of the Capital Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period, and

(iI) all capitalized interest of such Person and its Restricted Subsidiaries,

plus

(c) the interest expense under any Guaranteed Debt of such Person and any Restricted Subsidiary to the extent not included under any other clause hereof, whether or not paid by such Person or its Restricted Subsidiaries,

plus

(d) dividend requirements of the Company with respect to Disqualified Stock and of any Restricted Subsidiary with respect to Preferred Stock held by Persons other than such Person or a Wholly Owned Subsidiary (except, in either case, dividends payable solely in shares of Qualified Capital Stock of the Company or such Restricted Subsidiary, as the case may be).

"Consolidated Net Income (Loss)" of any Person means, for any period, the Consolidated net income (or loss) of such Person and its Restricted Subsidiaries for such period on a Consolidated basis as determined in accordance with GAAP, adjusted, to the extent included in calculating such net income (or loss), by excluding, without duplication,

(1) all extraordinary or nonrecurring gains or losses net of taxes (less all fees and expenses relating thereto),

(2) the portion of net income (or loss) of such Person and its Restricted Subsidiaries on a Consolidated basis allocable to minority interests in unconsolidated Persons or Unrestricted Subsidiaries to the extent that cash dividends or distributions have not actually been received by such Person or one of its Consolidated Restricted Subsidiaries,

(3) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan,

(4) gains or losses, net of taxes (less all fees and expenses relating thereto), in respect of dispositions of assets other than in the ordinary course of business (including dispositions pursuant to sale and leaseback transactions),

(5) the net income of any Restricted Subsidiary to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, except that the Person's equity in the net income of any such Restricted Subsidiary shall be included up to the aggregate amount of cash actually distributed by such Restricted Subsidiary to such Person or another Restricted Subsidiary as a dividend or other distribution; *provided* that the net income of a Restricted Subsidiary that is a Guarantor shall not be excluded pursuant to this clause (5) for the purposes of Section 4.07 hereof,

(6) any restoration to net income of any contingency reserve, except to the extent provision for such reserve was made out of income accrued at any time following the date of this Indenture,

(7) any net gain arising from the acquisition of any securities or extinguishment, under GAAP, of any Indebtedness of such Person or its Restricted Subsidiaries,

(8) all deferred financing costs written off, and premiums paid, in connection with any early extinguishment of Indebtedness,

(9) non-cash compensation charges or other non-cash expenses or charges arising from the grant of or issuance or repricing of Capital Stock or other equity-based awards or any amendment or substitution of any such Capital Stock or other equity-based awards,

(10) deferred rental expense which is in excess of the amount of cash rental expense actually paid in such relevant period; *provided* that any amounts excluded in any period pursuant to this clause (10) shall be deducted from Consolidated Net Income in the period for which the cash payments in respect of such deferred rental expense are paid,

(11) any charges related to the write-off of goodwill or intangibles or assets as a result of impairment, in each case, as required under GAAP, or

(12) any cumulative effect of a change in accounting principles.

"Consolidated Net Tangible Assets" of any Person means, at any time, for such Person and its Restricted Subsidiaries on a Consolidated basis, an amount equal to (a) the Consolidated assets of the Person and its Restricted Subsidiaries minus (b) all Intangible Assets of the Person and its Restricted Subsidiaries at that time.

"Consolidated Non-cash Charges" of any Person means, for any period, the aggregate depreciation, amortization and other non-cash charges of such Person and its Subsidiaries on a Consolidated basis for such period, as determined in accordance with GAAP (excluding any non-cash charge which requires an accrual or reserve for cash charges for any future period).

"Consolidation" means, with respect to any Person, the consolidation of the accounts of such Person and each of its Subsidiaries if and to the extent the accounts of such Person and each of its Subsidiaries would normally be consolidated with those of such Person, all in accordance with GAAP. The term "Consolidated" shall have a similar meaning.

"Corporate Trust Office of the Trustee" shall be at the address of the Trustee specified in Section 13.02 hereof or such other address as to which the Trustee may give notice to the Company.

"Credit Agreement" means the Credit Agreement, dated as of the date of this Indenture, among the Company and each of the Company's Subsidiaries that are parties thereto, as borrowers, Wells Fargo Capital Finance, Inc., as administrative agent and the lenders party thereto, as such agreement, in whole or in part, in one or more instances, may be amended, renewed, extended, substituted, refinanced, restructured, replaced, supplemented or otherwise modified from time to time (including any successive renewals, extensions, substitutions, refinancings, restructurings, replacements, supplementations or other modifications of the foregoing).

"Credit Facility" means one or more debt facilities (including the Credit Agreement), commercial paper facilities or other debt instruments, indentures or agreements, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit, bank products or other debt obligations, in each case, as amended, restated, modified, renewed, refunded, restructured, supplemented, replaced or refinanced from time to time, in whole or in part, including any amendment increasing the amount of Indebtedness incurred or available to be borrowed thereunder, extending the maturity of any Indebtedness incurred thereunder or contemplated thereby or deleting, adding or substituting one or more parties thereto (whether or not such added or substituted parties are banks or other institutional lenders).

"Currency Hedging Agreements" means one or more of the following agreements which shall be entered into by one or more financial institutions: foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values.

"Custodian" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.07 hereof, substantially in the form of Exhibit A1 hereto except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.04 hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provisions of this Indenture.

"Designated Non-cash Consideration" means the Fair Market Value of non-cash consideration received by the Company or any of its Restricted Subsidiaries in connection with an Asset Sale that is so designated pursuant to an Officers' Certificate, setting forth the basis of the valuation.

"Disinterested Director" means, with respect to any transaction or series of related transactions, a member of the Board of Directors of the Company who does not have any material direct or indirect financial interest in or with respect to such transaction or series of related transactions.

"Disqualified Stock" means any Capital Stock that, either by its terms or by the terms of any security into which it is convertible or exchangeable or otherwise, is or, upon the happening of an event or passage of time would be, required to be redeemed prior to the final Stated Maturity of the principal of the Notes or is redeemable at the option of the holder thereof at any time prior to such final Stated Maturity (other than upon a change of control of or sale of assets by the Company in circumstances where the Holders of the Notes would have similar rights), or is convertible into or exchangeable for debt securities at any time prior to such final Stated Maturity at the option of the holder thereof.

"DTC" means The Depository Trust Company, its nominees and successors.

"Equity Holders" means Twin Haven, Coliseum, Newport (and/or certain Affiliates of each of the foregoing) and all other Persons who have directly or indirectly acquired all of the outstanding capital stock of Parent.

"Equity Offering" means (x) a Public Equity Offering, or (y) a private placement of Capital Stock (other than Disqualified Stock) of the Company or any direct or indirect parent entity of the Company, as the case may be, pursuant to an exemption from the registration requirements of the Securities Act, to a Person (other than an Affiliate of the Company).

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"Event of Loss" means, with respect to any Collateral, any (1) loss, destruction or damage of such Collateral, (2) condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of such Collateral, or confiscation of such Collateral or the requisition of the use of such Collateral or (3) settlement in lieu of clause (2) above.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated by the Commission thereunder.

"Excluded Collateral" means the collective reference to (a) any rights or interests in any lease, license, contract, or agreement, as such, if under the terms of such lease, license, contract, or agreement, or applicable law with respect thereto, the valid grant by the Company or any Guarantor of a security interest or Lien therein is prohibited and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; *provided* that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the Uniform Commercial Code in effect in the State of New York or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interests in and Liens upon any rights or interests of the Company and the Guarantors in or to the proceeds thereof, including monies due or to become due under any such lease, license, contract, or agreement (including any accounts), or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, Excluded Collateral shall not include any portion of such lease, license, contract, or agreement that is not subject to such prohibition; (b) any of the outstanding Capital Stock of any Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Stock of such Foreign Subsidiary entitled to vote; and (c) any real property leased by the Company or any Guarantor.

"Executive Officer" means, with respect to any Person, the Chief Executive Officer, the President, the Chief Operating Officer or the Chief Financial Officer of such Person.

"Fair Market Value" means, with respect to any asset or property, the price that could reasonably be negotiated in an arm's-length transaction, for cash, between a willing seller and a willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value shall be determined, except as otherwise provided,

(a) if such asset or property has a Fair Market Value equal to or less than $2.0 million, by any Officer of the Company,

(b) if such asset or property has a Fair Market Value in excess of $2.0 million but less than $10.0 million, by at least a majority of the Board of Directors of the Company within 30 days of the relevant transaction, or

(c) if such asset or property has a Fair Market Value in excess of $10.0 million, by an investment banking firm of national standing or other recognized independent expert with experience determining the Fair Market Value of such asset or property and set forth in a written opinion to the Trustee, dated within 30 days of the relevant transaction.

"First Priority Lien Obligations" means (a) Indebtedness and other Obligations incurred under clauses (1), (6) (with respect to Interest Rate Agreements under the Credit Agreement permitted pursuant to clause (1)), (8) (with respect to letters of credit under the Credit Agreement permitted pursuant to clause (1)) and up to $3.0 million under clause (14), in each

case, of the definition of "Permitted Debt" in paragraph (b) of Section 4.07 hereof, plus (b) any interest, premium, if any, fees, expenses and indemnities payable under the documents governing the Indebtedness and other Obligations referred to in clause (a).

"First Priority Liens" means all Liens that secure the First Priority Lien Obligations.

"Foreign Subsidiary" means any Restricted Subsidiary of the Company that both (a) (x) is not organized under the laws of the United States of America or any State thereof or the District of Columbia, or (y) was organized under the laws of the United States of America or any State thereof or the District of Columbia that has no material assets other than Capital Stock of one or more foreign entities of the type described in clause (a) (x) above and (b) is not a guarantor of Indebtedness under the Credit Agreement.

"Generally Accepted Accounting Principles" or "GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes, substantially in the form of Exhibit A1 or A2 hereto, as appropriate, issued in accordance with Sections 2.01, 2.07(b)(iii), 2.07(b)(iv), 2.07(d)(i), 2.07(d)(ii) or 2.07(d)(iii) of this Indenture and having the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and that is deposited with or on behalf of and registered in the name of the Depositary.

"Global Note Legend" means the legend set forth in Section 2.07(g)(ii), which is required to be placed on all Global Notes issued under this Indenture.

"Guarantee" means the guarantee by any Guarantor of the Company's Note Obligations.

"Guaranteed Debt" of any Person means, without duplication, all Indebtedness of any other Person referred to in the definition of Indebtedness below guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement:

(a) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness,

(b) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss,

(c) to supply funds to, or in any other manner invest in, the debtor (including any agreement to pay for property or services without requiring that such property be received or such services be rendered),

(d) to maintain working capital or equity capital of the debtor, or otherwise to maintain the net worth, solvency or other financial condition of the debtor or to cause such debtor to achieve certain levels of financial performance or

(e) otherwise to assure a creditor against loss;

provided that the term "guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business.

"Guarantor" means Parent, its successors and assigns, until such Person is released from its Guarantee in accordance with the terms of this Indenture, and the Subsidiary Guarantors.

"Guarantor Supplemental Indenture" means a supplemental indenture to this Indenture, substantially in the form attached hereto as Exhibit E.

"Holder" means the Person in whose name a Note is, at the time of determination, registered on the Registrar's books.

"IAI Global Note" means the Global Note substantially in the form of Exhibit A1 hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold to Institutional Accredited Investors.

"Indebtedness" means, with respect to any Person, without duplication,

(a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, excluding any trade payables and other accrued current liabilities arising in the ordinary course of business, but including all obligations, contingent or otherwise, of such Person in connection with any letters of credit issued under letter of credit facilities, acceptance facilities or other similar facilities,

(b) all obligations of such Person evidenced by bonds, notes, debentures or other similar instruments,

(c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), but excluding trade payables arising in the ordinary course of business,

(d) all obligations under Interest Rate Agreements, Currency Hedging Agreements or Commodity Price Protection Agreements of such Person (the amount of any such

obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time),

(e) all Capital Lease Obligations of such Person,

(f) all Indebtedness referred to in clauses (a) through (e) above of other Persons and all dividends of other Persons, to the extent the payment of such Indebtedness or dividends is secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien, upon or with respect to property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness,

(g) all Guaranteed Debt of such Person,

(h) all Disqualified Stock issued by such Person valued at the greater of its voluntary or involuntary maximum fixed repurchase price plus accrued and unpaid dividends,

(i) Preferred Stock of any Restricted Subsidiary of the Company or any Guarantor, and

(j) any amendment, supplement, modification, deferral, renewal, extension, refunding or refinancing of any liability of the types referred to in clauses (a) through (i) above.

For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to this Indenture, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified Stock, such Fair Market Value to be determined in good faith by the Board of Directors of the issuer of such Disqualified Stock.

"Indenture" means this Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Initial Notes" means the Notes that are originally issued on the Issue Date in the aggregate principal amount of up to $25.0 million.

"Institutional Accredited Investor" means an institution that is an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, which is not also a QIB.

"Intercompany Debt" means any Indebtedness owing by any of the Company or any of the Restricted Subsidiaries of the Company to the Company or any of the Restricted Subsidiaries of the Company.

"Interest Payment Date" means each **[**_____**]** and **[**_____**]**, commencing **[**_____**]**, 2011.

"Interest Rate Agreements" means one or more of the following agreements which shall be entered into by one or more financial institutions: interest rate protection agreements (including interest rate swaps, caps, floors, collars and similar agreements) and/or other types of interest rate hedging agreements from time to time.

"Investment" means, with respect to any Person, directly or indirectly, any advance, loan (including guarantees), or other extension of credit or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase, acquisition or ownership by such Person of any Capital Stock, bonds, notes, debentures or other securities issued or owned by any other Person and all other items that would be classified as investments on a balance sheet prepared in accordance with GAAP. "Investment" shall exclude direct or indirect advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on the Company's or any Restricted Subsidiary's balance sheet, endorsements for collection or deposit arising in the ordinary course of business and extensions of trade credit on commercially reasonable terms in accordance with normal trade practices. If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Capital Stock of any direct or indirect Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Company (other than the sale of all of the outstanding Capital Stock of such Subsidiary), the Company will be deemed to have made an Investment on the date of such sale or disposition equal to the Fair Market Value of the Company's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in Section 4.08 hereof.

"Issue Date" means the original issue date of the Initial Notes under this Indenture.

"Leasehold Mortgage" means the mortgage on the interest of SLA Brockton, Inc., as a subtenant, with respect to 180 Spark Street, Brockton, Massachusetts, dated as of the date of this Indenture, as amended, modified, restated, supplemented or replaced from time to time in accordance with the terms hereof and thereof.

"Lien" means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, assignment, deposit, arrangement, easement, hypothecation, claim, preference, priority or other encumbrance upon or with respect to any property of any kind (including any conditional sale, capital lease or other title retention agreement, any leases in the nature thereof, and any agreement to give any security interest), real or personal, movable or immovable, now owned or hereafter acquired. A Person will be deemed to own subject to a Lien any property which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease Obligation or other title retention agreement.

"Maturity" means, when used with respect to the Notes, the date on which the principal of the Notes becomes due and payable as therein provided or as provided in this

Indenture, whether at Stated Maturity, the Collateral Asset Sale Offer Date, the Asset Sale Offer Date, the Loss Proceeds Offer Date or the redemption date and whether by declaration of acceleration, Collateral Asset Sale Offer in respect of Collateral Excess Proceeds, Asset Sale Offer in respect of Excess Proceeds, Loss Proceeds Offer in respect of Excess Loss Proceeds, Change of Control Offer in respect of a Change of Control, call for redemption or otherwise.

"Moody's" means Moody's Investors Service, Inc. and any successor thereof.

"Net Cash Proceeds" means

(a) with respect to any Asset Sale by any Person, the proceeds thereof (without duplication in respect of all Asset Sales) in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of, or stock or other assets when disposed of for, cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary) net of

(i) brokerage commissions and other reasonable fees and expenses (including fees and expenses of counsel, accountants and investment bankers) related to such Asset Sale,

(ii) provisions for all taxes payable as a result of such Asset Sale,

(iii) payments made to retire Indebtedness where payment of such Indebtedness is secured by the assets or properties the subject of such Asset Sale,

(iv) amounts required to be paid to any Person (other than the Company or any Restricted Subsidiary) owning a beneficial interest in the assets subject to the Asset Sale and

(v) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as reflected in an Officers' Certificate delivered to the Trustee; and

(b) with respect to any issuance or sale of Capital Stock or options, warrants or rights to purchase Capital Stock, or debt securities or Capital Stock that have been converted into or exchanged for Capital Stock as provided under Section 4.08 hereof, the proceeds of such issuance or sale in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of, or stock or other assets when disposed of for, cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary), net of attorney's fees, accountant's fees and brokerage, consultation, underwriting and other fees and expenses actually

incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Net Loss Proceeds" means, with respect to any Event of Loss, the proceeds in the form of (a) cash or Cash Equivalents and (b) insurance proceeds from condemnation awards or damages awarded by any judgment, in each case received by the Company or any of its Restricted Subsidiaries from such Event of Loss, net of:

(1) reasonable out-of-pocket expenses and fees relating to such Event of Loss (including legal, accounting and appraisal or insurance adjuster fees);

(2) taxes paid or payable after taking into account any reduction in Consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) any repayment of Indebtedness that is secured by, or directly related to, the property or assets that are the subject of such Event of Loss; and

(4) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Event of Loss and retained by the Company or any Restricted Subsidiary, as the case may be, after such Event of Loss, including liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Event of Loss.

"Newport" means Newport Global Opportunities Fund, L.P. and Newport Global Credit Fund (Master) LP.

"Non-U.S. Person" means a Person who is not a U.S. Person.

"Note Obligations" means:

(1) all principal of, premium, if any, and interest (including any interest which accrues after the commencement of any proceeding under any Bankruptcy Law with respect to the Company or any Guarantor, whether or not allowed or allowable in whole or in part as a claim in any such proceeding) on any Note;

(2) all fees, expenses, indemnification obligations and other amounts of whatever nature now or hereafter payable by the Company or any Guarantor (including any amounts which accrue after the commencement of any proceeding under any Bankruptcy Law with respect to the Company or any Guarantor, whether or not allowed or allowable in whole or in part as a claim in any such proceeding), and the performance of all other obligations or liabilities now existing or hereafter arising, pursuant to the Notes, this Indenture, the Guarantees or any Security Document;

(3) all expenses of the Trustee or the Collateral Agent as to which one or more of such agents has a right to reimbursement under this Indenture or any Security

Document, including any and all sums advanced by the Collateral Agent to preserve the Collateral or preserve its Liens in the Collateral; and

(4) in the case of each Guarantor, all amounts now or hereafter payable by such Guarantor and all other obligations or liabilities now existing or hereafter arising or incurred (including any amounts which accrue after the commencement of any proceeding under any Bankruptcy Law with respect to the Company or such Guarantor, whether or not allowed or allowable in whole or in part as a claim in any such proceeding) on the part of such Guarantor pursuant to the Notes, this Indenture, the Guarantees or any Security Document;

together in each case with all renewals, modifications, refinancings, consolidations or extensions thereof.

"Notes" means the 15% Senior Subordinated Secured Notes due 2015 issued pursuant to this Indenture, including the Initial Notes and any Additional Notes, all treated as a single class.

"Obligations" means any principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"Officers' Certificate" means a certificate signed on behalf of the Company by at least two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company, that meets the requirements of Section 13.05 hereof.

"Opinion of Counsel" means an opinion from legal counsel who is reasonably acceptable to the Trustee that meets the requirements of Section 13.05 hereof.

"Parent" means Uno Restaurant Holdings Corporation, a Delaware corporation, and its successors and assigns, which is a holding company that, as of the Issue Date, directly owns all of the equity interests in the Company.

"Pari Passu Indebtedness" means (a) any Indebtedness of the Company that is equal in right of payment to the Notes and (b) with respect to any Guarantee, Indebtedness which ranks equal in right of payment to such Guarantee.

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and with respect to DTC, shall include Euroclear and Clearstream).

"Permitted Business" means the lines of business conducted by the Company and its Restricted Subsidiaries on the Issue Date and businesses reasonably related, complementary or ancillary thereto, including reasonably related extensions or expansions thereof.

"Permitted Holders" means Parent, Coliseum, Twin Haven and Newport, and any of their respective Affiliates.

"Permitted Investment" means

(1) Investments in any Restricted Subsidiary or any Person which, as a result of such Investment, (a) becomes a Restricted Subsidiary that is a Guarantor or (b) is merged or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or any Restricted Subsidiary that is a Guarantor;

(2) Indebtedness of the Company or a Restricted Subsidiary described under clauses (4), (5) and (6) of the definition of "Permitted Debt";

(3) Investments in any of the Notes;

(4) Cash Equivalents;

(5) Investments acquired by the Company or any Restricted Subsidiary in connection with an asset sale permitted under Section 4.11 hereof to the extent such Investments are non-cash proceeds as permitted under such Section;

(6) Investments of the Company or any of its Restricted Subsidiaries in existence on the date of this Indenture;

(7) Investments acquired in exchange for Net Cash Proceeds contributed to the common equity capital of the Company after the date of this Indenture from the issuance and sale of Capital Stock of the Parent; *provided* that such Net Cash Proceeds are used to make such Investment within 10 days of the receipt thereof and the amount of all such Net Cash Proceeds will be excluded from clause (B) of the second clause (3) of Section 4.08(a);

(8) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and worker's compensation, performance and other similar deposits provided to third parties in the ordinary course of business;

(9) loans or advances to employees of the Company in the ordinary course of business for bona fide business purposes of the Company and its Restricted Subsidiaries (including travel, entertainment and moving expenses) the proceeds of which are used to purchase Capital Stock of the Company in the aggregate amount outstanding at any one time of $1.0 million;

(10) any Investments received in good faith in settlement or compromise of obligations of trade creditors or customers that were incurred in the ordinary course of

business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;

(11) Investments by the Company or any Restricted Subsidiary in joint ventures in the aggregate amount outstanding at any one time of up to $5.0 million; and

(12) other Investments in the aggregate amount outstanding at any one time of up to $7.0 million.

In connection with any assets or property contributed or transferred to any Person as an Investment, such property and assets shall be equal to the Fair Market Value at the time of Investment, without regard to subsequent changes in value.

"Permitted Lien" means:

(1) any Lien existing as of the date of this Indenture on Indebtedness existing on the date of this Indenture and not otherwise referred to in this definition;

(2) the First Priority Liens;

(3) the Second Priority Liens;

(4) any Lien arising by reason of

(a) any judgment, decree or order of any court, so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree or order shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(b) taxes, assessments or governmental charges or claims that are not yet delinquent or which are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted; *provided* that any reserve or other appropriate provision as will be required in conformity with GAAP will have been made therefor;

(c) security made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security;

(d) good faith deposits in connection with tenders, leases and contracts (other than contracts for the payment of money);

(e) zoning restrictions, easements, licenses, reservations, title defects, rights of others for rights of way, utilities, sewers, electric lines, telephone or telegraph lines, and other similar purposes, provisions, covenants, conditions, waivers, restrictions on the use of property or minor irregularities of title (and with respect to leasehold interests, mortgages, obligations, Liens and other

encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the leased property, with or without consent of the lessee), none of which materially impairs the use of any parcel of property material to the operation of the business of the Company or any Subsidiary or the value of such property for the purpose of such business;

(f) deposits to secure public or statutory obligations, or in lieu of surety or appeal bonds;

(g) operation of law in favor of mechanics, carriers, warehousemen, landlords, materialmen, laborers, employees or suppliers, incurred in the ordinary course of business for sums which are not yet delinquent or are being contested in good faith by negotiations or by appropriate proceedings which suspend the collection thereof; or

(h) Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary of the Company that is a Guarantor;

(5) any Lien securing Acquired Debt created prior to (and not created in connection with, or in contemplation of) the incurrence of such Indebtedness by the Company or any Subsidiary; *provided* that such Lien only secures the assets acquired in connection with the transaction pursuant to which the Acquired Debt became an obligation of the Company or a Restricted Subsidiary;

(6) any Lien to secure performance bids, leases (including statutory and common law landlord's liens), statutory obligations, surety and appeal bonds, letters of credit and other obligations of a like nature and incurred in the ordinary course of business of the Company or any Subsidiary and not securing or supporting Indebtedness;

(7) any Lien securing Indebtedness permitted to be incurred under Interest Rate Agreements, Commodity Price Protection Agreements or Currency Hedging Agreements incurred pursuant to clause (6) of the definition of Permitted Debt;

(8) any Lien securing Capital Lease Obligations or Purchase Money Obligations permitted by clause (7) of the definition of Permitted Debt and which are incurred or assumed solely in connection with the acquisition, development or construction of real or personal, moveable or immovable property commencing within 90 days of such incurrence or assumption; *provided* that such Liens only extend to such acquired, developed or constructed property, such Liens secure Indebtedness in an amount not in excess of the original purchase price or the original cost of any such assets or repair, addition or improvement thereto, and the incurrence of such Indebtedness is permitted by Section 4.07 hereof;

(9) leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(10) (A) Liens on property, assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or any of its Restricted Subsidiaries; *provided*, *however*, that such Liens are not created, incurred or assumed in connection with, or in contemplation of, such other Person becoming a Restricted Subsidiary or such merger or consolidation; provided further, that any such Lien may not extend to any other property owned by the Company or any Restricted Subsidiary and assets fixed or appurtenant thereto; and (B)Liens on property, assets or shares of capital stock existing at the time of acquisition thereof by the Company or any of its Restricted Subsidiaries; *provided*, *however*, that such Liens are not created, incurred or assumed in connection with, or in contemplation of, such acquisition and do not extend to any property other than the property so acquired;

(11) any extension, renewal, refinancing or replacement, in whole or in part, of any Lien described in the foregoing clauses (1) through (8) so long as no additional collateral is granted as security thereby;

(12) in addition to the items referred to in clauses (1) through (11) above, Liens of the Company and its Restricted Subsidiaries on Indebtedness in an aggregate amount which, when taken together with the aggregate amount of all other Liens on Indebtedness incurred pursuant to this clause (12) and then outstanding, will not exceed $7.0 million at any one time outstanding; and

(13) Liens to secure Indebtedness permitted by clause (14) of the definition of Permitted Debt.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged;

(3) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation

governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(4) such Indebtedness is incurred either by the Company or by the Restricted Subsidiary that is the obligor on the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"PIK Interest" means the portion of an installment of interest due on an Interest Payment Date payable by issuance of PIK Notes as and to the extent provided for in Section 4.01(d).

"PIK Interest Amount" means, with respect to any Interest Payment Date for any Note that is prior to the Maturity thereof and with respect to which the Company has duly made a PIK Interest Election, the portion of the aggregate installment of interest due and payable on such Interest Payment Date that is payable on such Interest Payment Date by issuance of PIK Notes in accordance with Section 2.02(a), such portion being up to one-third of such aggregate installment of interest.

"PIK Interest Election" means, with respect to any Interest Payment Date, an election by the Company duly given pursuant to Section 4.01(c) not to pay the entire amount of interest due on the Notes on such Interest Payment Date in cash.

"PIK Notes" means Notes issued (including by any increase in the principal amount of any outstanding Global Note previously authenticated hereunder) on any Interest Payment Date pursuant to Section 2.02(a) in payment of the portion of the aggregate installment of interest due and payable on any Notes on such Interest Payment Date constituting the PIK Interest Amount with respect to such Interest Payment Date for such Notes.

"Predecessor Note" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and any Note authenticated and delivered under Section 2.08 in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the lost, destroyed or stolen Note.

"Preferred Stock" means, with respect to any Person, any Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over the Capital Stock of any other class in such Person.

"Private Placement Legend" means the legend set forth in Section 2.07(g)(i) to be placed on all Notes issued under the Indenture except for Unrestricted Definitive Notes and Unrestricted Global Notes (or where otherwise permitted by the provisions of this Indenture).

"Public Equity Offering" means an underwritten public offering of common stock (other than Disqualified Stock) of any direct or indirect parent company of the Company

pursuant to a registration statement that has been declared effective by the Commission pursuant to the Securities Act (other than a registration statement on Form S-4 (or any successor form covering substantially the same transactions), Form S-8 (or any successor form covering substantially the same transactions) or otherwise relating to equity securities issuable under any employee benefit plan) with gross proceeds to any direct or indirect parent company of the Company of at least $25 million that are promptly contributed to the Company on a non-recourse basis.

"Purchase Money Obligations" means any Indebtedness secured by a Lien on assets related to the business of the Company and any additions and accessions thereto, which are purchased or constructed by the Company at any time after the Notes are issued; *provided* that

(1) the security agreement or conditional sales or other title retention contract pursuant to which the Lien on such assets is created (collectively, a "Purchase Money Security Agreement") shall be entered into within 90 days after the purchase or substantial completion of the construction of such assets and shall at all times be confined solely to the assets so purchased or acquired, any additions and accessions thereto and any proceeds therefrom,

(2) at no time shall the aggregate principal amount of the outstanding Indebtedness secured thereby be increased, except in connection with the purchase of additions and accessions thereto and except in respect of fees and other obligations in respect of such Indebtedness, and

(3) (A) the aggregate outstanding principal amount of Indebtedness secured thereby (determined on a per asset basis in the case of any additions and accessions) shall not at the time such Purchase Money Security Agreement is entered into exceed 100% of the purchase price to the Company of the assets subject thereto or (B) the Indebtedness secured thereby shall be with recourse solely to the assets so purchased or acquired, any additions and accessions thereto and any proceeds therefrom.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Capital Stock" of any Person means any and all Capital Stock of such Person other than Disqualified Stock.

"Regular Record Date" means each **[**_____**]** and **[**_____**]** preceding the applicable Interest Payment Date.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or a Regulation S Permanent Global Note, as appropriate.

"Regulation S Permanent Global Note" means a permanent Gobal Note in the form of Exhibit A1 hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee,

issued in a denomination equal to the outstanding principal amount at maturity of the Regulation S Temporary Global Note upon expiration of the Restricted Period.

"Regulation S Temporary Global Note" means a temporary Gobal Note in the form of Exhibit A2 hereto bearing the Global Note Legend, the Private Placement Legend and the Temporary Regulation S Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount at maturity of the Notes initially sold in reliance on Rule 903 of Regulation S.

"Responsible Officer," when used with respect to the Trustee, means any officer within the corporate trust department of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Restricted Definitive Note" means a Definitive Note bearing the Private Placement Legend.

"Restricted Global Note" means a Global Note bearing the Private Placement Legend.

"Restricted Period" means the 40-day restricted period as defined in Regulation S.

"Restricted Subsidiary" means any Subsidiary of the Company that has not been designated by the Board of Directors of the Company by a Board Resolution delivered to the Trustee as an Unrestricted Subsidiary pursuant to and in compliance with Section 4.19 hereof.

"Restructuring Expenses" means losses, expenses and charges incurred in connection with restructuring within the Company and one or more of its Restricted Subsidiaries, including in connection with the integration of acquired businesses or Persons, dispositions of one or more Subsidiaries or businesses, existing of one or more lines of business and relocation or consolidation of facilities, including severance, lease termination and other non-ordinary course, non-operating costs and expenses in connection therewith as set forth in an Officers' Certificate.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 903" means Rule 903 promulgated under the Securities Act.

"Rule 904" means Rule 904 promulgated under the Securities Act.

"Second Priority Liens" means all Liens that secure all or any portion of the Note Obligations.

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated by the Commission thereunder.

"Security Agreement" means the Security Agreement, dated as of the date of this Indenture, among the Collateral Agent, the Trustee, the Company and the other grantors identified therein granting, among other things, a Lien on the Collateral described therein in favor of the Collateral Agent for the benefit of the Trustee and the Holders of Notes, as amended, modified, restated, supplemented or replaced from time to time in accordance with the terms hereof and thereof.

"Security Documents" means the Security Agreement, the Leasehold Mortgage and all of the security agreements, pledges, collateral assignments, mortgages, deeds of trust, trust deeds or other agreements or instruments evidencing or creating or purporting to create any Security Interests in favor of the Collateral Agent for the benefit of the Trustee and the Holders of Notes, in all or any portion of the Collateral, as amended, modified, restated, supplemented or replaced from time to time.

"Security Interests" means the Liens on the Collateral created by the Security Documents in favor of the Collateral Agent for the benefit of the Trustee and the Holders of Notes.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereof.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the Commission as in effect on the date of this Indenture.

"Stated Maturity" means, when used with respect to any Indebtedness or any installment of interest thereon, the dates specified in such Indebtedness as the fixed date on which the principal of such Indebtedness or such installment of interest, as the case may be, is due and payable.

"Stockholder Agreement" means the Stockholder Agreement, dated as of **[**_____**]**, among **[**the Company,**]** **[**Parent**]** and the Equity Holders.

"Subordinated Indebtedness" means Indebtedness of the Company or a Guarantor subordinated in right of payment to the Notes or a Guarantee, as the case may be.

"Subordination Agreement" means the Subordination Agreement, dated as of the date of this Indenture, between Wells Fargo Capital Finance, Inc., as Senior Agent (the "Senior Agent"), and U.S. Bank National Association, as Collateral Agent and Trustee, as amended, modified, restated, supplemented or replaced from time to time in accordance with the terms hereof and thereof.

"Subsidiary" of a Person means

(a) any corporation more than 50% of the outstanding voting power of the Voting Stock of which is owned or controlled, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person, or by such Person and one or more other Subsidiaries thereof, or

(b) any limited partnership of which such Person or any Subsidiary of such Person is a general partner, or

(c) any other Person in which such Person, or one or more other Subsidiaries of such Person, or such Person and one or more other Subsidiaries, directly or indirectly, has more than 50% of the outstanding partnership or similar interests or has the power, by contract or otherwise, to direct or cause the direction of the policies, management and affairs thereof.

"Subsidiary Guarantors" means each of the direct and indirect subsidiaries of the Company named in Schedule A hereto and any other Subsidiary that executes a Guarantor Supplemental Indenture in accordance with the provisions of this Indenture, and their respective successors and assigns, in each case until such Person is released from its Guarantee in accordance with the terms of this Indenture.

"Temporary Regulation S Legend" means the legend set forth in Section 2.07(h) hereof, which is required to be placed on the Regulation S Temporary Global Note.

"Trust Indenture Act" or "TIA" means the Trust Indenture Act of 1939, as amended, or any successor statute.

"Trustee" means U.S. Bank National Association until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"Twin Haven" means Twin Haven Capital Partners, LLC.

"Unrestricted Definitive Note" means one or more Definitive Notes that do not bear and are not required to bear the Private Placement Legend.

"Unrestricted Global Note" means a permanent Global Note substantially in the form of Exhibit A1 attached hereto that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and that is deposited with or on behalf of and registered in the name of the Depositary, representing a series of Notes that do not bear the Private Placement Legend.

"Unrestricted Subsidiary" means any Subsidiary of the Company (other than a Guarantor) designated as such pursuant to and in compliance with Section 4.19 hereof.

"Unrestricted Subsidiary Indebtedness" of any Unrestricted Subsidiary means Indebtedness of such Unrestricted Subsidiary

(a) as to which neither the Company nor any Restricted Subsidiary is directly or indirectly liable (by virtue of the Company or any such Restricted Subsidiary being the

primary obligor on, guarantor of, or otherwise liable in any respect to, such Indebtedness), except Guaranteed Debt of the Company or any Restricted Subsidiary to any Affiliate of the Company, in which case (unless the incurrence of such Guaranteed Debt resulted in a Restricted Payment at the time of incurrence) the Company shall be deemed to have made a Restricted Payment equal to the principal amount of any such Indebtedness to the extent guaranteed at the time such Affiliate is designated an Unrestricted Subsidiary and

(b) which, upon the occurrence of a default with respect thereto, does not result in, or permit any holder of any Indebtedness of the Company or any Restricted Subsidiary to declare, a default on such Indebtedness of the Company or any Restricted Subsidiary or cause the payment thereof to be accelerated or payable prior to its Stated Maturity;

provided that notwithstanding the foregoing, any Unrestricted Subsidiary may guarantee the Notes.

"U.S. Legal Tender" means such coin or currency of the United States of America which, as at the time of payment, shall be immediately available legal tender for the payment of public and private debts.

"U.S. Government Obligations" means (i) securities that are (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged or (b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case, are not callable or redeemable at the option of the issuer thereof; and (ii) depositary receipts issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any U.S. Government Obligation which is specified in clause (i) above and held by such bank for the account of the holder of such depositary receipt, or with respect to any specific payment of principal or interest on any U.S. Government Obligation which is so specified and held; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U. S. Government Obligation or the specific payment of principal or interest of the U.S. Government Obligation evidenced by such depositary receipt.

"U. S. Person" means a U. S. person as defined in Rule 902(k) under the Securities Act.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

"Weighted Average Life to Maturity" means, as of the date of determination with respect to any Indebtedness, the quotient obtained by dividing (1) the sum of the products of (a) the number of years from the date of determination to the date or dates of each successive

scheduled principal payment and (b) the amount of each such principal payment by (2) the sum of all such principal payments.

"Wholly Owned Restricted Subsidiary" means a Restricted Subsidiary all the Capital Stock of which is owned by the Company or another Wholly Owned Restricted Subsidiary (other than directors' qualifying shares).

Section 1.02. Other Definitions.

TERM	DEFINED IN SECTION
"Act"	13.14
"Affiliate Transaction"	4.09
"Asset Sale Offer"	4.11
"Asset Sale Offer Date"	4.11
"Asset Sale Offer Price"	4.11
"Authentication Order"	2.02
"Change of Control Offer"	4.21
"Change of Control Purchase Date"	4.21
"Change of Control Purchase Notice"	4.21
"Change of Control Purchase Price"	4.21
"Collateral Asset Sale"	4.11
"Collateral Asset Sale Offer"	4.11
"Collateral Asset Sale Offer Date"	4.11
"Collateral Asset Sale Offer Price"	4.11
"Collateral Excess Proceeds"	4.11
"Covenant Defeasance"	8.03
"Defeasance Redemption Date"	8.04
"Designation"	4.19
"Designation Amount"	4.19
"Event of Default"	6.01
"Excess Loss Proceeds"	4.16
"Excess Proceeds"	4.11
"Funds in Trust"	8.04
"incur"	4.07
"Legal Defeasance"	8.02
"Legal Holiday"	13.20
"Loss Proceeds Offer"	4.16
"Loss Proceeds Offer Date"	4.16
"Loss Proceeds Offer Price"	4.16

"Paying Agent"	2.04
"Permitted Debt"	4.07
"Permitted Payment"	4.08
"Purchase Money Security Agreement"	1.01
"Registrar"	2.04
"Related Proceedings"	13.09
"Restricted Payments"	4.08
"Revocation"	4.15
"Sarbanes-Oxley Act"	4.03
"Senior Agent"	1.01
"Specified Courts"	13.09
"Surviving Entity"	5.01
"Surviving Guarantor Entity"	5.01
"Trustee"	8.05

Section 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

All terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by Commission rule under the TIA have the meanings so assigned to them.

Section 1.04. Rules of Construction.

Unless the context otherwise requires:

(i) a term has the meaning assigned to it;

(ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(iii) "or" is not exclusive;

(iv) words in the singular include the plural, and words in the plural include the singular;

(v) "herein", "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(vi) when the words "includes" or "including" are used herein, they shall be deemed to be followed by the words "without limitation";

(vii) all references to Sections or Articles refer to Sections or Articles of this Indenture unless otherwise indicated;

(viii) solely for the purposes of Section 4.07, all obligations with respect to redemption, repayment or other repurchase of any Disqualified Stock of any Person and the amount of the liquidation preference of any Preferred Stock of such Person shall be deemed "Indebtedness" of such Person and the amount thereof outstanding at any time shall be (a) in the case of Disqualified Stock, as specified in the last sentence of the definition thereof or (b) in the case of Preferred Stock, (1) the maximum liquidation value of such Preferred Stock or (2) the maximum mandatory redemption or mandatory repurchase price with respect to such Preferred Stock, whichever is greater;

(ix) provisions apply to successive events and transactions; and

(x) references to sections of or rules under the Securities Act or the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the Commission from time to time.

ARTICLE TWO
The Notes

Section 2.01. Form and Dating.

(a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A1 or A2 hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be issued in registered, global form without interest coupons and only shall be in minimum denominations of $5,000 and integral multiples of $1,000 in excess thereof, subject to the payment of interest on any Notes on any Interest Payment Date by issuance of PIK Notes, in which case the aggregate principal amount of Notes issued in global form previously authenticated hereunder may be increased by, or Additional Notes constituting PIK Notes may be issued in, integral multiples of $1.00 in an aggregate principal amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such Notes rounded up the nearest whole dollar.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company, any Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) Global Notes. Notes issued in global form shall be substantially in the form of Exhibit A1 or A2 attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A1 attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall

be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions or repurchases or issuances of Notes. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 2.07 hereof.

(c) Temporary Global Notes. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of the Regulation S Temporary Global Note, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for DTC in New York, New York, and registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Restricted Period shall be terminated upon the receipt by the Trustee of (i) a written certificate from Euroclear and Clearstream certifying that they have received certification of non-United States Beneficial Ownership of 100% of the aggregate principal amount at maturity of the Regulation S Temporary Global Note (except to the extent of any Beneficial Owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a Beneficial Ownership interest in a 144A Global Note bearing a Private Placement Legend, all as contemplated by Section 2.07(b) hereof), and (ii) an Officers' Certificate from the Company. Following the termination of the Restricted Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in Regulation S Permanent Global Notes pursuant to the Applicable Procedures. Simultaneously with the authentication of Regulation S Permanent Global Notes, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(d) Euroclear and Clearstream Procedures Applicable. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Cedel Bank" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes that are held by Participants through Euroclear or Clearstream.

(e) Additional Notes. Notwithstanding anything else herein, with respect to any Additional Notes issued subsequent to the date of this Indenture, all provisions of this Indenture shall be construed and interpreted to permit the issuance of such Additional Notes and to allow such Additional Notes to become fungible and interchangeable with the Initial Notes originally issued under this Indenture. Indebtedness represented by Additional Notes shall be subject to the covenants contained herein.

Section 2.02. Execution and Authentication.

(a) An Executive Officer of the Company shall sign the Notes for the Company by manual or facsimile signature. The Trustee shall authenticate (i) Initial Notes for original issue on the Issue Date in the aggregate principal amount not to exceed $25.0 million and (ii) Additional Notes for original issue after the Issue Date in an aggregate principal amount not to exceed $15.0 million, in each case upon a written order of the Company in the form of an Officers' Certificate (an "Authentication Order"). In addition, each such Authentication Order shall specify the amount of Notes to be authenticated, the date on which the Notes are to be authenticated and whether the Notes are to be Initial Notes or Additional Notes and, if Additional Notes, whether they are PIK Notes.

Upon the Trustee's receipt of an Authentication Order for authentication of PIK Notes to be delivered to Holders of the Notes on an Interest Payment Date prior to Maturity of such Notes in satisfaction of the portion of the aggregate installment of interest due and payable on such Notes on such Interest Payment Date constituting the PIK Interest Amount with respect to such Interest Payment Date for such Notes, the Trustee shall authenticate for original issue Additional Notes constituting PIK Notes (or increase the principal amount of any Global Notes previously authenticated hereunder) in an aggregate principal amount equal to such PIK Interest Amount with respect to such Interest Payment Date for such Notes, all as specified in such Authentication Order. Each such Authentication Order shall specify the respective amount of the Additional Notes constituting PIK Notes to be authenticated or principal amount of Global Notes previously authenticated to be increased and the Interest Payment Date on which the Additional Notes constituting PIK Notes are to be authenticated or the principal amount of Global Notes is to be increased. On any Interest Payment Date on which the Company pays PIK Interest on any Notes by increasing the principal amount of any Global Note previously authenticated hereunder, the Trustee shall increase the principal amount of such Global Note by an amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such Notes, rounded up to the nearest $1.00, to the credit of the Holders of such Notes as of the relevant Regular Record Date for such Interest Payment Date, pro rata in accordance with their interests, and an adjustment shall be made on the books and records of the Registrar with respect to such Global Note by the Registrar to reflect such increase. On any Interest Payment Date on which the Company pays PIK Interest on any Notes by issuing Additional Notes constituting PIK Notes, the Trustee shall deliver to the Holders of such Notes as of the relevant Regular Record Date for such Interest Payment Date Additional Notes constituting PIK Notes having an aggregate principal amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such Notes, with the principal amount thereof rounded up to the nearest $1.00.

The Trustee shall also authenticate for original issuance any Additional Notes not constituting PIK Notes (or increase the principal amount of any Global Note previously authenticated hereunder) in the aggregate principal amount of such Additional Notes, all as specified in the Authentication Order therefor.

(b) If an Executive Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

(c) A Note shall not be valid until authenticated by the manual signature of the Trustee. Such signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

(d) The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture shall be limited to $40.0 million.

(e) The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

(f) Each Additional Note is an additional obligation of the Company and shall be governed by, and entitled to the benefits of, this Indenture and shall be subject to the terms of this Indenture, shall rank *pari passu* with and be subject to the same terms (including the rate of interest from time to time payable thereon) as all other Notes (except, as the case may be, with respect to the issue date).

Section 2.03. Methods of Receiving Payments on the Notes.

If a Holder of Notes has given wire transfer instructions to the Company at least 10 Business Days before payment is due, the Company shall pay all principal, interest and premium, if any, on that Holder's Notes in accordance with those instructions. All other payments on Notes, including payments on PIK Notes (except payments on PIK Notes or Global Notes which shall be made as provided in Sections 2.02 and 4.01) shall be made at the office or agency of the Paying Agent and Registrar within the City and State of New York unless the Company elects to make cash interest payments by check mailed to the Holders at their addresses set forth in the register of Holders. Payments of interest to the Trustee as Paying Agent, if the Trustee then acts as Paying Agent, with respect to any Interest Payment Date (as defined in the Notes) shall be made by the Company in immediately available funds for receipt by the Trustee one Business Day prior to the such Interest Payment Date (or in no event later than 1:00 p.m. Eastern Time on such Interest Payment Date).

Section 2.04. Registrar and Paying Agent.

(a) The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar") and an office or agency where Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without prior notice to any Holder. The Company shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

(b) The Company initially appoints DTC to act as Depositary with respect to the Global Notes.

(c) The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

(d) The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which agreement shall incorporate the provisions of the TIA and implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee in writing, in advance, of the name and address of any such Agent. If the Company fails to maintain a Registrar or Paying Agent, or fails to give the foregoing notice, the Trustee shall act as such, and shall be entitled to appropriate compensation therefor, pursuant to Section 7.07.

Section 2.05. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment of principal or premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or one of its Subsidiaries) shall have no further liability for the money. If the Company or any of its Subsidiaries acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

Section 2.06. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Company shall otherwise comply with TIA Section 312(a).

Section 2.07. Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes shall be exchanged by the Company for Definitive Notes if (i) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in

either case, a successor Depositary is not appointed by the Company within 90 days after the date of such notice from the Depositary; (ii) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Definitive Notes and delivers a written notice to such effect to the Trustee; provided that in no event shall the Regulation S Temporary Global Note be exchanged by the Company for Definitive Notes prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act; or (iii) there shall have occurred and be continuing a Default or Event of Default with respect to the Notes. Upon the occurrence of any of the preceding events in (i), (ii) or (iii) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.08 and 2.11 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.07 or Section 2.08 or 2.11 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.07(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.07(b) or (f) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend and any Applicable Procedures; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Temporary Global Note may not be made to a U.S. Person (as defined in Rule 902(k) of Regulation S) or for the account or benefit of a U.S. Person (other than a "distributor" (as defined in Rule 902(d) of Regulation S)). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. Except as may be required by any Applicable Procedures, no written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.07(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.07(b)(i) above, the transferor of such beneficial interest must deliver to the Registrar either (A) (1) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be

credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase or (B) (1) if permitted under Section 2.07(a) hereof, a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above; provided that in no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in the Regulation S Temporary Global Note prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount at maturity of the relevant Global Notes pursuant to Section 2.07(i) hereof.

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.07(b)(ii) above and the Registrar receives the following:

(A) if the transferee shall take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof or, if permitted by the Applicable Procedures, item (3) thereof; and

(B) if the transferee shall take delivery in the form of a beneficial interest in the Regulation S Temporary Global Note or Regulation S Permanent Global Note, as the case may be, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(C) if the transferee is required by the Applicable Procedures to take delivery in the form of a beneficial interest in the IAI Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications and certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any Holder thereof

for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.07(b)(ii) above and

(A) the Registrar receives the following:

(1) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(2) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this clause (A), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(v) Transfer or Exchange of Beneficial Interests in an Unrestricted Global Note for Beneficial Interests in a Restricted Global Note Prohibited. Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(i) Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes. Subject to Section 2.07(a) hereof, if any Holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction (as defined in Section 902(h) of Regulation S) in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable; or

(F) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.07(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.07(c)(i) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.07(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) Beneficial Interests in Regulation S Temporary Global Note to Definitive Notes. Notwithstanding Sections Section 2.07(c)(i)(A) and (C) hereof, a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery

thereof in the form of a Definitive Note prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes. Subject to Section 2.07(a) hereof, a Holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if

(A) the Registrar receives the following:

(1) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Definitive Note that does not bear the Private Placement Legend, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(2) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a Definitive Note that does not bear the Private Placement Legend, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (iii), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of any of the conditions of any of the clauses of this Section 2.07(c)(iii), the Company shall execute and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate and deliver a Definitive Note that does not bear the Private Placement Legend in the appropriate principal amount to the Person designated by the holder of such beneficial interest in instructions delivered to the Registrar by the Depositary and the applicable Participant or Indirect Participant on behalf of such holder, and the Trustee shall reduce or cause to be reduced in a corresponding amount pursuant to Section 2.07(i), the aggregate principal amount of the applicable Restricted Global Note.

(iv) Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes. Subject to Section 2.07(a) hereof, if any Holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.07(b)(ii) hereof, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.07(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.07(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.07(c)(iv) shall not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(i) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction (as defined in Rule 902(k) of Regulation S) in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a

certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable; or

(F) if such Restricted Definitive Note is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

the Trustee shall cancel the Restricted Definitive Note, increase or cause to be increased in a corresponding amount pursuant to Section 2.07(i) hereof, the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, and in the case of clause (C) above, the Regulation S Global Note and in all other cases the IAI Global Note.

(ii) Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if

(A) the Registrar receives the following:

(1) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(2) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this clause (A), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions in this Section 2.07(d)(ii), the Trustee shall cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased in a corresponding amount pursuant to Section 2.07(i) hereof the aggregate principal amount of one of the Global Notes.

(iv) Transfer or Exchange of Unrestricted Definitive Notes to Beneficial Interests in Restricted Global Notes Prohibited. An Unrestricted Definitive Note may not be exchanged for, or transferred to Persons who take delivery thereof in the form of, beneficial interests in a Restricted Global Note.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.07(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.07(e).

(i) Restricted Definitive Notes to Restricted Definitive Notes. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer shall be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer shall be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transfer shall be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(ii) Restricted Definitive Notes to Unrestricted Definitive Notes. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note only if

(A) the Registrar receives the following:

(1) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(2) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this clause (A), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the clauses of this Section 2.07(e)(ii), the Trustee shall cancel the prior Restricted Definitive Note and the Company shall execute, and upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate and deliver an Unrestricted Definitive Note in the appropriate aggregate principal amount to the Person designated by the holder of such prior Restricted Definitive Note in instructions delivered to the Registrar by such holder.

(iii) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) Issue Date. Upon the Issue Date, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate (A) one or more Unrestricted Global Notes in an aggregate principal amount of Initial Notes issued pursuant to 11 U.S.C. Section 1145 to Persons not deemed an "underwriter" within the meaning of 11 U.S.C. Section 1145 or an "affiliate" or "control person" within the meaning of the Securities Act.

(g) Legends. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(i) Private Placement Legend. Except as permitted below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

THIS NOTE AND THE GUARANTEES ENDORSED HEREON HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE, THE GUARANTEES ENDORSED HEREON, NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) AND THE GUARANTEES ENDORSED HEREON (OR ANY PREDECESSOR OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON) (THE "RESALE RESTRICTION TERMINATION DATE"), EXCEPT THAT THE NOTES AND GUARANTEES MAY BE TRANSFERRED (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES AND THE GUARANTEES ENDORSED THEREON ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (1) PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR PURSUANT TO

CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (2) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

THIS NOTE AND THE GUARANTEES ENDORSED HEREON ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT (AS DEFINED IN THE INDENTURE REFERRED TO HEREIN).

Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraph (b)(iv), (c)(iii), (c)(iv), (d)(ii), (d)(iii), (e)(ii), (e)(iii) or (f) of this Section 2.07 (and all Notes issued in exchange therefor or substitution thereof) (and any note not required by law to have such a legend), shall not bear the Private Placement Legend.

In addition, the foregoing legend may be adjusted for future issuances in accordance with applicable law.

(ii) Global Note Legend. Each Global Note shall bear a legend in substantially the following form:

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.07(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

(h) Regulation S Temporary Global Note Legend. The Regulation S Temporary Global Note shall bear a legend in substantially the following form:

EXCEPT AS SET FORTH BELOW, BENEFICIAL OWNERSHIP INTERESTS IN THIS REGULATION S TEMPORARY GLOBAL NOTE WILL NOT BE EXCHANGEABLE FOR INTERESTS IN THE REGULATION S PERMANENT GLOBAL NOTE OR ANY OTHER NOTE REPRESENTING

AN INTEREST IN THE NOTES REPRESENTED HEREBY WHICH DO NOT CONTAIN A LEGEND CONTAINING RESTRICTIONS ON TRANSFER, UNTIL THE EXPIRATION OF THE "40-DAY DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF RULE 903(B)(2) OF REGULATION S UNDER THE SECURITIES ACT) AND THEN ONLY UPON CERTIFICATION IN FORM REASONABLY SATISFACTORY TO THE TRUSTEE THAT SUCH BENEFICIAL INTERESTS ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT. DURING SUCH 40-DAY DISTRIBUTION COMPLIANCE PERIOD, BENEFICIAL OWNERSHIP IN THIS REGULATION S TEMPORARY GLOBAL NOTE MAY ONLY BE SOLD, PLEDGED OR TRANSFERRED THROUGH EUROCLEAR SYSTEM OR CLEARSTREAM LUXEMBOURG, A SOCIETE ANONYME AND ONLY (1) TO THE COMPANY, (2) WITHIN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN A TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT OR (4) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF THE CASES (1) THROUGH (4) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND OTHER JURISDICTIONS. HOLDERS OF INTERESTS IN THIS REGULATION S TEMPORARY GLOBAL NOTE WILL NOTIFY ANY PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE, IF THEN APPLICABLE.

BENEFICIAL INTERESTS IN THIS REGULATION S TEMPORARY GLOBAL NOTE MAY BE EXCHANGED FOR INTERESTS IN A RESTRICTED GLOBAL NOTE ONLY IF (1) SUCH EXCHANGE OCCURS IN CONNECTION WITH A TRANSFER OF THE NOTES IN COMPLIANCE WITH RULE 144A, AND (2) THE TRANSFEROR OF THE REGULATION S TEMPORARY GLOBAL NOTE FIRST DELIVERS TO THE TRUSTEE A WRITTEN CERTIFICATE (IN THE FORM ATTACHED TO THIS CERTIFICATE) TO THE EFFECT THAT THE REGULATION S GLOBAL NOTE IS BEING TRANSFERRED (A) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES TO BE A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A, (B) TO A PERSON WHO IS PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND (C) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.

BENEFICIAL INTERESTS IN A GLOBAL TRANSFER RESTRICTED NOTE MAY BE TRANSFERRED TO A PERSON WHO TAKES DELIVERY

IN THE FORM OF AN INTEREST IN THE REGULATION S GLOBAL NOTE, WHETHER BEFORE OR AFTER THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD, ONLY IF THE TRANSFEROR FIRST DELIVERS TO THE TRUSTEE A WRITTEN CERTIFICATE (IN THE FORM ATTACHED TO THIS CERTIFICATE) TO THE EFFECT THAT IF SUCH TRANSFER IS BEING MADE IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S OR RULE 144 (IF AVAILABLE) AND THAT, IF SUCH TRANSFER OCCURS PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD, THE INTEREST TRANSFERRED WILL BE HELD IMMEDIATELY THEREAFTER THROUGH EUROCLEAR SYSTEM OR CLEARSTREAM LUXEMBOURG, A SOCIETE ANONYME.

(i) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.12 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who shall take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who shall take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(j) General Provisions Relating to Transfers and Exchanges.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon the Company's order or at the Registrar's request.

(ii) No service charge shall be made to a Holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.11, 3.06, 4.11, 4.21 and 9.05 hereof).

(iii) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid and

legally binding obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(v) The Company shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a Regular Record Date and the next succeeding Interest Payment Date.

(vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(vii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(viii) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.07 to effect a registration of transfer or exchange may be submitted by facsimile with the original to follow by first class mail.

Section 2.08. Replacement Notes.

(a) If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to their satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for their expenses in replacing a Note.

(b) Every replacement Note is an additional obligation of the Company and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.09. Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof,

and those described in this Section as not outstanding. Except as set forth in Section 2.10 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

(b) If a Note is replaced pursuant to Section 2.08 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

(c) If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Company, a Subsidiary of the Company or an Affiliate of any of the foregoing) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date and is not prohibited from paying such money to the Holders thereof pursuant to the terms of this Indenture, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.10. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent or notice, Notes owned by the Company, or by any Subsidiary shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent or notice, only Notes that the Trustee knows are so owned shall be so disregarded. To the extent permitted by the TIA, certain provisions of the TIA applicable to the foregoing have been expressly excluded and are covered by Sections 6.04 and 6.05 hereof.

The aggregate principal amount of the Notes, at any date of determination, shall be the principal amount of the Notes (including any outstanding Additional Notes issued (including by any increase in the principal amount of any Global Note previously authenticated) hereunder) outstanding at such date of determination (as determined in accordance with this Section 2.10 and Section 2.09). With respect to any matter requiring consent, waiver, approval or other action of the Holders of a specified percentage of the principal amount of all the Notes then outstanding, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Notes held by Holders that have so consented by (b) the aggregate principal amount, as of such date of determination, of the Notes then outstanding, in each case, as determined in accordance with this Section 2.10 and Section 2.09. Any such calculation made pursuant to this Section 2.10 shall be made by the Company and delivered to the Trustee pursuant to an Officers' Certificate.

Section 2.11. Temporary Notes.

(a) Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of Definitive Notes but may have variations that the Company considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate Definitive Notes in exchange for temporary Notes.

(b) Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

Section 2.12. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of canceled Notes in accordance with its procedures for the disposition of canceled securities in effect as of the date of such disposition (subject to the record retention requirement of the Exchange Act). Certification of the disposition of all canceled Notes shall be delivered to the Company. The Company may not issue new Notes to replace Notes that they have paid or that have been delivered to the Trustee for cancellation.

Section 2.13. Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in cash in any lawful manner plus, to the extent lawful, interest payable in cash on the defaulted interest, to the Persons who are Holders on the Regular Record Date for the interest payment or a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company shall fix or cause to be fixed each such special record date and payment date, provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the Company) shall mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.14. CUSIP Numbers.

The Company in issuing the Notes may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company shall promptly notify the Trustee of any change in the "CUSIP" numbers.

Section 2.15. [Intentionally Omitted].

Section 2.16. Issuance of Additional Notes.

The Company shall be entitled, subject to its compliance with Section 4.01 and other applicable provisions hereof, to issue Additional Notes under this Indenture which shall have identical terms as the Initial Notes issued on the date hereof, other than with respect to the date of issuance and issue price. The Initial Notes issued on the date hereof and any Additional Notes shall be treated as a single class for all purposes under this Indenture, including directions, waivers, amendments, consents, redemptions and offers to purchase.

With respect to any Additional Notes, the Company shall set forth in a Board Resolution and an Officers' Certificate, a copy of each of which shall be delivered to the Trustee, the following information:

(a) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(b) the issue price, the issue date and the CUSIP and/or ISIN number of such Additional Notes; *provided*, *however*, that no Additional Notes may be issued at a price that would cause such Additional Notes not to be fungible for U.S. federal income tax purposes with the Notes; and

(c) whether such Additional Notes shall be subject to the restrictions on transfer set forth in Section 2.07 hereof relating to Restricted Global Notes and Restricted Definitive Notes.

Section 2.17. Deposit of Moneys.

Prior to 1:00 p.m. New York, New York time on each Interest Payment Date and the Maturity Date, the Company shall deposit with the Paying Agent U.S. Legal Tender sufficient to make payments, if any, of any principal, premium and interest (other than any interest payable as PIK Interest on such Interest Payment Date in accordance with Section 4.01(d)) due on such Interest Payment Date or the Maturity Date, as the case may be.

Section 2.18. Computation of Interest.

Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

ARTICLE THREE
Redemption and Prepayment

Section 3.01. Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, it shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date (or such shorter period as allowed by the Trustee), an Officers' Certificate setting forth (i) the clause of this Indenture pursuant to which the

redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed and (iv) the redemption price.

Section 3.02. Selection of Notes to Be Redeemed.

(a) If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased among the Holders of the Notes not more than 60 days prior to the redemption date, or otherwise in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not so listed, on a *pro rata* basis, by lot or in accordance with any other method the Trustee considers fair and reasonable and in any case in accordance with the rules and procedures of the applicable Depositary. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

(b) The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount at maturity thereof to be redeemed. No Notes in amounts of $5,000 or less shall be redeemed in part. The Trustee may select for redemption portions of the principal of Notes that have denominations larger than $5,000. Notes and portions of Notes selected shall be in amounts of $5,000 or whole multiples of $1,000 in excess thereof; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption. Redemptions pursuant to Section 3.07 hereof shall be made on a *pro rata* basis or on as nearly a *pro rata* basis as practicable (subject to the provisions of DTC or other depositary).

Section 3.03. Notice of Redemption.

(a) At least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address and send a copy to the Trustee at the same time.

The notice shall identify the Notes (including CUSIP number(s)) to be redeemed and shall state:

(i) the redemption date;

(ii) the appropriate method for calculation of the redemption price, but need not include the redemption price itself; the actual redemption price shall be set forth in an Officers' Certificate delivered to the Trustee no later than two (2) Business Days prior to the redemption date;

(iii) if any Note is being redeemed in part, the portion of the principal amount at maturity of such Note to be redeemed and that, after the redemption

date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note shall be issued in the name of the Holder thereof upon cancellation of the original Note;

(iv) the name and address of the Paying Agent;

(v) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price and become due on the date fixed for redemption;

(vi) that, unless the Company defaults in making such redemption payment, interest, if any, on Notes called for redemption ceases to accrue on and after the redemption date;

(vii) the paragraph of the Notes and/or section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(viii) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

(b) At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; *provided*, *however*, that the Company shall have delivered to the Trustee, at least 45 days prior to the redemption date (unless the Trustee shall have agreed to a shorter period), an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph. The notice, if mailed in the manner provided herein shall be presumed to have been given, whether or not the Holder receives such notice.

(c) If any of the Notes to be redeemed are in the form of a Global Note, then the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemption.

Section 3.04. Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may not be conditional or subject to conditions precedent. Any defect in or any failure to give notice prescribed by this paragraph shall not affect the validity of the proceedings for the redemption of any Note.

Section 3.05. Deposit of Redemption Price.

(a) One Business Day prior to the redemption date the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Notes to be redeemed.

(b) If the Company complies with the provisions of the preceding paragraph, on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after a Regular Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest shall be paid in cash to the Holder in whose name such Note was registered at the close of business on such Regular Record Date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06. Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Company shall issue and the Trustee shall authenticate for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered. No Notes in denominations of $5,000 or less shall be redeemed in part.

Section 3.07. Optional Redemption.

(a) Commencing on the Issue Date, the Company may redeem for cash all or a portion of the Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of $5,000 or whole multiples of $1,000 in excess thereof at the following redemption prices (expressed as percentages of the principal amount) set forth below plus accrued and unpaid interest, if any, thereon, to the applicable redemption date (subject to the rights of holders of record on the relevant Regular Record Dates to receive interest due on an Interest Payment Date), if redeemed during the twelve-month periods indicated below (with Year 1 commencing on the Issue Date):

	Redemption Price
Year 1	105.00%
Year 2	103.00%
Year 3	101.00%
Year 4 thereafter	100.00%

(b) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

Section 3.08. Mandatory Redemption.

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Section 3.09. Application of Trust Money.

All money deposited with the Trustee pursuant to Section 12.02 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

Section 3.10. Company May Acquire Notes.

The Company or its Affiliates (or any Person acting on behalf of the Company or its Affiliates) may at any time and from time to time acquire the Notes by means other than redemption, including by tender offer, open market purchases, negotiated transactions or otherwise, so long as such acquisition is not prohibited by applicable securities laws or regulations or the terms of this Indenture. In accordance with, and subject to, Section 2.12, the Company may deliver such acquired Notes to the Trustee for cancellation.

ARTICLE FOUR
Covenants

Section 4.01. Payment of Notes.

(a) The Company shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. If a payment date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on such payment for the intervening period.

(b) The principal of, or premium, if any, or interest on the Notes payable in cash shall be considered paid on the date due if the Paying Agent (other than the Company or an Affiliate of the Company) holds at 1:00 p.m. New York, New York time on that date U.S. Legal Tender designated for and sufficient to pay all principal, premium, if any, and interest on the Notes then due. The portion of an installment of interest, if any, on the Notes payable as PIK Interest on any Interest Payment Date shall be considered paid on such date if on such date (1) to the extent such PIK Interest is paid by issuance of Additional Notes constituting PIK Notes, PIK Notes having an aggregate principal amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such Notes have been executed and delivered, together with an Authentication Order in accordance with Section 2.02, to the Trustee for authentication and delivery to the Holders of such Notes in accordance with the terms of this Indenture and (2) to the extent such PIK Interest is paid by increasing the principal amount of Global Notes previously authenticated hereunder, the Company has directed the Trustee in writing to increase the principal amount of such Global Notes previously authenticated by the PIK Interest Amount with respect to such Interest Payment Date for such Notes. The portion of any installment of interest on Notes payable as PIK Interest that is not paid on the date it is due shall be payable solely in cash.

(c) Not less than five Business Days prior to each Interest Payment Date with respect to the Notes, so long as such Interest Payment Date is prior to Maturity, the Company shall be entitled to deliver a notice to the Trustee specifying (i) that the Company has elected, so long as such Interest Payment Date is prior to Maturity, not to pay the entire amount of interest due on such Interest Payment Date in cash, (ii) the respective aggregate amounts of interest to be paid in cash and as PIK Interest as determined in accordance with Section 4.01(d) and (iii) the respective aggregate amounts of PIK Interest to be paid through increases in the aggregate principal amount of Global Notes previously authenticated hereunder or through the issuance of Additional Notes constituting PIK Notes. If the Company does not deliver such notice with respect to any such Interest Payment Date within the time period specified in the preceding sentence, the Company shall be deemed to have elected to pay the entire amount of interest due on such Interest Payment Date in cash. On the relevant Interest Payment Date for any Note as to which such notice has been timely given, so long as such Interest Payment Date is prior to Maturity, the Trustee shall record increases in the Global Notes or authenticate and deliver Additional Notes constituting PIK Notes, as appropriate, in an aggregate principal amount equal to the PIK Interest Amount with respect to such Interest Payment Date for such Notes. The Company shall deliver an Authentication Order to the Trustee in accordance with Section 2.02 upon issuance of PIK Notes in payment of PIK Interest.

(d) Interest shall accrue on the principal amount of any outstanding Notes at a rate of 15% per annum and be payable solely in cash; *provided*, *however*, that, if with respect to any Interest Payment Date that occurs prior to Maturity of any Notes, the Company has duly elected pursuant to Section 4.01(c) not to pay the entire installment of interest due on such Interest Payment Date in cash, and if (but only if) the Company pays on such Interest Payment Date the entire installment of interest on such designated Notes due on such Interest Payment Date, the portion of such installment equal to the PIK Interest Amount with respect to such Interest Payment Date (*i.e.*, the designated portion equal to up to one-third of the aggregate amount thereof) shall be payable by issuance of PIK Notes in accordance with Section 2.02(a) and the remainder of such installment shall be payable in cash.

(e) The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal in cash at the rate equal to 2% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; they shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

(f) Notwithstanding anything to the contrary contained in this Indenture, the Company may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest payments hereunder.

Section 4.02. Maintenance of Office or Agency.

(a) The Company shall maintain in the Borough of Manhattan, The City of New York, an office or agency (which may be an office of the Trustee or an agent of the Trustee, Registrar or co-Registrar) where Notes may be surrendered for registration of transfer or for

exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

(b) The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Company of their obligation to maintain an office or agency in the Borough of Manhattan, The City of New York for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Company hereby designates the office of U.S. Bank Trust National Association at 100 Wall Street, Suite 1600, New York, New York 10005, as one such office or agency of the Company in accordance with Section 2.04 of this Indenture.

Section 4.03. Reports.

So long as any of the Notes remain outstanding, the Company and the Guarantors shall furnish to the Trustee, the Holders of the Notes and to prospective purchasers of the Notes, upon their request, the information required pursuant to Rule 144A(d)(4) under the Securities Act. The Company will also comply with the provisions of Section 314(a) of the TIA, to the extent such Section 314(a) should become applicable to it.

Section 4.04. Compliance Certificate.

(a) The Company and each Guarantor shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled their obligations under this Indenture, without regard to notice or grace periods, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge, the Company has kept, observed, performed and fulfilled their obligations under this Indenture and are not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred and be continuing, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of, premium, if any, or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

(b) To the extent set forth in Section 314(a) of the TIA, the year-end financial statements delivered pursuant to Section 4.03 above shall be accompanied by a written statement

of the independent public accountants (which shall be a firm of established national reputation) of the Company (or Parent, if applicable) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Company has violated any provisions of this Article Four or Article Five hereof (insofar as they relate to accounting matters) or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

(c) The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, within five Business Days of the occurrence of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

Section 4.05. Taxes.

The Company shall pay, and shall cause each of their respective Subsidiaries to pay, prior to delinquency, any material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06. Stay, Extension and Usury Laws.

The Company and each of the Guarantors covenant (to the extent that they may lawfully do so) that they shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company and each of the Guarantors (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and covenant that they shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07. Incurrence of Indebtedness and Issuance of Disqualified Stock.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, create, issue, incur, assume, guarantee or otherwise in any manner become directly or indirectly liable for the payment of or otherwise incur, contingently or otherwise (collectively, "incur"), any Indebtedness (including any Acquired Debt) and the Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, issue any Disqualified Stock; *provided*, *however*, that, if no Default or Event of Default shall have occurred and be continuing at the time or as a consequence of the incurrence of this Indebtedness, the Company and the Guarantors may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, if the Company's Consolidated Fixed Charge Coverage Ratio for the Company's most recent four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred or such Disqualified Stock is issued was at least equal to or greater than 2:1.

(b) Notwithstanding the foregoing, the Company and, to the extent specifically set forth below, the Restricted Subsidiaries may incur each and all of the following (collectively, the "Permitted Debt"):

(1) Indebtedness of the Company and the Guarantors under a Credit Facility in an aggregate principal amount at any one time outstanding not to exceed $37.5 million under any term loans made pursuant thereto or under any revolving credit facility or in respect of letters of credit thereunder, minus all principal payments made in respect of any term loans or minus the amount by which any commitments thereunder are permanently reduced, in each case, from the proceeds or one of more Asset Sales pursuant to clause (b)(i) of Section 4.11 hereof;

(2) Indebtedness of the Company or any Guarantor pursuant to the Notes (including, for the avoidance of doubt, all Additional Notes) and any Guarantee of the Notes (including, for the avoidance of doubt, all Additional Notes);

(3) Indebtedness of the Company or any Guarantor outstanding on the date of this Indenture, and not otherwise referred to in this definition of "Permitted Debt;"

(4) the incurrence by the Company or any of its Restricted Subsidiaries of Intercompany Debt; *provided*, *however*, that:

(a) if the Company or any Guarantor is the obligor on such Intercompany Debt and the payee is not the Company or a Guarantor, such Intercompany Debt must be expressly subordinated to the prior payment in full in cash of all obligations then due with respect to the Notes, in the case of the Company, or the Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Capital Stock that results in any such Intercompany Debt being held by a Person other than the Company or a Restricted Subsidiary and (ii) any sale or other transfer of any such Intercompany Debt to a Person that is not any of the Company, a Guarantor or, in the case where the payor on such Intercompany Debt is not the Company or a Guarantor, any Restricted Subsidiary will be deemed, in each case, to constitute an incurrence of such Intercompany Debt by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (4);

(5) guarantees by the Company or any Restricted Subsidiary of Indebtedness of the Company or any Restricted Subsidiary which is permitted to be incurred under this Indenture; *provided* that in the case of a guarantee of any Restricted Subsidiary that is not a Guarantor, such Restricted Subsidiary complies with Section 4.12 hereof; *provided further* that if the Indebtedness being guaranteed is subordinated in right of payment to the Notes or a Note Guarantee, then such Guarantee shall be subordinated in right of payment to the same extent as the Indebtedness guaranteed;

(6) obligations of the Company or any Restricted Subsidiary entered into in the ordinary course of business and not for speculative purposes:

(a) pursuant to Interest Rate Agreements designed to protect the Company or any Restricted Subsidiary against fluctuations in interest rates in respect of Indebtedness of the Company or any Restricted Subsidiary as long as such obligations do not exceed the aggregate principal amount of such Indebtedness then outstanding,

(b) under any Currency Hedging Agreements relating to (1) Indebtedness of the Company or any Restricted Subsidiary and/or (2) obligations to purchase or sell assets or properties, in each case, incurred in the ordinary course of business of the Company or any Restricted Subsidiary; *provided*, *however*, that such Currency Hedging Agreements do not increase the Indebtedness or other obligations of the Company or any Restricted Subsidiary outstanding other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder or

(c) under any Commodity Price Protection Agreements which do not increase the amount of Indebtedness or other obligations of the Company or any Restricted Subsidiary outstanding other than as a result of fluctuations in commodity prices or by reason of fees, indemnities and compensation payable thereunder;

(7) Indebtedness of the Company or any Restricted Subsidiary represented by Capital Lease Obligations or Purchase Money Obligations or other Indebtedness incurred or assumed in connection with the acquisition or development of real or personal, movable or immovable, property in each case incurred for the purpose of financing or refinancing all or any part of the purchase price or cost of construction or improvement of property (real or personal), plant or equipment used in the business of the Company or any of its Restricted Subsidiaries (whether through the direct acquisition of such assets or the acquisition of Capital Stock of any Person owning such assets), in an aggregate principal amount pursuant to this clause (7) not to exceed the greater of (x) $5.0 million and (y) 5.0% of Consolidated Net Tangible Assets outstanding at any time; *provided* that the principal amount of any Indebtedness permitted under this clause (7) did not in each case at the time of incurrence exceed the Fair Market Value, as determined by the Company in good faith, of the acquired or constructed asset or improvement so financed;

(8) Indebtedness of the Company or any Restricted Subsidiary in connection with (a) one or more standby letters of credit issued by the Company or a Restricted Subsidiary in the ordinary course of business consistent with past practice and (b) other letters of credit, surety, performance, appeal or similar bonds, bankers' acceptances, completion guarantees or similar instruments pursuant to self-insurance and workers' compensation obligations; *provided* that, in each case contemplated by this clause (8), upon the drawing of such letters of credit or other instruments, such obligations are reimbursed within 30 days following such drawing;

(9) Indebtedness of the Company or any Restricted Subsidiary arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against

insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within three Business Days of incurrence;

(10) Indebtedness of the Company to the extent the net proceeds thereof are promptly deposited to defease or satisfy the Notes pursuant to Article Eight or Article Twelve;

(11) Permitted Refinancing Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, extend, substitute, refund, refinance or replace, any Indebtedness, including any Disqualified Stock, incurred pursuant to paragraph (a) of this Section 4.07 and clauses (2), (3) and this clause (11) of this paragraph (b);

(12) the incurrence by the Company and any of its Restricted Subsidiaries of Indebtedness arising from agreements of the Company or such Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or Capital Stock of the Company or a Restricted Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition;

(13) the issuance of Disqualified Stock or Preferred Stock by any of the Company's Restricted Subsidiaries issued to the Company or another Restricted Subsidiary; *provided*, *however*, that if the issuer of such shares of Disqualified Stock or Preferred Stock is a Restricted Subsidiary that is not a Guarantor and the purchaser of such shares is the Company or a Guarantor, such Investment must be permitted as a Permitted Investment described in clause 1(b) of the definition thereof and:

(a) any subsequent issuance or transfer of Capital Stock that results in any such Disqualified Stock or Preferred Stock being held by a Person other than the Company or a Restricted Subsidiary; and

(b) any sale or other transfer of any such Disqualified Stock or Preferred Stock to a Person that is not any of the Company, a Guarantor or, in the case where the issuer of such Disqualified Stock or Preferred Stock is not a Guarantor, any Restricted Subsidiary,

will be deemed, in each case, to constitute an issuance of such Disqualified Stock or Preferred Stock by such Restricted Subsidiary that was not permitted by this clause (13); and

(14) Indebtedness of the Company or any Restricted Subsidiary in addition to that described in clauses (1) through (13) above, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any such Indebtedness, so long as the aggregate principal amount, or accreted value, as applicable, of all such Indebtedness shall not exceed $7.0 million outstanding at any one time in the aggregate.

(c) Notwithstanding the foregoing, the Company will not, and will not permit any of its Restricted Subsidiaries to, incur secured Indebtedness (including Indebtedness under mortgages and Capital Lease Obligations) in excess of $82.5 million outstanding at any one time in the aggregate.

(d) For purposes of determining compliance with this Section 4.07, in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness permitted by this Section 4.07, the Company in its sole discretion shall classify or reclassify such item of Indebtedness and only be required to include the amount of such Indebtedness as one of such types; *provided* that Indebtedness under the Credit Agreement which is in existence following the Issue Date, and any renewals, extensions, substitutions, refundings, refinancings or replacements thereof, in an amount not in excess of the amount permitted to be incurred pursuant to clause (1) of paragraph (b) above, shall be deemed to have been incurred pursuant to clause (1) of paragraph (b) above rather than paragraph (a) above.

(e) Indebtedness permitted by this Section 4.07 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness.

(f) Accrual of interest, accretion or amortization of original issue discount and the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the accretion or payment of dividends on any Disqualified Stock or Preferred Stock in the form of additional shares of the same class of Disqualified Stock or Preferred Stock will not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.07; provided, in each such case, that the amount thereof as accrued is included in the calculation of the Consolidated Fixed Charge Coverage Ratio of the Company.

(g) For purposes of determining compliance with any dollar-denominated restriction on the incurrence of Indebtedness denominated in a foreign currency, the dollar-equivalent principal amount of such Indebtedness incurred pursuant thereto shall be calculated based on the relevant currency exchange rate in effect on the date that such Indebtedness was incurred.

(h) Notwithstanding any other provision of this Section 4.07, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may incur pursuant to this Section 4.07 will not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

(i) If Indebtedness is secured by a letter of credit that serves only to secure such Indebtedness, then the total amount deemed incurred shall be equal to the greater of (x) the principal of such Indebtedness and (y) the amount that may be drawn under such letter of credit.

(j) The amount of Indebtedness issued at a price less than the amount of the liability thereof shall be determined in accordance with GAAP.

(k) The Company will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt) that is contractually subordinated in right of

payment to any other Indebtedness of the Company or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the Notes and the applicable Guarantees on substantially identical terms; *provided*, *however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company solely as a result of being unsecured, having a junior lien position, having a later maturity date, or being junior to such other indebtedness with respect to order of payments or application of funds.

Section 4.08. Restricted Payments.

(a) The Company shall not, and shall not cause or permit any Restricted Subsidiary to, directly or indirectly:

(1) pay any dividend on, or make any distribution to holders of, any shares of the Company's Capital Stock (other than dividends or distributions payable solely in shares of its Qualified Capital Stock or in options, warrants or other rights to acquire shares of such Qualified Capital Stock);

(2) purchase, redeem, defease or otherwise acquire or retire for value, directly or indirectly, the Company's Capital Stock or any Capital Stock of any direct or indirect parent of the Company;

(3) make any principal payment on or with respect to, or repurchase, redeem, defease, retire or otherwise acquire for value, prior to any scheduled principal payment, sinking fund payment or maturity, any Subordinated Indebtedness except a purchase, repurchase, redemption, defeasance or retirement within one year of final maturity thereof;

(4) pay any dividend or distribution on account of any Capital Stock of any Restricted Subsidiary to any Person (other than (a) to the Company or any of its Wholly Owned Restricted Subsidiaries or (b) dividends or distributions made by a Restricted Subsidiary on a pro rata basis to all stockholders of such Restricted Subsidiary); or

(5) make any Investment in any Person (other than any Permitted Investments);

(any of the foregoing actions described in clauses (a)(1) through (a)(5) above, other than any such action that is a Permitted Payment (as defined below), collectively, "Restricted Payments"), *unless*

(1) immediately before and immediately after giving effect to such proposed Restricted Payment on a *pro forma* basis, no Default or Event of Default shall have occurred and be continuing;

(2) immediately before and immediately after giving effect to such Restricted Payment on a *pro forma* basis, the Company could incur $1.00 of additional Indebtedness (other than Permitted Debt) under paragraph (a) of Section 4.07; and

(3) after giving effect to the proposed Restricted Payment, the aggregate amount of all such Restricted Payments declared or made after the date of this Indenture and all Designation Amounts does not exceed the sum of:

(A) 50% of the aggregate Consolidated Net Income of the Company accrued on a cumulative basis during the period beginning on the date of this Indenture and ending on the last day of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of the Restricted Payment (or, if such aggregate cumulative Consolidated Net Income shall be a loss, minus 100% of such loss); plus

(B) 100% of the aggregate net proceeds (including the Fair Market Value of property) received after the date of this Indenture by the Company as a contribution to its common equity capital from any direct or indirect parent of the Company (except, in each case, to the extent such proceeds are used to purchase, redeem or otherwise retire Capital Stock or Subordinated Indebtedness as set forth in clause (2) or (3) of paragraph (b) below); plus

(C) (i) in the case of the disposition or repayment of any Investment constituting a Restricted Payment (including any Investment in an Unrestricted Subsidiary) made after the date of this Indenture, an amount (to the extent not included in Consolidated Net Income) equal to the lesser of the return of capital with respect to such Investment and the initial amount of such Investment, in either case, less the cost of the disposition of such Investment and net of taxes, and

(ii) in the case of the designation of an Unrestricted Subsidiary as a Restricted Subsidiary (as long as the designation of such Subsidiary as an Unrestricted Subsidiary was deemed a Restricted Payment), the Fair Market Value of the Company's interest in such Subsidiary; *provided*, *however*, that if such amount exceeds the amount of the Restricted Payment deemed made at the time the Subsidiary was designated as an Unrestricted Subsidiary, then only 50% of such excess may be added for purposes of this clause (C)(ii); plus

(D) any amount which previously qualified as a Restricted Payment on account of any guarantee entered into by the Company or any Restricted Subsidiary; *provided* that such guarantee has not been called upon and the obligation arising under such guarantee no longer exists.

(b) Notwithstanding the foregoing, and in the case of clauses (2) through (8)(B) and (8)(D) through (13) below, so long as no Default or Event of Default is continuing or would arise therefrom, the foregoing provisions shall not prohibit the following actions (each of clauses (1) through (5) and (7) through (10) being referred to as a "Permitted Payment"):

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at such date of declaration such payment was permitted by the provisions of

paragraph (a) of this Section 4.08 and such payment shall have been deemed to have been paid on such date of declaration;

(2) the purchase, repurchase, redemption, or other acquisition or retirement for value of any shares of any class of Capital Stock of the Company or any direct or indirect parent of the Company out of the Net Cash Proceeds of substantially concurrent contributions to the common equity capital of the Company by any direct or indirect parent of the Company; *provided* that the Net Cash Proceeds from such contributions are excluded from clause (B) of the second clause (3) of paragraph (a) of this Section 4.08;

(3) the purchase, repurchase, redemption, defeasance, satisfaction and discharge, retirement or other acquisition for value or payment of principal of any Subordinated Indebtedness of the Company or any Restricted Subsidiary in an amount not in excess of the Net Cash Proceeds of substantially concurrent contributions to the common equity capital of the Company by any direct or indirect parent of the Company; *provided* that the Net Cash Proceeds from such contributions are excluded from clause (B) of the second clause (3) of paragraph (a) of this Section 4.08;

(4) the purchase, repurchase, redemption, defeasance, retirement, refinancing, acquisition for value or payment of principal of any Subordinated Indebtedness of the Company or any Restricted Subsidiary through an incurrence of Permitted Refinancing Indebtedness;

(5) any payment of dividends, other distributions or other amounts or the making of loans or advances by the Company to any direct or indirect parent of the Company for the purposes set forth in clauses (A) through (D) below:

(A) for any direct or indirect parent company of the Company to pay accounting, legal and other fees required to maintain its corporate existence and to provide for other operating costs, in each case related to the Company;

(B) in an amount not to exceed an aggregate $200,000 per fiscal year required by any direct or indirect parent of the Company to pay to Coliseum and Twin Haven for management, consulting or financial advisory services;

(C) to pay franchise taxes and to pay federal, state, local and foreign income taxes to the extent such income taxes are attributable to the income of the Company and its Restricted Subsidiaries (and, to the extent of amounts actually received from its Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries); and

(D) to pay reasonable directors fees and to reimburse reasonable out-of-pocket expenses of the Board of Directors of any direct or indirect parent of the Company;

(6) any distribution, loan or advance to any direct or indirect parent entity of the Company for the purchase, repurchase, redemption or other acquisition for value of Capital Stock of any direct or indirect parent of the Company, in each case, owned by

employees, former employees, directors or former directors, consultants or foreign consultants of the Company or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors, consultants or foreign consultants) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement, or consulting agreement; *provided*, *however*, that the aggregate amount paid, loaned or advanced pursuant to this clause (6) will not, in the aggregate, exceed $1.25 million per fiscal year; *provided*, *further* that the Company may carry forward and make in the next succeeding two fiscal years, in addition to the amounts permitted for such fiscal year pursuant to this clause (6), any unused amounts from the previous two fiscal years so long as the amount in any fiscal year does not exceed $2.5 million;

(7) the declaration and payment of dividends and distributions to holders of any class or series of Disqualified Stock of the Company or any of its Restricted Subsidiaries issued or incurred in accordance with Section 4.07 hereof;

(8) following the first Public Equity Offering of any direct or indirect parent of the Company after the date of this Indenture, the payment of dividends on the Company's common stock solely for the purpose of funding the payment of dividends on such company's common stock in an amount not to exceed 6% per annum of the gross proceeds of such Public Equity Offering received by any direct or indirect parent of the Company and contributed to the common equity capital of the Company;

(9) upon the occurrence of a Change of Control and within 60 days after the completion of the offer to repurchase Notes pursuant to Section 4.21 hereof (including the repurchase of all Notes tendered), any purchase or redemption of Indebtedness of the Company subordinated to the Notes that is required to be repurchased or redeemed pursuant to the terms thereof as a result of such Change of Control, at a purchase price not greater than 101 % of the outstanding principal amount thereof (plus accrued and unpaid interest); and

(10) other Restricted Payments not otherwise permitted pursuant to this Section 4.08 in an aggregate amount not to exceed $7.0 million.

(c) The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued to or by the Company or such Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by this Section 4.08 will be determined by the Board of Directors of the Company, whose resolution with respect thereto will be delivered to the Trustee. In determining whether any Restricted Payment is permitted by this Section 4.08, the Company may allocate all or any portion of such Restricted Payment among the categories described in clauses (1) through (7) of the immediately preceding clause (b) of this Section 4.08 or among such categories and the types of Restricted Payments described in clause (a) of this Section 4.08; provided that at the time of such allocation, all such Restricted Payments, or allocated portions thereof, would be permitted under the various provisions of this Section 4.08.

Section 4.09. Transactions with Affiliates.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including the sale, purchase, exchange or lease of assets, property or services) with or for the benefit of any Affiliate of the Company (other than the Company or a Restricted Subsidiary) (each, an "Affiliate Transaction") unless such Affiliate Transaction is entered into in good faith and in writing and

(1) such Affiliate Transaction or series of related Affiliate Transactions is on terms that are no less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that would be available in a comparable transaction in arm's-length dealings with a party who is not an Affiliate of the Company,

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration having a Fair Market Value in excess of $3.0 million,

(a) the Company delivers an Officers' Certificate to the Trustee certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with clause (1) above, and

(b) such Affiliate Transaction or series of related Affiliate Transactions is in writing and (I) has been approved by a majority of the Disinterested Directors of the Board of Directors of the Company, or in the event there is only one Disinterested Director, by such Disinterested Director, or (II) in the event there is no Disinterested Director, is fair to the Company or such Restricted Subsidiary from a financial point of view in the opinion of an investment banking firm of national standing or other recognized independent expert with experience appraising the terms and conditions of transactions or series of related transaction similar to such Affiliate Transaction or series of related Affiliate Transactions, or

(3) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration having a Fair Market Value in excess of $5.0 million, such Affiliate Transaction or series of related Affiliate Transactions is in writing and the Company delivers to the Trustee a written opinion of an investment banking firm of national standing or other recognized independent expert with experience appraising the terms and conditions of the type of transaction or series of related transactions for which an opinion is required stating that the Affiliate Transaction or series of related Affiliate Transactions is fair to the Company or such Restricted Subsidiary from a financial point of view;

(b) However, paragraph (a) above shall not apply to:

(1) employee benefit arrangements with any officer or director of the Company and any direct or indirect parent of the Company, including under any employment agreement, stock option or stock incentive plans, and customary

indemnification arrangements with officers or directors of the Company and any direct or indirect parent of the Company, in each case entered into in the ordinary course of business;

(2) payment of reasonable directors fees to directors of the Company and any direct or indirect parent of the Company;

(3) any Restricted Payments or Permitted Payments made in compliance with Section 4.08 hereof or any Permitted Investment;

(4) transactions involving the Company or any of its Restricted Subsidiaries on the one hand, and Twin Haven and Coliseum and/or any of their respective Affiliates, on the other hand, in connection with management, financial advisory, financing or similar services, which payments are approved by a majority of the Disinterested Directors;

(5) any transactions undertaken pursuant to any contracts in existence on the Issue Date (as in effect on the Issue Date) and any renewals, replacements or modifications of such contracts (pursuant to new transactions or otherwise) on terms no less favorable to the Holders of the Notes than those in effect on the Issue Date;

(6) payments of any management, consulting or financial advisory fees to Twin Haven and Coliseum and their respective Affiliates pursuant to the Advisory Services Agreements in an amount not to exceed $200,000 in the aggregate per fiscal year, and transactions pursuant to such Advisory Services Agreements;

(7) loans and advances to employees made in the ordinary course of business of any direct or indirect parent of the Company, the Company or such Restricted Subsidiary, as the case may be; *provided* that such loans and advances do not exceed $500,000 in the aggregate at any one time outstanding;

(8) any tax sharing agreement or arrangement and payments pursuant thereto among the Company and its Subsidiaries and any other Person with which the Company and its Subsidiaries is required or permitted to file a consolidated, combined or unitary tax return or with which the Company or any of its Restricted Subsidiaries is or could be part of a consolidated, combined or unitary tax group for tax purposes in amounts not otherwise prohibited by this Indenture;

(9) sales of Capital Stock (other than Disqualified Stock) to Affiliates of the Company; *provided* that the consideration received in respect of such sales is at Fair Market Value, and sales of Additional Notes in an aggregate principal amount not to exceed $5.0 million pursuant to a rights offering to Holders of the Initial Notes;

(10) transactions with customers, clients, suppliers or purchasers or sellers of goods and services, in each case in the ordinary course of business consistent with past practice and otherwise in compliance with the terms of this Indenture that are on terms no less favorable than those that would have been obtained in a comparable transaction with

an unrelated party or on terms that are approved by the Board of Directors of the Company, including a majority of the Disinterested Directors, if any; and

(11) transactions pursuant to the Stockholder Agreement.

Section 4.10. Liens.

(a) The Company shall not, and shall not cause or permit any Restricted Subsidiary to, directly or indirectly, create, incur or affirm any Lien of any kind on or with respect to the Collateral except Permitted Liens.

(b) Subject to paragraph (a) above, the Company shall not, and shall not cause or permit any Restricted Subsidiary to, directly or indirectly, create, incur or affirm any Lien of any kind, other than Permitted Liens, upon any property or assets (including any intercompany notes) of the Company or any Restricted Subsidiary owned on the date of this Indenture or acquired after the date of this Indenture, or assign or convey any right to receive any income or profits therefrom, unless the Notes (or a Guarantee in the case of Liens of a Guarantor) are directly secured equally and ratably with (or, in the case of Subordinated Indebtedness, prior or senior thereto, with the same relative priority as the Notes shall have with respect to such Subordinated Indebtedness) the obligation or liability secured by such Lien.

(c) Notwithstanding the foregoing, any Lien securing the Notes or a Guarantee granted pursuant to paragraph (b) above (other than pursuant to the Security Documents) shall be automatically and unconditionally released and discharged upon: (i) any sale, exchange or transfer to any Person not an Affiliate of the Company of the property or assets subject to such Lien, (ii) any sale, exchange or transfer to any Person not an Affiliate of the Company of all of the Capital Stock held by the Company or any Restricted Subsidiary in, or all or substantially all the assets of, any Restricted Subsidiary creating such Lien, or (iii) with respect to any Lien securing a Guarantee, the release of such Guarantee in accordance with this Indenture.

Section 4.11. Asset Sales.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, consummate an Asset Sale unless (1) at least 75% of the consideration from such Asset Sale is received in cash or Cash Equivalents and (2) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of assets or Capital Stock subject to such Asset Sale.

For purposes of paragraph (a)(1) above, the following shall be deemed to be cash: (A) the amount of any Indebtedness (other than any Subordinated Indebtedness) of the Company or any Restricted Subsidiary that is actually assumed by the transferee in such Asset Sale and from which the Company and the Restricted Subsidiaries are fully and unconditionally released (excluding any liabilities that are incurred in connection with or in anticipation of such Asset Sale and contingent liabilities), (B) the amount of any notes, securities or other similar obligations received by the Company or any Restricted Subsidiary from such transferee that are immediately converted, sold or exchanged (or are converted, sold or exchanged within 90 days

of the related Asset Sale) by the Company or the Restricted Subsidiaries into cash in an amount equal to the net cash proceeds realized upon such conversion, sale or exchange, and (C) the amount of any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in the Asset Sale.

(b) Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, all or a portion of such proceeds may be applied by the Company or a Restricted Subsidiary, to the extent the Company or such Restricted Subsidiary elects (or is required by the terms of any Indebtedness under the Credit Agreement):

(1) to prepay permanently or repay permanently any First Priority Lien Obligations then outstanding as required by the terms thereof (and in the case of any such Indebtedness under a revolving credit facility, effect a permanent reduction in the availability under such revolving credit facility), or

(2) if the Company or such Restricted Subsidiary determines not to apply such Net Cash Proceeds to the permanent repayment or permanent prepayment of any First Priority Lien Obligations, or if no such First Priority Lien Obligations are then outstanding, to acquire (A) all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of the Company, or (B) properties and other assets that (as determined by the Board of Directors of the Company) replace the properties and assets that were the subject of the Asset Sale or in properties and assets that will be used in the businesses of the Company or its Restricted Subsidiaries (including pursuant to capital expenditures) existing on the date of this Indenture or in a Permitted Business; *provided*, *however*, that, with respect to an Asset Sale involving Collateral (a "Collateral Asset Sale"), the Company and the Guarantors must execute and deliver to the Trustee such collateral documents or other instruments as are reasonably necessary to cause such replacement properties and assets to become subject to a Second Priority Lien to the extent required by the Security Documents in favor of the Trustee on behalf of the Holders of Notes, and otherwise shall comply with the provisions in this Indenture including Section 4.15 hereof, and the Security Documents governing After-Acquired Property.

In the case of clause (2) above, the Company or such Restricted Subsidiary shall be deemed to have complied with its obligations under the preceding paragraphs of this Section 4.11 if it enters into a binding commitment to acquire such properties, assets or Capital Stock prior to 365 days after the receipt of the applicable Net Cash Proceeds; *provided* that such binding commitment will be subject only to customary conditions and such acquisition is completed as to any Collateral Asset Sale (and the obligations specified in the proviso to clause (b)(2) are satisfied) within 180 days following the expiration of the aforementioned 365 day period. If the acquisition contemplated by such binding commitment is not consummated on or before such 180th day, and the Company has not applied the applicable Net Cash Proceeds for another purpose permitted by the applicable preceding paragraph of this Section 4.11 on or before such 180th day, such commitment shall be deemed to not have been a permitted application of Net Cash Proceeds.

The amount of such Net Cash Proceeds from any Collateral Asset Sale that are not used or invested in accordance with the preceding clauses (1) and (2) within 365 days of the Asset Sale constitutes "Collateral Excess Proceeds." The amount of such Net Cash Proceeds from any Asset Sale not involving Collateral that are not used or invested in accordance with the preceding clauses (1) and (2) within 365 days of the Asset Sale constitutes "Excess Proceeds."

(c) (1) When the aggregate amount of Collateral Excess Proceeds exceeds $5.0 million or more, the Company will make an offer (a "Collateral Asset Sale Offer") to all Holders of Notes to purchase in cash the maximum principal amount of Notes that may be purchased out of the Collateral Excess Proceeds. The offer price (the "Collateral Asset Sale Offer Price") in any Collateral Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest, if any, to the date of purchase (the "Collateral Asset Sale Offer Date"), and will be payable in cash. If any Collateral Excess Proceeds remain after consummation of a Collateral Asset Sale Offer, the Company may use such Collateral Excess Proceeds for any purposes not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes tendered into such Collateral Asset Sale Offer exceeds the amount of Collateral Excess Proceeds, the Notes to be purchased shall be purchased on a *pro rata* basis. Upon completion of each Collateral Asset Sale Offer, the amount of Collateral Excess Proceeds shall be reset at zero.

(2) When the aggregate amount of Excess Proceeds exceeds $5.0 million or more, the Company will make an offer (an "Asset Sale Offer") to all Holders of Notes and all holders of Pari Passu Indebtedness containing provisions similar to those set forth in this Section 4.11 with respect to offers to purchase with the proceeds of sales of assets to purchase in cash the maximum principal amount of Notes and such other Pari Passu Indebtedness that may be purchased out of the Excess Proceeds. The offer price (the "Asset Sale Offer Price") in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest, if any, to the date of purchase (the "Asset Sale Offer Date"), and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purposes not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and such other Pari Passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Notes and such other Pari Passu Indebtedness to be purchased shall be purchased on a *pro rata* basis based on the aggregate principal amount of Notes and such other Pari Passu Indebtedness tendered. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(d) Pending application of Net Cash Proceeds pursuant to this Section 4.11, such Net Cash Proceeds may be invested in Cash Equivalents or applied to temporarily reduce Indebtedness under a revolving credit facility, if any, under the Credit Agreement or any Indebtedness of any Restricted Subsidiary that is not a Guarantor.

(e) If the Company becomes obligated to make a Collateral Asset Sale Offer or an Asset Sale Offer pursuant to clause (c) above, the Notes and (in the case of an Asset Sale Offer) the Pari Passu Indebtedness shall be purchased by the Company, at the option of the holders thereof, in whole or in part in amounts of $5,000 or whole multiples of $1,000 in excess

thereof, on a date that is not earlier than 30 days and not later than 60 days from the date the notice of the Collateral Asset Sale Offer or the Asset Sale Offer, as the case may be, is given to such holders, or such later date as may be necessary for the Company to comply with the requirements under the Exchange Act.

(f) To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of this Section 4.11, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.11 by virtue of such conflict.

(g) The aggregate Fair Market Value of the Designated Non-cash Consideration held by the Company or any Restricted Subsidiary at any given time, taken together with the Fair Market Value at the time of receipt of all other Designated Non-cash Consideration received and still held by the Company or any Restricted Subsidiary at such time, may not exceed $5.0 million in the aggregate at the time of the receipt of the Designated Non-cash Consideration (with the Fair Market Value being measured at the time received and without giving effect to subsequent changes in value).

(h) Subject to paragraph (f) above, within 30 days after the date on which the amount of Collateral Excess Proceeds or Excess Proceeds, as the case may be, exceeds $5.0 million, the Company shall send or cause to be sent by first-class mail, postage prepaid, to the Trustee and to each Holder, at his address appearing in the Security Register, a notice stating or including:

(1) that the Holder has the right to require the Company to repurchase, subject to proration, such Holder's Notes at the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be;

(2) the Collateral Asset Sale Offer Date or the Asset Sale Offer Date, as the case may be;

(3) the instructions a Holder must follow in order to have his or her Notes purchased in accordance with paragraph (c) above;

(4) the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be;

(5) the names and addresses of the Paying Agent and the offices or agencies referred to in Section 4.02 hereof;

(6) that Notes must be surrendered prior to the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, to the Paying Agent at the office of the Paying Agent or to an office or agency referred to in Section 4.02 to collect payment;

(7) that any Notes not tendered will continue to accrue interest and that unless the Company defaults in the payment of the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, any Note accepted for payment pursuant to the Collateral Asset Sale Offer or Asset Sale Offer, as the case may be, shall cease to accrue

interest on and after the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be;

(8) the procedures for withdrawing a tender; and

(9) that the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, for any Note which has been properly tendered and not withdrawn and which has been accepted for payment pursuant to the Collateral Asset Sale Offer or Asset Sale Offer, as the case may be, will be paid promptly following the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be.

(i) Holders electing to have Notes purchased hereunder will be required to surrender such Notes at the address specified in the notice prior to the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be. Holders will be entitled to withdraw their election to have their Notes purchased pursuant to this Section 4.11 if the Company receives, not later than one Business Day prior to the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, a telegram, telex, facsimile transmission or letter setting forth (1) the name of the Holder, (2) the certificate number of the Note in respect of which such notice of withdrawal is being submitted, (3) the principal amount of the Note (which shall be $5,000 or whole multiples of $1,000 in excess thereof) delivered for purchase by the Holder as to which his election is to be withdrawn, (4) a statement that such Holder is withdrawing his election to have such principal amount of such Note purchased, and (5) the principal amount, if any, of such Note (which shall be $5,000 or whole multiples of $1,000 in excess thereof) that remains subject to the original notice of the Collateral Asset Sale Offer or Asset Sale Offer, as the case may be, and that has been or will be delivered for purchase by the Company.

(j) The Company shall (i) not later than the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, accept for payment Notes or portions thereof tendered pursuant to the Collateral Asset Sale Offer or Asset Sale Offer, as the case may be, (ii) not later than 10:00 a.m. (New York time) on the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, deposit with the Trustee or with a Paying Agent an amount of money in same day funds sufficient to pay the aggregate Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, of all the Notes or portions thereof which are to be purchased on that date and (iii) not later than 10:00 a.m. (New York time) on the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, deliver to the Paying Agent an Officers' Certificate stating the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail or deliver to Holders of Notes so accepted payment in an amount equal to the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, of the Notes purchased from each such Holder, and the Company shall execute and the Trustee shall promptly authenticate and mail or deliver to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered. Any Notes not so accepted shall be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. For purposes of this Section 4.11, the Company shall choose a Paying Agent which shall not be the Company.

Subject to applicable escheat laws, the Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed, together with interest, if any, thereon (subject

to Section 7.01(f)), held by them for the payment of the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be; *provided*, *however*, that (x) to the extent that the aggregate amount of cash deposited by the Company with the Trustee in respect of an Collateral Asset Sale Offer or Asset Sale Offer, as the case may be, exceeds the aggregate Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Company and (y) unless otherwise directed by the Company in writing, promptly after the Business Day following the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, the Trustee shall return any such excess to the Company together with interest or dividends, if any, thereon (subject to Section 7.01(f)).

(k) Notes to be purchased shall, on the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, become due and payable at the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, and from and after such date (unless the Company shall default in the payment of the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be) such Notes shall cease to bear interest. Such Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, shall be paid to such Holder promptly following the later of the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, and the time of delivery of such Note to the relevant Paying Agent at the office of such Paying Agent by the Holder thereof in the manner required. Upon surrender of any such Note for purchase in accordance with the foregoing provisions, such Note shall be paid by the Company at the Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be; *provided*, *however*, that installments of interest whose Stated Maturity is on or prior to the Collateral Asset Sale Offer Date and the Asset Sale Offer Date, as the case may be, shall be payable to the Person in whose name the Notes are registered as such on the relevant Regular Record Dates according to the terms and the provisions of Section 2.04; *provided further* that Notes to be purchased are subject to proration in the event the Collateral Excess Proceeds or Excess Proceeds, as the case may be, are less than the aggregate Collateral Asset Sale Offer Price or Asset Sale Offer Price, as the case may be, of all Notes and (in the case of an Asset Sale Offer) the Pari Passu Indebtedness tendered for purchase, with such adjustments as may be appropriate by the Trustee so that only Notes in denominations of $5,000 or whole multiples of $1000 in excess thereof, shall be purchased. If any Note tendered for purchase shall not be so paid upon surrender thereof by deposit of funds with the Trustee or a Paying Agent in accordance with paragraph (i) above, the principal thereof (and premium, if any, thereon) shall, until paid, bear interest from the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be, at the rate borne by such Note. Any Note that is to be purchased only in part shall be surrendered to a Paying Agent at the office of such Paying Agent (with, if the Company, the Registrar or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Registrar or the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased. The Company shall publicly announce the results of the Collateral Asset Sale Offer or Asset Sale Offer, as the case may be, on or as soon as practicable after the Collateral Asset Sale Offer Date or Asset Sale Offer Date, as the case may be.

Section 4.12. Issuances of Guarantees and Joinder to Security Agreement by Restricted Subsidiaries.

The Company shall provide to the Trustee, within 10 Business Days of the date that (i) any Person (other than a Foreign Subsidiary) becomes a Restricted Subsidiary, (ii) any Unrestricted Subsidiary (other than a Foreign Subsidiary) is redesignated as a Restricted Subsidiary, (iii) any Restricted Subsidiary (other than a Foreign Subsidiary) of the Company (which is not a Guarantor) becomes a guarantor or obligor in respect of any Indebtedness of the Company or any of the Restricted Subsidiaries, or (iv) any Restricted Subsidiary incurs any Indebtedness in excess of $5,000, conducts any operations or business, or owns or acquires any assets or properties on or after the Issue Date having a Fair Market Value in excess of $5,000, in each case, (A) a supplemental indenture to this Indenture substantially in the form attached hereto as Exhibit E, executed by such Restricted Subsidiary, providing for a full and unconditional Guarantee on a senior secured basis by such Restricted Subsidiary of the Company's obligations under the Notes and this Indenture to the same extent as that set forth in Article Eleven hereof and (B) a supplement to the Security Agreement, substantially in the form attached thereto, executed by such Restricted Subsidiary, whereby such Restricted Subsidiary shall become a Grantor (as defined in the Security Agreement) and providing that such Restricted Subsidiary under and pursuant to the Security Agreement take all other action required of a Grantor under the Security Agreement, including any actions so that the Lien of the Security Documents on the property or assets of such Restricted Subsidiary are perfected and have priority over other Liens to the extent required by the Security Documents.

Section 4.13. Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distribution on its Capital Stock,

(2) pay any Indebtedness owed to the Company or any other Restricted Subsidiary,

(3) make any Investment in the Company or any other Restricted Subsidiary or

(4) transfer any of its properties or assets to the Company or any other Restricted Subsidiary.

(b) However, paragraph (a) above shall not prohibit any encumbrance or restriction created, existing or becoming effective under or by reason of:

(1) any agreement (including with respect to the Credit Agreement, this Indenture, the Notes and the Guarantees) in effect on the date of this Indenture;

(2) any agreements or instruments with respect to a Restricted Subsidiary that is not a Restricted Subsidiary of the Company on the date of this Indenture, in existence

at the time such Person becomes a Restricted Subsidiary of the Company and not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary; *provided* that such encumbrances and restrictions are not applicable to the Company or any Restricted Subsidiary or the properties or assets of the Company or any Restricted Subsidiary other than such Subsidiary which is becoming a Restricted Subsidiary;

(3) any agreement governing any Indebtedness permitted by clause (7) of the definition of Permitted Debt as to the assets financed with the proceeds of such Indebtedness;

(4) any agreements or instruments governing any Acquired Debt or other agreement of any entity related to assets acquired by or merged into or consolidated with the Company or any Restricted Subsidiaries, so long as such encumbrance or restriction (A) was not entered into in contemplation of the acquisition, merger or consolidation transaction, and (B) is not applicable to any Person, or the properties or assets of any person, other than the Person, or the property or assets of the Person, so acquired, so long as the agreement containing such restriction does not violate any other provision of this Indenture;

(5) applicable law or any requirement of any regulatory body;

(6) security documents evidencing any Liens securing Indebtedness otherwise permitted to be incurred under the provisions of Section 4.10 hereof that limit the right of the debtor to dispose of the assets subject to such Liens;

(7) customary non-assignment provisions in leases, licenses or contracts;

(8) customary agreements entered into for the sale or disposition of Capital Stock or assets of a Restricted Subsidiary or an agreement entered into for the sale of specific assets that are permitted to be incurred under Section 4.11 hereof and that limit the transfer of such assets or Capital Stock pending their sale or other disposition;

(9) other Indebtedness of the Company or any Restricted Subsidiary that is pari passu in right of payment with the Notes or the Guarantees, incurred under an indenture pursuant to Section 4.07 hereof; *provided* that the encumbrances and restrictions are no more restrictive in any material respect, taken as a whole, than those contained in this Indenture;

(10) Permitted Refinancing Indebtedness; provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more restrictive in any material respect, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(11) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business; and

(12) any agreement, amendment, modification, restatement, renewal, supplement, refunding, replacement or refinancing that extends, renews, refinances or replaces the agreements containing the encumbrances or restrictions in the foregoing clauses (1) through (11), or in this clause (12); *provided* that the terms and conditions of any such encumbrances or restrictions are no more restrictive in any material respect taken as a whole than those under or pursuant to the agreement so extended, renewed, refinanced or replaced.

Section 4.14. Sale and Leaseback Transactions.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that the Company or one of its Restricted Subsidiaries may enter into a sale and leaseback transaction if:

(1) the Company or such Restricted Subsidiary could have incurred Indebtedness in an amount equal to the Attributable Indebtedness relating to such sale and leaseback transaction pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth in paragraph (a) of Section 4.07 hereof or pursuant to clause (7) of the definition of Permitted Debt;

(2) the gross cash proceeds of such sale and leaseback transactions are at least equal to the Fair Market Value of the property that is the subject of such sale and leaseback transaction; and

(3) the transfer of assets in such sale and leaseback transaction is permitted by, and the Company applies the proceeds of such transaction in compliance with, Section 4.11 hereof.

Section 4.15. After-Acquired Property.

The Company and the Guarantors agree that all After-Acquired Property shall be Collateral under this Indenture and the relevant Security Documents and shall take all reasonably necessary action so that such After-Acquired Property is subject to the Lien of the Security Documents and such Lien is perfected and has priority over other Liens to the extent required by the Security Documents.

Section 4.16. Events of Loss.

(a) In the event of an Event of Loss with respect to any Collateral, the Company or the affected Guarantor, as the case may be, shall apply the Net Loss Proceeds from such Event of Loss, within 365 days after receipt, at its option to (1) the prepayment or repayment of any First Priority Lien Obligations, (2) the rebuilding, repair, replacement or construction of improvements to the affected property or (3) make capital expenditures with respect to Collateral or to acquire properties or assets that will constitute Collateral and be used or useful in the business of the Company or any of its Restricted Subsidiaries. Pending the final application of any Net Loss Proceeds, the Company or any Guarantor shall deposit such Net Loss Proceeds in the Collateral Account.

(b) Any Net Loss Proceeds from an Event of Loss that are not applied or invested as provided in paragraph (a) above shall be deemed to constitute "Excess Loss Proceeds." When the aggregate amount of Excess Loss Proceeds exceeds $5.0 million, the Company shall make an offer to all holders of Notes (a "Loss Proceeds Offer") to purchase in cash the maximum principal amount of Notes that may be purchased out of such Excess Loss Proceeds, at an offer price (the "Loss Proceeds Offer Price") in cash in an amount equal to 100% of their principal amount plus accrued and unpaid interest to the date of purchase (the "Loss Proceeds Offer Date"). If the aggregate principal amount of Notes surrendered by Holders of Notes exceeds the Excess Loss Proceeds to be used to purchase Notes, the Trustee shall select the Notes to be purchased on a *pro rata* basis.

(c) The Company shall comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws or regulations in connection with a Loss Proceeds Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the provisions of this Indenture, the Company and the Guarantors shall comply with such securities laws and regulations and shall not be deemed to have breached their obligations described in this Indenture by virtue thereof.

(d) Subject to paragraph (c) above, within 30 days after the date on which the amount of Excess Loss Proceeds exceeds $5.0 million, the Company shall send or cause to be sent by first-class mail, postage prepaid, to the Trustee and to each Holder, at his address appearing in the Security Register, a notice stating or including:

(1) that the Holder has the right to require the Company to repurchase, subject to proration, such Holder's Notes at the Loss Proceeds Offer Price;

(2) the Loss Proceeds Offer Date;

(3) the instructions a Holder must follow in order to have his or her Notes purchased in accordance with paragraph (b) above;

(4) the Loss Proceeds Offer Price;

(5) the names and addresses of the Paying Agent and the offices or agencies referred to in Section 4.02 hereof;

(6) that Notes must be surrendered prior to the Loss Proceeds Offer Date to the Paying Agent at the office of the Paying Agent or to an office or agency referred to in Section 4.02 to collect payment;

(7) that any Notes not tendered will continue to accrue interest and that unless the Company defaults in the payment of the Loss Proceeds Offer Price, any Note accepted for payment pursuant to the Loss Proceeds Offer, shall cease to accrue interest on and after the Loss Proceeds Offer Date;

(8) the procedures for withdrawing a tender; and

(9) that the Loss Proceeds Offer Price for any Note which has been properly tendered and not withdrawn and which has been accepted for payment pursuant to the Loss Proceeds Offer will be paid promptly following the Loss Proceeds Offer Date.

(e) Holders electing to have Notes purchased hereunder will be required to surrender such Notes at the address specified in the notice prior to the Loss Proceeds Offer Date. Holders will be entitled to withdraw their election to have their Notes purchased pursuant to this Section 4.16 if the Company receives, not later than one Business Day prior to the Loss Proceeds Offer Date, a telegram, telex, facsimile transmission or letter setting forth (1) the name of the Holder, (2) the certificate number of the Note in respect of which such notice of withdrawal is being submitted, (3) the principal amount of the Note (which shall be $5,000 or whole multiples of $1,000 in excess thereof) delivered for purchase by the Holder as to which his election is to be withdrawn, (4) a statement that such Holder is withdrawing his election to have such principal amount of such Note purchased, and (5) the principal amount, if any, of such Note (which shall be $5,000 or whole multiples of $1,000 in excess thereof) that remains subject to the original notice of the Loss Proceeds Offer and that has been or will be delivered for purchase by the Company.

(f) The Company shall (i) not later than the Loss Proceeds Offer Date accept for payment Notes or portions thereof tendered pursuant to the Loss Proceeds Offer, (ii) not later than 10:00 a.m. (New York time) on the Loss Proceeds Offer Date deposit with the Trustee or with a Paying Agent an amount of money in same day funds sufficient to pay the aggregate Loss Proceeds Offer Price of all the Notes or portions thereof which are to be purchased on that date and (iii) not later than 10:00 a.m. (New York time) on the Loss Proceeds Offer Date deliver to the Paying Agent an Officers' Certificate stating the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail or deliver to Holders of Notes so accepted payment in an amount equal to the Loss Proceeds Offer Price of the Notes purchased from each such Holder, and the Company shall execute and the Trustee shall promptly authenticate and mail or deliver to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered. Any Notes not so accepted shall be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. For purposes of this Section 4.16, the Company shall choose a Paying Agent which shall not be the Company.

Subject to applicable escheat laws, the Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed, together with interest or dividends, if any, thereon (subject to Section 7.01(f)), held by them for the payment of the Loss Proceeds Offer Price; *provided*, *however*, that (x) to the extent that the aggregate amount of cash deposited by the Company with the Trustee in respect of a Loss Proceeds Offer exceeds the aggregate Loss Proceeds Offer Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Company and (y) unless otherwise directed by the Company in writing, promptly after two Business Days following the Loss Proceeds Offer Date the Trustee shall return any such excess to the Company together with interest or dividends, if any, thereon (subject to Section 7.01(f) hereof).

(g) Notes to be purchased shall, on the Loss Proceeds Offer Date, become due and payable at the Loss Proceeds Offer Price and from and after such date (unless the Company

shall default in the payment of the Loss Proceeds Offer Price) such Notes shall cease to bear interest. Such Loss Proceeds Offer Price shall be paid to such Holder promptly following the later of the Loss Proceeds Offer Date and the time of delivery of such Note to the relevant Paying Agent at the office of such Paying Agent by the Holder thereof in the manner required. Upon surrender of any such Note for purchase in accordance with the foregoing provisions, such Note shall be paid by the Company at the Loss Proceeds Offer Price; *provided however* that installments of interest whose Stated Maturity is on or prior to the Loss Proceeds Offer Date shall be payable to the Person in whose name the Notes are registered as such on the relevant Regular Record Dates according to the terms and the provisions of Section 2.04; *provided further* that Notes to be purchased are subject to proration in the event the Excess Loss Proceeds are less than the aggregate Loss Proceeds Offer Price of all Notes tendered for purchase, with such adjustments as may be appropriate by the Trustee so that only Notes in denominations of $5,000 or whole multiples of $1000 in excess thereof, shall be purchased. If any Note tendered for purchase shall not be so paid upon surrender thereof by deposit of funds with the Trustee or a Paying Agent in accordance with paragraph (f) above, the principal thereof (and premium, if any, thereon) shall, until paid, bear interest from the Loss Proceeds Offer Date at the rate borne by such Note. Any Note that is to be purchased only in part shall be surrendered to a Paying Agent at the office of such Paying Agent (with, if the Company, the Registrar or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Registrar or the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased. The Company shall publicly announce the results of the Loss Proceeds Offer on or as soon as practicable after the Loss Proceeds Offer Date.

Section 4.17. Impairment of Collateral.

Neither the Company nor any of its Restricted Subsidiaries may take or omit to take any action which action or omission has the effect, or could reasonably be expected to have the result, of materially adversely affecting or impairing the Second Priority Lien in favor of the Trustee for the benefit of the Holders of the Notes in the Collateral, other than as expressly contemplated by this Indenture or the Security Documents.

Section 4.18. Limitation on Parent.

Parent shall (v) not engage in any business activity other than acting as a direct holding company of the Company and such activities that are ancillary to or related to such role, (w) not have any Investments other than the Capital Stock of the Company, (x) not have any Indebtedness other than Guarantees of Permitted Debt of the Company, (y) cause the Company to be a direct Wholly Owned Restricted Subsidiary of Parent and (z) guarantee the Notes and provide a pledge of the Capital Stock of the Company.

Section 4.19. Unrestricted Subsidiaries.

(a) The Board of Directors of the Company may designate any Restricted Subsidiary (other than any Restricted Subsidiary holding any of the Collateral) as an "Unrestricted Subsidiary" under this Indenture (a "Designation") only if:

(1) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation;

(2) (x) the Company would be permitted to make an Investment (other than a Permitted Investment) at the time of Designation (assuming the effectiveness of such Designation) pursuant to paragraph (a) of Section 4.08 hereof in an amount (the "Designation Amount") equal to the greater of (1) the net book value of the Company's interest in such Subsidiary calculated in accordance with GAAP or (2) the Fair Market Value of the Company's interest in such Subsidiary as determined in good faith by the Company's Board of Directors, or (y) the Designation Amount is less than $1,000;

(3) the Company would be permitted under this Indenture to incur $1.00 of additional Indebtedness (other than Permitted Debt) pursuant to Section 4.07 hereof at the time of such Designation (assuming the effectiveness of such Designation);

(4) such Unrestricted Subsidiary does not own any Capital Stock in any Restricted Subsidiary of the Company which is not simultaneously being designated an Unrestricted Subsidiary;

(5) such Unrestricted Subsidiary is not liable, directly or indirectly, with respect to any Indebtedness other than Unrestricted Subsidiary Indebtedness, *provided* that an Unrestricted Subsidiary may provide a Guarantee for the Notes; and

(6) except as would be permitted under Section 4.09 hereof, such Unrestricted Subsidiary is not a party to any agreement, contract, arrangement or understanding at such time with the Company or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company or, in the event such condition is not satisfied, the value of such agreement, contract, arrangement or understanding to such Unrestricted Subsidiary shall be deemed a Restricted Payment.

(b) In the event of any such Designation, the Company shall be deemed to have made an Investment constituting a Restricted Payment pursuant to Section 4.08 hereof for all purposes of this Indenture in the Designation Amount.

(c) The Company shall not and shall not cause or permit any Restricted Subsidiary to at any time

(1) provide credit support for, guarantee or subject any of its property or assets (other than the Capital Stock of any Unrestricted Subsidiary) to the satisfaction of, any Indebtedness of any Unrestricted Subsidiary (including any undertaking, agreement

or instrument evidencing such Indebtedness) (other than Permitted Investments in Unrestricted Subsidiaries) or

(2) be directly or indirectly liable for any Indebtedness of any Unrestricted Subsidiary.

(d) For purposes of the foregoing, the Designation of a Restricted Subsidiary of the Company as an Unrestricted Subsidiary shall be deemed to be the Designation of all of the Restricted Subsidiaries of such Subsidiary as Unrestricted Subsidiaries. Unless so designated as an Unrestricted Subsidiary, any Person that becomes a Subsidiary of the Company will be classified as a Restricted Subsidiary.

(e) The Company may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a "Revocation") if:

(1) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Revocation;

(2) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if incurred at such time, have been permitted to be incurred for all purposes of this Indenture; and

(3) unless such redesignated Subsidiary shall not have any Indebtedness outstanding (other than Indebtedness that would be Permitted Debt), immediately after giving effect to such proposed Revocation, and after giving pro forma effect to the incurrence of any such Indebtedness of such redesignated Subsidiary as if such Indebtedness was incurred on the date of the Revocation, the Company could incur $1.00 of additional Indebtedness (other than Permitted Debt) pursuant to paragraph (a) of Section 4.07 hereof.

(f) All Designations and Revocations must be evidenced by a Board Resolution of the Board of Directors of the Company delivered to the Trustee certifying compliance with the foregoing provisions of this Section 4.19.

Section 4.20. Payments for Consent.

Neither Parent nor the Company nor any of its Restricted Subsidiaries shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid or is paid to all Holders of Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Section 4.21. Offer to Repurchase upon a Change of Control.

(a) If a Change of Control occurs, each Holder of Notes shall have the right to require that the Company purchase all or any part (in amounts of $5,000 or whole multiples of

$1,000 in excess thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, the Company shall offer to purchase in cash all of the Notes, at a purchase price (the "Change of Control Purchase Price") in cash in an amount equal to 101 % of the principal amount of such Notes, plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Purchase Date") (subject to the rights of holders of record on relevant Regular Record Dates to receive interest due on an Interest Payment Date).

(b) Within 30 days of any Change of Control or, at the Company's option, prior to such Change of Control but after it is publicly announced, the Company must notify the Trustee and give written notice of the Change of Control (the "Change of Control Purchase Notice") to each Holder of Notes, by first-class mail, postage prepaid, at his address appearing in the security register. The Change of Control Purchase Notice must state, among other things:

(1) that a Change of Control has occurred or will occur and the date of such event;

(2) the circumstances and relevant facts regarding such Change of Control;

(3) the Change of Control Purchase Price and the Change of Control Purchase Date, which shall be fixed by the Company on a Business Day no earlier than 30 days nor later than 60 days from the date the notice is mailed, or such later date as is necessary to comply with requirements under the Exchange Act; *provided* that the Change of Control Purchase Date may not occur prior to the Change of Control;

(4) that any Note not tendered will continue to accrue interest;

(5) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(6) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

(c) Upon receipt by the Company of the proper tender of Notes, the Holder of the Note in respect of which such proper tender was made shall (unless the tender of such Note is properly withdrawn) thereafter be entitled to receive solely the Change of Control Purchase Price with respect to such Notes. Upon surrender of any such Note for purchase in accordance with the foregoing provisions, such Note shall be paid by the Company at the Change of Control Purchase Price; *provided*, *however*, that installments of interest whose Stated Maturity is on or prior to the Change of Control Purchase Date shall be payable to the Holders of such Notes, registered as such on the relevant Regular Record Dates according to the terms and the provisions of Section 2.03. If any Note tendered for purchase in accordance with the provisions of this Section 4.21 shall not be so paid upon surrender thereof, the principal thereof (and premium, if any, thereon) shall, until paid, bear interest from the Change of Control Purchase Date at the rate borne by such Note. Holders electing to have Notes purchased will be required to surrender such Notes to the Paying Agent at the address specified in the Change of Control Purchase Notice at least one Business Day prior to the Change of Control Purchase Date. Any Note that is to be purchased

only in part shall be surrendered to a Paying Agent at the office of such Paying Agent (with, if the Company, the Registrar or the Trustee so require, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Registrar or the Trustee, as the case may be, duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased.

(d) The Company shall (i) not later than the Change of Control Purchase Date accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) not later than 10:00 a.m. (New York time) on the Change of Control Purchase Date deposit with the Trustee or with a Paying Agent an amount of money in same day funds sufficient to pay the aggregate Change of Control Purchase Price of all the Notes or portions thereof which are to be purchased on that date and (iii) not later than 10:00 a.m. (New York time) on the Change of Control Purchase Date deliver to the Paying Agent an Officers' Certificate stating the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail or deliver to Holders of Notes so accepted payment in an amount equal to the Change of Control Purchase Price of the Notes purchased from each such Holder, and the Company shall execute and the Trustee shall promptly authenticate and mail or deliver to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered. Any Notes not so accepted shall be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company will publicly announce the results of the Change of Control Offer on the Change of Control Purchase Date. For purposes of this Section 4.21, the Company shall choose a Paying Agent which shall not be the Company.

(e) A tender made in response to a Change of Control Purchase Notice may be withdrawn if the Company receives, not later than one Business Day prior to the Change of Control Purchase Date, a telegram, telex, facsimile transmission or letter, specifying, as applicable:

(1) the name of the Holder;

(2) the certificate number of the Note in respect of which such notice of withdrawal is being submitted;

(3) the principal amount of the Note (which shall be $5,000 or whole multiples of $1,000 in excess thereof) delivered for purchase by the Holder as to which such notice of withdrawal is being submitted;

(4) a statement that such Holder is withdrawing his election to have such principal amount of such Note purchased; and

(5) the principal amount, if any, of such Note (which shall be $5,000 or whole multiples of $1,000 in excess thereof) that remains subject to the original Change of

Control Purchase Notice and that has been or will be delivered for purchase by the Company.

(f) Subject to applicable escheat laws, the Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed, together with interest or dividends, if any, thereon (subject to Section 7.01(f) hereof), held by them for the payment of the Change of Control Purchase Price; *provided*, *however*, that (x) to the extent that the aggregate amount of cash deposited by the Company with the Trustee in respect of a Change of Control Offer exceeds the aggregate Change of Control Purchase Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Company and (y) unless otherwise directed by the Company in writing, promptly after the Business Day following the Change of Control Purchase Date the Trustee shall return any such excess to the Company together with interest or dividends, if any, thereon (subject to Section 7.01(f) hereof).

(g) The Company shall comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws or regulations in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.21, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.21 by virtue of such conflict.

(h) Notwithstanding the foregoing, the Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer, in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

Section 4.22. Limitation on Capital Expenditures.

The Company will not, and will cause its Restricted Subsidiaries not to, incur Capital Expenditures (excluding the amount, if any, of Equity Funded Capital Expenditures) in any fiscal year in an amount greater than the amount set forth in the following table for the applicable fiscal year:

2010	2011	2012	2013	2014	2015
$ 2,640,000	$ 13,750,000	$ 14,080,000	$ 19,580,000	$ 22,220,000	$ 24,200,000

provided, however, that if the amount of Capital Expenditures permitted to be made in any fiscal year as set forth in the above table is greater than the actual amount of the Capital Expenditures actually made in such fiscal year (the amount by which such permitted Capital Expenditures for such fiscal year exceeds the actual amount of Capital Expenditures for such fiscal year, the "Excess Amount"), then the lesser of (i) such Excess Amount and (ii) 25% of the amount set forth in the above table for the next succeeding fiscal year (such lesser amount referred to as the "Carry-Over Amount") may be carried forward to the next succeeding fiscal year (the "Succeeding Fiscal Year"); *provided further*, that the Carry-Over Amount applicable to a particular Succeeding Fiscal Year may not be used in that fiscal year until the amount permitted

above to be expended in such fiscal year has first been used in full and the Carry-Over Amount applicable to a particular Succeeding Fiscal Year may not be carried forward to another fiscal year.

For purposes hereof, "Equity Funded Capital Expenditures" shall mean Capital Expenditures of Company and its Restricted Subsidiaries that are funded using proceeds of a cash capital contribution received from the Equity Holders.

Section 4.23. Corporate Existence.

Subject to Article Five, the Company and Parent shall do or cause to be done all things necessary to preserve and keep in full force and effect its limited liability company or corporate existence, as the case may be, rights (certificate or charter, as the case may be, and statutory) and franchises and those of each Subsidiary thereof; *provided* that Parent and the Company shall not be required to preserve any such right or franchise if the Board of Directors of the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries as a whole and that the loss thereof is not disadvantageous in any material respect to the Holders.

Section 4.24. Calculation of Original Issue Discount.

The Company shall file with the Trustee promptly at the end of each calendar year (i) a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on the Notes as of the end of such year and (ii) such other specific information relating to such original issue discount as may then be relevant under the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE FIVE
Successors

Section 5.01. Consolidation, Merger or Sale of Assets.

(a) The Company will not, in a single transaction or through a series of related transactions, consolidate with or merge with or into any other Person or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to any Person or group of Persons, or permit any of its Restricted Subsidiaries to enter into any such transaction or series of transactions, if such transaction or series of transactions, in the aggregate, would result in a sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the properties and assets of the Company and its Restricted Subsidiaries on a Consolidated basis to any other Person or group of Persons (other than the Company or a Guarantor), unless at the time and after giving effect thereto:

(1) either (a) the Company will be the continuing corporation or (b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, conveyance, transfer, lease or disposition all or substantially all of the properties and assets of the Company and its Restricted Subsidiaries on a Consolidated basis (the "Surviving Entity") will be a corporation, partnership (if there is a corporate co-issuer of the Notes) or limited

liability company duly organized and validly existing under the laws of the United States of America, any state thereof or the District of Columbia and such Person expressly assumes, by a supplemental indenture, in a form reasonably satisfactory to the Trustee (and otherwise acceptable to the Collateral Agent), all the obligations of the Company under the Notes, this Indenture and the Security Documents, as the case may be, and the Notes and this Indenture and the Security Documents will remain in full force and effect as so supplemented (and any Guarantees will be confirmed as applying to such Surviving Entity's obligations);

(2) immediately before and immediately after giving effect to such transaction on a *pro forma* basis (and treating any Indebtedness not previously an obligation of the Company or any of its Restricted Subsidiaries which becomes the obligation of the Company or any of its Restricted Subsidiaries as a result of such transaction as having been incurred at the time of such transaction), no Default or Event of Default will have occurred and be continuing;

(3) immediately before and immediately after giving effect to such transaction on a *pro forma* basis (on the assumption that the transaction occurred on the first day of the four-quarter period for which financial statements are available ending immediately prior to the consummation of such transaction with the appropriate adjustments with respect to the transaction being included in such *pro forma* calculation), the Company (or the Surviving Entity if the Company is not the continuing obligor under this Indenture) could incur $1.00 of additional Indebtedness (other than Permitted Debt) under paragraph (a) of Section 4.07 hereof or, if not, the Company's Consolidated Fixed Charge Coverage Ratio on such basis is higher than its Consolidated Fixed Charge Coverage Ratio immediately prior to such transaction;

(4) at the time of the transaction, each Guarantor, if any, unless it is the other party to the transactions described above, will have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Notes;

(5) at the time of the transaction, if any of the property or assets of the Company or any of its Restricted Subsidiaries would thereupon become subject to any Lien, Section 4.10 hereof is complied with;

(6) the Collateral owned by or transferred to the Surviving Entity will (a) continue to constitute Collateral under this Indenture and the Security Documents, (b) be subject to the Lien in favor of the Trustee for the benefit of the Holders of the Notes, and (c) not be subject to any Lien, other than Permitted Liens;

(7) to the extent that the assets of the Person which is merged or consolidated with or into the Surviving Entity are assets of the type which would constitute Collateral under the Security Documents, the Surviving Entity will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in this Indenture or any

of the Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Security Documents; and

(8) at the time of the transaction, the Company or the Surviving Entity will have delivered, or caused to be delivered, to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officers' Certificate and an Opinion of Counsel, each to the effect that such consolidation, merger, transfer, sale, assignment, conveyance, lease or other transaction and the supplemental indenture in respect thereof comply with this Indenture and that all conditions precedent therein provided for relating to such transaction have been complied with.

(b) Except as provided under Section 11.04 hereof, each Guarantor will not, and the Company will not cause or permit a Guarantor to, in a single transaction or through a series of related transactions, (x) consolidate with or merge with or into any other Person (other than the Company or any other Guarantor) or (y) sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to any Person or group of Persons (other than the Company or any other Guarantor) or permit any of its Restricted Subsidiaries to enter into any such transaction or series of transactions if such transaction or series of transactions, in the aggregate, in the case of clause (y) would result in a sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the properties and assets of the Guarantor and its Restricted Subsidiaries on a Consolidated basis to any other Person or group of Persons (other than the Company or any Guarantor), unless at the time and after giving effect thereto:

(1) either (a) the Guarantor will be the continuing corporation in the case of a consolidation or merger involving the Guarantor or (b) the Person (if other than the Guarantor) formed by such consolidation or into which such Guarantor is merged or the Person which acquires by sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the properties and assets of the Guarantor and its Restricted Subsidiaries on a Consolidated basis (the "Surviving Guarantor Entity") will be a corporation, limited liability company, limited liability partnership, partnership, trust or other entity duly organized and validly existing under the laws of the United States of America, any state thereof or the District of Columbia and such Person expressly assumes, by a supplemental indenture, in a form reasonably satisfactory to the Trustee, all the obligations of such Guarantor under its Guarantee of the Notes and this Indenture and the Security Documents, and such Guarantee, this Indenture and the Security Documents will remain in full force and effect, and in connection therewith such Person executes and delivers such other agreements, causes such instruments and Uniform Commercial Code financing statements to be filed and recorded in such jurisdictions and takes such other actions as may be required by applicable law to continue the validity and enforceability, and perfect or continue the perfection, of the Liens created under the Security Documents on the Collateral owned by or transferred to such Person;

(2) immediately before and immediately after giving effect to such transaction on a *pro forma* basis, no Default or Event of Default will have occurred and be continuing; and

(3) at the time of the transaction such Guarantor or the Surviving Guarantor Entity will have delivered, or caused to be delivered, to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officers' Certificate and an Opinion of Counsel, each to the effect that such consolidation, merger, transfer, sale, assignment, conveyance, lease or other transaction and the supplemental indenture in respect thereof comply with this Indenture and that all conditions precedent therein provided for relating to such transaction have been complied with;

provided, however, that this paragraph (b) shall not apply to any Guarantor whose Guarantee of the Notes is unconditionally released and discharged in accordance with Section 11.04 hereof.

(c) In the event of any transaction (other than a lease) described in and complying with the conditions listed in paragraphs (a) and (b) above in which the Company or any Guarantor, as the case may be, is not the continuing corporation, the successor Person formed or remaining or to which such transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company or such Guarantor, as the case may be, and the Company or any Guarantor, as the case may be, shall be discharged from all obligations and covenants under this Indenture and the Notes or its Guarantee, as the case may be, and the Security Documents.

(d) Notwithstanding the foregoing, the Company or any Guarantor may merge with an Affiliate incorporated or organized solely for the purpose of reincorporating or reorganizing the Company or Guarantor in another jurisdiction to realize tax or other benefits.

ARTICLE SIX
Defaults and Remedies

Section 6.01. Events of Default.

An Event of Default will occur under this Indenture if:

(1) there shall be a default in the payment of any interest on any Note when it becomes due and payable, and such default shall continue for a period of 30 days;

(2) there shall be a default in the payment of the principal of (or premium, if any, on) any Note at its Maturity;

(3) there shall be a default in the performance or breach of the provisions of Article Five, the Company shall have failed to make or consummate a Collateral Asset Sale Offer or an Asset Sale Offer in accordance with Section 4.11 hereof, or the Company shall have failed to make or consummate a Change of Control Offer in accordance with Section 4.21 hereof;

(4) there shall be a default in the performance, or breach, of any covenant or agreement of the Company or any Guarantor under this Indenture or any Guarantee (other than a default in the performance, or breach, of a covenant or agreement which is specifically dealt with in clause (1), (2) or (3) above) and such default or breach shall continue for a period of 30 days after written notice has been given, by certified mail, (1)

to the Company by the Trustee or (2) to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the outstanding Notes;

(5) (a) any default in the payment of the principal of, or, premium, if any, or interest on, any Indebtedness that shall have occurred under any of the agreements, indentures or instruments under which the Company or any Restricted Subsidiary then has outstanding Indebtedness in excess of $5.0 million when the same shall become due and payable in full and such default shall have continued after any applicable grace period and shall not have been cured or waived and, if not already matured at its final maturity in accordance with its terms, the holder of such Indebtedness shall have the right to accelerate such Indebtedness or (b) an event of default as defined in any of the agreements, indentures or instruments described in clause (a) of this clause (5) shall have occurred and the Indebtedness thereunder, if not already matured at its final maturity in accordance with its terms, shall have been accelerated;

(6) any Guarantee of Parent or a Significant Subsidiary shall for any reason cease to be, or shall for any reason be asserted in writing by Parent or any such Significant Subsidiary or the Company not to be, in full force and effect and enforceable in accordance with its terms, except to the extent contemplated by this Indenture and any such Guarantee;

(7) one or more judgments, orders or decrees of any court or regulatory or administrative agency for the payment of money in excess of $5.0 million, either individually or in the aggregate, shall be rendered against the Company or any Restricted Subsidiary or any of their respective properties and shall not be discharged and either (a) any creditor shall have commenced an enforcement proceeding upon such judgment, order or decree or (b) there shall have been a period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of an appeal or otherwise, shall not be in effect;

(8) the entry of a decree or order by a court having jurisdiction in the premises adjudging the Company, Parent or any Significant Subsidiary bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustments or composition of or in respect of the Company, Parent or any Significant Subsidiary under any Bankruptcy Law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company, Parent or any Significant Subsidiary or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days;

(9) the institution by the Company, Parent or any Significant Subsidiary of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company, Parent or any Significant Subsidiary or of any substantial part of its property, or the

making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due;

(10) either (a) the Senior Agent under the Credit Agreement or (b) if the Credit Agreement shall no longer be in force and effect, any holder of at least $5.0 million in aggregate principal amount of Indebtedness of the Company or any Restricted Subsidiary shall commence judicial proceedings to foreclose upon assets of the Company or any of its Restricted Subsidiaries having an aggregate Fair Market Value, individually or in the aggregate, in excess of $5.0 million or shall have exercised any right under applicable law or applicable security documents to take ownership of any such assets in lieu of foreclosure; and

(11) unless all of the Collateral has been released from the Second Priority Liens in accordance with the provisions of the Security Documents, default by the Company or any Restricted Subsidiary in the performance of the Security Documents which adversely affects the enforceability, validity, perfection or priority of the Second Priority Liens on a material portion of the Collateral granted to the Collateral Agent for the benefit of the Trustee and the Holders of the Notes, the repudiation or disaffirmation by the Company or any Restricted Subsidiary of its obligations under the Security Documents or the determination in a judicial proceeding that any security interest granted in the Collateral pursuant to any Security Documents is unenforceable or invalid against the Company or any Significant Subsidiary party thereto for any reason with respect to a material portion of the Collateral (which default, repudiation, disaffirmation or determination is not rescinded, stayed, or waived by the Persons having such authority pursuant to the Security Documents or otherwise cured within 60 days after the Company receives written notice thereof specifying such occurrence from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes and demanding that such default be remedied).

Section 6.02. Acceleration.

(a) If an Event of Default (other than as specified in Section 6.01(8) or (9) above) shall occur and be continuing with respect to this Indenture, the Trustee or the Holders of not less than 30% in aggregate principal amount of the Notes then outstanding may, and the Trustee at the request of such Holders shall, declare all unpaid principal of, premium, if any, and accrued interest on all Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders of the Notes) and upon any such declaration, such principal, premium, if any, and interest shall become due and payable immediately. Any accrued and unpaid interest then due and payable shall be paid in cash only. If an Event of Default specified in Section 6.01(8) or (9) above occurs and is continuing, then all the Notes shall *ipso facto* become due and payable immediately in an amount equal to the principal amount of the Notes, together with accrued and unpaid interest, if any, to the date the Notes become due and payable, without any declaration or other act on the part of the Trustee or any Holder of Notes. Thereupon, the Trustee may, at its discretion, proceed to protect and enforce the rights of the Holders of Notes by appropriate judicial proceedings.

In addition to acceleration of maturity of the Notes, if an Event of Default occurs and is continuing, the Trustee will have the right to exercise remedies with respect to the Collateral, such as foreclosure, as are available under this Indenture, the Security Documents and at law.

(b) After a declaration of acceleration, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in aggregate principal amount of Notes outstanding by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if:

(1) the Company has paid or deposited with the Trustee a sum sufficient to pay (A) all sums paid or advanced by the Trustee under this Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, (B) all overdue interest on all Notes then outstanding, (C) the principal of, and premium, if any, on any Notes then outstanding which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Notes and (D) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate borne by the Notes;

(2) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction; and

(3) all Events of Default, other than the non-payment of principal of, premium, if any, and interest on the Notes which have become due solely by such declaration of acceleration, have been cured or waived as provided in this Indenture.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

(c) In the event of a declaration of acceleration of the Notes because an Event of Default has occurred and is continuing as a result of the acceleration of any Pari Passu Indebtedness specified in Section 6.01(5) above, the declaration of acceleration of the Notes shall be automatically annulled if the holders of any Indebtedness described in Section 6.01(5) have rescinded the declaration of acceleration in respect of such Indebtedness within 30 days of the date of such declaration and if (i) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default, except non-payment of principal or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

(d) The Company is required to notify the Trustee within five Business Days of the occurrence of any Default. The Company is required to deliver to the Trustee, on or before a date not more than 60 days after the end of each fiscal quarter and not more than 120 days after the end of each fiscal year, a written statement as to compliance with this Indenture, including whether or not any Default has occurred. The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the Notes unless such Holders offer to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred thereby.

(e) In the case of any Event of Default occurring by reason of any willful action or inaction taken or not taken by or on behalf of the Company with the intention of avoiding payment of the premium that the Company would have had to pay if the Company then had elected to redeem the Notes pursuant to the optional redemption provisions of this Indenture, an equivalent premium shall also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes. If an Event of Default occurs during any time that the Notes are outstanding, by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding the premium payable upon optional redemption of the Notes, then the premium specified in this Indenture shall also become immediately due and payable to the extent permitted by law upon the acceleration of the Notes.

Section 6.03. Other Remedies.

(a) If an Event of Default occurs and is continuing, the Trustee may (subject to the terms of the Subordination Agreement) pursue any available remedy to collect the payment of principal, premium, if any, or interest (including any default interest) on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

(b) The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon and during the continuance of an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

The Holders of not less than a majority in aggregate principal amount of the Notes outstanding may on behalf of the Holders of all outstanding Notes waive any past Default or Event of Default under this Indenture and its consequences, except a Default or Event of Default (1) in the payment of the principal of, premium, if any, or interest on any Note (which may only be waived with the consent of each Holder of Notes affected) or (2) in respect of a covenant or provision which under this Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. To the extent permitted by the TIA, the consent, waiver, direction or vote of Holders which are also Affiliates of the Company (but excluding the Company and its Subsidiaries) in connection with any action contemplated by this Section 6.04 shall not be disregarded. The Company shall deliver to the Trustee an Officers' Certificate stating that the requisite percentage of Holders have consented to such waiver and attaching copies of such consents. In case of any such waiver, the Company, the Trustee and the Holders shall be restored to their former positions and rights hereunder and under the Notes, respectively. This Section 6.04 shall be in lieu of Section 316(a)(1)(B) of the TIA and such Section 316(a)(1)(B) of the TIA is hereby expressly excluded from this Indenture and the Notes, as permitted by the TIA. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05. Control by Majority.

Holders of a majority in principal amount of the then outstanding Notes may (subject to the terms of the Subordination Agreement) direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. To the extent permitted by the TIA, the consent, waiver, direction or vote of Holders which are also Affiliates of the Company (but excluding the Company and its Subsidiaries) in connection with any action contemplated by this Section 6.05 shall not be disregarded. However, the Trustee may refuse to follow any direction that conflicts with law, this Indenture or the Subordination Agreement or that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability. This Section 6.05 shall be in lieu of Section 316(a)(1)(A) of the TIA and such 316(a)(1)(A) is hereby expressly excluded from this Indenture and the Notes, as permitted by the TIA. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest.

Section 6.06. Limitation on Suits.

(a) A Holder has a right to institute any proceeding with respect to this Indenture, or the Notes or any Guarantees, only if:

(1) the Holder gives to the Trustee written notice of a continuing Event of Default;

(2) the Holders of at least 25% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee reasonable indemnity against any loss, liability or expense that might be incurred by it in connection with the request or direction;

(4) the Trustee does not comply with the request within 15 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(5) during such 15-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the written request.

(b) A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, or interest on such Note, on or after the respective due dates expressed in such Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall

not be impaired or affected without the consent of such Holder, except that no Holder shall have the right to institute any such suit, if and to the extent that the institution or prosecution thereof or the entry of judgment therein would under applicable law result in the surrender, impairment, waiver, or loss of the Liens of the Security Documents upon any property or assets subject to the Liens.

Section 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(1) or (2) above occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium, if any, interest remaining unpaid on the Notes and interest on overdue principal and premium, if any, and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09. Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company or any Guarantor (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other securities or property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

(a) Subject to the terms of the Subordination Agreement, if the Trustee collects any money pursuant to this Article Six, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

(b) The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than ten percent in principal amount of the then outstanding Notes.

ARTICLE SEVEN
Trustee

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, and is actually known to the Trustee, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and the Security Documents, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall

examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(f) Money held in trust by the Trustee need not be segregated from other funds and need not be held in an interest-bearing account, in each case except to the extent required by law or by any other provision of this Indenture. The Trustee (acting in any capacity hereunder) shall not be liable for interest on any money received by it hereunder unless the Trustee otherwise agrees in writing with the Company.

Section 7.02. Certain Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or the Security Documents at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of such event is sent to the Trustee in accordance with Section 13.02 hereof, and such notice references the Notes.

(h) Subject to Section 7.01(b)(ii) hereof, the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records, and premises of the Company, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reasons of such inquiry or investigation.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

(j) Except with respect to Section 4.01 hereof, the Trustee shall have no duty to inquire as to the performance of the Company with respect to the covenants contained in Article 4. In addition, the Trustee shall not be deemed to have knowledge of an Event of Default except (x) any Default or Event of Default occurring pursuant to Sections 4.01, 6.01(1) or 6.01(2) or (y) any Default or Event of Default of which the Trustee shall have received written notification or obtained actual knowledge.

(k) Delivery of reports, information and documents to the Trustee under Section 4.03 hereof is for informational purposes only and the Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of the

covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

(l) In no event shall the Trustee be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may become a creditor of, or otherwise deal with, the Company or any of its Affiliates with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict within 90 days, apply to the Commission for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication. The Trustee makes no representation as to the existence, validity, value, genuineness, perfection, priority or the collectibility of any security or other document or other instrument held by or delivered to the Trustee or the Collateral Agent under this Indenture, the Security Documents or the Subordination Agreement.

Section 7.05. Notice of Default.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default or Event of Default within 45 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06. Reports by Trustee to Holders of the Notes.

(a) Within 60 days after each May 15 beginning with the May 15 following the date hereof, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA Section 313(a) (but if no event described in TIA Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall

comply with TIA Section 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA Section 313(c).

(b) A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Company and filed with the Commission and each stock exchange on which the Notes are listed in accordance with TIA Section 313(d). The Company shall promptly notify the Trustee when the Notes are listed on any stock exchange or any delisting thereof.

Section 7.07. Compensation and Indemnity.

(a) The Company shall pay to the Trustee (in its capacity as Trustee, and, to the extent it has been appointed as such, as Collateral Agent, Paying Agent and Registrar) from time to time reasonable compensation for its acceptance of this Indenture and services hereunder in accordance with a written schedule provided by the Trustee to the Company. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable and customary disbursements, advances and reasonable out-of-pocket expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable and customary compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Company shall indemnify the Trustee in its capacity as Trustee, and, to the extent it has been appointed as such, as Collateral Agent against any and all losses, liabilities or reasonable out-of-pocket expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Company (including this Section 7.07) and defending itself against any claim (whether asserted by either of the Company or any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its negligence or willful misconduct. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of their obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable and customary fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

(c) The obligations of the Company under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

(d) To secure the Company's payment obligations in this section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(8) or (9) hereof occurs, the expenses and the compensation for

the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.08. Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10 hereof;

(ii) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(iii) a custodian or public officer takes charge of the Trustee or its property; or

(iv) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

(d) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of Notes of at least 10% in principal amount of the then outstanding Notes may petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder who has been a Holder for at least three months, fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of

the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

Section 7.09. Successor Trustee by Merger, Etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, the successor Person without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has (or its corporate parent shall have) a combined capital and surplus of at least $100.0 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA Section 310(a)(1), (2) and (5). The Trustee is subject to TIA Section 310(b).

Section 7.11. Preferential Collection of Claims Against Company.

The Trustee is subject to TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein. The Trustee hereby waives any right to setoff any claim that it may have against the Company in any capacity (other than as Trustee and Paying Agent) against any of the assets of the Company held by the Trustee; *provided*, *however*, that if the Trustee is or becomes a lender of any other Indebtedness permitted hereunder to be pari passu with the Notes, then such waiver shall not apply to the extent of such Indebtedness.

ARTICLE EIGHT
Defeasance and Covenant Defeasance

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may, at its option, and at any time, elect to have either Section 8.02 or 8.03 hereof be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article Eight.

Section 8.02. Legal Defeasance and Discharge.

Upon the Company's exercise of the option applicable to this Section 8.02, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes and all obligations of the Guarantors shall be deemed to have been discharged with respect to their obligations under the Guarantees on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company

and the Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes and Guarantees, respectively, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in clauses (a) and (b) below, and to have satisfied all of their other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Notes to receive solely from Funds in Trust (as defined in Section 8.04 hereof and as more fully set forth in such Section) payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due, (b) the Company's obligations with respect to such Notes under Article Two and Section 4.02 hereof, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (d) this Article Eight. Subject to compliance with this Article Eight, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03. Covenant Defeasance.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from its obligations, and each Restricted Subsidiary shall be released from its obligations, under the covenants contained in Sections 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.16, 4.17, 4.18, 4.19, 4.21, 4.22, 4.23, 5.01 and Article Ten hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Company and each Restricted Subsidiary may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(3) through (6) shall not constitute Events of Default.

Section 8.04. Conditions to Legal Defeasance or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

(a) the Company must irrevocably deposit or cause to be deposited with the Trustee, in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Notes cash in United States dollars, U. S. Government Obligations, or a

combination thereof ("Funds in Trust"), in such amounts as, in the aggregate, will be sufficient, in the opinion of a nationally recognized firm of independent public accountants or a nationally recognized investment banking firm, to pay and discharge the principal of, premium, if any, and interest on the outstanding Notes on the Stated Maturity (or on any date prior to the Stated Maturity (such date being referred to as the "Defeasance Redemption Date")) if, at or prior to electing either Legal Defeasance or Covenant Defeasance, the Company shall have delivered to the Trustee an irrevocable notice to redeem all of the outstanding Notes;

(b) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of independent counsel in the United States stating that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of independent counsel in the United States shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of independent counsel in the United States to the effect that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or insofar as clause (8) or (9) of Section 6.01 is concerned, at any time during the period ending on the 91st day after the date of deposit;

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under, this Indenture or any other material agreement or instrument to which the Company, any Guarantor or any Restricted Subsidiary is a party or by which any of them is bound;

(f) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the holders of the Notes or any Guarantee over the other creditors of the Company or any Guarantor with the intent of defeating, hindering, delaying or defrauding creditors of the Company, any Guarantor or others; and

(g) the Company will have delivered to the Trustee an Officers' Certificate and an opinion of independent counsel, each stating that all conditions precedent provided for relating to either the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Section 8.05. Deposited Money and U.S. Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

(a) Subject to Section 8.06 hereof, all cash in United States dollars and non-callable U. S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium and interest, but such money need not be segregated from other funds except to the extent required by law.

(b) The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash in United States dollars or non-callable U. S. Government Obligations deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

(c) Anything in this Article Eight to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any cash in United States dollars or non-callable U.S. Government Obligations held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants, investment bank, or appraisal firm expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06. Repayment to the Company.

Any cash in United States dollars or non-callable U.S. Government Obligations deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company upon its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such cash and non-callable U. S. Government Obligations, and all liability of the Company as trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Company cause to be published once, in *The New York Times* and *The Wall Street Journal* (national edition), notice that such cash and non-callable U.S. Government Obligations remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such cash and non-callable U.S. Government Obligations then remaining shall be repaid to the Company.

Section 8.07. Reinstatement.

If the Trustee or Paying Agent is unable to apply any cash in United States dollars or non-callable U.S. Government Obligations in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; *provided*, *however*, that, if the Company make any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE NINE
Amendment, Supplement and Waiver

Section 9.01. Without Consent of Holders of Notes.

(a) Notwithstanding Section 9.02 hereof, the Company, any Guarantor, any other obligor under the Notes and the Trustee may modify, supplement or amend this Indenture, the Notes, any Security Document or the Subordination Agreement without the consent of any Holder of a Note:

(1) to evidence the succession of another Person to the Company, a Guarantor, or any other obligor under the Notes, and the assumption by any such successor of the covenants of the Company, such Guarantor or such obligor in this Indenture and in the Notes, any Guarantee and the Security Documents in accordance with Section 5.01 hereof;

(2) to add to the covenants of the Company, any Guarantor or any other obligor under the Notes for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company or any Guarantor or any other obligor under the Notes, as applicable, in this Indenture, the Notes, in any Guarantee or in any of the Security Documents;

(3) to cure any ambiguity, or to correct or supplement any provision in this Indenture, the Notes or any Guarantee which may be defective or inconsistent with any other provision in this Indenture, the Notes, any Guarantee or any Security Document;

(4) to make any provision with respect to matters or questions arising under this Indenture, the Notes, any Guarantee, the Subordination Agreement or any Security Document; *provided* that such provisions shall not adversely affect the Holders of the Notes in any material respect;

(5) to add a Guarantor or additional obligor under this Indenture or permit any Person to guarantee the Notes and/or obligations under this Indenture;

(6) to release a Guarantor as provided in this Indenture;

(7) to evidence and provide the acceptance of the appointment of a successor Trustee under this Indenture;

(8) to mortgage, pledge, hypothecate or grant a security interest in favor of the Trustee for the benefit of the Holders of the Notes as additional security for the payment and performance of all or any portion of the Note Obligations, in any property, or assets, including any of which are required to be mortgaged, pledged or hypothecated, or in which a security interest is required to be granted to or for the benefit of the Trustee or the Collateral Agent pursuant to this Indenture, any of the Security Documents or otherwise;

(9) to release Collateral from the Lien of this Indenture and the Security Documents when permitted or required by the Subordination Agreement, Security Documents or this Indenture;

(10) to provide for the issuance of Additional Notes under this Indenture in accordance with the limitations set forth in this Indenture; or

(11) to comply with the rules of any applicable securities depositary.

(b) Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amendment or supplement, and upon receipt by the Trustee of the documents described in Section 7.02 and Section 9.06 hereof, the Trustee shall join with the Company in the execution of any such amendment or supplement authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amendment or supplement that affects its own rights, duties or immunities under this Indenture or otherwise.

(c) After an amendment or supplement under this Section 9.01 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment or supplement. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of such amendment or supplement.

Section 9.02. With Consent of Holders of Notes.

(a) Except as provided below in this Section 9.02, the Company, any Guarantor, any other obligor under the Notes and the Trustee may amend or supplement this Indenture, the Notes, the Subordination Agreement and the Security Documents with the consent of the Holders of at least a majority in aggregate principal amount of the Notes (including Additional Notes, if any) then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). Subject to Sections 2.10 and 6.04, the Holders of a majority in aggregate principal amount of the outstanding Notes voting as a single class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) may waive any existing Default or Event of Default or compliance by the

Company with any provision of this Indenture, the Subordination Agreement, the Security Documents or the Notes without notice to any other Holder. However, without the consent of each Holder affected (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(1) change the Stated Maturity of the principal of, or any installment of interest on, or change to an earlier date any redemption date of, or waive a default in the payment of the principal of, premium, if any, or interest on, any such Note (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration) or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which the principal of any such Note or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment after the Stated Maturity thereof (or, in the case of redemption, on or after the redemption date);

(2) amend, change or modify the obligation of the Company to make and consummate a Collateral Asset Sale Offer or an Asset Sale Offer with respect to any Asset Sale or Asset Sales in accordance with Section 4.11 hereof or the obligation of the Company to make and consummate a Change of Control Offer in the event of a Change of Control in accordance with Section 4.21 hereof after the occurrence of a Change of Control, including, in each case, amending, changing or modifying any definitions related thereto;

(3) reduce the percentage in principal amount of such outstanding Notes, the consent of whose Holders is required for any such amendment or supplemental indenture, or the consent of whose Holders is required for any waiver or compliance with certain provisions of this Indenture or the Security Documents;

(4) modify Section 9.01 or this Section 9.02 or any of the other provisions of this Indenture relating to supplemental indentures requiring the consent of Holders or relating to the waiver of past defaults or relating to the waiver of certain covenants, except to increase the percentage of such outstanding Notes required for such actions or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each such Note affected thereby;

(5) except as otherwise permitted under Section 5.01 hereof, consent to the assignment or transfer by the Company or any Guarantor of any of its rights and obligations under this Indenture;

(6) voluntarily release, other than in accordance with this Indenture, any Guarantee of any Guarantor;

(7) amend or modify any of the provisions of this Indenture in any manner which subordinates the Notes issued hereunder in right of payment to any other

Indebtedness of the Company or which subordinates any Guarantee in right of payment to any other Indebtedness of the Guarantor issuing any such Guarantee; or

(8) permit the release of Collateral or amend or modify any provisions of the Security Documents other than (x) in accordance with the terms of the Subordination Agreement, the Security Documents and this Indenture and (y) as permitted by paragraph 9.01(a) above, except for any release, amendment or modification that would not adversely affect the Holders of the Notes in any material respect.

(b) The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Persons entitled to consent to any amendment, supplement or waiver. If a record date is fixed, the Holders on such record date, or its duly designated proxies, and only such Persons, shall be entitled to consent to such amendment, supplement or waiver, whether or not such Holders remain Holders after such record date; *provided* that unless such consent shall have become effective by virtue of the requisite percentage having been obtained prior to the date which is 90 days after such record date, any such consent previously given shall automatically and without further action by any Holder be canceled and of no further effect.

(c) Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amendment, supplement or waiver, and upon the filing with the Trustee of evidence reasonably satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 9.06 hereof, the Trustee shall join with the Company in the execution of such amendment, supplement or waiver unless such amendment, supplement or waiver directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amendment, supplement or waiver.

(d) It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

(e) After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

Section 9.03. Compliance with TIA.

Every amendment, waiver or supplement of this Indenture, the Notes or any Security Document shall comply with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents.

(a) Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's

Note, even if notation of the consent is not made on any Note. However, subject to Section 9.02(b), any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

(b) A consent to any amendment, supplement or waiver under this Indenture, the Notes or any Security Document by any Holder given in connection with a purchase, tender or exchange of such Holder's Notes shall not be rendered invalid by such purchase, tender or exchange.

Section 9.05. Notation on or Exchange of Notes.

(a) The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

(b) Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06. Trustee to Sign Amendments, Etc.

The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article Nine if the amendment, supplement or waiver does not adversely affect the rights, duties, liabilities or immunities of the Trustee. None of the Company nor any Guarantor may sign an amendment, supplement or waiver until its Board of Directors or trustees or sole member (or committee serving a similar function), as the case may be, approves it. In executing any amendment, supplement or waiver, the Trustee shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon an Officers' Certificate and an Opinion of Counsel stating that the execution of such amendment, supplement or waiver is authorized or permitted by this Indenture.

ARTICLE TEN
Collateral

Section 10.01. Security Documents.

(a) The payment of all Note Obligations when due (whether on an Interest Payment Date, at maturity, by acceleration, repurchase, redemption or otherwise) shall be secured as provided in the Security Documents which the Company and the Guarantors have entered into simultaneously with the execution of this Indenture and shall be secured as provided in all Security Documents hereafter delivered as required or permitted by this Indenture.

(b) The Company and each of the Guarantors represents, covenants and agrees that each of them have and shall at all times have, full right, power and lawful authority to grant, bargain, sell, release, convey, hypothecate, assign, mortgage, pledge, transfer and confirm the property constituting the Collateral pursuant to the Security Documents to which such

Persons are party, free and clear of all Liens (other than First Priority Liens and other Permitted Liens), and that (i) it will forever warrant and defend the title to the same against the claims of all Persons (except as to First Priority Liens and other Permitted Liens), (ii) the Company and each of the Guarantors, as applicable, will execute, acknowledge and deliver to the Trustee such further assignments, transfers, assurances or other instruments as the Trustee may reasonably require and (iii) the Company and each of the Guarantors, as applicable, will do or cause to be done all such acts as may be reasonably required by the Trustee, to confirm to the Trustee such Lien on the Collateral, or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of the Security Documents, this Indenture, the Notes and the Guarantees. The Company and each of the Guarantors further covenants and agrees that each Security Document, as applicable, creates or will create (when delivered) a valid Second Priority Lien (subject to Permitted Liens) on the Collateral subject thereto.

(c) Each Holder of Notes, by its acceptance of a Note, consents and agrees to the terms of each Security Document and the Subordination Agreement (including the provisions providing for foreclosure and release of Collateral), authorizes and directs the Trustee to appoint U.S. Bank National Association as Collateral Agent on the Issue Date and directs the Collateral Agent to enter into the Security Documents and the Subordination Agreement, and authorizes and empowers each of the Trustee and the Collateral Agent to bind the Holders of Notes as set forth in the Security Documents and the Subordination Agreement and to perform its respective obligations and exercise its respective rights and powers thereunder. The Collateral Agent, solely in that separate capacity, shall have only the express functions and duties set forth in the Security Documents and the Subordination Agreement or as directed by the Trustee in performance thereof, shall be entitled to each of the rights, privileges, protections, duty limitations, immunities, indemnity, reimbursement, and benefits as are provided to the Trustee pursuant to Section 6.05 and Article Seven hereof, shall not possess or exercise discretionary duties in such performance and shall act only as directed by the Trustee in connection with any Event of Default.

(d) Concurrently with (i) a Person becoming a Guarantor or (ii) a Lien on any asset of the Company or its Restricted Subsidiaries being granted in favor of the Collateral Agent, the Company shall, or shall cause the applicable Restricted Subsidiary to, among other things:

(1) in the case of personal property, execute and deliver to the Collateral Agent such UCC-1 financing statements or take such other actions as shall be necessary or desirable to perfect and protect the Collateral Agent's Lien on and security interest in such assets or property and the second priority thereof (subject only to Permitted Liens);

(2) in the case of real property, execute and deliver to the Trustee:

(a) a Mortgage, under which the Company or such Restricted Subsidiary shall grant to the Collateral Agent a second priority lien on and security interest in such real property and any related fixtures (subject only to Permitted Liens);

(b) survey (for fee-owned real property) and title insurance (*provided* that (i) any mortgagee title insurance policy in respect of any owned real property shall include additional endorsements for survey, public road access and so-called comprehensive coverage, if available, and (ii) with regard to real property acquired after the Issue Date, any survey shall be sufficient for the title insurance company to issue the so-called comprehensive endorsement to the title insurance policy and remove the standard survey exception from the title insurance policy), covering any real property that is owned by such Restricted Subsidiary in an amount at least equal to the purchase price of such real property;

(c) UCC-1 fixture filings; and

(d) such other documents required by this Indenture; and

(3) upon request of the Trustee, promptly deliver to the Trustee Opinions of Counsel as to the enforceability and perfection of such Liens and security interests.

(e) As among the Holders, the Collateral shall be held for the equal and ratable benefit of the Holders without preference, priority or distinction of any thereof over any other.

Section 10.02. Recording.

(a) The Company and the Guarantors shall cause, at the Company's and the Guarantors' expense, this Indenture and each Security Document, and all amendments or supplements thereto, to be registered, recorded and filed and/or re-recorded and/or re-filed and/or renewed and/or assigned in such manner and in such place or places, if any, as may be reasonably required by the Trustee in order to record, perfect, preserve, protect, maintain and enforce the Second Priority Liens (subject only to the First Priority Liens and other Permitted Liens) created by the Security Documents on the Collateral. The Company and the Guarantors each hereby authorizes the filing of such financing or continuation statements, or amendments thereto, and the Company and the Guarantors will execute and deliver to the Collateral Agent such other instruments or notices, as may be necessary or as Collateral Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted hereby or in the Security Documents. The Company and the Guarantors each hereby authorizes the Collateral Agent to file, transmit, or communicate, as applicable, financing statements and amendments describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, in order to perfect the Collateral Agent's security interest in the Collateral without such grantor's signature. The Company and the Guarantors each also hereby ratifies its authorization for the Collateral Agent to have filed in any jurisdiction any financing statements filed prior to the date hereof. The Company shall pay all mortgage, mortgage recording, stamp, intangible or other similar taxes, charges or fees required to be paid under all applicable law in connection with the execution, delivery, recordation, filing, perfection or enforcement of the Second Priority Liens under any of the Security Documents.

(b) The Company shall furnish to the Trustee and the Collateral Agent promptly after the execution and delivery of this Indenture an Opinion of Counsel either (i)

stating that in the opinion of such counsel all action has been taken with respect to the recording, registering and filing of this Indenture, financing statements or other instruments or otherwise necessary to make effective the Liens intended to be created by the Security Documents and reciting the details of such action, or (ii) stating that, in the opinion of such counsel, no such action is necessary to make such Lien effective. Such Opinion of Counsel shall cover the necessity for recordings, registrations and filings required in all relevant jurisdictions. Such Opinion of Counsel may contain such qualifications, assumptions and limitations as are customary for such opinions.

(c) The Company and the Guarantors shall furnish to the Trustee and the Collateral Agent within three months after each anniversary of the Issue Date, an Opinion of Counsel, dated as of such date, stating either that (i) in the opinion of such counsel, all action has been taken with respect to the recording, registering, filing, re-recording, re-registering and refiling of all supplemental indentures, financing statements, continuation statements or other instruments of further assurance or otherwise as is necessary to maintain the effectiveness of the Liens intended to be created by the Security Documents and reciting the details of such action or (ii) in the opinion of such counsel, no such action is necessary to maintain the effectiveness of such Liens. Such Opinion of Counsel shall cover the necessity of recordings, registrations, filing, re-recordings, re-registrations and refilings in all relevant jurisdictions.

(d) The Company and the Guarantors shall otherwise comply with the provisions of Section 314(b) and, as applicable Sections 314(c), (d) and (e) of the TIA.

(e) The Company and the Guarantors acknowledge that all After-Acquired Property shall be subject to the terms and conditions of the Security Documents. The Company and the Guarantors shall comply with the provisions of the Security Documents with respect to Second Priority Liens on After-Acquired Property.

Section 10.03. Possession of the Collateral.

(a) Until the occurrence of an Event of Default, the Company or the relevant Restricted Subsidiary may possess, manage, operate and enjoy, as applicable, the Collateral in accordance with the terms of this Indenture, the Notes, the Guarantees and the Security Documents.

(b) Notwithstanding the foregoing, all amounts received by the Trustee as proceeds of any part of the Collateral (including Net Cash Proceeds in the case of an Asset Sale and Net Loss Proceeds in the case of an Event of Loss) and all amounts of money, securities, letters of credit and other evidences of indebtedness deposited with or held by the Trustee in the Collateral Account in accordance with this Indenture and any Security Document shall (subject to the terms of the Subordination Agreement) be held by the Trustee as security for the obligations of the Company and the Guarantors under this Indenture, the Notes, any Guarantees and the Security Documents until applied in accordance with the terms of this Indenture.

Section 10.04. Release of Collateral.

(a) The Trustee shall not at any time release Collateral from the Second Priority Liens created by this Indenture and the Security Documents unless such release is in accordance with the provisions of this Indenture and the Security Documents.

(b) Collateral may be released from the Liens created by the Security Documents at any time or from time to time, and the Security Documents may be terminated, in accordance with the provisions of the Security Documents or in accordance with this Indenture. In addition, upon the request of the Company pursuant to an Officers' Certificate and Opinion of Counsel certifying that all conditions precedent hereunder have been met, the Trustee will release Collateral that is sold, conveyed, or disposed of in compliance with the provisions of this Indenture. Upon receipt of such Officers' Certificate and Opinion of Counsel, the Trustee will execute, deliver and acknowledge any necessary or proper instruments of termination or release to evidence the release of any Collateral permitted to be released pursuant to this Indenture or the Security Documents. The release of any Collateral from the terms hereof and of the Security Documents or the release of, in whole or in part, the Liens created by the Security Documents, or the termination of the Security Documents, will not be deemed to impair the Liens on the Collateral in contravention of the provisions hereof if and to the extent that the Liens on Collateral are released, or the Security Documents are terminated, pursuant to this Indenture or the applicable Security Documents. The Trustee and each of the Holders acknowledge that a release of Collateral or a Lien in accordance with the terms of the Security Documents will not be deemed for any purpose to be an impairment of the Lien on the Collateral in contravention of the terms of this Indenture. To the extent applicable, the Company and each obligor on the Notes shall cause Section 314(d) of the TIA relating to the release of property or securities from the Lien hereof and of the Security Documents to be complied with. Any certificate or opinion required by Section 314(d) of the TIA may be made by an officer of the Company, except in cases which Section 314(d) of the TIA requires that such certificate or opinion be made by an independent person. In releasing any Collateral pursuant to the terms of this Indenture, or any Security Document, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, in addition to the documents required by Section 13.04, an Officers' Certificate certifying that such release is authorized or permitted by this Indenture and the Security Documents and the Subordination Agreement and that all conditions precedent, if any, to such release have been satisfied.

(c) Second Priority Liens securing the Note Obligations shall automatically and without the need for any further action by any Person be released:

(1) in whole, as to all property subject to such Second Priority Liens which has been taken by eminent domain, condemnation or other similar circumstances;

(2) in whole, as to all property subject to such Second Priority Liens, upon:

(i) payment in full of the principal of, accrued and unpaid interest and premium on the Notes and all other Note Obligations; or

(ii) satisfaction and discharge of this Indenture as set forth under Article Twelve hereof; or

(iii) Legal Defeasance or Covenant Defeasance of this Indenture as set forth under Article Eight hereof;

(3) in part, as to any property that (a) is sold, transferred or otherwise disposed of by the Company or one of its Restricted Subsidiaries in a transaction not prohibited by this Indenture, at the time of such sale, transfer or disposition, to the extent of the interest sold, transferred or disposed of or (b) is owned or at any time acquired by a Guarantor that has been released from its Guarantee, concurrently with the release of such Guarantee;

(4) to the extent required by the Subordination Agreement, upon any release of a First Priority Lien thereon by the Senior Agent or as otherwise directed by the Senior Agent; *provided*, *however*, that if there is reinstated a Lien securing obligations under the Credit Agreement on any or all of the Collateral upon which the Second Priority Lien securing Note Obligations has been released pursuant to this clause (4) then, the Second Priority Lien securing the Note Obligations on such Collateral will also be deemed reinstated; and

(d) The Trustee shall execute and deliver to the Company and the Guarantors, at the Company's and Guarantors' expense, all documents that such parties shall reasonably request to evidence such release. Such documents shall be without recourse to or warranty by the Trustee.

Section 10.05. Permitted Ordinary Course Activities with Respect to Collateral.

(a) So long as no Default or Event of Default under this Indenture exists or would result therefrom, the Company and the Restricted Subsidiaries may, without any release or consent by the Trustee or the Collateral Agent, conduct ordinary course activities with respect to Collateral, including:

(i) selling or otherwise disposing of, in any transaction or series of related transactions, any property subject to the Second Priority Lien of the Security Documents which has become worn out, defective or obsolete or not used or useful in the business;

(ii) abandoning, terminating, canceling, releasing or making alterations in or substitutions of any leases or contracts subject to the Second Priority Lien of this Indenture or any of the Security Documents;

(iii) surrendering or modifying any franchise, license or permit subject to the Second Priority Lien of this Indenture or any of the Security Documents which it may own or under which it may be operating;

(iv) altering, repairing, replacing, changing the location or position of and adding to its structures, machinery, systems, equipment, fixtures and appurtenances;

(v) granting a non-exclusive license of any intellectual property;

(vi) selling, transferring or otherwise disposing of inventory in the ordinary course of business;

(vii) making cash payments (including for the scheduled repayment of Indebtedness) from cash that is at any time part of the Collateral in the ordinary course of business that are not otherwise prohibited by this Indenture and the Security Documents; and

(viii) abandoning any intellectual property which is no longer used or useful in the Company's business.

(b) Nothing in this Article Ten shall limit the right of each of the Company and the Restricted Subsidiaries to sell, lease or otherwise deal in or dispose of its property or assets that do not constitute Collateral, subject only to the provisions of Article Four hereof.

(c) Nothing in this Article Ten shall modify or waive the obligations of the Company and the Restricted Subsidiaries to comply with the covenants contained in other Articles of this Indenture relating to the sale, lease or other disposition of its property or assets or otherwise.

Section 10.06. Purchaser Protected.

In no event shall any purchaser in good faith or other transferee of any Collateral purported to be released hereunder be bound to ascertain the authority (if any) of the Trustee to direct the Collateral Agent to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any Collateral permitted to be sold, disposed of or transferred by this Article Ten, be under obligation to ascertain or inquire into the authority of the Company or any Guarantor, as applicable, to make any such sale or other transfer.

Section 10.07. Actions by the Trustee.

Subject to the provisions of the Subordination Agreement and the Security Documents and Article Six, the Trustee shall have the power, but without any obligation to exercise such power, to take in its sole discretion and without the consent of the Holders all actions it deems necessary or appropriate in order to (i) enforce any of the terms of the Security Documents and (ii) to collect and receive all amounts payable in respect of the obligations of the Company and any Guarantors under the Security Documents and this Indenture. The Trustee shall have the power to institute and maintain such suits and proceedings as it may deem expedient in order to prevent any impairment of the Collateral by any act that may be unlawful or in violation of this Indenture or the Security Documents, and such suits and proceedings as the

Trustee may deem expedient to preserve or protect its interests and the interests of the Holders of the Notes in the Collateral and in the principal, interest, issues, profits, rents, revenues and other income arising therefrom, including the power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair the security hereunder or under any of the Collateral Documents, or be prejudicial to the interests of the Holders of the Notes or the Trustee. No duty beyond that set forth in Section 7.01 is imposed on the Trustee pursuant to this Section 10.07. All items to be delivered to the Trustee pursuant to this Article Ten shall also be delivered to the Collateral Agent.

Section 10.08. Withdrawal of Net Loss Proceeds.

Net Loss Proceeds may be withdrawn from the Collateral Account by the Company and shall be paid by the Trustee upon a notice from the Company delivered to the Trustee to be applied for any purpose permitted by Section 4.16 hereof upon receipt by the Trustee of the following:

(a) an Officers' Certificate, dated not more than 30 days prior to the date of the application for the withdrawal and payment of such Net Loss Proceeds setting forth:

(i) that such funds are being used in accordance with Section 4.16 for the purposes briefly described in such Officers' Certificate; and

(ii) that all conditions precedent herein provided for relating to such withdrawal and application have been complied with; and

(b) an Opinion of Counsel substantially to the effect that upon the basis of the accompanying documents specified in this Section 10.08, all conditions precedent herein provided for relating to such withdrawal and application have been complied with.

Upon compliance with the foregoing provisions of this Section 10.08, the Trustee shall, upon receipt of a notice from the Company, pay to the Company or its designee, from the Collateral Account, an amount of Net Loss Proceeds equal to the amount stated in the Officers' Certificate required by clause (i) of paragraph (a) of this Section 10.08.

Section 10.09. Withdrawal of Net Cash Proceeds to Fund a Collateral Asset Sale Offer.

Net Cash Proceeds of Collateral received by the Trustee pursuant to the provisions of Section 4.11 hereof when a Collateral Asset Sale Offer has been made in accordance therewith may be withdrawn by the Company and shall be paid by the Trustee to the Paying Agent for application in accordance with Section 4.11 hereof upon a notice from the Company to the Trustee and upon receipt by the Trustee of an Officers' Certificate, dated not more than three Business Days prior to the Collateral Asset Sale Offer Date stating:

(i) that no Default or Event of Default shall have occurred and be continuing after giving effect to such application;

(ii) (x) that such proceeds constitute Net Cash Proceeds of Collateral, (y) that pursuant to and in accordance with Section 4.11 hereof, the Company has made a Collateral Asset Sale Offer and (z) the amount of Net Cash Proceeds to be applied to the repurchase of the Notes pursuant to the Collateral Asset Sale Offer;

(iii) the Collateral Asset Sale Offer Date; and

(iv) that all conditions precedent herein provided for relating to such withdrawal and application have been complied with.

Upon compliance with the foregoing provisions of this Section 10.09, the Trustee shall apply the Net Cash Proceeds as directed and specified by such a notice from the Company, subject to Section 4.11 hereof.

ARTICLE ELEVEN
Guarantees

Section 11.01. Guarantee.

(a) Subject to this Article Eleven, each of the Guarantors hereby, jointly and severally, fully and unconditionally, guarantees, on a senior secured basis, to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that: (i) the principal of, premium, if any, and interest, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful (subject in all cases to any applicable grace period provided herein), and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against either of the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Subject to Section 6.06 hereof, each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of either of the Company, any right to require a proceeding first against either of the Company, protest, notice and all demands

whatsoever and covenant that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either of the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Six hereof for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article Six hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee. Each Guarantor that makes a payment or distribution under its Guarantee shall have the right to seek contribution from any non-paying Guarantor, in a pro rata amount based on the net assets of each Guarantor determined in accordance with GAAP, so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

(e) The Obligations of each Guarantor under its Guarantee pursuant to this Article Eleven shall rank equally in right of payment with other existing and future senior Indebtedness of such Guarantor, and senior in right of payment to all existing and future Subordinated Indebtedness of such Guarantor.

Section 11.02. Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor, and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under this Article Eleven, will result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. Until such time as the Notes are paid in full, each Guarantor hereby waives all rights of subrogation or contribution, whether arising by contract or operation of law (including any such right arising under federal Bankruptcy Law) or otherwise by reason of any payment by it pursuant to the provisions of this Article Eleven.

Section 11.03. Execution and Delivery of Guarantee.

(a) The Note Guarantee of any Guarantor shall be evidenced solely by its execution and delivery of this Indenture (or, in the case of any Guarantor that is not party to this Indenture on the Issue Date, a supplemental indenture thereto) and not by an endorsement on, or attachment to, any Note of any Note Guarantee or notation thereof. To effect any Guarantee of any Guarantor not a party to this Indenture on the Issue Date, such future Guarantor shall execute and deliver a supplemental indenture substantially in the form of Exhibit E hereto, which supplemental indenture shall be executed and delivered on behalf of such Guarantor by an Officer of such Guarantor.

(b) Each Guarantor hereby agrees that its Guarantee set forth in Section 11.01 shall be and remain in full force and effect notwithstanding any failure to endorse on any Note a notation of such Guarantee.

(c) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantees set forth in this Indenture on behalf of each of the Guarantors.

Section 11.04. Releases of Guarantors.

(a) A Subsidiary Guarantor will be deemed automatically and unconditionally released and discharged from all of its obligations under its Guarantee without any further action on the part of the Trustee or any Holder of the Notes:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary, if the sale or other disposition of all or substantially all of the assets of that Guarantor complies with Section 4.11 hereof, including the application of the Net Proceeds therefrom, and Section 4.09 hereof and all other applicable provisions of this Indenture;

(2) in connection with any sale of all of the Capital Stock of such Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary, if the sale of all such Capital Stock of that Guarantor complies with Section 4.11 hereof, including the application of the Net Proceeds therefrom, and Section 4.09 hereof and all other applicable provisions of this Indenture;

(3) in connection with any sale of Capital Stock of a Guarantor to a Person that results in the Guarantor no longer being a Restricted Subsidiary of the Company, if (i) the sale of such Capital Stock of that Guarantor complies with Section 4.11 hereof, including the application of the Net Proceeds therefrom, and Section 4.09 hereof and all other applicable provisions of this Indenture and (ii) following such sale, such Guarantor is no longer the obligor under or guarantor of any Indebtedness of the Company or any Restricted Subsidiary (and no commitments in respect of such Indebtedness are outstanding);

(4) if the Company properly designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the provisions of this Indenture; or

(5) if the Notes are discharged in accordance with the procedures set forth in Article Eight or Article Twelve hereof;

provided that any such release and discharge pursuant to clauses (1) through (5) above shall occur only to the extent that all obligations of such Guarantor under all of its guarantees of, and under all of its pledges of assets or other security interests which secure any, Indebtedness of the Company shall also terminate at such time.

(b) Any Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article Eleven.

ARTICLE TWELVE
Satisfaction and Discharge

Section 12.01. Satisfaction and Discharge.

This Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes as expressly provided for in this Indenture) as to all outstanding Notes under this Indenture when:

(a) either

(1) all such Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid or Notes whose payment has been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust as provided for in this Indenture) have been delivered to the Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Trustee for cancellation (a) have become due and payable, (b) will become due and payable at their Stated Maturity within one year, or (c) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company; and

(b) the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust an amount in U.S. dollars, U.S. Government Obligations, or a combination thereof, sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, including principal of, premium, if any, and accrued interest at such Maturity, Stated Maturity or redemption date;

(c) no Default or Event of Default shall have occurred and be continuing on the date of such deposit;

(d) the Company or any Guarantor has paid or caused to be paid all other sums payable under this Indenture by the Company and any Guarantor; and

(e) the Company has delivered to the Trustee an Officers' Certificate and an opinion of independent counsel each stating that (1) all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with and (2) such satisfaction and discharge will not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Company, any Guarantor or any Subsidiary is a party or by which the Company, any Guarantor or any Subsidiary is bound.

Section 12.02. Deposited Money and U.S. Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 12.03 hereof, all money and non-callable U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 12.02, the "Trustee") pursuant to Section 12.01 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium and interest, but such money need not be segregated from other funds except to the extent required by law.

Section 12.03. Repayment to the Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Company cause to be published once, in *The New York Times* or *The Wall Street Journal* (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining shall be repaid to the Company.

ARTICLE THIRTEEN
Miscellaneous

Section 13.01. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or any of its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.02. Notices.

(a) Any notice or communication by either of the Company or any Guarantor, on the one hand, or the Trustee on the other hand, to the other is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), facsimile or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company or any Guarantor:

UNO RESTAURANT HOLDINGS CORPORATION
UNO RESTAURANTS, LLC
100 Charles Park Road
Boston, Massachusetts 02132
Facsimile: (617) 218-5375
Attention: Louie Psallidas, Chief Financial Officer

with copies to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Facsimile: (212) 310-8007
Attention: Corey Chivers

If to the Trustee:

U. S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-2292
Facsimile: (651) 495-8097
Attention: Raymond Haverstock

(b) The Company, the Guarantors or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

(c) All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered; (ii) five Business Days after being deposited in the mail, postage prepaid, if mailed; (iii) when receipt acknowledged, if telecopied; (iv) and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

(d) Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the

extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

(e) If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

(f) If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

(g) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

(h) Where this Indenture provides for notice of any event to a Holder of a Global Note, such notice shall be sufficiently given if given to the Depositary for such Note (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice.

Section 13.03. Communication by Holders of Notes with Other Holders of Notes.

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to its rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

Section 13.04. Certificate and Opinion as to Conditions Precedent.

(a) Upon any request or application by the Company to the Trustee to take any action under this Indenture or any Security Document, the Company shall furnish to the Trustee:

(i) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture or such Security Document relating to the proposed action have been satisfied; and

(ii) to the extent required under Section 314 of the TIA, an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 13.05. Statements Required in Certificate or Opinion.

(a) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) shall comply with the provisions of TIA Section 314(e) and shall include:

(i) a statement that the Person making such certificate or opinion has read such covenant or condition;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(iv) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

(b) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(c) Any certificate or opinion of an officer of any Person may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of, or representation by, counsel or any Opinion of Counsel may be based, insofar as it relates to factual matters, upon certificates of public officials or upon a certificate or opinion of, or representations by, an officer or officers of the Company or any Guarantor (including an Officers' Certificate) stating that the information with respect to such factual matters is in the possession of the Company or such Guarantor unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(d) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 13.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 13.07. No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, member or stockholder of the Company, Parent or any Restricted Subsidiary, as such, will have any liability for any obligations of the Company, Parent or the Restricted Subsidiaries under the Notes, this Indenture or the Guarantees to which they are a party, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 13.08. Governing Law.

THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE SECURITY DOCUMENTS, THE NOTES AND THE GUARANTEES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 13.09. Consent to Jurisdiction.

Any legal suit, action or proceeding arising out of or based upon this Indenture, the Notes, the Guarantees, the Security Documents or the transactions contemplated hereby ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case located in the City of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that a Related Proceeding has been brought in an inconvenient forum.

Section 13.10. [Intentionally Omitted].

Section 13.11. Successors.

All agreements of the Company in this Indenture and the Notes shall bind their successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Guarantor in this Indenture shall bind its successors, except as otherwise provided in Section 5.01.

Section 13.12. Severability.

In case any provision in this Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.13. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 13.14. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by the Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing, and may be given or obtained in connection with a purchase of, or tender offer or exchange offer for, outstanding Notes; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company if made in the manner provided in this Section 13.14.

(b) Without limiting the generality of this Section 13.14, unless otherwise provided in or pursuant to this Indenture: (i) a Holder, including a Depositary or its nominee that is a Holder of a Global Note, may give, make or take, by an agent or agents duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in or pursuant to this Indenture to be given, made or taken by Holders, and a Depositary or its nominee that is a Holder of a Global Note may duly appoint in writing as its agent or agent members of, or participants in, such Depositary holding interests in such Global Note in the records of such Depositary; and (ii) with respect to any Global Note the Depositary for which is DTC, any consent or other action given, made or taken by an Agent Member of DTC by electronic means in accordance with the Automated Tender Offer Procedures system or other customary procedures of, and pursuant to authorization by, DTC shall be deemed to constitute the "Act" of the Holder of such Global Note, and such "Act" shall be deemed to have been delivered to the Company and the Trustee upon the delivery by DTC of an "agent's message" or other notice of such consent or other action having been so given, made or taken in accordance with the customary procedures of DTC.

(c) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such witness, notary or officer the execution thereof. Where such execution is by a signer acting in a capacity other than

his individual capacity, such certificate or affidavit shall also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(d) Notwithstanding anything to the contrary contained in this Section 13.15, the principal amount and serial numbers of Notes held by any Holder, and the date of holding the same, shall be proved by the register of the Notes maintained by the Registrar as provided in Section 2.04 hereof.

(e) If the Company shall solicit from the Holders of the Notes any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at their option, by or pursuant to a resolution of its Board of Directors, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. Notwithstanding TIA Section 316(c), such record date shall be the record date specified in or pursuant to such Board Resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith or the date of the most recent list of Holders forwarded to the Trustee prior to such solicitation pursuant to Section 2.06 hereof and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of the then outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the then outstanding Notes shall be computed as of such record date; provided that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than eleven months after the record date.

(f) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration or transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

(g) Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Note may do so itself with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

(h) For purposes of this Indenture, any action by the Holders which may be taken in writing may be taken by electronic means or as otherwise reasonably acceptable to the Trustee.

Section 13.15. Benefit of Indenture.

Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Registrar and its successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 13.16. Table of Contents, Headings, Etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 13.17. Trustee Not Fiduciary for Holders of Senior Indebtedness.

The Trustee shall not be deemed to owe any fiduciary duty to the holders of senior Indebtedness and shall not be liable to any such holders if it shall in good faith mistakenly pay over or distribute to Holders or the Company or to any other Person cash, property or securities to which any holders of senior Indebtedness shall be entitled by virtue of this Agreement or otherwise.

Section 13.18. Subordination Agreement.

In the event of any conflict between this Indenture or any Security Document and the Subordination Agreement, the provisions of the Subordination Agreement shall control. The provisions of this Section 13.18 and any other reference to actions being subject to the Subordination Agreement or any other reference in this Indenture or the Notes to the Subordination Agreement are solely for the benefit of the Senior Agent (as defined in the Subordination Agreement) and the Trustee and shall not give the Company or any Guarantor, their successors or assigns or any other person any rights vis-à-vis the Trustee or any Holder of the Notes.

The Indenture Secured Obligations (as defined in the Subordination Agreement) are subordinated in right of payment to the Credit Agreement Secured Obligations (as defined in the Subordination Agreement) and the Liens on the Collateral securing the Indenture Secured Obligations are subordinated to the Liens on the Collateral securing the Credit Agreement Secured Obligations, in each case in the manner and to the extent provided in the Subordination Agreement.

Each Holder, by its acceptance of a Note, authorizes and directs the Trustee on such Holder's behalf to execute and deliver the Subordination Agreement.

Section 13.19. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by Section 318(c) of the TIA, the imposed duties shall control.

Section 13.20. Legal Holidays.

A "Legal Holiday" used with respect to a particular place of payment is a Saturday, a Sunday or a day on which banking institutions in New York, New York, or at such place of payment are not required to be open. If a payment date is a Legal Holiday at such place, payment may be made at such place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 13.21. Waiver of Jury Trial.

EACH OF THE COMPANY, THE GUARANTORS, THE TRUSTEE, THE COLLATERAL AGENT, AND BY ITS ACCEPTANCE THEREOF, EACH HOLDER OF A NOTE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS INDENTURE, THE SECURITY DOCUMENTS, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED BY THIS INDENTURE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the date first written above.

UNO RESTAURANTS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

UNO RESTAURANT HOLDINGS CORPORATION, a Delaware corporation

By: _____
Name:
Title:

[Signature lines for all Guarantors named in Schedule A to be provided]

U.S. BANK NATIONAL
ASSOCIATION, as Trustee

By: _____

Name:Raymond Haverstock
Title: Vice President

SCHEDULE A

Subsidiary Guarantors

[To be confirmed]

8250 International Drive Corporation
B.S. Acquisition Corp.
B.S. of Woodbridge, Inc.
Fairfax Uno, Inc.
Kissimmee Uno, Inc.
Marketing Services Group, Inc.
Newport News Uno, Inc.
Paramus Uno, Inc.
Pizzeria Uno Corporation
Pizzeria Uno of 86th Street, Inc.
Pizzeria Uno of Albany Inc.
Pizzeria Uno of Bay Ridge, Inc.
Pizzeria Uno of Bayside, Inc.
Pizzeria Uno of Columbus Avenue, Inc.
Pizzeria Uno of Forest Hills, Inc.
Pizzeria Uno of Paramus, Inc.
Pizzeria Uno of Reston, Inc.
Pizzeria Uno of South Street Seaport, Inc.
Pizzeria Uno of Syracuse, Inc.
Pizzeria Uno of Union Station, Inc.
Plizzettas of Concord, Inc.
Saxet Corporation
SL Properties, Inc.
SL Uno Burlington, Inc.
SL Uno Ellicott City, Inc.
SL Uno Franklin Mills, Inc.
SL Uno Frederick, Inc.
SL Uno Gurnee Mills, Inc.
SL Uno Hyannis, Inc.
SL Uno Portland, Inc.
SL Uno Potomac Mills, Inc.
SL Uno Waterfront, Inc.
SLA Brockton, Inc.
SLA Due, Inc.
SLA Lake Mary, Inc.
SLA Mail II, Inc.
SLA Mail, Inc.
SLA Norfolk, Inc.
SLA Su Casa, Inc.
SLA Uno, Inc.
Uno Enterprises, Inc.
Uno Foods Inc.
Uno of America, Inc.
Uno of Astoria, Inc.
Uno of Bangor, Inc.
Uno of Daytona, Inc.
Uno of Hagerstown, Inc.
Uno of Haverhill, Inc.
Uno of Henrietta, Inc.
Uno of Indiana, Inc.
Uno of Kingstowne, Inc.
Uno of Manassas, Inc.
Uno of New Jersey, Inc.
Uno of New York, Inc.
Uno of Providence, Inc.
Uno of Schaumburg, Inc.
Uno of Victor, Inc.
Uno Restaurant of Woburn, Inc.
UR of Attleboro MA, LLC
UR of Bowie MD, Inc.
UR of Clay NY, LLC
UR of Columbia MD, Inc.
UR of Danbury CT, Inc.
UR of Dover NH, Inc.
UR of Fayetteville NY, LLC
UR of Gainesville VA, LLC
UR of Inner Harbor MD, Inc.
UR of Melbourne FL, LLC
UR of Milford CT, Inc.
UR of Millbury MA, LLC
UR of Nashua NH, LLC
UR of New Hartford NY, LLC
UR of Swampscott MA, LLC
UR of Taunton MA, LLC
UR of Tilton NH, LLC
UR of Virginia Beach VA, LLC
UR of Webster NY, LLC
UR of Winter Garden FL, LLC
UR of Wrentham MA, Inc.
URC, LLC
Waltham Uno, Inc.

EXHIBIT A1

[Face of Note]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.07(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

[Insert the following paragraph (i.e., the "Private Placement Legend") unless this Note is an Unrestricted Global Note or an Unrestricted Definitive Note:

THIS NOTE AND THE GUARANTEES ENDORSED HEREON HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE, THE GUARANTEES ENDORSED HEREON, NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) AND THE GUARANTEES ENDORSED HEREON (OR ANY PREDECESSOR OF THIS NOTE AND THE GUARANTEES

ENDORSED HEREON) (THE "RESALE RESTRICTION TERMINATION DATE"), EXCEPT THAT THE NOTES AND GUARANTEES MAY BE TRANSFERRED (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES AND THE GUARANTEES ENDORSED THEREON ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (1) PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (2) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

THIS NOTE AND THE GUARANTEES ENDORSED HEREON ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT (AS DEFINED IN THE INDENTURE REFERRED TO HEREIN).

CUSIP [ ]

No. ___ $_____

UNO RESTAURANTS, LLC

15% Senior Subordinated Secured Notes due 2016

Uno Restaurants LLC, a Delaware limited liability company (the "Company"), including any successor under the Indenture hereinafter referred to, for value received, promises to pay to [_____], or its registered assigns, the principal sum of [Amount of Note] ($[ ]) UNITED STATES DOLLARS on **[_____]**, 2016.

Interest Payment Dates: [_____] and [_____] of each year, commencing [_____], 2016.

Regular Record Dates: [_____] and [_____] of each year.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Issue Date: [_____], 2010

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

UNO RESTAURANTS, LLC, a Delaware limited liability company

By: _____

Name

Title

(Form of Trustee's Certificate of Authentication)

This is one of the 15% Senior Subordinated Secured Notes due 2016 described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

By: _____
Authorized Signatory

Date: _____

[Reverse Side of Note]
UNO RESTAURANTS, LLC

15% Senior Subordinated Secured Notes due 2016

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. The Company promises to pay interest on the principal amount of this Note at 15% per annum solely in cash from the date hereof until maturity, *provided*, *however*, that that, if with respect to any Interest Payment Date that occurs prior to Maturity of any Notes, the Company has duly elected pursuant to Section 4.01(c) of the Indenture not to pay the entire installment of interest due on such Interest Payment Date in cash; and if (but only if) the Company pays on such Interest Payment Date the entire installment of interest on such designated Notes due on such Interest Payment Date, the portion of such installment equal to the PIK Interest Amount with respect to such Interest Payment Date (i.e., the designated portion equal to up to one-third of the aggregate amount thereof) shall be payable by issuance of PIK Notes in accordance with Section 2.02(a) of the Indenture and the remainder of such installment shall be payable in cash. The Company shall pay interest semi-annually in arrears on [_____] and [_____] of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid on the Notes or, if no interest has been paid, from the date of original issuance (or, if this Note was originally issued after the Issue Date as an Additional Note, from the date of original issue of this Note); *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided* further that the first Interest Payment Date shall be [_____], 2011. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, in cash from time to time on demand at a rate that is 2% per annum in excess of the rate then in effect; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. If a payment date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on such payment for the intervening period.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest, if any) to the Persons in whose name this Note is registered at the close of business on the [_____] or [_____] immediately preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium, if any, and interest at the office or agency of the Company maintained for such purpose in The City of New York, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders, and provided that payment by wire transfer of immediately

available funds shall be required with respect to principal of and interest, premium, if any, on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar. Initially, U.S. Bank National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

4. Indenture. The Company issued the Notes under an Indenture dated as of **[_____]**, 2010 (the "Indenture") among the Company, Parent, the Guarantors named therein and the Trustee. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Indenture pursuant to which this Note is issued provides that the aggregate principal amount of Notes which may be issued thereunder is limited to $**[_____]**, subject to compliance with the covenants therein. The Note Obligations are secured by the Second Priority Liens.

5. Optional Redemption. Commencing on the Issue Date, the Company may redeem for cash all or a portion of the Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of $5,000 or whole multiples of $1,000 in excess thereof at the following redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, thereon, to the applicable redemption date (subject to the rights of holders of record on the relevant Regular Record Dates to receive interest due on an Interest Payment Date), if redeemed during the twelve-month periods indicated below (with Year 1 commencing on the Issue Date):

	Redemption Price
Year 1	105.00%
Year 2	103.00%
Year 3	101.00%
Year 4 and thereafter	100.00%

6. Mandatory Redemption. The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Repurchase at Option of Holders.

(a) Upon the occurrence of a Change of Control, each Holder may require the Company to purchase such Holder's Notes in whole or in part in amounts of $5,000 or whole multiples of $1,000 in excess thereof, at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon, to the date of purchase, pursuant to a Change of Control Offer in accordance with the procedures set forth in the Indenture.

(b) Under certain circumstances described in the Indenture, the Company will be required to apply the proceeds of Asset Sales to the repayment of the Notes and Pari Passu Indebtedness.

8. Selection and Notice of Redemption. If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased among the Holders of the Notes not more than 60 days prior to the redemption date in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not so listed, on a *pro rata* basis, by lot or in accordance with any other method the Trustee considers fair and reasonable. Redemptions shall be made on a *pro rata* basis or on as nearly a *pro rata* basis as practicable (subject to the provisions of DTC or other depositary). In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption. Notices of redemption may not be conditional. If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest, if any, ceases to accrue on Notes or portions of them called for redemption.

9. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $5,000 and whole multiples of $1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

10. Persons Deemed Owners. The registered Holder of a Note will be treated as its owner for all purposes.

11. Amendment, Supplement and Waiver. The Indenture or the Notes may be amended or supplemented only as provided in the Indenture.

12. Defaults. In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company or any Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately by notice in writing to the Company specifying the respective Event of Default. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of not less than a majority in aggregate principal amount of the Notes outstanding by notice to the Trustee may on behalf of the Holders

of all outstanding Notes waive any past Default and its consequences under the Indenture except a Default (1) in the payment of the principal of, premium, if any, or interest on any Note (which may only be waived with the consent of each Holder of Notes affected) or (2) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment.

13. Trustee Dealings with the Company. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. No Recourse Against Others. No director, officer, employee, member or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture or the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

15. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. CUSIP Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

17. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

UNO RESTAURANTS, LLC
100 Charles Park Road
Boston, Massachusetts 02132
Facsimile: (617) 323-6906
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:_____
(Insert assignee's legal name)

_____
(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint_____

to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature:_____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.11 or 4.21 of the Indenture, check the appropriate box below:

[ ] Section 4.11 [ ] Section 4.21

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.11 or Section 4.21 of the Indenture, state the amount you elect to have purchased:

$ _____

Date:_____

Your Signature:_____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:_____

Signature Guarantee*:_____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount Maturity of this Global Following such Decrease (or Increase)

EXHIBIT A2

[Face of Note]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.07(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

THIS NOTE AND THE GUARANTEES ENDORSED HEREON HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE, THE GUARANTEES ENDORSED HEREON, NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) AND THE GUARANTEES ENDORSED HEREON (OR ANY PREDECESSOR OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON) (THE "RESALE RESTRICTION TERMINATION DATE"), EXCEPT THAT THE NOTES AND GUARANTEES MAY BE TRANSFERRED (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS

THE NOTES AND THE GUARANTEES ENDORSED THEREON ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (1) PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (2) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

THIS NOTE AND THE GUARANTEES ENDORSED HEREON ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT (AS DEFINED IN THE INDENTURE REFERRED TO HEREIN).

EXCEPT AS SET FORTH BELOW, BENEFICIAL OWNERSHIP INTERESTS IN THIS REGULATION S TEMPORARY GLOBAL NOTE WILL NOT BE EXCHANGEABLE FOR INTERESTS IN THE REGULATION S PERMANENT GLOBAL NOTE OR ANY OTHER NOTE REPRESENTING AN INTEREST IN THE NOTES REPRESENTED HEREBY WHICH DO NOT CONTAIN A LEGEND CONTAINING RESTRICTIONS ON TRANSFER, UNTIL THE EXPIRATION OF THE "40-DAY DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF RULE 903(B)(2) OF REGULATION S UNDER THE SECURITIES ACT) AND THEN ONLY UPON CERTIFICATION IN FORM REASONABLY SATISFACTORY TO THE TRUSTEE THAT SUCH BENEFICIAL INTERESTS ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT. DURING SUCH 40-DAY DISTRIBUTION COMPLIANCE PERIOD, BENEFICIAL OWNERSHIP IN THIS REGULATION S TEMPORARY GLOBAL NOTE MAY ONLY BE SOLD, PLEDGED OR TRANSFERRED THROUGH EUROCLEAR SYSTEM OR CLEARSTREAM LUXEMBOURG, A SOCIETE ANONYME AND ONLY (1) TO THE COMPANY, (2) WITHIN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN A TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT OR (4) PURSUANT TO

AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF THE CASES (1) THROUGH (4) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND OTHER JURISDICTIONS. HOLDERS OF INTERESTS IN THIS REGULATION S TEMPORARY GLOBAL NOTE WILL NOTIFY ANY PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE, IF THEN APPLICABLE.

BENEFICIAL INTERESTS IN THIS REGULATION S TEMPORARY GLOBAL NOTE MAY BE EXCHANGED FOR INTERESTS IN A RESTRICTED GLOBAL NOTE ONLY IF (1) SUCH EXCHANGE OCCURS IN CONNECTION WITH A TRANSFER OF THE NOTES IN COMPLIANCE WITH RULE 144A, AND (2) THE TRANSFEROR OF THE REGULATION S TEMPORARY GLOBAL NOTE FIRST DELIVERS TO THE TRUSTEE A WRITTEN CERTIFICATE (IN THE FORM ATTACHED TO THIS CERTIFICATE) TO THE EFFECT THAT THE REGULATION S GLOBAL NOTE IS BEING TRANSFERRED (A) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES TO BE A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A, (B) TO A PERSON WHO IS PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND (C) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.

BENEFICIAL INTERESTS IN A GLOBAL TRANSFER RESTRICTED NOTE MAY BE TRANSFERRED TO A PERSON WHO TAKES DELIVERY IN THE FORM OF AN INTEREST IN THE REGULATION S GLOBAL NOTE, WHETHER BEFORE OR AFTER THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD, ONLY IF THE TRANSFEROR FIRST DELIVERS TO THE TRUSTEE A WRITTEN CERTIFICATE (IN THE FORM ATTACHED TO THIS CERTIFICATE) TO THE EFFECT THAT IF SUCH TRANSFER IS BEING MADE IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S OR RULE 144 (IF AVAILABLE) AND THAT, IF SUCH TRANSFER OCCURS PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD, THE INTEREST TRANSFERRED WILL BE HELD IMMEDIATELY THEREAFTER THROUGH EUROCLEAR SYSTEM OR CLEARSTREAM LUXEMBOURG, A SOCIETE ANONYME.

CUSIP [ ]

No. ___ $_____

UNO RESTAURANTS, LLC

15% Senior Subordinated Secured Notes due 2016

Uno Restaurants LLC, a Delaware limited liability company (the "Company"), including any successor under the Indenture hereinafter referred to, for value received, promises to pay to [_____], or its registered assigns, the principal sum of [Amount of Note] ($[ ]) UNITED STATES DOLLARS on **[_____]**, 2016.

Interest Payment Dates: [_____] and [_____] of each year, commencing [_____], 2016.

Regular Record Dates: [_____] and [_____] of each year.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Issue Date: [_____], 2010

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

UNO RESTAURANTS, LLC, a Delaware limited liability company

By: _____

Name

Title

(Form of Trustee's Certificate of Authentication)

This is one of the 15% Senior Subordinated Secured Notes due 2016 described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Date: _____

[Reverse Side of Note]
UNO RESTAURANTS, LLC

15% Senior Subordinated Secured Notes due 2016

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. The Company promises to pay interest on the principal amount of this Note at 15% per annum solely in cash from the date hereof until maturity, *provided*, *however*, that that, if with respect to any Interest Payment Date that occurs prior to Maturity of any Notes, the Company has duly elected pursuant to Section 4.01(c) of the Indenture not to pay the entire installment of interest due on such Interest Payment Date in cash; and if (but only if) the Company pays on such Interest Payment Date the entire installment of interest on such designated Notes due on such Interest Payment Date, the portion of such installment equal to the PIK Interest Amount with respect to such Interest Payment Date (i.e., the designated portion equal to up to one-third of the aggregate amount thereof) shall be payable by issuance of PIK Notes in accordance with Section 2.02(a) of the Indenture and the remainder of such installment shall be payable in cash. The Company shall pay interest semi-annually in arrears on [_____] and [_____] of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid on the Notes or, if no interest has been paid, from the date of original issuance (or, if this Note was originally issued after the Issue Date as an Additional Note, from the date of original issue of this Note); *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided* further that the first Interest Payment Date shall be [_____], 2011. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, in cash from time to time on demand at a rate that is 2% per annum in excess of the rate then in effect; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. If a payment date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on such payment for the intervening period.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest, if any) to the Persons in whose name this Note is registered at the close of business on the [_____] or [_____] immediately preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium, if any, and interest at the office or agency of the Company maintained for such purpose in The City of New York, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders, and provided that payment by wire transfer of immediately

available funds shall be required with respect to principal of and interest, premium, if any, on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar. Initially, U.S. Bank National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

4. Indenture. The Company issued the Notes under an Indenture dated as of **[_____]**, 2010 (the "Indenture") among the Company, Parent, the Guarantors named therein and the Trustee. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Indenture pursuant to which this Note is issued provides that the aggregate principal amount of Notes which may be issued thereunder is limited to $**[_____]**, subject to compliance with the covenants therein. The Note Obligations are secured by the Second Priority Liens.

5. Optional Redemption. Commencing on the Issue Date, the Company may redeem for cash all or a portion of the Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of $5,000 or whole multiples of $1,000 in excess thereof at the following redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, thereon, to the applicable redemption date (subject to the rights of holders of record on the relevant Regular Record Dates to receive interest due on an Interest Payment Date), if redeemed during the twelve-month periods indicated below (with Year 1 commencing on the Issue Date):

	Redemption Price
Year 1	105.00%
Year 2	103.00%
Year 3	101.00%
Year 4 and thereafter	100.00%

6. Mandatory Redemption. The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Repurchase at Option of Holders.

(a) Upon the occurrence of a Change of Control, each Holder may require the Company to purchase such Holder's Notes in whole or in part in amounts of $5,000 or whole multiples of $1,000 in excess thereof, at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon, to the date of purchase, pursuant to a Change of Control Offer in accordance with the procedures set forth in the Indenture.

(b) Under certain circumstances described in the Indenture, the Company will be required to apply the proceeds of Asset Sales to the repayment of the Notes and Pari Passu Indebtedness.

8. Selection and Notice of Redemption. If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased among the Holders of the Notes not more than 60 days prior to the redemption date in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not so listed, on a *pro rata* basis, by lot or in accordance with any other method the Trustee considers fair and reasonable. Redemptions shall be made on a *pro rata* basis or on as nearly a *pro rata* basis as practicable (subject to the provisions of DTC or other depositary). In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption. Notices of redemption may not be conditional. If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest, if any, ceases to accrue on Notes or portions of them called for redemption.

9. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $5,000 and whole multiples of $1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

10. Persons Deemed Owners. The registered Holder of a Note will be treated as its owner for all purposes.

11. Amendment, Supplement and Waiver. The Indenture or the Notes may be amended or supplemented only as provided in the Indenture.

12. Defaults. In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company or any Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately by notice in writing to the Company specifying the respective Event of Default. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of not less than a majority in aggregate principal amount of the Notes outstanding by notice to the Trustee may on behalf of the Holders

of all outstanding Notes waive any past Default and its consequences under the Indenture except a Default (1) in the payment of the principal of, premium, if any, or interest on any Note (which may only be waived with the consent of each Holder of Notes affected) or (2) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment.

13. Trustee Dealings with the Company. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. No Recourse Against Others. No director, officer, employee, member or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture or the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

15. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. CUSIP Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

17. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

UNO RESTAURANTS, LLC
100 Charles Park Road
Boston, Massachusetts 02132
Facsimile: (617) 323-6906
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:_____
(Insert assignee's legal name)

_____
(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint_____

to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature:_____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.11 or 4.21 of the Indenture, check the appropriate box below:

[ ] Section 4.11 [ ] Section 4.21

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.11 or Section 4.21 of the Indenture, state the amount you elect to have purchased:

$ _____

Date:_____

Your Signature:_____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:_____

Signature Guarantee*:_____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount Maturity of this Global Following such Decrease (or Increase)

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

UNO RESTAURANT HOLDINGS CORPORATION
UNO RESTAURANTS, LLC
100 Charles Park Road
Boston, Massachusetts 02132
Facsimile: (617) 218-5375
Attention: Louie Psallidas, Chief Financial Officer

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-2292
Fax: (651) 495-8097
Attention: Raymond Haverstock

Re: 15% Senior Subordinated Secured Notes due 2016

Reference is hereby made to the Indenture, dated as of **[**_____**]**, 2010 (the "Indenture"), among Uno Restaurants, LLC (the "Company"), Uno Restaurant Holdings Corporation, the Guarantors named therein, and U.S. Bank National Association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount at maturity of $_____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Definitive Note Pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions

on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

2. Check if Transferee will take delivery of a beneficial interest in the Regulation S Temporary Global Note, the Regulation S Permanent Global Note or a Definitive Note pursuant to Regulation S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Permanent Global Note, the Regulation S Temporary Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

3. Check and complete if Transferee will take delivery of a beneficial interest in the IAI Global Note or a Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) such Transfer is being effected to the Company or a subsidiary thereof;

or

(c) such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act;

or

(d) such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to beneficial interests in a Restricted Global Note or Restricted Definitive Notes and the requirements of the exemption claimed, which certification is supported by (1) a certificate executed by the Transferee in the form of Exhibit D to the Indenture and (2) an Opinion of Counsel provided by the Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the IAI Global Note and/or the Definitive Notes and in the Indenture and the Securities Act.

4. Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note.

(a) Check if Transfer is Pursuant to Rule 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) Check if Transfer is Pursuant to Regulation S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) Check if Transfer is Pursuant to Other Exemption. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to

the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

_____
[Insert Name of Transferor]

By:_____

Name:

Title:

Dated:_____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (A) OR (B)]

£ (A) a beneficial interest in the:

(1) 144A Global Note (CUSIP _____); or

(2) Regulation S Global Note (CUSIP _____); or

(3) IAI Global Note (CUSIP _____); or

£ (B) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

£ (A) a beneficial interest in the:

(4) 144A Global Note (CUSIP _____); or

(5) Regulation S Global Note (CUSIP _____); or

(6) IAI Global Note (CUSIP_____); or

(7) Unrestricted Global Note (CUSIP_____); or

£ (B) a Restricted Definitive Note; or

£ (C) an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

UNO RESTAURANT HOLDINGS CORPORATION
UNO RESTAURANTS, LLC
100 Charles Park Road
Boston, Massachusetts 02132
Facsimile: (617) 218-5375
Attention: Louie Psallidas, Chief Financial Officer

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-2292
Fax: (651) 495-8097
Attention: Raymond Haverstock

Re: 15% Senior Subordinated Secured Notes due 2016

Reference is hereby made to the Indenture, dated as of **[**_____**]**, 2010 (the "Indenture"), among Uno Restaurants, LLC (the "Company"), Uno Restaurant Holdings Corporation, the Guarantors named therein, and U.S. Bank National Association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount at maturity of $_____ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note

(a) Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount at maturity, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes

(a) Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted

Definitive Note with an equal principal amount at maturity, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

(b) Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note. In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] [ ] 144A Global Note, [ ] Regulation S Global Note, [ ] IAI Global Note with an equal principal amount at maturity, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

_____
[Insert Name of Transferor]

By:_____

Name:

Title:

Dated:_____

EXHIBIT D

FORM OF CERTIFICATE FROM

ACQUIRING INSTITUTIONAL ACCREDITED INVESTOR

UNO RESTAURANT HOLDINGS CORPORATION
UNO RESTAURANTS, LLC
100 Charles Park Road
Boston, Massachusetts 02132
Facsimile: (617) 218-5375
Attention: Louie Psallidas, Chief Financial Officer

Re: 15% Senior Subordinated Secured Notes due 2016

Reference is hereby made to the Indenture, dated as of **[**_____**]**, 2010 (the "Indenture"), among Uno Restaurants, LLC (the "Company"), Uno Restaurant Holdings Corporation, the Guarantors named therein, and U.S. Bank National Association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with our proposed purchase of $_____ aggregate principal amount at maturity of:

(a) beneficial interest in a Global Note, or

(b) a Definitive Note,

we confirm that:

1. We understand that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the United States Securities Act of 1933, as amended (the "Securities Act").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes and any interest therein may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell the Notes or any interest therein, we will do so only (A) to the Company or any subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an institutional "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to you and to the Company a signed letter substantially in the form of this letter and an Opinion of Counsel in form reasonably acceptable to the Company to the effect that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, (E) pursuant to the provisions of Rule 144(k) under the Securities Act

or (F) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any person purchasing the Definitive Note or beneficial interest in a Global Note from us in a transaction meeting the requirements of clauses (A) through (E) of this paragraph a notice advising such purchaser that resales thereof are restricted as stated herein.

3. We understand that, on any proposed resale of the Notes or beneficial interest therein, we will be required to furnish to you and the Company such certifications, legal opinions and other information as you and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes or beneficial interest therein purchased by us for our own account or for one or more accounts (each of which is an institutional "accredited investor") as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

_____

[Insert Name of Accredited Investor]

By:_____

Name:

Title:

Dated:_____

EXHIBIT E

FORM OF GUARANTOR SUPPLEMENTAL INDENTURE

GUARANTOR SUPPLEMENTAL INDENTURE (this "Guarantor Supplemental Indenture"), dated as of _____, 20___, among Uno Restaurants, LLC, a Delaware limited liability company (the "Company"), the Company's direct parent, Uno Restaurant Holdings Corporation, a Delaware corporation ("Parent"), the Company's subsidiaries listed on Schedule A hereto (each, a "New Guarantor"), the Company's subsidiaries listed on Schedule B hereto (collectively, the "Existing Guarantors") and U.S. Bank National Association, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company, Parent, the Existing Guarantors and the Trustee are parties to an indenture, as supplemented (the "Indenture"), dated as of **[**_____**]**, 2010, providing for the issuance of 15% Senior Subordinated Secured Notes due 2016 (the "Notes");

WHEREAS, Section 9.01 of the Indenture provides that, without the consent of any Holders, the Company, when authorized by a Board Resolution, Parent, the Existing Guarantors and the Trustee, at any time and from time to time, may modify, supplement or amend the Indenture to add a Guarantor or additional obligor under the Indenture or permit any Person to guarantee the Notes and/or obligations under the Indenture;

WHEREAS, each New Guarantor wishes to guarantee the Notes pursuant to the Indenture;

WHEREAS, pursuant to the Indenture the Company, Parent, the Existing Guarantors, the New Guarantors and the Trustee have agreed to enter into this Guarantor Supplemental Indenture for the purposes stated herein; and

WHEREAS, all things necessary have been done to make this Guarantor Supplemental Indenture, when executed and delivered by the Company, Parent, the Existing Guarantors and each New Guarantor, the legal, valid and binding agreement of the Company, Parent and each New Guarantor, in accordance with its terms.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, Parent, each New Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(A) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(B) Guarantee. Each New Guarantor hereby agrees to guarantee the Indenture and the Notes related thereto pursuant to the terms and conditions of Article Eleven of the Indenture, such Article Eleven being incorporated by reference herein as if set forth at length herein (each such guarantee, a "Guarantee") and such New Guarantor agrees to be bound as a Guarantor under the Indenture as if it had been an initial signatory thereto.

(C) Joinder to Security Agreement. Each New Guarantor hereby agrees to be a Grantor under the Security Agreement, has concurrently herewith executed and delivered to the Collateral Agent a Supplement, in substantially the form of Annex 1 to the Security Agreement, and such New Guarantor agrees to be bound as a Grantor under the Security Agreement as if it had been an initial signatory thereto.

(D) GOVERNING LAW. THIS GUARANTOR SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(E) Counterparts. The parties may sign any number of copies of this Guarantor Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(F) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

(G) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Guarantor Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, Parent, the Existing Guarantors and the New Guarantors.

IN WITNESS WHEREOF, the parties hereto have caused this Guarantor Supplemental Indenture to be duly executed and attested, all as of the date first above written.

UNO RESTAURANTS, LLC, a Delaware limited liability company

By:_____
Name:
Title:

UNO RESTAURANT HOLDINGS CORPORATION, a Delaware corporation

By:_____
Name:
Title:

EACH GUARANTOR LISTED ON SCHEDULE A HERETO

By:_____
Name:
Title:

EACH GUARANTOR LISTED ON SCHEDULE B HERETO

By:_____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

By:

Name:

Title:

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
UNO RESTAURANT HOLDINGS CORPORATION, *et al.*,	:	**Case No. 10-10209 (MG)**
	:	**(Jointly Administered)**
Debtors.	:	

FIRST AMENDED DISCLOSURE STATEMENT FOR THE FIRST AMENDED JOINT CONSOLIDATED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR UNO RESTAURANT HOLDINGS CORPORATION AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

WEIL, GOTSHAL & MANGES LLP
Joseph H. Smolinsky
767 Fifth Avenue
New York, New York, 10153
(212) 310-8000

Attorneys for Debtors and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Michael S. Stamer
Philip C. Dublin
One Bryant Park
New York, New York 10036
(212) 872-1000

Counsel for the Majority Noteholder Group

Dated: May 7, 2010

THE PLAN PROPONENTS BELIEVE THAT THE PLAN WILL MAXIMIZE THE RECOVERY FOR THE DEBTORS' CREDITORS AND ALL PARTIES IN INTEREST, ENABLE THE DEBTORS TO REORGANIZE SUCCESSFULLY, AND ACCOMPLISH THE OBJECTIVES OF CHAPTER 11 AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS. THE PLAN PROPONENTS URGE CREDITORS TO VOTE TO ACCEPT THE PLAN.

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TABLE OF EXHIBITS

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT (THE **"DISCLOSURE STATEMENT"**) IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE FIRST AMENDED JOINT CONSOLIDATED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR UNO RESTAURANT HOLDINGS CORPORATION AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION DATED MAY 7, 2010, AS MAY BE MODIFIED AMENDED, AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "**PLAN**") AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN. NO SOLICITATION OF VOTES TO ACCEPT THE PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF TITLE 11 OF THE UNITED STATES CODE (THE **"BANKRUPTCY CODE"**).[1]

ALL CREDITORS ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN *IN THEIR ENTIRETY* BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. ALL HOLDERS OF CLAIMS SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN SECTION VIII OF THIS DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. A COPY OF THE PLAN IS ANNEXED HERETO AS EXHIBIT A. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND THE EXHIBITS ANNEXED TO THE PLAN AND THIS DISCLOSURE STATEMENT. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN, THE TERMS OF THE PLAN WILL GOVERN.

THE DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE UNITED STATES BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN ACCORDANCE WITH OTHER NON-BANKRUPTCY LAW.

CERTAIN STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING PROJECTED FINANCIAL INFORMATION AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN THIS DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHER, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ON ASSUMPTIONS THAT ARE

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1 Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

BELIEVED TO BE REASONABLE, BUT ARE SUBJECT TO A WIDE RANGE OF RISKS INCLUDING, BUT NOT LIMITED TO, RISKS ASSOCIATED WITH (I) FUTURE FINANCIAL RESULTS AND LIQUIDITY, INCLUDING THE ABILITY TO FINANCE OPERATIONS IN THE NORMAL COURSE, (II) VARIOUS FACTORS THAT MAY AFFECT THE VALUE OF THE NEW COMMON STOCK TO BE ISSUED UNDER THE PLAN, (III) THE RELATIONSHIPS WITH AND PAYMENT TERMS PROVIDED BY TRADE CREDITORS, (IV) ADDITIONAL FINANCING REQUIREMENTS POST-RESTRUCTURING, (V) FUTURE DISPOSITIONS AND ACQUISITIONS, (VI) THE EFFECT OF COMPETITIVE PRODUCTS, SERVICES OR PRICING BY COMPETITORS, (VII) CHANGES TO THE COSTS OF COMMODITIES AND RAW MATERIALS, (VIII) THE PROPOSED RESTRUCTURING AND COSTS ASSOCIATED THEREWITH, (IX) THE ABILITY TO OBTAIN RELIEF FROM THE BANKRUPTCY COURT TO FACILITATE THE SMOOTH OPERATION UNDER CHAPTER 11, (X) THE CONFIRMATION AND CONSUMMATION OF THE PLAN, AND (XI) EACH OF THE OTHER RISKS IDENTIFIED IN THIS DISCLOSURE STATEMENT. DUE TO THESE UNCERTAINTIES, READERS CANNOT BE ASSURED THAT ANY FORWARD-LOOKING STATEMENTS WILL PROVE TO BE CORRECT. THE PLAN PROPONENTS ARE UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT WILL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, NOR WILL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, THE DEBTORS AND DEBTORS IN POSSESSION IN THESE CHAPTER 11 CASES.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF. HOLDERS OF CLAIMS SHOULD CAREFULLY READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY, INCLUDING THE PLAN, PRIOR TO VOTING ON THE PLAN.

SUMMARIES OF CERTAIN PROVISIONS OF AGREEMENTS REFERRED TO IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO, AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO, THE FULL TEXT OF THE APPLICABLE AGREEMENT, INCLUDING THE DEFINITIONS OF TERMS CONTAINED IN SUCH AGREEMENT.

THE PLAN PROPONENTS BELIEVE THAT THE PLAN WILL MAXIMIZE THE RECOVERY FOR THE DEBTORS' CREDITORS AND ALL PARTIES IN INTEREST, ENABLE THE DEBTORS TO REORGANIZE

SUCCESSFULLY, AND ACCOMPLISH THE OBJECTIVES OF CHAPTER 11 AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS. THE PLAN PROPONENTS URGE CREDITORS TO VOTE TO ACCEPT THE PLAN.

THE PLAN PROPONENTS URGE THE DEBTORS' CREDITORS TO VOTE TO ACCEPT THE PLAN. THE PLAN PROPONENTS BELIEVE THAT THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR THE DEBTORS' CREDITORS.

THE CREDITORS' COMMITTEE ALSO STRONGLY ENCOURAGES ALL CREDITORS TO VOTE IN FAVOR OF THE PLAN. THE CREDITORS' COMMITTEE WAS ACTIVELY INVOLVED IN THE FORMULATION OF THE PLAN AND BELIEVES THAT THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR THE DEBTORS' CREDITORS.

IRS CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, HOLDERS OF CLAIMS AND INTERESTS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF CLAIMS OR INTERESTS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING BY THE DEBTORS OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

I.

SUMMARY OF THE PLAN

Pursuant to Section 1125 of title 11 of the Bankruptcy Code, the Plan Proponents submit this Disclosure Statement to all holders of Claims against, and Interests in, Uno Restaurant Holdings Corporation and its debtor affiliates (referred to herein collectively as, "**Uno**," the "**Debtors**" or the "**Company**") in connection with the Debtors' Plan, attached hereto as Exhibit A. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings ascribed to them in the Plan. **Please note that, to the extent any inconsistencies exist between this Disclosure Statement and Plan, the Plan shall govern.**

The purpose of this Disclosure Statement is to provide holders of Claims and Interests with adequate information about (1) the Debtors' history and businesses, (2) the Chapter 11 Cases, (3) the Plan and alternatives to the Plan, (4) the rights of holders of Claims and Interests under the Plan, and (5) other information necessary to enable parties entitled to vote on the Plan to make an informed judgment as to whether to vote to accept or reject the Plan.

Under the Plan, the Senior Secured Noteholders will receive all of the equity of the Reorganized Debtors, subject to certain agreed-upon dilutions, as set forth herein, as well as a Cash distribution. General Unsecured Creditors will receive no distribution from the Debtors under the Plan; however, in a settlement reached between the Majority Noteholder Group and the Creditors' Committee, the Majority Noteholder Group has agreed to use its Cash distribution to purchase certain General Unsecured Claims, at a purchase price of 10% of the proposed amount of such Claim as determined by the Majority Noteholder Group in consultation with the Creditors' Committee, and as reflected on the Claims Purchase Schedule, subject to certain conditions, limitations and adjustments set forth in the Plan and the Plan Supplement. Existing Equity Holders will receive no distribution on account of their Interests.

Following careful consideration of all alternatives, the Debtors determined that the commencement of the Chapter 11 Cases and the filing of the Plan were prudent and necessary steps to maximize the going concern value of the Debtors' business. Through the commencement of these Chapter 11 Cases, the Debtors intend to restructure their debt obligations while continuing normal operations. Importantly, the proposed debt restructuring pursuant to the Plan will enhance the Debtors' liquidity and reduce their leverage.

The Debtors commenced their Chapter 11 Cases after extensive discussions over the past several months among the Debtors and the Majority Noteholder Group. The discussions resulted in the Debtors and the Majority Noteholder Group (along with Centre Partners) entering into the Restructuring Support Agreement, dated as of January 19, 2010 (as amended), pursuant to which the members of the Majority Noteholder Group have agreed to support the Restructuring Transactions contemplated by the Plan and to vote to accept the Plan.

On January 20, 2010, the Debtors filed voluntary petitions for relief under the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the **"Bankruptcy Court"**). On March 15, 2010, the Plan Proponents filed their proposed Plan to effect the financial restructuring agreed to between the Debtors, the Creditors' Committee, the Majority Noteholder Group, and the other parties to the Restructuring Support Agreement.

THE PLAN PROPONENTS BELIEVE THAT THE PLAN WILL ENABLE THE DEBTORS TO REORGANIZE SUCCESSFULLY AND ACCOMPLISH THE OBJECTIVES OF CHAPTER 11 AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS. THE PLAN PROPONENTS URGE CREDITORS TO VOTE TO ACCEPT THE PLAN.

II.

INTRODUCTION

Pursuant to Section 1125 of the Bankruptcy Code, the Plan Proponents submit this Disclosure Statement to holders of Claims against, and Interests in, the Debtors in connection with (i) the solicitation of acceptances of the Plan, and (ii) the hearing to consider confirmation of the Plan (the **"Confirmation Hearing"**) scheduled for **Monday, June 21, 2010 at 11:00 a.m. (prevailing Eastern Time)**.

Annexed as Exhibits to this Disclosure Statement are copies of the following documents:

(1) The Plan (Exhibit A);

(2) The Debtors' Projected Financial Information (Exhibit B);

(3) The Debtors' Liquidation Analysis (Exhibit C);

(4) Chart of the Debtors' prepetition organizational structure (Exhibit D);

(5) Ownership of common stock of Uno Acquisition Parent, Inc. (**"Acquisition Parent"**) (Exhibit E); and

(6) Certain Historical Audited and Unaudited Financial Statements of Uno Restaurant Holdings Corporation (Exhibit F).

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

Those holders of Claims that the Plan Proponents believe may be entitled to vote to accept or reject the Plan have also received a Ballot for the acceptance or rejection of the Plan.

On or around Tuesday, May 11, 2010, after notice and a hearing, the Bankruptcy Court signed an order approving, among other things, this Disclosure Statement and establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan (the **"Disclosure Statement Order"**), approving this Disclosure Statement as containing adequate information of a kind and in sufficient detail to enable a hypothetical investor of the relevant classes to make an informed judgment whether to accept or reject the Plan. APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT, HOWEVER, CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT AS TO THE FAIRNESS OR MERITS OF THE PLAN.

The Disclosure Statement Order sets forth in detail, among other things, the deadlines, procedures and instructions for voting to accept or reject the Plan and for filing objections to confirmation of the Plan, the record date for voting purposes and the applicable standards for tabulating Ballots. In

addition, detailed voting instructions accompany each Ballot. Each holder of a Claim entitled to vote on the Plan should read this Disclosure Statement, the Plan, the Disclosure Statement Order and the instructions accompanying the Ballots in their entirety before voting on the Plan. These documents contain important information concerning the classification of Claims and Interests. No solicitation of votes to accept the Plan may be made except pursuant to Section 1125 of the Bankruptcy Code.

A. HOLDERS OF CLAIMS ENTITLED TO VOTE

Pursuant to the provisions of the Bankruptcy Code and the Disclosure Statement Order, only certain holders of allowed claims or interests in "impaired" classes are entitled to vote on the Plan (unless such holders, for reasons discussed in more detail below, are deemed to accept or reject the Plan). Under Section 1124 of the Bankruptcy Code, a class of claims or interests are deemed to be "impaired" under the Plan unless (1) the Plan leaves unaltered the legal, equitable and contractual rights to which such claim or interest entitles the holder thereof or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the Plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

Through this vote, the Debtors' goal is to consummate a financial restructuring transaction that will significantly reduce the Debtors' outstanding debt and put the Debtors in a stronger financial position for future growth and stability.

The following table summarizes the estimated recovery for the holders of Claims and Interests under the Plan:

Class	Type of Claim or Interest	Treatment	Approximate Allowed Amount[2]	Approximate Percentage Recovery[3]
1	Priority Non-Tax Claims	Unimpaired	0	100%
2	Secured Tax Claims	Unimpaired	0	100%
3	Other Secured Claims	Unimpaired	41,133,944	100%
4	Senior Secured Notes Claims[4]	Impaired	82,139,134	100%
5	General Unsecured Claims	Impaired	74,885,653[5]	0%

2 The amounts set forth herein are estimates based on the Debtors' books and records and are expressed in U.S. dollars, except for Interests which are expressed in number of shares or units outstanding. Actual amounts will depend upon the, final reconciliation and resolution of all Claims, and the negotiation of cure amounts. Accordingly, the actual amounts may vary from the amounts set forth herein.

3 The approximate percentage recovery for each Class set out in this Disclosure Statement is based on certain assumptions, which are subject to change.

4 The approximate Allowed Amount reflects only the secured portion of the claim and does not include the Noteholder Deficiency Claim.

5 Includes General Unsecured Claims of $8,950,343 and Noteholder Deficiency Claim of $65,935,310.

Class	Type of Claim or Interest	Treatment	Approximate Allowed Amount[2]	Approximate Percentage Recovery[3]
6	Subordinated Claims	Impaired	0	0%
7	Intercompany Claims	Unimpaired	0	100%
8	Intercompany Interests	Unimpaired	0	100%
9	Interests	Impaired	50,452.908 shares 6,022.285 units[6]	0%

Note: While holders of Class 5 General Unsecured Claims are entitled to receive no distribution under the Plan on account of their Claims, under the Committee Settlement, certain holders of General Unsecured Claims, under specified terms and conditions, may elect to participate in the Claims Purchase described in Section 5.8 of the Plan.

THE PLAN PROPONENTS RECOMMEND THAT HOLDERS OF CLAIMS IN CLASSES 4 (SENIOR SECURED NOTES CLAIMS) AND 5 (GENERAL UNSECURED CLAIMS) VOTE TO ACCEPT THE PLAN.

The Debtors' primary legal advisor is Weil, Gotshal & Manges LLP, and their financial advisor is Jefferies & Company, Inc. (**"Jefferies"**). They can be contacted at:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Tel: (212) 310-8000
Attn: Joseph H. Smolinsky

Jefferies & Company, Inc.
520 Madison Avenue
New York, New York
Tel: (212) 708-2733
Attn: Richard Klein

The Majority Noteholder Group's legal advisor is Akin Gump Strauss Hauer & Feld LLP. They can be contacted at:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Tel: (212) 872-1000
Attn: Michael Stamer
Philip Dublin
Kristina Wesch

6 Shares issuable upon the exercise of options.

The Creditors' Committee's legal advisor is Cooley Godward Kronish LLP, and their financial advisor is FTI Consulting, Inc. They can be contacted at:

Cooley Godward Kronish LLP
1114 Avenue of the Americas
New York, New York 10036
Tel: (212) 479-6000
Attn: Jay R. Indyke
Jeffrey L. Cohen

FTI Consulting, Inc.
3 Times Square
New York, New York 10036
Tel: (212) 782-3500
Attn: Steven Simms

-and-

200 State Street, 2nd Floor
Boston, Massachusetts 02109
Tel: (617) 897-1500
Attn: Michael Nowlan

B. VOTING PROCEDURES

If you are entitled to vote to accept or reject the Plan, a Ballot is enclosed for the purpose of voting on the Plan. If you hold Claims in more than one Class and you are entitled to vote Claims in more than one Class, you will receive separate Ballots, which must be used for each separate Class of Claims.

To be counted, your Ballot must be received, pursuant to the following instructions, by the Debtors' Voting Agent at the following address, before the Voting Deadline of 4:00 p.m. (prevailing Eastern Time) on **Monday, June 14, 2010** (the **"Voting Deadline"**):

Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245
Attn: Uno Claims Processing Center
Tel: (877) 770-0502

DO NOT RETURN ANY OTHER DOCUMENTS WITH YOUR BALLOT. TO BE COUNTED, YOUR BALLOT INDICATING ACCEPTANCE OR REJECTION OF THE PLAN AND, IF APPLICABLE, ELECTION TO PARTICIPATE IN THE CLAIMS PURCHASE, MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 4:00 P.M. (PREVAILING EASTERN TIME) ON MONDAY, JUNE 14, 2010. ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR A REJECTION OF THE PLAN SHALL NOT BE COUNTED.

HOLDERS OF SENIOR SECURED NOTES CLAIMS MUST RETURN THEIR NOTEHOLDER BALLOTS TO THEIR VOTING NOMINEE BY THE DATE SPECIFIED BY THE VOTING NOMINEE ON THE NOTEHOLDER BALLOTS, WHICH DATE WILL BE EARLIER THAN THE VOTING DEADLINE.

Any Claim in an Impaired Class as to which an objection or request for estimation is pending or which is listed on the Schedules as unliquidated, disputed or contingent is not entitled to vote unless the holder of such Claim has obtained an order of the Bankruptcy Court temporarily allowing such Claim for the purpose of voting on the Plan.

Pursuant to the Disclosure Statement Order, the Bankruptcy Court set **Tuesday, May 11, 2010** as the record date for holders of Claims entitled to vote on the Plan. Accordingly, only holders of record as of the applicable record date that otherwise are entitled to vote under the Plan will receive a Ballot and may vote on the Plan.

If you are a holder of a Claim entitled to vote on the Plan and you did not receive a Ballot, received a damaged Ballot or lost your Ballot or if you have any questions concerning this Disclosure Statement, the Plan or the procedures for voting on the Plan, please call Kurtzman Carson Consultants LLC at (877) 770-0502.

C. CONFIRMATION HEARING

Pursuant to Section 1128 of the Bankruptcy Code, the Confirmation Hearing will be held on **Monday, June 21, 2010 at 11:00 a.m. (prevailing Eastern Time)** before the Honorable Martin Glenn, Room 501, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton House, One Bowling Green, New York, New York 10004. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan must be served and filed so that they are received on or before **Monday, June 14, 2010 at 4:00 p.m. (prevailing Eastern Time)** in the manner described below in Section IX.A of this Disclosure Statement. The Confirmation Hearing may be adjourned from time to time without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

III.

OVERVIEW OF THE PLAN

GENERAL INFORMATION

A. OVERVIEW OF CHAPTER 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under Chapter 11 of the Bankruptcy Code (**"Chapter 11"**), a debtor is authorized to reorganize its business for the benefit of itself, its creditors and its interest holders. In addition to permitting the rehabilitation of a debtor, another goal of Chapter 11 is to promote equality of treatment for similarly situated creditors and similarly situated interest holders with respect to the distribution of a debtor's assets. The commencement of a Chapter 11 reorganization case creates an estate that is comprised of all of the legal and equitable interests of the debtor as of the petition date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

The consummation of a plan of reorganization is the principal objective of a Chapter 11 reorganization case. A plan of reorganization sets forth the means for satisfying claims against, and interests in, a debtor. Confirmation of a plan of reorganization by the bankruptcy court binds the debtor, any issuer of securities under the plan, any person acquiring property under the plan and any creditor or interest holder of a debtor. Subject to certain limited exceptions, the order approving confirmation of a plan discharges a debtor from any debt that arose prior to the date of confirmation of the plan and substitutes therefor the obligations specified under the confirmed plan.

Certain holders of claims against, and interests in, a debtor are permitted to vote to accept or reject a plan of reorganization. Prior to soliciting acceptances of a proposed plan, however, Section 1125 of the Bankruptcy Code requires a plan proponent to prepare, and obtain bankruptcy court approval of, a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical investor of the relevant classes to make an informed judgment regarding the plan. The Plan Proponents are submitting this Disclosure Statement to holders of Claims against, and Interests in, the Debtors to satisfy the requirements of Section 1125 of the Bankruptcy Code.

B. CORPORATE STRUCTURE

The organizational chart attached hereto as Exhibit D provides a general overview of the prepetition corporate structure of Uno Restaurants Holdings Corporation (**"URHC"**) and its affiliated Debtors.

URHC is the direct or indirect parent company of each of the other Debtors except Acquisition Parent, Uno Holdings LLC (**"Holdings I"**), and Uno Holdings II LLC (**"Holdings II"**). URHC is wholly owned by Holdings II, a Delaware limited liability company, which is in turn wholly owned by Holdings I. Holdings I is also a Delaware limited liability company and is wholly owned by Acquisition Parent.

URHC is a Delaware corporation authorized to issue 100 shares of common stock, par value $0.01 per share (the **"URHC Common Stock"**). As of the date of this Disclosure Statement, there is one share of URHC Common Stock issued and outstanding. The URHC Common Stock has not been registered under the Securities Act, or any non-U.S. or state securities laws.

Acquisition Parent is a Delaware corporation authorized to issue two types of capital stock: 65,000 shares of common stock, par value $0.01 per share (the **"Acquisition Parent Common Stock"**) and 25,000 shares of preferred stock, par value $0.01 per share (the **"Acquisition Parent Preferred Stock"**). As of the date of this Disclosure Statement, there are 50,452.908 shares of Acquisition Parent Common Stock issued and outstanding.[7] There are no shares of Acquisition Parent Preferred Stock issued and outstanding. Neither the Acquisition Parent Common Stock nor the Acquisition Parent Preferred Stock has been registered under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder (the "**Securities Act**") or under any non-U.S. or state securities laws. The ownership of the Acquisition Parent Common Stock is indicated in Exhibit E hereto.

C. BUSINESS BACKGROUND

1. General

URHC maintains its principal corporate offices at two adjacent buildings at 45 and 100 Charles Park Road, West Roxbury, Massachusetts. As of the date of this Disclosure Statement, Uno Restaurants, LLC (a wholly owned subsidiary of URHC, **"URC"**) employs approximately 5,500 employees on behalf of the Debtors.

Uno invented the Chicago-style, deep-dish pizza in its original "Pizzeria Uno" restaurant, which opened in Chicago, Illinois in 1943. In 1994, as part of its strategy of serving a broader guest base, Uno started expanding its restaurant concept from a casual pizza restaurant into a full-service, casual dining restaurant with a diverse menu. As part of its expanded concept, Uno transitioned the name of its restaurants to "Uno Chicago Grill®," and all of the restaurants opened since October 2003 have emphasized the Uno Chicago Grill® name. In recent years, Uno developed two additional concepts -- Uno Due Go® and Uno Express®. Uno Due Go® is a quick casual concept designed for a variety of traditional and non-traditional venues ranging in size from 500 to 3,500 square feet. Uno Express® is a quick service concept designed for a variety of non-traditional venues ranging in size from 100 to 1,500 square feet. To date, Uno operates, as well as franchises and licenses, restaurants under the Uno Chicago Grill®, Uno Due Go® and Uno Express® trade names. Uno also expanded its brand to include an extensive consumer products business that manufactures products under the Uno® brand.

In 2005, URHC merged with Uno Restaurant Merger Sub, Inc. (the **"2005 Merger"**), a newly incorporated corporation indirectly owned by Centre Partners Management LLC and certain other affiliated funds (collectively, "**Centre Partners**"), with URHC being the surviving entity. Prior to the 2005 Merger, Mr. Aaron Spencer and his family members were the majority equity holders of URHC. As a result of the 2005 Merger, URHC became an indirect wholly-owned subsidiary of Acquisition Parent, of which Centre Partners is the majority shareholder. The remaining equity in Acquisition Parent is held by Mr. Aaron Spencer, his family, Uno's Management and other investors.

2. Description of the Debtors' Businesses

The Debtors' principal business is to operate and franchise a full-service, casual dining restaurant chain under the "Uno" brand. In addition, the Debtors operate an extensive consumer products business that manufactures products under the Uno® brand (**"Uno Foods"**). As of the date of this Disclosure Statement, there are 91 Company-operated Uno Chicago Grill® full service casual dining

[7] In addition, there are 6,022.285 options relating to Acquisition Parent Common Stock as of the Petition Date of which 1,818 have vested, with a strike price of $1,000 per share.

restaurants; a total of 77 restaurants operated by franchisees comprised of 73 full service casual dining restaurants, two take-out restaurants, and two Uno Due Go® units, located in 26 states, the District of Columbia, Puerto Rico, South Korea, United Arab Emirates, Kuwait, Honduras, and Saudi Arabia; and 219 Uno Express® locations located throughout the United States operated by third parties.

i. Company-Operated Restaurants

As of the date hereof, the Debtors and their respective subsidiaries operate 91 Uno Chicago Grill® full service restaurants located in 15 states and the District of Columbia. Uno Chicago Grill® is a full service casual dining concept featuring the Debtors' signature deep dish pizza and a wide variety of menu items prepared daily in the restaurants. The Debtors' typical Uno Chicago Grill® restaurant ranges in size from approximately 5,800 to 6,200 square feet, has a seating capacity for approximately 180 to 210 guests, and is open from 11:00 a.m. to midnight, seven days per week. The restaurants also feature a lounge and full service bar and offer take-out service that accounted for 17% and 8%, respectively, of the Company-operated restaurant sales in the fiscal year ended September 27, 2009 (**"Fiscal Year 2009"**). As of September 2009, (i) the Company-operated restaurants accounted for approximately 86% of the Debtors' revenue and 67% of EBITDA (exclusive of SG&A costs).

ii. Franchise Operations

As of the date hereof, the Debtors have a total of 40 franchisees, excluding franchisees who have signed development agreements but have not yet opened their first restaurant. All the franchise agreements or franchise development agreements with Uno's franchisees have been entered into by Pizzeria Uno Corporation (**"PUC"**), which is also the entity that holds Uno's intellectual property rights.

The Debtors require new domestic franchisees to pay a non-refundable development fee of $10,000 for each restaurant that the franchisee commits to develop when a development agreement is signed. The Debtors also require the non-refundable payment of the full franchise fee of $40,000 for the first restaurant to be developed and half the franchise fee for each additional restaurant to be developed at the signing of the development agreement. As franchise agreements are signed for individual restaurants, the remaining half of the franchise fee becomes payable. In addition, subject to the multi-franchise discount program, the Debtors charge franchisees a continuing monthly royalty of 5% of adjusted gross restaurant sales, which does not include certain items such as tips, complimentary meals, and employee discounts. The royalty rate for the Debtors' quick casual Uno Due Go® franchise is also 5%, but the franchise fee for Uno Due Go® is $25,000. Royalty rates and franchise fees for international franchises are negotiated on an individual basis.

As of the date hereof, there are a total of 77 restaurants operated by franchisees comprised of 73 full service casual dining restaurants, two take-out restaurants, and two Uno Due Go® units, located in 20 states, the District of Columbia, Puerto Rico, South Korea, United Arab Emirates, Kuwait, Honduras, and Saudi Arabia. Uno Due Go® is a quick casual concept designed for a variety of traditional and non traditional venues ranging in size from 500 to 3,500 square feet. The Uno Due Go® menu, which may include alcohol, features the Debtors' signature deep dish and gourmet flat bread pizzas as well as salads, sandwiches, soup, snacks, breakfast, and a wide variety of beverages and grab-and-go items. The first two Uno Due Go® units were opened by a franchisee in November 2008 and are located in the Dallas Fort Worth airport. As of September 2009, the franchisees' operated restaurants accounted for approximately 2% of the Debtors' revenue and 18% of EBITDA (exclusive of SG&A costs).

iii. Uno Express

As of the date hereof, there are a total of 219 Uno Express® locations operated by third parties in a variety of locations, including, among others, movie theatres, food courts, sports complexes, colleges and universities, travel plazas, and airports.

Uno Express® is a quick service concept designed for a variety of non-traditional venues ranging in size from 100 to 1,500 square feet. All Uno Express® locations are operated by third parties and there are no royalties or licensing fees associated with the Uno Express® concept. The Uno Express® menu features Uno's signature individual deep dish pizza, gourmet flat bread pizzas, or its hand tossed pizza by the slice, all of which are purchased through Uno Foods. Accordingly, all revenue associated with the sale of products to third-parties who operate Uno Express locations is included in consumer products sales.

iv. Consumer Products Business

The Debtors have capitalized on the Uno brand by developing a consumer products business through Uno Foods. Uno Foods produces a variety of high quality, refrigerated and frozen deep-dish and thin crust pizzas and pizza-related items sold primarily under the Uno brand. The majority of the consumer products customers include airlines, movie theaters, hotels, schools, colleges, universities, casinos, travel plazas, club stores, supermarkets, and a variety of retail venues. The consumer products business complements the Debtors' restaurant business by increasing brand awareness and enabling their customers to purchase Uno branded products outside their restaurants. The Debtors lease an approximately 40,000 square foot manufacturing facility in Brockton, Massachusetts, which houses the Uno Foods business. The facility is leased from an affiliate of Mr. Aaron Spencer.

Uno Foods also supplies frozen crusts and calzones for the Debtors' Company-operated restaurants and restaurants operated by franchisees. As of September 2009, Uno Foods accounted for approximately 12% of the Debtors' revenue and 15% of EBITDA (exclusive of SG&A costs).

v. Gift Cards

Like most restaurant chains, the Debtors maintain an active gift card program. In the ordinary course of business, Uno Enterprises, Inc. (**"Uno Enterprises"**), a Debtor, sells two types of gift cards to customers: (a) physical gift cards (the **"Physical Gift Cards"**) and (b) virtual gift cards (the **"Virtual Gift Cards"** and together with the Physical Gift Cards, the **"Gift Cards"**). Physical Gift Cards are available for purchase, in amounts up to $999 per card, by customers at restaurants owned and operated by Uno, Uno franchised restaurants, third-party locations (e.g., supermarkets and convenience stores), on the Uno website (www.unos.com) and on various other third-party websites. Physical Gift Cards that are sold at third-party locations and on various websites are distributed by several third-party distributors, including Blackhawk Network, Inc. Virtual Gift Cards are available on two websites, the Uno website (www.unos.com) and the website of CashStar, Inc. (**"CashStar"**) (www.cashstar.com), for amounts ranging from $10 to $100 and are emailed to recipients upon purchase. Virtual Gift Cards are distributed by CashStar. Gift Cards are redeemable at any of the restaurants owned and operated by the Debtors and at Uno franchised restaurants but may not be redeemed for cash (except where required by law). In instances in which Gift Cards are purchased at a restaurant owned and operated by the Debtors but redeemed at a franchised restaurant, or vice versa, there is an automatic reimbursement associated therewith. These reimbursements occur on a weekly basis.

3. Management of the Company

The following table summarizes the Debtors' Management structure:

Name	Title
Francis W. Guidara	Chief Executive Officer and President
Roger L. Zingle	Chief Operating Officer
Louie Psallidas	Senior Vice President - Finance, Chief Financial Officer, and Treasurer
William J. Golden	Senior Vice President - Operations
George W. Herz II	Senior Vice President - General Counsel, and Secretary
Roger C. Ahlfeld	Senior Vice President - Human Resources and Training
Richard K. Hendrie	Senior Vice President - Marketing
Chuck Kozubal	Senior Vice President - Uno Foods
Louis Miaritis	Senior Vice President - Franchise and Purchasing
Jamie Strobino	Senior Vice President - New Concept Development

4. Employee and Labor Matters

As of the date hereof, URC employs approximately 5,500 employees on behalf of the Debtors, of which 2,185 are full-time and 3,315 are part time. These employees include approximately 110 corporate personnel and approximately 370 field service or restaurant managers and trainees. The remaining employees are restaurant personnel, many of whom are employed part time. While most of the employees are employed by URC, Uno Foods also hires certain part time workers through temporary employment agencies.

The employees are generally not covered by collective bargaining agreements except for approximately 110 employees working in three of the Debtors' downtown Chicago restaurants, who are members of the UNITE HERE Local. These employees were covered by a collective bargaining agreement which expired on November 30, 2009. Discussions with union representatives with respect to the renewal of this collective bargaining agreement are currently underway.

5. Properties and Assets

The Debtors' primary assets consist of the Company-owned restaurants and manufacturing facility, all of which are leased, intellectual property relating to the Uno brand, and an approximately 18,000 square foot facility in Norwood, Massachusetts, which houses their test kitchen, research and development offices, and training center. The Debtors' other assets include equipment located in the restaurants and the manufacturing facility.

i. Restaurants and Restaurants Related Leases

The Debtors operate 91 restaurants (excluding franchise locations), which, in addition to the 25 underperforming restaurants that the Debtors closed shortly prior to, and after, the Petition Date, accounted for approximately $247,847,000 or 86% of the Debtors' total revenue in Fiscal Year 2009. These Company-operated restaurants are located in both urban and suburban areas in a variety of shopping centers, malls and freestanding buildings. As of the date of this Disclosure Statement, 85% of the Debtors' Company-operated restaurants are in suburban locations, and the Debtors currently intend to target both urban and suburban sites with high retail traffic as part of their expansion strategy.

The following table summarizes the number and locations of the Debtors' Company-operated restaurants and restaurants operated by their franchisees as of the date hereof.

STATE/COUNTRY	Company Operated	Operated by Franchisees	Total
DOMESTIC			
Arizona	-	1	1
California	-	3	3
Colorado	-	1	1
Connecticut	2	-	2
Delaware	-	1	1
Florida	6	3	9
Illinois	5	1	6
Indiana	1	2	3
Maine	2	-	2
Maryland	6	2	8
Massachusetts	25	3	28
Michigan	-	3	3
New Hampshire	5	-	5
New Jersey	1	6	7
New Mexico	-	1	1
New York	19	6	25
Ohio	2	3	5
Pennsylvania	2	9	11
Puerto Rico	-	6	6
Rhode Island	3	-	3
South Carolina	-	1	1
Texas	-	3	3
Vermont	1	-	1
Virginia	10	4	14
Washington, D.C.	1	1	2
West Virginia	-	1	1
Wisconsin	-	6	6
INTERNATIONAL			
South Korea	-	3	3
Kuwait	-	1	1
United Arab Emirates	-	3	3
Honduras	-	1	1
Saudi Arabia	-	2	2
TOTAL RESTAURANTS	**91**	**77**	**168**

As of the date of this Disclosure Statement, all of the Company-operated restaurants are located on leased property. The leases for these restaurants typically have initial terms of 15 or 20 years with certain renewal options and provide for a base rent plus real estate taxes, insurance, and other expenses. The leases for some of the Debtors' Company-operated restaurants also include additional percentage rents based on restaurant sales. Nine of the Company-operated restaurants are leased from

Mr. Aaron Spencer, who was the majority equity holder prior to the 2005 Merger and also is a director and chairman Emeritus, and members of Mr. Spencer's family.

ii. Intellectual Property

Uno regards its trademarks, service marks, trade dress, business know-how, and proprietary recipes as having significant value and as being an important factor in the marketing of their products. PUC's most significant marks include, but are not limited to: "Uno®," "Uno Chicago Grill®," "Uno Due Go®," "Uno Express®," "Pizzeria Uno," "Pizzeria Uno Chicago Bar & Grill," "Uno Chicago Pizza", "Pizzeria Due," "Su Casa," and "Uno Insiders' Club". The Debtors' policy is to establish, enforce and protect their intellectual property rights (including but not limited to brand names, business processes, recipes, customer lists, and similar proprietary rights) by using the intellectual property laws, and/or through contractual arrangements, such as franchising, development and license agreements. During Fiscal Year 2009, the Debtors derived approximately $6,730,000, or 2% of their revenue from their franchise, franchise development and licensing arrangements.

iii. Production Plant

Uno Foods produces pizzas and pizza-related products for the Debtors' consumer products business in an approximately 40,000 square foot production plant in Brockton, Massachusetts. This facility is leased by the Debtors from Spencer Family, LLC, an entity controlled by Mr. Spencer and his family, and is currently being operated at approximately 65% of total capacity.

iv. Executive Offices

The Debtors' executive offices are located in two adjacent buildings in West Roxbury, Massachusetts, which are leased from Mark Spencer and Lisa Cohen, Mr. Spencer's children. The lease term is 10 years and nine months, commencing on April 1, 2002, with one additional five-year option to renew. The two buildings consist of approximately 29,500 square feet of space and house the Debtors' executive, administrative, and clerical offices.

6. Legal Proceedings and Claims

In the ordinary course of business, the Debtors are the subject of a number of loss contingencies involving workers compensation and general liability claims related to the Debtors' restaurant locations. The Debtors are also the subject of agency proceedings involving the Equal Employment Opportunity Commission (the **"EEOC"**), State Human Rights Commissions, and other similar and/or local agencies. The loss contingencies and general liability claims are handled through the Debtors' insurance carriers. The Debtors also have employment practices liability insurance in the event of significant claims.

The material or potentially material pending or threatened actions against the Debtors, as of the date hereof, are as described below.

i. Andrea Ruggiero v. Uno Restaurants, LLC and Mohammed Balal

On May 9, 2008, Ruggiero filed her initial charge of discrimination with both the Massachusetts Commission Against Discrimination and the EEOC. The EEOC issued a Notice of Right to Sue on December 8, 2008 and terminated its investigation of the complaint with no finding. Ruggiero filed a civil action in federal court against URC, Uno Foods, and Mohammed Balal on December 10,

2008, alleging sexual harassment, inadequate response, and retaliation in violation of 42 U.S.C. 2000E, M.G.L. Chapter 151B§4, and M.G.L. Chapter 214§1C, intentional implication of emotional distress, assault and battery, seeking an award of compensatory and punitive damages and attorney fees. On December 23, 2008, Ruggiero filed an amended complaint that did not include Uno Foods. Mohammed Balal has been served in this matter, and the Debtors have put in an answer to the complaint. A conference with the court was held on December 9, 2009, and the Debtors filed initial disclosures on January 8, 2010. Uno Restaurants, LLC filed an answer on February 3, 2009.

ii. Uno of Massachusetts, Inc. vs. TMI Properties, Fairhaven, LLC

On or about May 11, 2009, Uno of Massachusetts, Inc. (**"UMI"**) filed a complaint against TMI Properties, Fairhaven, LLC (**"TMI"**), the landlord of a certain piece of commercial property on which UMI operates a restaurant, for a refund on an overpayment of its proportionate share of the real estate tax liability. In the complaint, UMI sought a declaratory judgment for breach of contract in the amount of $70,014.39, as well as costs and expenses.

On or about June 19, 2009, TMI filed an answer and counterclaim alleging breach of contract for taxes due plus interest, a declaratory judgment, and estoppel and on January 10, 2010, TMI moved for a preliminary injunction seeking a court order for payment of disputed rents.

iii. Sharon Berardi v. Uno Restaurants, LLC

Sharon Berardi filed a grievance with the EEOC for age-based discrimination. On or about July 23, 2009, the EEOC dismissed the grievance after finding that Berardi had no probable cause. On or about October 14, 2009, Berardi filed suit in Federal Court, District of Massachusetts, alleging a violation of the Age Discrimination in Employment Act of 1967 under 29 U.S.C.§621 et. seq. and a violation of M.G.L. Chapter 151B: Age Based Discrimination. URC accepted service of process in this matter on December 8, 2009, and filed an answer to the complaint on December 30, 2009.

iv. The Landover Maryland Incident

During the Superbowl in February 2008, an argument erupted between two groups of customers in the restaurant operated by UR of Landover MD, Inc. An altercation ensued and one person drew a gun shooting and killing two people in the restaurant. In addition, one person was shot and killed outside the restaurant in the parking lot.

The restaurant was not cited for any liquor violations by Prince George's County in connection with the incident. The relevant decedents are represented by counsel, but none of the Debtors has been served with any complaint in connection with such incident and no written demand has been made to date.

The Debtors carry $1,000,000 in liquor liability coverage, $2,000,000 in general liability coverage, and a $25,000,000 umbrella policy. The incident has been reported to the Debtors' insurance carriers.

v. Greater Orlando Aviation Authority v. URC II, LLC, f/k/a Uno Restaurants, Inc. and Uno Restaurant Corporation, etc.

Greater Orlando Aviation Authority brought an action against URC II, LLC for breach of lease in Orange County Circuit Court in Florida. On or about December 1, 2009, URC II, LLC filed an

answer and affirmative defenses. A motion to dismiss was filed on behalf of Uno Restaurant Corporation as guarantor of URC II, LLC. A hearing was held in February 2010, but no decision has been rendered by the court.

vi. Sixth Avenue Owner, LLC v. Uno Restaurants of New York Inc. d/b/a Pizzeria Uno

Sixth Avenue Owner, LLC brought an action for breach of lease before the Civil Court for the City of New York, New York County. A notice of petition for non-payment and judgment was filed. The lease was part of the Debtors' Lease Rejection Motion dated January 22, 2010.

7. Voluntary Disclosure Program

The Company applied to various states' voluntary disclosure programs to resolve potential tax liabilities related to prior tax years. These potential tax liabilities may become actual tax liabilities if various state tax authorities determine that the Company was subject to corporate income tax based on its activity in each state. The Company expects to enter into voluntary disclosure agreements with various states to settle these potential tax liabilities. In addition, the Company expects to incur liabilities for state tax examinations that were completed or in process as of the Petition Date. As of the date hereof, the estimated allowed amount for priority tax claims is $5,706,669.

D. SIGNIFICANT PREPETITION INDEBTEDNESS

The agreements evidencing the Debtors' significant indebtedness are described below.

1. The Prepetition Credit Agreement

Each of URHC and its subsidiaries (other than certain inactive subsidiaries) is a borrower (collectively the **"Debtor Borrowers"**) under the Credit Agreement, dated February 22, 2005, as amended by the First Amendment, dated as of November 22, 2005, Second Amendment, dated as of December 30, 2005, Third Amendment, dated as of May 4, 2006, Fourth Amendment, dated as of August 14, 2006, Fifth Amendment, dated as of October 3, 2006, Sixth Amendment, dated as of January 12, 2007, Seventh Amendment, dated as of January 29, 2009 and Eighth Amendment, dated as of December 14, 2009 (the **"Prepetition Credit Agreement"**), by and among Uno Restaurant Merger Sub, Inc. (which merged into URHC as a result of the 2005 Merger), URHC and each of its subsidiaries that are signatories thereto, Wells Fargo Foothill, Inc. (n/k/a Wells Fargo Capital Finance, Inc.) as the Arranger and Administrative Agent (the **"Prepetition Administrative Agent"**) and certain lenders party thereto (the **"Prepetition Lenders"**). Holdings II is a guarantor under the Prepetition Credit Agreement (collectively, with the Debtor Borrowers, the **"Debtor Grantors"**). The Prepetition Credit Agreement provided for a revolving credit facility not to exceed the lesser of (a) $32 million and (b) (i) 2.50 times the Debtors' trailing 12 months' EBITDA less (ii) the outstanding term loans less (iii) any reserves established by the Prepetition Administrative Agent in revolving credit loans, including letters of credit up to the amount available under the revolving credit facility (the **"Revolving Credit Facility"**). The Prepetition Credit Agreement also provided for a term loan facility in the original aggregate principal amount of $14.250 million (the **"Term Loan"**).

The amounts borrowed under the Prepetition Credit Agreement were used to provide a portion of the proceeds required to consummate the 2005 Merger, pay fees and expenses incurred in connection with the 2005 Merger and to provide for working capital and other general corporate purposes. As of the Petition Date, approximately $33.9 million was outstanding under the Prepetition Credit

Agreement, excluding accrued and unpaid cash interest, in addition to approximately $9,775,000 related to letters of credit issued respectively in favor of Westchester Fire Insurance Company, US Foodservice Inc., Hanover Insurance Company and/or Massachusetts Bay Insurance Company, GE Capital Franchise Finance Corporation and Zuno Property LLC. The maturity date for the Term Loan and all revolving advances incurred under the Revolving Credit Facility was February 22, 2010.

Pursuant to the various Security Agreements among the Debtor Grantors and the Prepetition Administrative Agent (collectively, the **"First Lien Security Agreements"**), (i) the Debtor Grantors granted a first-priority security interest in favor of the Prepetition Administrative Agent in substantially all of the Debtor Grantors' assets, including all receivables, contracts, contract rights, equipment, intellectual property, inventory and all other tangible and intangible assets of each Debtor Grantor and each direct and indirect subsidiary of each Debtor Grantor and subject to certain customary exceptions and (ii) Holdings II pledged all of the capital stock of URHC, in each case qualified by the terms of the First Lien Security Agreements and subject to the Intercreditor Agreement (see below) (collectively the **"Prepetition Collateral"**). In accordance with the Final DIP Order (defined below), proceeds of the DIP facility were used to pay all outstanding amounts due and owing under the Prepetition Credit Agreement on January 21, 2010.

2. The Senior Secured Notes

URHC is the issuer of 10% Senior Secured Notes due 2011 (the **"Senior Secured Notes"**; holders of the Senior Secured Notes being hereinafter referred to as **"Senior Secured Noteholders"**), in the aggregate outstanding principal amount of $142 million, issued pursuant to that certain Indenture, dated as of February 22, 2005, among URHC, Holdings II, U.S. Bank National Association, as Trustee (the **"Senior Secured Notes Indenture Trustee"**) and other parties thereto. The Senior Secured Notes mature on February 15, 2011. Interest thereon is payable semi-annually on February 15 and August 15 of each year. All of the proceeds from the issuance of the Senior Secured Notes was used to provide the funds required to consummate the 2005 Merger.

The Senior Secured Notes are guaranteed by Holdings II and all of the subsidiaries of URHC (except for certain inactive subsidiaries) (the **"Senior Secured Notes Guarantors"**). Pursuant to that certain Security Agreement, dated February 22, 2005 (the **"Senior Secured Notes Security Agreement"**), the Debtors (other than Acquisition Parent, Holdings I and certain inactive subsidiaries of URHC) granted to the Senior Secured Notes Indenture Trustee second priority liens on the Prepetition Collateral, in each case qualified by the terms of the Senior Secured Notes Security Agreement and subject to the Intercreditor Agreement (see below).

3. Intercreditor Agreement

The relative priorities of liens held by the Prepetition Lenders and the Senior Secured Noteholders are set forth in the Intercreditor Agreement, dated February 22, 2005, between the Prepetition Administrative Agent and the Senior Secured Notes Indenture Trustee (the **"Intercreditor Agreement"**). In accordance with the Intercreditor Agreement, the Prepetition Administrative Agent's liens on any Prepetition Collateral were senior in all respect and prior to the Senior Secured Notes Indenture Trustee's liens on any Prepetition Collateral, up to $50 million subject to certain adjustment. While the Senior Secured Notes rank equally in right of payment with the indebtedness incurred under the Prepetition Credit Agreement and all other liabilities not expressly subordinated by their terms to the Senior Secured Notes, the Senior Secured Notes were effectively subordinated to the indebtedness outstanding under the Prepetition Credit Agreement, to the extent of the value and the assets securing such indebtedness.

IV.

KEY EVENTS LEADING TO THE COMMENCEMENT OF THE CHAPTER 11 CASES

A. DECLINE IN FINANCIAL PERFORMANCE

Over the course of 2009, the Debtors faced a challenging macroeconomic environment impacting the entire industry, which, taken together and in combination with the Debtors' highly-leveraged financial structure, had a severely negative impact on the Debtors' overall financial performance. In addition, the Debtors' Prepetition Credit Agreement was due to mature in February 2010 and the Senior Secured Notes were due to mature in February 2011. Ultimately, these challenges precipitated the commencement of the Chapter 11 Cases.

1. Background

In February 2005, Centre Partners and certain other investors completed a leveraged buyout of URHC and its subsidiaries. Post-acquisition, as part of Centre Partners' investment strategy, Uno sought to differentiate itself from its peers in the casual dining segment by upgrading the overall guest experience to offer properly prepared high quality foods and significantly improved service, and as a result implemented a number of initiatives, including a significant new and expanded menu with an enhanced nutritional focus, lounge upgrades, increased staffing levels and upgrades to restaurant management teams and field supervisory personnel. Uno also launched a new advertising campaign with a focus on food quality.

While Uno began to see the benefits of its efforts in late 2006 and 2007, a difficult macroeconomic environment began to have a negative impact on Uno's sales, as well as the overall restaurant industry. As the national economy suffered and consumers cut discretionary spending, Uno, like its peers, experienced a decline in sales. Reduced sales, coupled with increased structural costs, including the cost of key commodities, such as energy, wheat, and cheese, negatively impacted cash flow. Accordingly, Uno's ability to invest in its brand and its operations became impaired, and it became increasingly difficult to support its existing capital structure.

2. Turnaround Efforts

In an effort to adapt to concurrent rising costs and reduced consumer demand associated with the current recession, beginning in 2008, Uno put in place stringent cost controls which significantly reduced its general and administrative expenses, advertising budgets, travel, recruitment, and training. Capital investments were also significantly reduced, limiting new restaurant expansion and upgrades. Despite these effective cost-saving measures, Uno suffered a net loss for fiscal year 2009 of approximately $22.2 million and a net loss for fiscal year 2008 of approximately $15.1 million.

Given the liquidity constraints faced by Uno, coupled with the impending maturity of the Senior Secured Credit Agreement in February 2010 and the Senior Secured Notes in February 2011, Uno began analyzing various restructuring alternatives and refinancing opportunities. To this end, in July 2009, Uno engaged Jefferies to assist in exploring alternatives for restructuring or recapitalizing the Uno balance sheet. Uno also retained Weil, Gotshal & Manges LLP as its restructuring counsel in July 2009.

Beginning in July 2009, Uno engaged in negotiations with an informal group of Senior Secured Noteholders (the **"Majority Noteholder Group"**), Centre Partners, and each of their respective

legal advisors to develop a comprehensive plan to restructure and/or recapitalize the Uno balance sheet prior to the maturity of its long-term debt. Uno also engaged in numerous discussions with the prepetition Administrative Agent, as agent for the Prepetition Lenders.

Over the course of the next several months, the parties continued their due diligence and worked towards a financial restructuring that would significantly reduce the Debtors' outstanding debt through a restructuring involving a debt-for-equity exchange in which the Senior Secured Noteholders would receive one hundred percent (100%) of the equity in the reorganized Company (subject to dilution for New Common Stock distributed pursuant to the Management Incentive Plan and the Consulting Agreement), in exchange for, or extinguishment of, the Senior Secured Notes (the **"Restructuring"**).

As part of the Restructuring, Uno retained Huntley, Mullaney, Spargo & Sullivan, LLC (**"Huntley"**) to assist in reviewing Uno's extensive lease portfolio and to identify cost savings associated with a restructuring of Uno's leasehold interests.

B. THE RESTRUCTURING

1. The Restructuring Support Agreement

On January 19, 2010, Uno, the members of the Majority Noteholder Group, and Centre Partners executed the Restructuring Support Agreement. The Restructuring Support Agreement includes as Exhibit A thereto a Summary of Principal Terms of Proposed Restructuring (the "**Plan Term Sheet**").

Pursuant to the Restructuring Support Agreement, and subject to the conditions therein, Centre Partners and each of the members of the Majority Noteholder Group agreed, among other things, to support the Restructuring and, to the extent applicable, vote to accept the Plan. Through the Restructuring Support Agreement, Uno has agreed, among other things, to prepare the Plan and related documents, in form and substance acceptable to the Majority Noteholder Group (and, in the case of the Consulting Agreement, Centre Partners). As noted below, the Restructuring Support Agreement was later amended to reflect and incorporate the agreement in principle between the Majority Noteholder Group and the Creditors' Committee.

The Restructuring Support Agreement sets forth certain milestones for the Chapter 11 Cases, including that the Petition Date shall be no later than February 1, 2010, the Plan shall be filed no later than March 15, 2010, the Disclosure Statement shall be approved by the Bankruptcy Court no later than May 14, 2010, and the Plan shall be confirmed no later than June 25, 2010. Each of the forgoing milestones may be extended upon agreement by the Plan Proponents and the DIP Lenders.

In addition, the Plan Term Sheet contemplates (i) at the option of the Debtors, with the consent of the Majority Noteholder Group, a potential $27 million Rights Offering for New Second Lien Notes, fully backstopped by the members of the Majority Noteholder Group, the proceeds of which would be used to pay down the DIP Facility; and (ii) only in the event that the Debtors, with the consent of the Majority Noteholder Group, initiate the Rights Offering, the issuance of the New Second Lien Notes; (iii) entry by Uno Restaurant Holdings Corporation (**"New Uno"**) and its subsidiaries into the New First Lien Credit Agreement; (iv) a Claims Purchase mechanism; (v) entry into the Consulting Agreement; and (vi) entry into the Management Incentive Plan, each as further described below.

Implementing the Restructuring contemplated by the Plan, Plan Term Sheet and Restructuring Support Agreement will reduce Uno's outstanding debt from approximately $176.3 million as of the Petition Date to approximately $40.0 million upon emergence from these Chapter 11 Cases.

2. The Rights Offering and the Backstop Commitment

The Restructuring Support Agreement provides for a potential Rights Offering for New Second Lien Notes in the aggregate principal amount of $27 million, to be initiated only at the election of the Debtors, with the consent of the Majority Noteholder Group. If initiated, the proceeds of the Rights Offering would be used to repay the outstanding obligations under the term loan portion of the DIP Facility. Upon the consummation of the Rights Offering, each holder of an Allowed Senior Secured Notes Claim as of the Voting Record Date who makes the requisite election on its Ballot would have the opportunity, but not the obligation, to purchase, for Cash, New Second Lien Notes offered pursuant to the Rights Offering. Specifically, each holder of an Allowed Senior Secured Notes Claim would have the opportunity to elect to purchase New Second Lien Notes up to an aggregate principal amount equal to (i) a fraction, the numerator of which is the principal amount of Senior Secured Notes held by such holder and the denominator of which is the aggregate outstanding principal amount of Senior Secured Notes multiplied by (ii) the total principal amount of New Second Lien Notes issued to the holders of Senior Secured Notes in the Rights Offering.

The members of the Majority Noteholder Group have agreed to fully backstop the Rights Offering, subject to certain customary conditions, including maximum debt of $55 million. In consideration of such commitment, on the Effective Date the Backstop Parties will receive a fully earned non-refundable Cash fee equal to 2% of $27 million, which represents the maximum principal amount of New Second Lien Notes that may be offered for purchase. If the Rights Offering is initiated and less than all of the Rights held by the Senior Secured Noteholders are exercised (or deemed exercised), each Backstop Party would purchase that principal amount of New Second Lien Notes equal to (i) the principal amount of New Second Lien Notes issuable upon exercise of such Rights that are not exercised (or deemed exercised) by the Senior Secured Noteholders multiplied by (ii) such Backstop Party's Backstop Percentage. The mechanics of the Rights Offering are set forth in Section 5.5 of the Plan, and the Rights Offering is discussed in further detail in Section VI. (C)(6) below. Notwithstanding anything herein or in the Plan, the Debtors, with the consent of the Majority Noteholder Group, may elect not to initiate the Rights Offering and may instead elect to pursue alternate financing paths, some or all of the proceeds of which would be used to pay off the term loan portion of the DIP Facility.

3. The New Second Lien Notes

If the Company, with the consent of the Majority Noteholder Group, elects to initiate the Rights Offering, then on the Effective Date New Second Lien Notes would be issued by URC. The New Second Lien Notes would accrue interest at a rate of 15% per annum (of which 10% would be payable in Cash and 5% payable either in Cash or in kind at the discretion of the New Board) and would have a final maturity of ninety (90) days following the maturity date of the New First Lien Credit Agreement. If issued, the obligation to repay the New Second Lien Notes would be guaranteed by New Uno and its subsidiaries and would be secured, on a second lien basis, by substantially all of the assets of New Uno and its subsidiaries as further set forth in the New Second Lien Notes Indenture, to be contained in the Plan Supplement. If issued, the issuance of the New Second Lien Notes would be, and would be deemed, to the maximum extent provided in Section 1145 of the Bankruptcy Code and under applicable nonbankruptcy law, to be exempt from registration under any applicable federal or state securities laws, including under the Securities Act, and URC would not be subject to the reporting requirements of the Securities Exchange Act of 1934. If issued, the New Second Lien Notes issued pursuant to the Plan will be fully paid and non-assessable and freely tradeable under Section 1145 of the Bankruptcy Code.

4. The New First Lien Credit Agreement

Pursuant to the Restructuring Support Agreement, on the Effective Date, New Uno and its subsidiaries will enter into the New First Lien Credit Agreement, in form and substance acceptable to the Majority Noteholder Group, the proceeds of which will be used to repay the outstanding obligations under the revolving loan portion of the DIP Facility. The New First Lien Credit Agreement will be substantially in the form contained in the Plan Supplement.

5. The Creditors' Committee Settlement and the Claims Purchase

In addition to receiving the New Common Stock, the Senior Secured Noteholders will also receive a Cash distribution from the Debtors. In accordance with the Plan Term Sheet, upon confirmation of the Plan, the Senior Secured Noteholders will use such Cash distribution (the "**Claims Purchase Funds**") to purchase certain General Unsecured Claims listed on the Claims Purchase Schedule, which is to be filed with the Plan Supplement. The Creditors' Committee's support of the Plan is premised upon the Claims Purchase, and the Claims Purchase represents a settlement of Claims that the Creditors' Committee may have against the Senior Secured Noteholders. Given that there are no unencumbered assets available for distribution to General Unsecured Creditors, the Claims Purchase is the only means of a recovery for General Unsecured Creditors. The mechanics of the Claims Purchase are set forth in Section 5.8 of the Plan, and the Claims Purchase is discussed in further detail in Section VI (C) below.

6. The Consulting Agreement

Pursuant to the Restructuring Support Agreement, the parties thereto agreed to cause a newly formed Delaware LLC (**"Consultant"**) that will be controlled by Centre Partners, to enter into the Consulting Agreement with the Reorganized Debtors, under which Consultant will provide the Reorganized Debtors with certain consulting services. Pursuant to the Consulting Agreement, the Consultant will receive 2% of the New Uno equity in the form of New Common Stock as compensation for the services provided under the Consulting Agreement, and under certain circumstances is eligible to receive up to an additional 2% of such New Common Stock or warrants for the purchase of New Common Stock. The Consulting Agreement will be substantially in the form filed with the Plan Supplement.

7. The Management Incentive Plan

The Reorganized Debtors will approve and implement an incentive equity compensation plan for the benefit of Management. The Management Incentive Plan will provide for 10% of the New Common Stock (on a fully diluted basis) to be issued to Management (the "**Management Incentive Equity**"). The form, exercise price, vesting and allocation of the Management Incentive Equity will be determined by the Majority Noteholder Group, in consultation with the chief executive officer of New Uno.

8. Settlement of Claims

Pursuant to Bankruptcy Rule 9019, in consideration for the classification, distribution, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims or controversies resolved pursuant to the Plan. All Plan distributions made to creditors holding Allowed Claims in any Class are intended to be and shall be final and no Plan distribution to the holder of a Claim in one Class shall be subject to being

shared with or reallocated to the holders of any Claim in another Class by virtue of any prepetition collateral trust agreement, shared collateral agreement, subordination agreement, other similar inter-creditor arrangement or deficiency claim.

C. THE DIP FACILITY NEGOTIATIONS

Prior to the Petition Date, the Debtors engaged Jefferies to advise and assist them in undertaking a marketing process to obtain debtor-in-possession financing to provide the Debtors with ongoing liquidity during the Chapter 11 Cases on terms most favorable to them. As part of this marketing process, the Debtors recognized that the prepetition obligations owed to the Prepetition Lenders and the Senior Secured Noteholders were secured by substantially all of the Debtors' real and personal property, such that either (i) the liens of the Prepetition Lenders and Senior Secured Noteholders would have to be primed to obtain postpetition financing, (ii) the Debtors would have to find a postpetition lender willing to extend credit that would be junior to the liens of the Prepetition Lenders and Senior Secured Noteholders; or (iii) the Debtors would have to obtain a super-priority DIP which repaid existing senior secured lenders in full. After soliciting proposals from both existing lenders and third parties, the Debtors, in consultation with their advisors, determined that the DIP Facility was superior to other proposals, based on a number of factors when taken as a whole, including pricing, flexibility, availability and surety of close. As a result, Wells Fargo Capital Finance, Inc. and the members of the Majority Noteholder Group agreed to provide a $52 million debtor-in-possession financing facility to enable the continued operation of the Debtors' businesses, avoid short-term liquidity concerns, and preserve the going-concern value of the Debtors' assets.

D. TERMINATION OF LEASES

As part of their efforts to reduce their operating expenses, the Debtors engaged in an analysis of their various contracts and agreements, including unexpired leases (collectively, the **"Executory Contracts"**). After an extensive analysis of Uno's lease portfolio and each of the corresponding restaurants by Huntley and the Debtors, the Debtors determined that the closure of 25 restaurants would be in their best interests. Prior to the Petition Date, the Debtors closed 17 underperforming restaurants and vacated the leased premises in which they are located. Post-petition the Debtors have closed and vacated an additional eight (8) restaurants. The Debtors continue to pursue the renegotiation of lease terms for certain other restaurant locations, which may result in additional restaurant closures.

V.

THE CHAPTER 11 CASES

A. FIRST DAY ORDERS

On the Petition Date, the Debtors filed a series of motions seeking various relief from the Bankruptcy Court designed to minimize any disruption to the Debtors' business operations and to facilitate the Debtors' reorganization. The relief sought in these motions is further described in the *Affidavit of Louie Psallidas Pursuant to Bankruptcy Local Rule 1007-2 in Support of First-Day Motions and Applications* [Doc. No. 3].

B. CREDITORS' COMMITTEE

On January 27, 2010, the U.S. Trustee, pursuant to its authority under Section 1102 of the Bankruptcy Code, appointed the Creditors' Committee. The current members of the Creditors' Committee are (i) Circle Associates, c/o Diane J. Johnston and Brent C. Griswold, Trustees under The Haymar Family Trustee Agreement; (ii) Angelo Luppino, Jr. and Nancy Luppino; (iii) Amelia Island Plantation; (iv) NSTAR Electric Company and NSTAR Gas Company; and (v) Stone Ridge Construction Services.

C. THE DIP FACILITY

On the Petition Date, the Debtors filed a motion to approve the DIP Financing Agreement.[8] By order dated January 20, 2010 (the **"Interim DIP Order"**), the Bankruptcy Court approved the DIP Facility on an interim basis. Thereafter, the Debtors, the DIP Agent, the Majority Noteholder Group and the Creditors' Committee entered into intensive negotiations regarding the terms of the DIP Facility. On February 3, 2010, the Debtors filed a proposed final DIP order. On February 4, 2010, the Creditor's Committee filed an objection (the **"DIP Objection"**) to final approval of the DIP Facility on the basis, among other things, that the proposed milestones in the DIP Facility did not give it sufficient time to explore other avenues for the Debtors' emergence from Chapter 11, did not give it sufficient time to perform a meaningful review of the Senior Secured Notes, that the adequate protection proposed under the DIP Facility was inappropriate, and that the Creditors' Committee should have automatic standing to pursue any action on behalf of the Debtors' Estates that it deems appropriate, without the need to seek approval from the Bankruptcy Court.

As further negotiations regarding the DIP Objection, and a related motion for the production of documents by the Majority Noteholder Group and Senior Secured Notes Indenture Trustee (the "**Discovery Motion**") ensued, the Debtors, the Majority Noteholder Group, the Prepetition Agent, the DIP Agent, and the Senior Secured Notes Indenture Trustee each filed a responsive pleading to the DIP Objection, arguing, among other things, that the terms of the DIP Facility were appropriate, consistent with market practice, and represented the best financing terms available to the Debtors.

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8 Debtor-in-Possession Credit Agreement dated as of January 21, 2010 (the **"DIP Financing Agreement"**) by and among the Debtors, Wells Fargo Capital Finance, Inc., as agent (the **"DIP Agent"**) and certain lenders party from time to time thereto (the "**Lenders**" and, together with the DIP Agent, the **"DIP Lenders"**). Pursuant to the DIP Financing Agreement, the DIP Lenders agreed to provide the debtor-in-possession credit facility (the **"DIP Facility"**). References to the "Guaranty" shall mean the General Continuing Guaranty, dated as of January 21, 2010, amongst the Guarantors (as defined therein) party thereto.

Continued negotiations, and the modification of the proposed final order approving the DIP Facility to address some of the concerns of the Creditors' Committee, enabled the parties to agree on a proposed final order approving the DIP Facility. During these negotiations, the constituencies also reached a framework for a global settlement with the Creditors' Committee in the Chapter 11 Cases. See Section VI(C)(1) for further details. As a result of the global settlement, the Creditors' Committee agreed to withdraw the Discovery Motion without prejudice.

The Court entered a final order approving the DIP Facility on February 18, 2010 (the "**Final DIP Order**"). Upon the closing of the DIP Facility, proceeds thereof were used to pay all outstanding amounts due and owing under the Prepetition Credit Agreement.

D. REJECTION OF CERTAIN AGREEMENTS

Since the Petition Date , the Debtors have rejected 23 leases, comprised of the leases associated with 25 restaurants closed on or around the Petition date, of which two leases have been or will be transferred, sold or assigned for value to a third party without recourse, and therefore did not require rejection. In addition to the above, three leases related to restaurants closed in a prior year were rejected, and are therefore not included in the 25 closed store count, and three restaurants were closed pursuant to the restructuring of a 12-store master lease, which although initially rejected, was subsequently reinstated.

E. SCHEDULES AND BAR DATE

On March 1, 2010, each of the Debtors filed its schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs (the **"Schedules"**). On March 19, 2010, the Court entered an Order establishing **April 30, 2010, at 5:00 p.m. (prevailing Eastern Time)** as the last date and time for each person or entity to file proofs of claim based on prepetition Claims against any of the Debtors, including Claims arising under Section 503(b)(9) of the Bankruptcy Code (the **"Bar Date"**), and **July 20, 2010 at 5:00 p.m. (prevailing Eastern Time)** as the last date and time for governmental units to file proofs of claim based upon Claims against any of the Debtors (the **"Governmental Bar Date"**).

VI.

THE PLAN OF REORGANIZATION

A. INTRODUCTION

The Plan is premised upon the substantive consolidation of the Debtors for the purposes of the Plan only. Accordingly, for purposes of the Plan, the assets and liabilities of the Debtors are deemed the assets and liabilities of a single, consolidated entity. The Plan Proponents believe that, by implementing the financial restructuring pursuant to the Plan, including the concomitant reduction in the Debtors' debt levels, the Debtors will be afforded the opportunity to continue operating their business as a viable going concern.

The Plan is annexed hereto as Exhibit A and forms a part of this Disclosure Statement. The summary of the Plan set forth below is qualified in its entirety by reference to the provisions of the Plan.

Statements as to the rationale underlying the treatment of Claims and Interests under the Plan are not intended to, and shall not, waive, compromise or limit any rights, claims or causes of action in the event the Plan is not confirmed.

B. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN OF REORGANIZATION

One of the key concepts under the Bankruptcy Code is that only claims and equity interests that are "allowed" may receive distributions under a Chapter 11 plan. This term is used throughout the Plan and the descriptions below. In general, an "allowed" claim or "allowed" equity interest simply means that the debtor agrees, or in the event of a dispute, that the Bankruptcy Court determines, that the claim or equity interest, and the amount thereof, is in fact a valid obligation of the debtor. Section 502(a) of the Bankruptcy Code provides that a timely filed claim or equity interest is automatically "allowed" unless the debtor or other party in interest objects. Section 502(b) of the Bankruptcy Code, however, specifies certain claims that may not be "allowed" in bankruptcy even if a proof of claim is filed. These include, but are not limited to, claims that are unenforceable under the governing agreement between a debtor and the claimant or applicable non-bankruptcy law, claims for unmatured interest, property tax claims in excess of the debtor's equity in the property, claims for services that exceed their reasonable value, real property lease and claims of employees for damages resulting from the termination of an employment contract in excess of specified amounts, late-filed claims and contingent claims for contribution and reimbursement. Additionally, Bankruptcy Rule 3003(c)(2) prohibits the allowance of any claim or equity interest that either is not listed on the debtor's schedules or is listed as disputed, contingent or unliquidated, if the holder has not filed a proof of claim or equity interest before the established deadline.

The Bankruptcy Code requires that, for purposes of treatment and voting, a Chapter 11 plan divide the different claims against, and equity interests in, the debtor into separate classes based upon their legal nature. Claims of a substantially similar legal nature are usually classified together, as are equity interests of a substantially similar legal nature. Because an entity may hold multiple claims and/or equity interests which give rise to different legal rights, the "claims" and "equity interests" themselves, rather than their holders, are classified.

Under a Chapter 11 plan of reorganization, the separate classes of claims and equity interests must be designated either as "impaired" (affected by the plan) or "unimpaired" (unaffected by the plan). If a class of claims is "impaired," the Bankruptcy Code affords certain rights to the holders of such claims, such as the right to vote on the plan, and the right to receive, under the Chapter 11 plan, no less value than the holder would receive if the debtor were liquidated in a case under Chapter 7 of the Bankruptcy Code. Under Section 1124 of the Bankruptcy Code, a class of claims or interests is "impaired" unless the plan (i) does not alter the legal, equitable and contractual rights of the holders or (ii) irrespective of the holders' acceleration rights, cures all defaults (other than those arising from the debtor's insolvency, the commencement of the case or nonperformance of a non-monetary obligation), reinstates the maturity of the claims or interests in the class, compensates the holders for actual damages incurred as a result of their reasonable reliance upon any acceleration rights, and does not otherwise alter their legal, equitable and contractual rights. Typically, this means that the holder of an unimpaired claim will receive, on the later of the consummation date or the date on which amounts owing are actually due and payable, payment in full, in cash, with postpetition interest to the extent appropriate and provided for under the governing agreement (or if there is no agreement, under applicable non-bankruptcy law), and the remainder of the debtor's obligations, if any, will be performed as they come due in accordance with their terms. Thus, other than its right to accelerate the debtor's obligations, the holder of an unimpaired claim will be placed in the position it would have been in had the debtor's case not been commenced.

Pursuant to Section 1126(f) of the Bankruptcy Code, holders of unimpaired claims or interests are "conclusively presumed" to have accepted the plan. Accordingly, their votes are not solicited. Under the Debtors' Plan, the Claims in Class 1 (Priority Non-Tax Claims), Class 2 (Secured Tax Claims), Class 3 (Other Secured Claims), Class 7 (Intercompany Claims) and Class 8 (Intercompany Interests) are unimpaired, and therefore, the holders of such Claims are "conclusively presumed" to have voted to accept the Plan.

Under certain circumstances, a class of claims or equity interests may be deemed to reject a plan of reorganization. For example, a class is deemed to reject a plan of reorganization under Section 1126(g) of the Bankruptcy Code if the holders of claims or interests in such class do not receive or retain property under the plan on account of their claims or equity interests. Under this provision of the Bankruptcy Code, the holders of Subordinated Claims in Class 6, and Interests in Class 9 are deemed to reject the Plan because they receive no distribution and retain no property interest under the Plan. Although the holders of Class 5 General Unsecured Claims are not receiving any distributions from the Debtors under the Plan, they will be receiving the benefits of the settlement between the Creditors' Committee and the Majority Noteholder Group, and therefore are being solicited to vote on the Plan. Because Class 6 (Subordinated Claims) and Class 9 (Interests) are deemed to reject the Plan, the Debtors are required to demonstrate that the Plan satisfies the requirements of Section 1129(b) of the Bankruptcy Code with respect to such Class.

Among these are the requirements that the Plan be "fair and equitable" with respect to, and not "discriminate unfairly" against, the equity interests in such Class. For a more detailed description of the requirements for confirmation, see Section IX. B below, entitled "CONFIRMATION OF THE PLAN OF REORGANIZATION – Requirements for Confirmation of the Plan of Reorganization."

Consistent with these requirements, the Plan divides the Allowed Claims against, and Interests in, the Debtors into the following Classes:

Class	Claims
1	Priority Non-Tax Claims
2	Secured Tax Claims
3	Other Secured Claims
4	Senior Secured Notes Claims
5	General Unsecured Claims
6	Subordinated Claims
7	Intercompany Claims
8	Intercompany Interests
9	Interests

1. Unclassified

Administrative Expense Claims

Administrative Expense Claims are the actual and necessary costs and expenses of the Debtors' Chapter 11 Cases that are allowed under and in accordance with Sections 330, 503(b) and 507(b) of the Bankruptcy Code. Such expenses will include, but are not limited to, (a) any actual and necessary costs and expenses, incurred after the Petition Date, of preserving the Debtors' Estates, (b) any actual and necessary costs and expenses, incurred after the Petition Date, of operating the Debtors' businesses, (c) any indebtedness or obligations incurred or assumed by the Debtors during the Chapter 11 Cases in connection with the acquisition or lease of property or an interest in property by the Debtors, the conduct of the business of the Debtors or for services rendered to the Debtors, (d) any compensation for professional services rendered and reimbursement of expenses incurred to the extent Allowed by Final Order under Sections 330 or 503 of the Bankruptcy Code and (e) all payments on a Claim arising in connection with a debtor's obligation under Section 365(b)(1)(A) or (B) of the Bankruptcy Code in respect of Assumed Executory Contracts. Specifically excluded from Administrative Expense Claims are any court fees or charges assessed against the Estates of the Debtors under 28 U.S.C. § 1930, which fees or charges, if any, will be paid in accordance with the Plan.

Subject to the provisions of Sections 330(a) and 331 of the Bankruptcy Code, as applicable, on the later to occur of (a) the Effective Date and (b) the date on which an Administrative Expense Claim becomes an Allowed Claim, the Reorganized Debtors shall (i) pay to each holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim or (ii) satisfy and discharge such Allowed Administrative Expense Claim in accordance with such other terms no more favorable to the claimant than as may be agreed upon by and between the holder thereof and the Plan Proponents or the Reorganized Debtors, as the case may be; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors during the Chapter 11 Cases shall be paid or performed when due in the ordinary course of business by the Debtors or Reorganized Debtors, as applicable, in accordance with the terms and conditions of the particular transaction and any agreements relating thereto.

DIP Financing Claims

On the Effective Date, (a) all outstanding DIP Financing Claims shall be indefeasibly paid and satisfied, in full, in Cash by the Debtors, (b) all commitments under the DIP Financing

Agreement will terminate, (c) all Letters of Credit outstanding under the DIP Financing Agreement shall either (i) be returned to the issuer undrawn and marked "cancelled" or rolled into the New First Lien Facility, (ii) be cash collateralized in an amount equal to 105% of the face amount of the outstanding letters of credit, or (iii) be cash collateralized by back-to-back letters of credit, in form and substance and from a financial institution acceptable to such issuer, and (d) all money posted by the Debtors in accordance with the DIP Financing Agreement and the agreements and instruments executed in connection therewith shall be released to the applicable Reorganized Debtors.

Professional Compensation and Reimbursement Claims

All Entities seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to Sections 327, 328, 330, 331, and 503 or 1103 of the Bankruptcy Code shall (i) file their respective applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date that is forty-five (45) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court and (ii) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed by the Bankruptcy Court (A) on the date that such Professional Compensation and Reimbursement Claim becomes an Allowed Professional Compensation and Reimbursement Claim, or as soon thereafter as is practicable or (B) upon such other terms as may be mutually agreed upon between such holder of a Professional Compensation and Reimbursement Claim and the Reorganized Debtors. Holders of Professional Compensation and Reimbursement Claims that do not file and serve such application by the required deadline shall be forever barred from asserting such Professional Compensation and Reimbursement Claims against the Debtors, the Reorganized Debtors or their respective properties, and such Claims shall be deemed discharged as of the Effective Date. Objections to Professional Compensation and Reimbursement Claims shall be filed no later than seventy five (75) days after the Effective Date.

Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date, each holder of an Allowed Priority Tax Claim shall receive, on account of and in full and complete settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, one of the following treatments: (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as practicable, (ii) in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate equal to the Plan Rate, over a period ending not later than five (5) years after the Petition Date, (iii) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim, or (iv) upon such other terms as may be agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of such Allowed Priority Tax Claim.

As of the date hereof, the estimated approximate Allowed Amount for Priority Tax Claims is $5,706,669.

Senior Secured Notes Indenture Trustee Fee

On or as soon as practicable after the Effective Date, the Senior Secured Notes Indenture Trustee Fees shall be paid in Cash to the Senior Secured Notes Indenture Trustee.

2. Classified

Class 1 – Priority Non-Tax Claims

Priority Non-Tax Claims are those Claims entitled to priority in payment as specified in Section 507(a)(4), (5), (6) or (7) of the Bankruptcy Code.

Class 1 is Unimpaired by the Plan. Each holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

Unless otherwise agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of an Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall receive, in full satisfaction and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, Cash in an amount equal to such Allowed Priority Non-Tax Claim on the later of the Effective Date and the date such Allowed Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable.

Class 2 – Secured Tax Claims

Class 2 is Unimpaired by the Plan. Each holder of an Allowed Secured Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

Except to the extent that a holder of a Secured Tax Claim has been paid by the Debtors prior to the Effective Date and unless otherwise agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of an Allowed Secured Tax Claim, each holder of an Allowed Secured Tax Claim shall receive, in full satisfaction and discharge of, and in exchange for, such Allowed Secured Tax Claim, at the sole option of the Plan Proponents or the Reorganized Debtors, as applicable, (i) Cash in an amount equal to such Allowed Secured Tax Claim, including any interest on such Allowed Secured Tax Claim required to be paid pursuant to Section 506(b) of the Bankruptcy Code, on the later of the Effective Date and the date such Allowed Secured Tax Claim becomes an Allowed Secured Tax Claim, or as soon thereafter as is practicable, or (ii) equal annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at a fixed annual rate equal to 5%, over a period ending not later than five (5) years after the Petition Date, or upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Secured Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Secured Tax Claim.

Class 3 – Other Secured Claims

Class 3 is Unimpaired by the Plan. Each holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

Unless otherwise agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of an Allowed Other Secured Claim, on the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed Other Secured Claim shall receive, in full satisfaction and discharge of, and in exchange for, such Allowed Other Secured Claim, one of the

following distributions: (i) reinstatement of any such Allowed Other Secured Claim pursuant to Section 1124 of the Bankruptcy Code; (ii) the payment of such holder's Allowed Other Secured Claim in full in Cash; (iii) the surrender to the holder or holders of any Allowed Other Secured Claim of the property securing such Claim; or (iv) such other distributions as shall be necessary to satisfy the requirements of Chapter 11.

Class 4 – Senior Secured Notes Claims

Class 4 is Impaired by the Plan. Each holder of an Allowed Senior Secured Notes Claim is entitled to vote to accept or reject the Plan.

On the Effective Date, or as soon thereafter as is practicable, each of the Senior Secured Noteholders shall receive, in full satisfaction and discharge of, and in exchange for, its Allowed Senior Secured Notes Claims, its Pro Rata share of (i) 100% of the New Common Stock, subject to dilution by any equity of New Uno that may be issued pursuant to the Management Incentive Plan or in connection with the Consulting Agreement; (ii) the Rights, if applicable; and (iii) up to $1.75 million in the aggregate in Cash from the proceeds of the Collateral securing the Senior Secured Notes Claims, which Cash payment shall be allocated and deemed paid to the Senior Secured Noteholders in accordance with Section 5.8 of the Plan.

The Senior Secured Notes Claims are Allowed Class 4 Claims in the aggregate total amount of $82,139,134.

Class 5 – General Unsecured Claims

General Unsecured Claims are any Claim against the Debtors other than an Administrative Expense Claim, DIP Financing Claim, Professional Compensation and Reimbursement Claim, Priority Tax Claim, Senior Secured Notes Indenture Trustee Fee, Priority Non-Tax Claim, Secured Tax Claim, Other Secured Claim, Senior Secured Notes Claim, Subordinated Claim, Intercompany Claim, Intercompany Interest or Interest.

Class 5 is Impaired by the Plan. Each holder of a General Unsecured Claim is entitled to vote to accept or reject the Plan.

Holders of General Unsecured Claims shall receive no recovery from the Debtors or the Reorganized Debtors on account of their Claims.[9]

The Noteholder Deficiency Claim is an Allowed Class 5 Claim in the amount of $65,935,310.

Class 6 – Subordinated Claims

Class 6 is Impaired by the Plan. Each holder of an Allowed Subordinated Claim is conclusively deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

Holders of Subordinated Claims shall receive no recovery from the Debtors or the Reorganized Debtors on account of their Claims.

9 See Section 5.8 of the Plan and section VI.C(1) hereof for a discussion of the Claims Purchase

Class 7 - Intercompany Claims

Class 7 is Unimpaired by the Plan. Each holder of an Allowed Intercompany Claim is conclusively deemed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

On or prior to the Effective Date, all Intercompany Claims will either be reinstated to the extent determined to be appropriate by the Plan Proponents or the Reorganized Debtors, as applicable, or adjusted, continued, or capitalized (but not paid in Cash), either directly or indirectly, in whole or in part, as determined by the Plan Proponents.

Class 8 – Intercompany Interests

Class 8 is Unimpaired by the Plan. Each holder of an Allowed Intercompany Interest is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

Subject to the Restructuring Transactions, on the Effective Date, or as soon thereafter as is practicable, each Allowed Intercompany Interest shall be retained.

Class 9 – Interests

Class 9 is Impaired by the Plan. Each holder of an Allowed Interest is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have rejected the Plan.

Each holder of an Allowed Interest shall receive no distribution for and on account of such Interest and such Interest shall be cancelled on the Effective Date.

C. MEANS OF IMPLEMENTING THE PLAN

1. Claims Purchase

The Claims Purchase is a cornerstone of the Plan. The Claims Purchase represents a settlement by and between the Creditors' Committee and the Senior Secured Noteholders of all Claims and Causes of Action that the Creditors' Committee may have against the Senior Secured Noteholders. The Debtors have concluded that there is no property available for distribution to General Unsecured Creditors in these Chapter 11 Cases and, accordingly, the Claims Purchase is the only means of a recovery for General Unsecured Creditors. The mechanics of the Claim Purchase, as set forth in Section 5.8 of the Plan, provide that each holder of a Claim on the Claims Purchase Schedule (which will be contained in the Plan Supplement) will be entitled to have its Claim purchased by the Senior Secured Notes Indenture Trustee, or its designee, for an amount equal to the Claims Purchase Price identified on the Claims Purchase Schedule which shall be equal to 10% of a Proposed Claim Amount determined by the Majority Noteholder Group in consultation with the Creditors' Committee, provided, however, that to the extent the aggregate Claims Purchase Price for all General Unsecured Claims included on the Claims Purchase Schedule exceeds $1.75 million, the Claims Purchase Price of each Claim on the Claims Purchase Schedule shall be reduced, Pro Rata, such that the aggregate Claims Purchase Price for all claims on the Claims Purchase Schedule equals $1.75 million; provided, further, that to the extent that the Claims Purchase Amount is less than $1.0 million, the Claims Purchase Price for each Claim on the Claims Purchase Schedule shall be increased, Pro Rata, such that the aggregate Claim Purchase Price for all Claims on the Claims Purchase Schedule equals $1.0 million. Notwithstanding the forgoing, in no event shall any holder of a General Unsecured Claim listed on the Claims Purchase Schedule receive Cash in excess of the "Claim Purchase Price" listed with respect to such Claim.

To be eligible for the Claims Purchase, a General Unsecured Claim must be listed on the Claims Purchase Schedule and the holder of such Claim must (i) vote its Ballot to accept the Plan and to grant the Releases set forth in the Plan, and (ii) not object to confirmation of the Plan. The Claims Purchase will be implemented on, or as soon as practicable after, the Effective Date.

The Majority Noteholder Group, with the consent of the Creditors' Committee, in consultation with the Debtors or the Reorganized Uno Companies, as applicable, reserves the right to modify the Claims Purchase Schedule prior to or subsequent to the Effective Date without further order of the Court; provided, however, that a Claim may be removed from the Claims Purchase Schedule only to the extent that (i) such Claim is subject to setoff, (ii) the holder of such Claim has not voted to accept the Plan and grant the Releases set forth in the Plan, or (iii) the holder of such Claim has objected to confirmation of the Plan. Notwithstanding the forgoing, the Majority Noteholder Group, with the consent of the Creditors' Committee, and in consultation with the Debtors or the Reorganized Uno Companies, as applicable, may determine that the Claims Purchase Price for any individual claim listed on the Claims Purchase Schedule shall not exceed a certain dollar cap; provided, however, that the dollar cap shall not be set at an amount less than $100,000.

2. Substantive Consolidation of Debtors for Plan Purposes Only

Given the number of separate Debtor entities in these cases, the Plan Proponents believe it would be inefficient to propose, vote on and make distributions in respect of entity-specific Claims. Accordingly the Plan Proponents seek to substantively consolidate the Debtors for purposes of voting on, and making distributions under, the Plan. The Plan Proponents do not believe that any creditor will be materially adversely affected by not voting on and receiving distributions on an entity-by-entity basis. The Senior Secured Noteholders hold guarantees from all of the Debtors that hold any assets of significant value. In addition, all of the Debtors' assets are encumbered by the DIP Financing Claims and liens. The Debtors believe that there are no unencumbered assets of the Debtors that would be available for distribution to holders of General Unsecured Claims, even were substantive consolidation not provided for in the Plan. For further information, please see the Debtors' Liquidation Analysis, attached hereto as Exhibit C, and the Debtors' Organizational chart, attached hereto as Exhibit D.

Entry of the Confirmation Order shall constitute the approval, pursuant to Section 105(a) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Debtors for certain purposes related to the Plan, including voting, confirmation, and distribution as set forth in the Plan. On and after the Effective Date: (i) all assets and liabilities of the Debtors shall be treated as though they were merged, (ii) all guarantees of any Debtor of the payment, performance, or collection of obligations of any other Debtor shall be eliminated and canceled, (iii) all joint obligations of two or more Debtors, and all multiple Claims against such entities on account of such joint obligations, shall be considered as a single Claim against the substantively consolidated Debtors, and (iv) any Claim filed in the Chapter 11 Case of any Debtor shall be deemed filed against the substantively consolidated Debtors and a single obligation of the substantively consolidated Debtors on and after the Effective Date.

The substantive consolidation referred to in the Plan shall not (other than for purposes related to funding distributions under the Plan and as set forth in Section 5.1(a) of the Plan) affect (i) the legal and organizational structure of the Debtors or the Reorganized Debtors or (ii) any Intercompany Claims. As of the Effective Date, each of the Reorganized Debtors shall be deemed to be properly capitalized, legally separate, and distinct entities.

The Plan Proponents believe that no creditor will receive a recovery inferior to that which it would receive if they proposed a plan that was completely separate as to each entity. If any party in interest challenges the proposed substantive consolidation, the Plan Proponents reserve the right to establish at the confirmation hearing the ability to confirm that Plan on an entity-by-entity basis.

3. Restructuring Transactions

On or about the Effective Date, and without the need for any further action, the Debtors or the Reorganized Debtors, as applicable, shall effectuate the Restructuring Transactions to provide an efficient tax and operational structure for the Reorganized Debtors and holders of Claims and Interests, including, but not limited to, (i) causing any or all of the Debtors to be merged into one or more of the Debtors, dissolved, or otherwise consolidated, (ii) causing the transfer of Interests or assets between or among the Reorganized Uno Companies, or (iii) engaging in any other transaction in furtherance of the Plan. The Debtors or the Reorganized Debtors, as applicable, will incur the costs of implementing the Restructuring Transactions.

4. Corporate Action

All actions contemplated by the Plan shall be deemed authorized and approved in all respects, and New Uno shall adopt the New Uno Certificate of Incorporation and New Uno Bylaws and shall file the New Uno Certificate of Incorporation with the Secretary of State of the State of Delaware.

On the Effective Date, the operation of New Uno shall become the general responsibility of its board of directors, subject to, and in accordance with, the New Uno Certificate of Corporation and New Uno Bylaws. The New Board shall consist of seven (7) directors, one of whom shall be Frank Guidara (so long as he remains the chief executive officer of New Uno), four (4) directors selected by Twin Haven (of which two (2) directors shall initially be non-employees of Twin Haven), one (1) director selected by Coliseum, and one (1) director selected by Newport. On the Effective Date, the current members of the Debtors' board of directors not identified as members of the New Board shall resign. Each director of New Uno shall serve from and after the Effective Date pursuant to the terms of the New Uno Certificate of Incorporation, New Uno Bylaws, and applicable law.

5. Corporate Existence

Except as otherwise provided in the Plan or Plan Supplement, each Reorganized Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form, as the case may be.

6. Rights Offering

At the election of the Debtors, with the consent of the Majority Noteholder Group, the Debtors may initiate the Rights Offering, for New Second Lien Notes in the aggregate principal amount of $27 million. If the Rights Offering is initiated, the proceeds of the New Second Lien Notes shall be used to repay the outstanding obligations under the term loan portion of the DIP Facility, thereby facilitating the Debtors' emergence from chapter 11.

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, each holder of an Allowed Senior Secured Notes Claim as of the Voting Record Date will have the opportunity, but not the obligation, to purchase, for Cash, New Second Lien Notes offered pursuant to the Rights Offering. Each holder of an Allowed Senior Secured Notes Claim may elect to purchase New Second Lien Notes up to an aggregate principal amount equal to (i) a fraction, the numerator of which is the principal amount of Senior Secured Notes held by such holder and the denominator of which is the aggregate outstanding principal amount of Senior Secured Notes multiplied

by (ii) the total principal amount of New Second Lien Notes issued to the holders of Senior Secured Notes in the Rights Offering.

The members of the Majority Noteholder Group have agreed to fully backstop the Rights Offering, subject to certain customary conditions, including maximum debt of $55 million. In consideration of such commitment, on the Effective Date, the Backstop Parties will receive a fully earned non-refundable Cash fee equal to 2% of $27 million, which represents the maximum principal amount of New Second Lien Notes that may be offered for purchase.

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the Rights Offering shall commence on the Rights Offering Commencement Date and shall terminate on the Rights Offering Expiration Date, or such later date as the Plan Proponents may specify in a notice provided to the Senior Secured Notes Indenture Trustee before 9:00 a.m. (prevailing Eastern Time) on the Business Day before the then-effective Rights Offering Expiration Date, all in accordance with the escrow agreement identified in Section 5.5(f) of the Plan. The Rights Offering Expiration Date is the final date by which a Senior Secured Noteholder may elect to subscribe to the Rights Offering. Each Senior Secured Noteholder intending to participate in the Rights Offering must affirmatively elect to exercise its Right(s) on or prior to the Rights Offering Expiration Date by completing a Rights Exercise Form. The Plan Proponents may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, each Senior Secured Noteholder may exercise all or any portion of such Senior Secured Noteholder's Rights pursuant to the procedures outlined below, as appropriate, but the exercise of any Rights shall be irrevocable. Any and all disputes concerning the timeliness, viability, form, or eligibility of any exercise of Rights shall be resolved by the Plan Proponents in their sole discretion.

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, as promptly as practicable following entry of the Confirmation Order, but in no event later than two (2) Business Days after the date the Confirmation Order is entered, the Debtors, either directly or through the Senior Secured Notes Indenture Trustee (in such capacity, the **"Escrow Agent"**), shall notify each Participating Noteholder of the principal amount of New Second Lien Notes that it will be permitted to purchase and the purchase price for such New Second Lien Notes. Each Participating Noteholder shall be required to tender the purchase price to the Escrow Agent so that it is actually received no later than seven (7) Business Days after the date the Confirmation Order is entered. The payments made in accordance with the Rights Offering shall be deposited and held by the Escrow Agent, in accordance with an escrow agreement between the Debtors and the Escrow Agent, in an escrow account or similarly segregated account(s) at U.S. Bank, N.A., which shall be separate and apart from the Escrow Agent's general operating funds and any other funds subject to any Lien or any cash collateral arrangements and which segregated account(s) will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date. The Escrow Agent shall not use such funds for any other purpose prior to such date and shall not encumber or permit such funds to be encumbered with any Lien or other encumbrance, but the Escrow Agent shall be paid its reasonable fees and expenses pursuant to the Escrow Agreement. On the Effective Date, the proceeds of the Rights Offering shall be used to repay the outstanding obligations under the term loan portion of the DIP Facility, thereby facilitating the Debtors' emergence from chapter 11 and the Backstop Commitment Fee shall be paid.

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the Rights will be transferable subject to compliance with applicable securities laws. The Rights shall not be listed or quoted on any public or over-the-counter exchange or quotation system.

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the Debtors may, with the consent of the Majority Noteholder Group, decide not to continue with the Rights Offering or terminate the Rights Offering at any time prior to the Confirmation Hearing.

7. Issuance of New Second Lien Notes

In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the New Second Lien Notes Indenture and related documents (including the New Intercreditor Agreement) shall be executed and delivered on the Effective Date, and URC shall be authorized to issue the New Second Lien Notes, and URC and the other Reorganized Debtors shall be authorized to execute, deliver, and enter into, *inter alia*, the New Second Lien Notes Indenture and related documents, without the need for any further corporate action and without further action by the holders of Claims or Interests.

The issuance of the New Second Lien Notes shall be, and shall be deemed, to the maximum extent provided in Section 1145 of the Bankruptcy Code and under applicable nonbankruptcy law, to be exempt from registration under any applicable federal or state securities laws, including under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder, URC will not be subject to the reporting requirements of the Securities Exchange Act of 1934. The New Second Lien Notes issued pursuant to the Plan shall be freely tradeable under Section 1145 of the Bankruptcy Code.

8. Issuance of Common Stock

On the Effective Date, New Uno shall issue New Common Stock and all instruments, certificates, and other documents required to be issued or distributed pursuant to the Plan and the Plan Supplement without further act or action under applicable law, regulation, order, or rule and without the need for any further corporate action.

The issuance of the New Common Stock shall be, and shall be deemed, to the maximum extent provided in Section 1145 of the Bankruptcy Code and under applicable nonbankruptcy law, to be exempt from registration under any applicable federal or state securities laws. The New Common Stock issued pursuant to the Plan shall be fully paid and non-assessable and, subject to the terms of the Stockholders' Agreement, freely tradeable under Section 1145 of the Bankruptcy Code.

9. Entry into New First Lien Credit Agreement

On or as of the Effective Date, URC and the other Reorganized Debtors shall enter into the New First Lien Credit Agreement, in form and substance acceptable to the Majority Noteholder Group, the proceeds of which shall be used to repay the outstanding obligations under the revolving loan portion of the DIP Facility. The New First Lien Credit Agreement shall be substantially in the form contained in the Plan Supplement.

10. Cancellation of Notes, Instruments, and Interests

All (a) notes (including the Senior Secured Notes), Interests, bonds, indentures (including the Senior Secured Notes Indenture), stockholders agreements, registration rights agreements, repurchase agreements, and repurchase arrangements or other instruments or documents evidencing or creating any indebtedness or obligations of a Debtor that relate to Claims or Interests that are Impaired under the Plan shall be cancelled, (b) the obligations of the Debtors and the Senior Secured Notes Indenture Trustee, as applicable, under any agreements, stockholders agreements, registration rights agreements, repurchase agreements and repurchase arrangements, or indentures (including the Senior Secured Notes Indenture) governing the Senior Secured Notes, the Interests, and any other notes, bonds, indentures, or other instruments or documents evidencing or creating any Claims or Interests against a Debtor that relate to Claims or Interests that are Impaired under the Plan shall be discharged.

Notwithstanding the foregoing and anything contained in the Plan, the Senior Secured Notes Indenture shall continue in effect to the extent necessary to (i) allow the Debtors, the Reorganized Debtors, or the Senior Secured Notes Indenture Trustee to make distributions pursuant to the Plan on the Effective Date or as soon thereafter as is reasonably practicable on account of the Senior Secured Noteholder Claims under the Senior Secured Notes Indenture, (ii) permit the Senior Secured Notes Indenture Trustee to assert its Senior Secured Notes Indenture Trustee Fee, (iii) permit the Senior Secured Notes Indenture Trustee to appear in the Chapter 11 Cases, and (iv) permit the Senior Secured Notes Indenture Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iii); provided, however, that for the avoidance of doubt, the Debtors' obligations pursuant to the Senior Secured Notes Indenture shall be, and shall be deemed to be, fully and completely terminated and discharged upon the making of the distributions set forth in clause 5.10(i) of the Plan.

Nothing herein, or in the Plan, shall impair the rights of the Senior Secured Notes Indenture Trustee to enforce its charging liens, created in law or pursuant to the Senior Secured Notes Indenture, against property that would otherwise be distributed to the Senior Secured Noteholders. Without further action or order of the Bankruptcy Court, the charging liens of the Senior Secured Notes Indenture Trustee shall attach to any property distributable to the holders of Allowed Senior Secured Notes Claims under the Plan with the same priority, dignity, and effect that such liens had on property distributable under the Senior Secured Notes Indenture. Notwithstanding anything herein to the contrary, the Senior Secured Notes Indenture Trustee shall not be permitted to enforce its charging lien or charge any fees, expenses, or other amounts against the Claims Purchase Funds.

11. Management Incentive Plan

As of the Effective Date, New Uno shall establish the Management Incentive Plan, which shall provide for 10% of the New Common Stock (on a fully diluted basis) to be available for issuance to the officers and key employees of the Reorganized Debtors and its affiliates. The vesting and allocation of the New Common Stock under the Management Incentive Plan shall be determined by the Majority Noteholder Group, in consultation with New Uno's chief executive officer.

12. Cancellation of Liens

Except as otherwise provided for pursuant to the Plan, the DIP Financing Agreement, and the DIP Financing Order, upon the occurrence of the Effective Date, any Lien securing any Secured Claim shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to release any Collateral or other property of any Debtor (including any cash Collateral) held by such holder

and to take such actions as may be requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases.

13. Compromise of Controversies

In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Rule 9019.

14. Exemption from Transfer Taxes

Pursuant to Section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer from a Debtor to a Reorganized Debtor or any other Person pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment.

15. Costs and Expenses of Reorganization

The Reorganized Debtors shall pay all costs and expenses associated with the Restructuring Transactions contemplated by the Plan and described herein and in the Plan Supplement.

D. PLAN PROVISIONS GOVERNING DISTRIBUTION

1. Date of Distributions

Except as otherwise provided for in the Plan, any distributions and deliveries to be made under the Plan shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Whenever any distribution to be made under the Plan shall be due on a day other than a Business Day, such distribution shall instead be made, without interest, on the immediately succeeding Business Day and shall be deemed to have been made on the date due. Any payments or distributions to be made pursuant to the Plan shall be deemed to be made timely if made within thirty (30) days after the dates specified in the Plan.

2. Disbursing Agent

Unless otherwise specified in the Plan, all distributions under the Plan shall be made by a Disbursing Agent. Any Disbursing Agent shall be deemed to hold all property to be distributed hereunder in trust for the Entities entitled to receive same. Any Disbursing Agent shall not hold an economic or beneficial interest in such property. Notwithstanding the foregoing, nothing in the Plan shall affect the charging lien of the Senior Secured Notes Indenture Trustee on property distributable pursuant to the Plan, provided, however, that the Senior Secured Notes Indenture Trustee shall not be permitted to enforce its charging lien or charge any fees, expenses, or other amounts against the Claims Purchase Funds. No Disbursing Agent hereunder, including, without limitation, the Senior Secured Notes Indenture Trustee and the Claims Purchasing Agent, shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Any Disbursing Agent shall be empowered to (a) take all steps and execute all instruments and documents necessary to effectuate the Plan, (b) make distributions contemplated by the Plan, (c) comply with the

Plan and the obligations thereunder, and (d) exercise such other powers as may be vested in such Disbursing Agent pursuant to order of the Bankruptcy Court, pursuant to the Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions of the Plan. From and after the Effective Date, any Disbursing Agent shall be exculpated by all Entities, including, without limitation, holders of Claims and Interests and other parties in interest, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of such Disbursing Agent. No holder of a Claim or an Interest or other party in interest shall have or pursue any claim or cause of action against any Disbursing Agent for making payments in accordance with the Plan or for implementing the provisions of the Plan.

3. Manner of Payment under the Plan

Unless otherwise specified in the Plan or unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made by a Disbursing Agent shall be made, at the election of the Reorganized Debtors, by check drawn on a domestic bank or by wire transfer from a domestic bank; provided, however, that no Cash payments shall be made to a holder of an Allowed Claim until such time as the amount payable thereto is equal to or greater than One Hundred Dollars ($100.00), unless a request therefor is made in writing to the appropriate Disbursing Agent.

4. Delivery of Distributions

(a) Last Known Address. Subject to the provisions of Bankruptcy Rule 9010, distributions and deliveries to holders of Allowed Claims shall be made at the address of such holders as set forth on the Schedules filed with the Bankruptcy Court unless superseded by the address set forth on proofs of claim filed by such holders, or at the last known address of such holders if no proof of claim is filed or if the Debtors have been notified in writing of a change of address.

(b) Undeliverable Distributions. In the event that any distribution to any holder is returned to a Disbursing Agent as undeliverable, no further distributions shall be made to such holder unless and until such Disbursing Agent is notified, in writing, of such holder's then-current address. Undeliverable distributions shall remain in the possession of such Disbursing Agent until such time as a distribution becomes deliverable; provided, however, that such distributions shall be deemed unclaimed property under Section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interest in property shall revert to New Uno.

(c) Distributions by the Senior Secured Notes Indenture Trustee. The Senior Secured Notes Indenture Trustee shall be the Disbursing Agent for the Senior Secured Notes Claims and also shall act as the Claims Purchasing Agent, pursuant to the Claims Purchasing Agreement, which shall be consistent with the terms of the Plan.

5. Fractional New Common Stock

No fractional shares of New Common Stock shall be issued. Fractional shares of New Common Stock shall be rounded to the next greater or next lower number of shares in accordance with the Plan.

6. Fractional Dollars

With respect to any Cash distributions, at the election of the Reorganized Uno Companies, no distributions of fractional dollars need be made. Any distribution of Cash may be rounded to the next greater or next lower whole dollar amount in accordance with the Plan.

7. Time Bar to Cash Payments

Checks issued by the Reorganized Uno Companies on account of Allowed Claims shall be null and void if not negotiated within 180 days from and after the date of issuance thereof. Requests for re-issuance of any check shall be made directly to New Uno by the holder of the Allowed Claim with respect to which such check originally was issued

8. Distributions After Effective Date

Distributions made after the Effective Date to holders of Allowed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made in accordance with the terms and provisions of Article 6 of the Plan.

9. Setoffs

Other than with respect to the Senior Secured Notes Claims and the DIP Facility Claims (as to which any and all rights in favor of the Debtors or Reorganized Debtors of setoff or recoupment have been waived), the Reorganized Debtors may, but shall not be required to set off, pursuant to applicable non-bankruptcy law, against any Allowed Claim and the distributions to be made pursuant to the Plan on account thereof (before any distribution is made on account of such Claim), the claims, rights, and causes of action of any nature the Debtors or the Reorganized Debtors may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors, of any such claims, rights, and causes of action that the Debtors or the Reorganized Debtors may possess against such holder; provided, further, that nothing contained in the Plan is intended to limit the ability of any Creditor to effectuate rights of setoff or recoupment preserved or permitted by the provisions of Sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or pursuant to the common law right of recoupment.

10. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

11. Distribution Record Date

As of the close of business on the Distribution Record Date, registers of the Senior Secured Notes Indenture Trustee shall be closed, and the Senior Secured Notes Indenture Trustee shall have no obligation to recognize any transfers of Claims arising under or related to the Senior Secured Notes Indenture occurring from and after the Distribution Record Date.

12. Senior Secured Notes Indenture Trustee as Claim Holder

Consistent with Bankruptcy Rule 3003(c), the Debtors shall recognize the master proof of claim filed by the Senior Secured Notes Indenture Trustee in respect of the Senior Secured Notes Claims, which Senior Secured Notes Claims shall be deemed Allowed Claims. Accordingly, any proof of claim filed by a holder of a Senior Secured Notes Claim on account of its Senior Secured Notes Claim shall be deemed disallowed as duplicative of the Senior Secured Notes Indenture Trustee master proof of claim, without further action or Bankruptcy Court order, except to the extent any proof of claim, or a portion of a proof of claim, filed by a holder of a Senior Secured Notes Claim is not included within the master proof of claim filed by the Senior Secured Notes Indenture Trustee.

E. PROCEDURES FOR TREATING DISPUTED CLAIMS

1. Objections

Except insofar as a Claim is Allowed pursuant to the Plan, or is purchased pursuant to Section 5.8 of the Plan, the Reorganized Uno Companies may object to the allowance of Claims filed with the Bankruptcy Court with respect to which they dispute liability, priority, and/or amount; provided, however, that the Reorganized Uno Companies (within such parameters as may be established by the New Board) shall have the authority to file, settle, compromise, or withdraw any objections to Claims. Unless otherwise ordered by the Bankruptcy Court, the Reorganized Uno Companies shall file and serve all objections to Claims as soon as practicable, but, in each instance, not later than ninety (90) days following the Effective Date or such later date as may be approved by the Bankruptcy Court.

2. Estimation of Claims

Unless otherwise limited by an order of the Bankruptcy Court, any of the Plan Proponents or Reorganized Uno Companies may at any time request that the Bankruptcy Court estimate for final distribution purposes any contingent, unliquidated, or Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, regardless of whether any of the Plan Proponents or the Reorganized Uno Companies previously objected to such Claim.

3. Distributions After Allowance

With the exception of General Unsecured Claims to the extent of purchases under the Claims Purchase, and notwithstanding any other provision of the Plan, if any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes Allowed.

At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Disbursing Agent shall distribute to the holder thereof the distributions, if any, to which such holder is then entitled under the Plan. Notwithstanding anything herein, in the Disclosure Statement, or the Confirmation Order to the contrary, Section 7.4 of the Plan shall not apply to General Unsecured Claims.

4. Limitations on Amounts to be Distributed to Holders of Deductible Claims

Distributions under the Plan, if any, to each holder of a Deductible Claim shall be in accordance with the treatment provided under the Plan for the Class in which such Deductible Claim is classified. A holder of a Deductible Claim shall be barred from attempts to collect on such Deductible Claim from the applicable insurance carrier or administrator. Nothing in the Plan shall constitute a waiver of any claim, debt, right, cause of action, or liability that any entity may hold with respect to the Insured Portion against any other entity, including the Debtors' insurance carriers, subject to the Claims Purchase. To the extent permitted by applicable law subject to the Claims Purchase, the holder of an Insured Claim shall have the right with respect to the Insured Portion of such Claim to proceed directly against the applicable Debtor's or Reorganized Debtor's insurance carrier. The Debtors and Reorganized Debtors shall have no liability with respect to the Insured Claims and no Distributions will be made to holders of Insured Claims or the Debtors' insurance carriers with respect to such Claims. Notwithstanding anything in the Plan to the contrary, in their sole discretion, the Debtors or Reorganized Debtors, as the case may be, may pay any Secured Deductible Claim, in Cash, even where no proof of claim is timely filed to prevent any insurance carrier from executing on collateral held by or for the benefit of such insurance carrier. The treatment set forth in Section 7.5 of the Plan shall be in full settlement, release, and discharge of Insured Claims.

F. PROVISIONS GOVERNING EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption or Rejection of Executory Contracts and Unexpired Leases

Pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and any Entity shall be deemed assumed by the Debtors (regardless of whether such executory contracts and unexpired leases are listed on Schedule C to the Plan), as of the Effective Date, except for any executory contract or unexpired lease (a) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date, (b) that previously expired or terminated pursuant to its own terms, (c) as to which a motion for approval of the rejection of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (d) that is specifically designated as a contract or lease to be rejected on Schedule A (executory contracts) or Schedule B (unexpired leases), which Schedules shall be contained in the Plan Supplement; provided, however, that the Plan Proponents reserve the right, on or prior to the Confirmation Date, to amend Schedules A and B to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, respectively, assumed or rejected. The Plan Proponents shall provide notice of any amendments to Schedules A and B to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Schedule A or B shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

2. Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (a) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Section 8.1 of the Plan, (b) the extension of time, pursuant to Section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume, assume and assign, or reject the unexpired leases specified in Section 8.1 of the Plan through the date of entry of an order approving the assumption, assumption and assignment, or

rejection of such unexpired leases, and (c) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Section 8.1 of the Plan.

3. Cure of Defaults

Schedule C, which shall be contained in the Plan Supplement, shall set forth Cure Amounts. Except as may otherwise be agreed to by the parties, Cure Amounts shall be satisfied, in accordance with Section 365(b) of the Bankruptcy Code, by the Debtors or Reorganized Uno Companies upon the assumption thereof or as soon as practicable thereafter. If there is a dispute regarding (a) the nature or amount of any Cure Amount, (b) the ability of the Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the parties to such executory contracts or unexpired leases to be assumed by the Debtors shall have fourteen (14) days from the filing of Schedule C to object to, among other things, the Cure Amount listed by the Debtors. If there are any objections filed that cannot be resolved by the parties, the Debtors or the Reorganized Debtors shall retain their right to reject any of the executory contracts or unexpired leases, including contracts or leases that are subject to a dispute concerning a Cure Amount. Counterparties to contracts contained in Schedule C shall be forever bound from asserting any default under the applicable contract, arising prior to the Effective Date, except for the Cure Amount.

4. Inclusiveness

Unless otherwise specified on Schedules A, B, and C of the Plan Supplement, each executory contract and unexpired lease listed or to be listed on Schedules A, B, and C shall include modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed on Schedule A, B, and C.

5. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan

Claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 8.1 of the Plan must be filed with the Bankruptcy Court and served upon the Debtors (or, on and after the Effective Date, the Reorganized Debtors) no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to Schedule A or B of the Plan Supplement. **All such Claims not filed within such time will be forever barred from assertion against the Debtors, their Estates, the Reorganized Uno Companies, and their respective property.**

6. Insurance Policies

Notwithstanding anything contained in the Plan to the contrary, unless subject to a motion for approval or rejection that has been filed and served prior to the Confirmation Date, all of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, shall be treated as executory contracts under the Plan and shall be assumed pursuant to the Plan, effective as of the Effective Date. Nothing contained in Section 8.6 of the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors may hold against any Entity, including, without limitation, the

insurer, under any of the Debtors' insurance policies. All other insurance policies shall re-vest in the Reorganized Debtors.

7. Survival of the Debtors' Indemnification Obligations

Any obligations of the Debtors pursuant to their certificates of incorporation and bylaws or organizational documents, as applicable, or any other agreements entered into by any Debtor at any time prior to the Effective Date, to indemnify current and former directors, officers, agents, and/or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such directors, officers, agents, and/or employees, based upon any act or omission for or on behalf of the Debtors, irrespective of whether such indemnification is owed in connection with an event occurring before or after the Petition Date, shall not be discharged or impaired by confirmation of the Plan. Such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors. Any Claim based on the Debtors' obligations contained in the Plan shall not be a Disputed Claim or subject to any objection in either case by reason of Section 502(e)(1)(B) of the Bankruptcy Code.

8. Survival of Other Employment Arrangements

Notwithstanding anything contained in the Plan to the contrary, unless specifically rejected by order of the Bankruptcy Court, or unless subject to a motion for approval of rejection that has been filed and served prior to the Confirmation Date, the Compensation and Benefit Plans shall be deemed to be, and shall be treated as though they are, executory contracts that are deemed assumed under the Plan on the same terms, and the Debtors' obligations under the Compensation and Benefit Plans shall be deemed assumed pursuant to Section 365(a) of the Bankruptcy Code, shall survive confirmation of the Plan, shall remain unaffected thereby, and shall not be discharged in accordance with Section 1141 of the Bankruptcy Code; provided, however, that with respect to the Management Agreements, the Reorganized Uno Companies shall either enter into new employment agreements or assume such agreements. Any default existing under the Compensation and Benefit Plans shall be cured promptly after it becomes known by the Reorganized Debtors.

G. CONDITIONS PRECEDENT

1. Conditions Precedent to Confirmation

Confirmation of the Plan shall not occur unless and until each of the following conditions has occurred or has been waived in accordance with the terms of the Plan:

(a) The Disclosure Statement Order, in form and substance acceptable to the Plan Proponents and the Creditors' Committee, shall have been entered and shall have become a Final Order;

(b) The proposed Confirmation Order shall be in form and substance acceptable to the Plan Proponents and the Creditors' Committee;

(c) All Plan Documents shall be in form and substance acceptable to the Plan Proponents, and, to the extent a Plan Document affects the purchase of Claims (as described in Section 5.8 of the Plan), the Creditors' Committee, and, to the extent the Plan Documents impact the rights and duties of the Claims Purchasing Agent under the Claims Purchasing Agreement, the Claims Purchasing Agent; provided, however, that the Stockholders' Agreement shall be acceptable in all respects to each member of the Majority Noteholder Group that is to be a party thereunder.

2. Conditions Precedent to the Effective Date

The Effective Date of the Plan shall not occur unless and until each of the following conditions has occurred or has been waived in accordance with the terms of the Plan:

(a) The Confirmation Order, in form and substance acceptable to the Plan Proponents and the Creditors' Committee, shall have been entered and shall have become a Final Order;

(b) The Debtors shall have received all authorizations, consents, legal and regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are necessary to implement and consummate the Plan and that are required by law, regulation, or order;

(c) The Debtors shall have obtained tail liability policies for the directors and officers of New Uno and the other Reorganized Debtors immediately prior to the Effective Date in amounts and on terms acceptable to the Majority Noteholder Group and the existing board of directors of URHC; provided, however, that the cost of such insurance policies in the aggregate shall not exceed 150% of the aggregate annual premium for the Debtors' existing director and officer liability policies;

(d) The Consulting Agreement, substantially in the form attached to the Restructuring Support Agreement, shall have been executed and be in form and substance acceptable to the Plan Proponents and Centre Partners;

(e) The Claims Purchase Funds, up to the aggregate Claim Purchase Price for all General Unsecured Claims included on the Claims Purchase Schedule as of the Effective Date, shall have been funded by the Debtors to the Claims Purchasing Agent on behalf of the Senior Secured Noteholders;

(f) The Debtors shall have satisfied all other conditions set forth in the Plan and Restructuring Support Agreement, as applicable, including, but not limited to, (i) operation of the Debtors' businesses in the ordinary course of business and in accordance with a budget approved by the Majority Noteholder Group, in its sole discretion, and (ii) the granting of information sharing rights to the Majority Noteholder Group in form and substance acceptable to the Majority Noteholder Group. All other actions and documents necessary to implement the Plan shall have been effected or executed;

(g) The deadline for governmental units (as defined in Section 101(27) of the Bankruptcy Code) to file proofs of claim in respect of prepetition claims against any of the Debtors has occurred and no claims filed by such governmental units would have a material adverse impact on the Reorganized Uno Companies' projections.

3. Waiver of Conditions

The Plan Proponents (and, in the case of the Consulting Agreement, Centre Partners), may, to the extent not prohibited by applicable law, waive one or more of the conditions precedent to Confirmation or to the Effective Date set forth in Sections 9.1 and 9.2 of the Plan; provided, however, that with respect to a waiver of the condition to fund the Claims Purchase Funds, no waiver shall occur absent consent of the Creditors' Committee.

4. Failure of Conditions Precedent

Unless otherwise agreed to by the Plan Proponents, in the event that one or more of the conditions specified in Section 9.2 of the Plan have not occurred on or before July 30, 2010 (or July 15,

2010 in the event the conditions specified in 9.2(g) has been waived by the Majority Noteholder Group prior to July 1, 2010), (i) the Confirmation Order shall be vacated, (ii) no distributions under the Plan shall be made, (iii) the Debtors and all holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (iv) the Debtors' obligations with respect to Claims and Interests shall remain unchanged and nothing contained herein shall constitute or be deemed to be a waiver or release of any Claims or Interests by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors. For the avoidance of doubt, and notwithstanding anything in the Disclosure Statement or the Plan to the contrary, if the Plan is not confirmed or does not become effective, nothing in the Plan or the Disclosure Statement shall be construed as a waiver of any rights or claims of the Debtors.

H. EFFECT OF CONFIRMATION

1. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, pursuant to Sections 1141(b) and (c) of the Bankruptcy Code, all property in the Debtors' Estates, including Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Reorganized Debtors free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens, if any, expressly granted pursuant to the Plan). On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Causes of Action or interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

2. Discharge of Claims and Termination of Interests

Except as otherwise provided in the Plan, the DIP Financing Agreement, the DIP Financing Order, or the Confirmation Order, the rights afforded in the Plan and the payments and distributions to be made hereunder shall be in exchange for and in complete satisfaction and discharge of all existing debts and Claims, and shall terminate all Interests, of any kind, nature, or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets or properties to the fullest extent permitted by Section 1141 of the Bankruptcy Code. Except as provided in the Plan, on the Effective Date, all existing Claims against the Debtors and Interests in the Debtors, shall be, and shall be deemed to be satisfied and discharged, and all holders of Claims and Interests shall be precluded and enjoined from asserting against the Reorganized Uno Companies, or any of their respective assets or properties, any other or further Claim or Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Interest.

3. Discharge of Debtors

Upon the Effective Date and in consideration of the Distributions to be made hereunder, except as otherwise expressly provided for in the Plan, the DIP Financing Agreement, the DIP Financing Order, or the Confirmation Order, each holder (as well as any trustees and agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to have such Claim or Interest satisfied and discharged by the Debtors, to the fullest extent permitted by Section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all Entities shall be forever precluded and enjoined, pursuant to

Section 524 of the Bankruptcy Code, from asserting against the Debtors or their respective successors or assigns, including, without limitation, the Reorganized Uno Companies, or their respective assets, properties, or interests in property, any discharged Claim or Interest in the Debtors, any other or further Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the facts or legal bases therefore were known or existed prior to the Effective Date regardless of whether a proof of Claim or Interest was filed, whether the holder thereof voted to accept or reject the Plan, or whether the Claim or Interest is an Allowed Claim or an Allowed Interest.

4. Injunction on Claims

Except as otherwise expressly provided in the Plan, the Confirmation Order, or such other order of the Bankruptcy Court that may be applicable, all Entities who have held, hold, or may hold Claims or other debt or liability that is discharged or Interests or other right of equity interest that is discharged pursuant to the Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or other debt or liability or Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan against the Debtors or the Reorganized Uno Companies, the Debtors' Estates, or properties or interests in properties of the Debtors or the Reorganized Uno Companies, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors or the Reorganized Uno Companies, the Debtors' Estates or properties, or interests in properties of the Debtors or the Reorganized Uno Companies, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors or the Reorganized Uno Companies, the Debtors' Estates or properties, or interests in properties of the Debtors or the Reorganized Debtors, (d) except to the extent provided, permitted, or preserved by Sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors or the Reorganized Uno Companies, the Debtors' Estates or properties, or interests in properties of the Debtors or the Reorganized Uno Companies with respect to any such Claim or other debt or liability that is discharged or Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, and (e) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that such injunction shall not preclude the United States of America, any State, or any of their respective police or regulatory agencies from enforcing their police or regulatory powers; and, provided, further, that except in connection with a properly filed proof of claim, the foregoing proviso does not permit the United States of America, any state, or any of their respective police or regulatory agencies from obtaining any monetary recovery from the Debtors or the Reorganized Uno Companies, or their respective property or interests in property with respect to any such Claim or other debt or liability that is discharged or Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, including, without limitation, any monetary claim or penalty in furtherance of a police or regulatory power. Such injunction shall extend to all successors of the Debtors and the respective properties and interests in property of all of the successors.

5. Terms of Existing Injunctions or Stays

Unless otherwise provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases pursuant to Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

6. **Exculpation**

None of the Debtors, the Reorganized Debtors, the Majority Noteholder Group, the Senior Secured Notes Indenture Trustee, the Creditors' Committee, Centre Partners, the Prepetition Lenders, the Prepetition Administrative Agent, the DIP Lenders, the DIP Agent, and any of their respective directors, officers, employees, managers, partners, members, attorneys, consultants, advisors, and agents (but solely in their capacities as such), shall have or incur any liability to any holder of a Claim or Interest or any other Entity for any act taken or omitted to be taken in connection with, related to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, implementation, confirmation, approval, or administration of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the property to be distributed under the Plan, or any contract, instrument, release, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the provisions of Section 10.6 of the Plan shall not affect the liability of (a) any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct, including, without limitation, fraud and criminal misconduct, (b) the professionals of the Debtors, the Reorganized Debtors, the Majority Noteholder Group, or the Senior Secured Notes Indenture Trustee to their respective clients pursuant to applicable codes of professional conduct, or (c) any of such Entities with respect to any act or omission prior to the Petition Date, except as otherwise expressly set forth elsewhere in the Plan. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

7. Preservation of Causes of Action / Reservation of Rights

Except with respect to Released Actions, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver, release, or the relinquishment of any rights of Causes of Action that the Debtors or the Reorganized Debtors may have or which the Reorganized Debtors may choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law.

Except with respect to Released Actions, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver, release, or relinquishment of any Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim left unimpaired by the Plan. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, and other legal or equitable defenses which they had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

Specifically and not by way of limitation, the Debtors and the Reorganized Uno Companies reserve their rights against Amelia Island Plantation for, among other things, breach of contract and willful violation of the automatic stay, arising out of efforts of Amelia Island Plantation, after the Petition Date, to collect on a prepetition obligation by charging the individual credit and debit cards of the Debtors' employees in violation of its contract with the Debtors. The Debtors have been forced to reimburse certain employees as a result. Amelia Island Plantation denies any wrongdoing and the allegations set forth herein. The Majority Noteholder Group has indicated that it intends to omit Amelia Island Plantation from the Claims Purchase Schedule.

8. Injunction on Causes of Action

Except as provided in the Plan, as of the Effective Date, all non-Debtor entities are permanently enjoined from commencing or continuing in any manner, any Causes of Action, whether directly, derivatively, on account of or respecting any debt or Cause of Action of the Debtors or the Reorganized Debtors which the Debtors or the Reorganized Debtors, as the case may be, retain sole and exclusive authority to pursue in accordance with Section 10.7 of the Plan or which has been released pursuant to the Plan.

9. **Releases By The Debtors**

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, to the extent permitted by applicable law, for good and valuable consideration, the Debtors and the Reorganized Debtors shall and shall be deemed to completely and forever release, waive, void, extinguish, and discharge all Released Actions (other than the rights to enforce the Plan and any right or obligation hereunder, and the securities, contracts, instruments, releases, indentures, and other agreements delivered hereunder or contemplated hereby), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Cases, or the Plan that may be asserted by or on behalf of the Debtors or Reorganized Debtors or their respective Estates against the Released Parties; provided, however, that all Released Actions shall be retained in connection with the defense against any Claim asserted against the Debtors, provided that the retention of such Released Actions shall not result in any affirmative recovery for the Debtors or the Reorganized Debtors nor affect the Claims Purchase; provided, further, that the foregoing shall not operate as a waiver of or release from any causes of action arising out of the willful misconduct, intentional fraud, or criminal conduct of any Entity as determined by a Final Order entered by a court of competent jurisdiction.

10. **Releases By The Holders of Claims and Interests**

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, to the extent permitted by applicable law, for good and valuable consideration, each holder of a Claim that (i) votes to accept the Plan (or is deemed to accept the Plan), and (ii) agrees to provide releases of the Released Parties under the Plan, shall be deemed to release, waive, void, extinguish, and discharge, unconditionally and forever, all Released Actions (other than the rights to enforce the Plan, and any right or obligation under the Plan, and the securities, contracts, instruments, releases, indentures, and other agreements or documents delivered hereunder or contemplated hereby), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Cases, or the Plan, that otherwise may be asserted against the Released Parties; provided, however, that the foregoing shall not operate as a waiver of or release from any causes of action arising out of the willful misconduct, intentional fraud, or criminal conduct of any such person or entity as determined by a Final Order entered by a court of competent jurisdiction.

I. RETENTION OF JURISDICTION

The Bankruptcy Court shall retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Cases or the Plan, or that relates to the following purposes:

(a) to resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date of the Plan, to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be rejected;

(b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan;

(c) to determine any and all motions, adversary proceedings, applications, and contested or litigation matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Reorganized Uno Companies prior to or after the Effective Date (which jurisdiction shall be non-exclusive as to any non-core matters);

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(e) to hear and determine any timely objections to Claims and Interests, including any objections to the classification of any Claim or Interest, and to allow, disallow, determine, liquidate, classify, estimate, or establish the priority of or secured or unsecured status of any Claim, in whole or in part;

(f) to resolve any Disputed Claims;

(g) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(h) to issue such orders in aid of consummation of the Plan, to the extent authorized by Section 1142 of the Bankruptcy Code;

(i) to consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(j) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date under Sections 330, 331, and 503(b) of the Bankruptcy Code and any disputes related to the post-Effective Date fees and out-of-pocket expenses of counsel to the Creditors' Committee incurred in connection with carrying out the provisions of the Plan;

(k) to hear and determine disputes arising in connection with or relating to the Plan or the interpretation, implementation, or enforcement of the Plan or the extent of any Entity's obligations incurred in connection with or released under the Plan;

(l) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(m) to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order, or any other contract, instrument, release, or other agreement or document created in connection with the Plan or the Disclosure Statement;

(n) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

(o) to hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under Section 505(b) of the Bankruptcy Code);

(p) to determine the scope of any discharge of any Debtor under the Plan or the Bankruptcy Code;

(q) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and

(r) to enter a final decree closing the Chapter 11 Cases.

J. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

1. Modification of Plan

The Plan Proponents reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan, the Plan Supplement, or any exhibits to the Plan at any time prior to entry of the Confirmation Order, including, without limitation, to exclude one (1) or more Debtors from the Plan; provided, however, that (a) any such amendments or modifications with respect to matters relating to the Claims Purchase or General Unsecured Claims shall be subject to the consent of the Creditors' Committee, and, to the extent any such amendments or modifications impact the rights and duties of the Claims Purchasing Agent under the Claims Purchasing Agreement, the Claims Purchasing Agent, (b) any such amendments or modifications with respect to matters relating to the Consulting Agreement shall be subject to the consent of Centre Partners, and (c) any such amendments or modifications with respect to matters relating to the treatment of DIP Financing Claims shall be subject to the consent of the DIP Agent. Upon entry of the Confirmation Order, the Plan Proponents may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Section 1127(b) of the Bankruptcy Code, including, without limitation, to exclude one (1) or more Debtors from the Plan, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided, however, that (a) any such amendments or modifications with respect to matters relating to the Claims Purchase or General Unsecured Claims shall be subject to the consent of the Creditors' Committee and, to the extent any such amendments or modifications impact the rights and duties of the Claims Purchasing Agent under the

Claims Purchasing Agreement, the Claims Purchasing Agent, and (b) any such amendments or modifications with respect to matters relating to the Consulting Agreement shall be subject to the consent of Centre Partners. A holder of a Claim that has adopted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

2. Revocation or Withdrawal of the Plan

The Plan may be revoked or withdrawn by the Plan Proponents prior to the Effective Date.

If the Plan is revoked or withdrawn prior to the Effective Date, the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors or any other Entity in any further proceedings involving the Debtors.

K. MISCELLANEOUS PROVISIONS

1. Effectuating Documents and Further Transactions

Each of the Debtors and the Reorganized Uno Companies is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to the Plan.

2. Withholding and Reporting Requirements

In connection with the consummation of the Plan and all instruments issued in connection herewith and distributed hereunder, the Debtors, the Reorganized Uno Companies, or any Disbursing Agent, as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

3. Plan Supplement

Each of the documents contained in the Plan Supplement shall be acceptable in all respects to the Plan Proponents, to the extent any of such documents impact the Claims Purchase, the Creditors' Committee, and, to the extent any of such documents impact the rights and duties of the Claims Purchasing Agent under the Claims Purchasing Agreement, the Claims Purchasing Agent. The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court at least ten (10) days prior to the last day upon which holders of Claims may vote to accept or reject the Plan; provided, however, that the Plan Proponents may amend (a) Schedules A, B, and C through and including the Confirmation Date and (b) each of the other documents contained in the Plan Supplement, subject to Section 12.1 of the Plan, through and including the Effective Date in a manner consistent with the Plan and Disclosure Statement.

Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Equity Interests may obtain a copy of the Plan Supplement on the Debtors' website at www.kccllc.net/Uno.

4. Payment of Statutory Fees

All fees payable pursuant to Section 1930 of title 28 of the United States Code shall be paid as and when due or otherwise pursuant to an agreement between the Reorganized Debtors and the United States Department of Justice, Office of the United States Trustee, until such time as a Chapter 11 Case for a Debtor shall be closed in accordance with the provisions of Section 13.17 of the Plan. Notwithstanding Section 5.1 of the Plan, the Debtors shall pay all of the foregoing fees on a per-Debtor basis.

5. Payment of Post-Effective Date Fees of Senior Secured Notes Indenture Trustee and Claims Purchasing Agent

The Reorganized Debtors shall pay all reasonable fees, costs, and expenses incurred by the Senior Secured Notes Indenture Trustee after the Effective Date in connection with the distributions required pursuant to the Plan, including, but not limited to, the reasonable fees, costs, and expenses incurred by the Senior Secured Notes Indenture Trustee's professionals in carrying out the Senior Secured Notes Indenture Trustee's duties as provided for in the Senior Secured Notes Indenture. In addition, the Reorganized Debtors shall pay all reasonable fees, costs, and expenses incurred by the Claims Purchasing Agent after the Effective Date, in accordance with the Claims Purchasing Agreement. The foregoing fees, costs, and expenses of the Senior Secured Notes Indenture Trustee and the Claims Purchasing Agent shall be paid by the Reorganized Debtors in the ordinary course, upon presentation of invoices by the Senior Secured Notes Indenture Trustee and the Claims Purchasing Agent, respectively, and without the need for approval by the Bankruptcy Court.

6. Dissolution of Creditors' Committees and Cessation of Fee and Expense Payment

Upon the Effective Date, the Creditors' Committee shall dissolve automatically (except with respect to the resolution of Professional Compensation and Reimbursement Claims and matters related to the Claims Purchase and General Unsecured Claims), for which counsel to the Creditors' Committee shall be entitled to reasonable fees and out-of-pocket expenses, to be paid in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court), and members thereof shall be released and discharged from all rights, duties, responsibilities, and liabilities arising from, or related to the Chapter 11 Cases and under the Bankruptcy Code.

7. Expedited Tax Determination

The Reorganized Debtors may request an expedited determination of taxes under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, such Reorganized Debtors for all taxable periods through the Effective Date.

8. Post-Effective Date Fees and Expenses

From and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, (a) retain professionals and (b) pay the reasonable fees and expenses (including reasonable professional fees and expenses)

incurred by the Reorganized Debtors related to implementation and consummation of or consistent with the provisions of the Plan.

9. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

10. Severability

If, prior to the Confirmation Date, any term or provision of the Plan shall be held by the Bankruptcy Court to be invalid, void, or unenforceable, including, without limitation, the inclusion of one (1) or more Debtors in the Plan, the Bankruptcy Court shall, at the request of the Plan Proponents, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

11. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit hereto or document contained in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of New York, without regard to any conflicts of law provisions that would require the application of the law of any other jurisdiction.

12. Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

13. Binding Effect

The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

14. Solicitation of the Plan

As of and subject to the occurrence of the Confirmation Date: (a) the Plan Proponents shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, Section 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation, and (b) the Debtors, the Majority Noteholder Group, the Creditors' Committee, the DIP Agent, the DIP Lenders, the Senior Secured Notes Indenture Trustee,

and holders of Allowed Senior Secured Notes Claims, and each of their respective directors, officers, employees, affiliates, agents, members, managers, partners, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance, and solicitation shall not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

15. Exhibits/Schedules

All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full in the Plan.

16. Notices

All notices, requests, and demands to or upon the Debtors or the Reorganized Debtors, the Creditors' Committee, the Majority Noteholder Group, and the DIP Agent shall, to be effective, be in writing (including by facsimile transmission) and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors or the Reorganized Debtors, to:

Uno Restaurant Holdings Corporation
100 Charles Park Road
Boston, MA 02132
Facsimile No.: (617) 218-5375
Tel: (617) 323-9200
Attn: Louie Psallidas

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Facsimile No.: (212) 310-8007
Tel: (212) 310-8000
Attn: Christopher Aidun
Joseph H. Smolinsky

If to the Creditors' Committee, to:

Cooley Godward Kronish LLP
1114 Avenue of the Americas
New York, NY 10036
Facsimile No.: (212) 937-2151
Tel: (212) 479-6000
Attn: Jay R. Indyke
Jeffrey Cohen

If to the Majority Noteholder Group, to

Twin Haven Capital Partners, LLC
11111 Santa Monica Boulevard, Suite 525
Los Angeles, CA 90025
Facsimile No.: (310) 689-5199
Tel: (310) 689-5100
Attn: Robert Webster

Coliseum Capital Management, LLC
767 Third Avenue, 35th Floor
New York, NY 10017
Facsimile No.: (212) 644-1001
Tel: (212) 488-5555
Attn: Adam Gray

With a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Facsimile No.: (212) 872-1002
Tel: (212) 872-1000
Attn: Michael Stamer
Philip Dublin
Kristina Wesch

If to the DIP Agent, to:

Bingham McCutchen LLP
One Federal Street
Boston, MA 02110
Facsimile No.: (617) 951-8736
Tel: (617) 951-8000
Attn: Julia Frost-Davies
Andrew J. Gallo

17. Closing of the Chapter 11 Cases

The Reorganized Debtors shall, promptly upon the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court.

VII.

FINANCIAL INFORMATION, PROJECTIONS AND VALUATION ANALYSIS

A. HISTORICAL FINANCIAL INFORMATION

The following table sets forth consolidated selected financial data for the Company for the fiscal years ended September 29, 2007, September 28, 2008 and September 27, 2009 derived from the Company's audited consolidated financial statements attached as Exhibit F hereto. In addition, the table also sets forth selected financial data for the Company for the six month periods ended March 28, 2010 and March 29, 2009 derived from the Company's unaudited consolidated financial statements attached hereto as Exhibit F.

The selected financial data below should be read in conjunction with the Company's audited consolidated financial statements.

($ Thousands)	**SELECTED FINANCIAL DATA**				
	Fiscal Year Ended			***6 Months Ended***	
	Sept. 29 2007	**Sept. 29 2008**	**Sept. 29 2009**	**March 29 2009**	**March 28 2010**
Revenue:					
Restaurant Sales	$ 263,173	$ 262,832	$ 247,847	$ 103,091	$ 99,905
Consumer Product Sales	35,206	33,759	32,317	16,145	20,640
Franchise Income	8,678	8,167	6,730	3,285	3,028
Total Revenue	307,057	304,758	286,894	122,521	123,573
Earnings before interest, taxes, depreciation and amortization	$ 24,588	$ 22,919	$ 20,410	$ 8,378	$ 7,332
% of Total Revenue	*8.0%*	*7.5%*	*7.1%*	*6.8%*	*5.9%*
Net income	$ (15,351)	$ (15,058)	$ (22,229)	$ (9,747)	$ (15,359)
Supplemental Data:					
Number of restaurants:					
Company-owned	120	120	116	117	92
Franchised	95	86	83	87	78
	215	206	199	204	170
Total assets	$ 180,370	$ 167,156	$ 144,570	$ 157,781	$ 136,436
Long-term debt	168,435	170,296	171,759	172,127	172,090

B. FINANCIAL PROJECTIONS

The Debtors developed a set of financial projections (as summarized below and attached hereto as Exhibit B, the **"Financial Projections"**). The Financial Projections set forth below and in Exhibit B are based on a number of significant assumptions, including, among other things, the successful reorganization of the Debtors.

THE FINANCIAL PROJECTIONS AND VALUATIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS. ACTUAL OPERATING RESULTS AND VALUES MAY VARY.

As a condition to confirmation of a plan, the Bankruptcy Code requires, among other things, that the Court determine that confirmation is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor. In connection with the development of the Plan, and for purposes of determining whether the Plan satisfies this feasibility standard, the Debtors' Management has, through the development of the Financial Projections, analyzed the Debtors' ability to meet their obligations under the Plan and to maintain sufficient liquidity and capital resources to conduct their business subsequent to their emergence from Chapter 11. The Financial Projections were also prepared to assist holders of Allowed Claims entitled to vote on the Plan in determining whether to accept or reject the Plan.

The Financial Projections should be read in conjunction with the summary of significant assumptions set forth herein and the historical audited and unaudited financial statements included in Exhibit F. The Financial Projections were prepared in good faith and based upon assumptions believed to be reasonable. The Financial Projections, which were prepared during April 2010, were based, in part, on economic, competitive, and general business conditions prevailing at the time. Any future changes in these conditions may materially impact the Debtors' ability to achieve the Financial Projections.

THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARDS COMPLYING WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THE DEBTORS' INDEPENDENT ACCOUNTANT, ERNST & YOUNG LLP, HAS NEITHER COMPILED NOR EXAMINED THE ACCOMPANYING PROSPECTIVE FINANCIAL INFORMATION TO DETERMINE THE REASONABLENESS THEREOF AND, ACCORDINGLY, HAS NOT EXPRESSED AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT THERETO.

THE DEBTORS DO NOT, AS A MATTER OF NORMAL COURSE, PUBLISH PROJECTIONS OF THEIR ANTICIPATED FINANCIAL POSITION, RESULTS OF OPERATIONS OR CASH FLOWS. ACCORDINGLY, THE DEBTORS DO NOT INTEND TO, AND DISCLAIM ANY OBLIGATION TO (A) FURNISH UPDATED PROJECTIONS TO HOLDERS OF CLAIMS OR EQUITY INTERESTS PRIOR TO THE EFFECTIVE DATE OR ANY OTHER PARTY AFTER THE EFFECTIVE DATE, OR (B) OTHERWISE MAKE SUCH UPDATED INFORMATION PUBLICLY AVAILABLE.

THESE FINANCIAL PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY THE DEBTORS' MANAGEMENT, MAY NOT BE REALIZED AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS' CONTROL. THE DEBTORS' CAUTION THAT NO REPRESENTATIONS CAN BE MADE AS TO THE ACCURACY OF THESE FINANCIAL PROJECTIONS OR TO THE DEBTORS' ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE. FURTHER, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THESE FINANCIAL PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED OR ALTERNATIVELY, MAY HAVE BEEN UNANTICIPATED AND, THUS,

THE OCCURRENCE OF THESE EVENTS MAY AFFECT FINANCIAL RESULTS IN A MATERIAL AND POSSIBLY ADVERSE MANNER.

($ Thousands)	SELECTED FINANCIAL DATA				
	FY 2010E	**FY 2011P**	**FY 2012P**	**FY 2013P**	**FY 2014P**
Revenue:					
Restaurant Sales	$ 221,134	$ 213,219	$ 228,588	$ 249,616	$ 276,578
Consumer Product Sales	39,506	42,664	47,710	53,981	60,023
Franchise Income	6,305	6,408	6,630	7,231	8,206
Total Revenue	266,944	262,291	282,928	310,828	344,807
Earnings before interest, taxes, depreciation and amortization	20,156	22,468	25,892	30,934	36,917
% of Total Revenue	*7.6%*	*8.6%*	*9.2%*	*10.0%*	*10.7%*
Net income	$ 126,558	$ 2,502	$ 4,043	$ 6,445	$ 8,680
Supplemental Data:					
Number of restaurants:					
Company-owned	90	91	92	94	96
Company-owned Uno Due Go	0	2	7	15	25
Franchised	80	82	87	97	109
	170	175	186	206	230
Total assets	$ 129,605	$ 129,161	$ 127,838	$ 137,837	$ 151,217
Long-term debt	38,477	36,520	30,905	32,158	33,781

1. Scope of Financial Projections

The Debtors have prepared Financial Projections of their financial performance for the five-year period through the end of fiscal year 2014 (the **"Projection Period"**) which are annexed hereto as Exhibit B and include a pro forma projected consolidated balance sheet as of June 27, 2010 and pro forma projected balance sheets, income statements and statements of cash flow for fiscal years 2010, 2011, 2012, 2013 and 2014.

The Financial Projections are based on the assumption that the Plan will be confirmed by the Court and that the Effective Date under the Plan will occur on June 27, 2010. The Debtors believe that an actual Effective Date any time during the fourth quarter of fiscal year 2010 would not have any material effect on the Financial Projections.

2. Summary of Significant Assumptions

The following summarizes Management's key assumptions regarding revenues, expenses, EBITDA, capital expenditures and financing needs of the Reorganized Uno Companies and their consolidated subsidiaries for the fiscal years ended September 2010 (**"FY 2010"**) through September 2014 **("FY 2014"**). The Financial Projections are based on a number of assumptions, including the expectation that the Reorganized Uno Companies have ample liquidity to achieve these Financial Projections, either through the generation of free cash flow, cash reserves or availability under a line of credit.

The Company's fiscal year ends at the close of business on the Sunday closest to September 30th. The Company's September FY 2010 ends on October 3, 2010 and contains 53 weeks. All other years contain 52 weeks.

(a) Revenue Assumptions

The Reorganized Uno Companies expect to emerge from bankruptcy with 90 full service Debtor-owned Uno Chicago Grill Restaurants and a total of 77 franchised restaurants comprised of 73 Uno Chicago Grill restaurants, 2 Uno Due Go restaurants and 2 take-out units. The calculation of 90 restaurants upon emergence is based on the 91 Debtor-owned restaurants as of the date hereof less the additional expected closure of one restaurant prior to the Effective Date.

During FY 2010, the Debtors and the Reorganized Uno Companies expect to generate $221.1 million in restaurant sales, a decrease from $247.8 in the prior year primarily due to the closure of the 26 Debtor-owned restaurants and lower guest counts given a difficult economic environment. Restaurant sales are projected to decline further in FY 2011 primarily as a result of the closure of 26 Debtor-owned restaurants that occurred during FY 2010 and then increase annually thereafter from $213.2 million during FY 2011 to $276.6 million in FY 2014, primarily due to new planned restaurant openings and increases in same store sales as a result of revenue generating initiatives during the Projection Period.

Revenue in the Debtors' consumer products business is projected to increase to $39.5 million in FY 2010 from $32.3 million in the prior year and to continue increasing over the Projection Period to $60.0 million in FY 2014 as a result of growth in both the retail and foodservice segments of its business.

Franchising income is projected to be $6.3 million in FY 2010 as compared to $6.7 million in the prior year and to increase annually thereafter to $8.2 million in FY 2014 principally due to the opening of new franchised restaurants and royalties from increased same store sales at franchised restaurants.

(b) Cost Assumptions

Operating costs excluding general and administrative costs are projected to decrease as a percentage of revenue from restaurant and consumer product sales to 88.3% in FY 2010 vs 89.0% in FY 2009 and to further decline to 86.9% in FY 2011, 86.3% in FY 2012, 85.6% in FY 2013 and 85.1% in FY 2014 as a result of the closure of underperforming restaurants in FY 2010, renegotiation of occupancy costs, efficiencies and the impact of higher sales.

General and administrative expenses in FY 2010 decreased to $16.7 million or 6.3% of revenues vs $17.2 million or 5.9% of revenue in FY 2009. Although general and administrative expenses declined by $500,000 in FY 2010 as compared to the prior year, such expenses increased as a percentage of revenue due to a combination of the fixed cost nature of such expenses and the decline in revenue associated with the closure of 26 Debtor-owned restaurants. Similarly, in FY 2011, general and administrative expense increased as a percentage of revenue to 6.6%. Thereafter, general and administrative expenses as a percentage of revenue decline to 6.5%, 6.4% and 6.2% in FY 2012, FY 2013 and FY 2014, respectively due primarily to revenue growth.

(c) EBITDA

EBITDA for FY 2010 is projected to be approximately $20.2 million. Over the Projection Period, EBITDA is expected to increase to $36.9 million by FY 2014. EBITDA margin is projected to increase from 7.6% of total revenues during FY 2010 to 10.7% during FY 2014. The increase in EBITDA and EBITDA margin is attributable to a combination of same store sales growth at Debtor-owned and franchised restaurants, new Debtor-owned and franchised restaurant openings, increased sales in the Debtors' consumer products segment, economies of scale, operating efficiencies and the success of new initiatives.

(d) Capital Expenditures

Total capital expenditures are projected to increase from $1.3 million in FY 2009, to $1.9 million in FY 2010. Thereafter, capital expenditures are projected to increase significantly in FY 2011 through FY 2014 for initiatives to drive growth including remodels of existing restaurants, investments in the manufacturing facility, technology and new restaurant openings.

(e) Working Capital

Investments in working capital are expected to remain relatively constant over the course of the Projection Period.

(f) Fresh Start Accounting

The pro forma balance sheet adjustments contained herein account for the reorganization and related transactions pursuant to the Plan, but excludes the implementation of "fresh start" accounting pursuant to Statement of Position 90-7 (**"SOP 90-7"**), *Financial Reporting by Entities in Reorganization Under the Bankruptcy Code*, as issued by the American Institute of Certified Public Accountants.

(g) Debt

The Plan contemplates the entry by the Reorganized Uno Companies into a (i) New First Lien Facility comprised of a $28 million first lien revolving credit facility, and (ii) the potential issuance of New Second Lien Notes in an aggregate principal amount of $27 million. The terms and conditions incorporated into the projection related to each of these debt instruments (including interest rates, maturity, etc.) are illustrative and make general assumptions taking into account current financing market conditions. The actual terms and conditions will be subject to obtaining financing from a combination of new third party lenders and existing lenders, and further subject to definitive documentation, which may have terms and conditions materially different from those assumed herein.

(h) Equity

Upon the Effective Date 100% of the New Common Stock issued by New Uno will be held by the Senior Secured Noteholders (subject to dilution resulting from the issuance of New Common Stock and/or warrants in connection with the Consulting Agreement and the Management Incentive Plan).

The above Financial Projections are based on assumptions that are inherently uncertain and unpredictable. The operating and financial information contained in the Reorganized Uno Companies' Financial Projections has been prepared by Management and reflect Management's

current estimates of the Reorganized Uno Companies' future performance. The projections and assumptions have not been reviewed or independently verified by any third party. The projected results are dependent on the successful implementation of Management's growth strategies and are based on assumptions and events over which, in many cases, the Reorganized Uno Companies will have only partial or no control. The selection of assumptions underlying such Financial Projections require the exercise of judgment, and the Financial Projections are subject to uncertainty due to the effects that economic, business, competitive, legislative, political or other changes may have on future events. Changes in the facts or circumstances underlying such assumptions could materially affect the Financial Projections. To the extent that assumed events do not materialize, actual results may vary substantially from the Financial Projections. As a result, no assurance can be made that the Reorganized Uno Companies will achieve the operating results set forth in the Financial Projections, nor can there be any assurance that results will not vary, perhaps materially and/or adversely from the Financial Projections.

Any statement included in the Plan or Disclosure Statement regarding plans, objectives, goals, strategies, future events or performance of the Reorganized Uno Companies, including the above Financial Projections, are based on various assumptions, many of which in turn are based on other assumptions that Management believes to be reasonable but which are inherently uncertain and unpredictable. The assumptions underlying the Financial Projections may be incomplete and inaccurate, and unanticipated events and circumstances are likely to occur. For these reasons, actual results achieved during periods covered may vary from the Financial Projections, and such variations may be material or adverse. The Financial Projections are included solely to provide holders of Claims with information concerning estimates of future operating results based on the assumptions, and no representation is intended that such results will be achieved. The Reorganized Uno Companies make no representation or warranty as to the accuracy or completeness of any of the foregoing information

C. VALUATION

In conjunction with formulating the Plan, the Debtors have estimated the going-concern enterprise value of the Reorganized Debtors. At the Debtors' request, Jefferies performed an analysis of the estimated reorganization value of the Reorganized Debtors on a going-concern basis. Jefferies' valuation was initially prepared in March 2010 and subsequently updated for the new Financial Projections.

1. Valuation Overview

The valuation estimates set forth herein represent an estimated reorganization value that was developed solely for the purpose of the Plan. Jefferies' estimated valuation assumes that the Reorganized Uno Companies will continue as a going concern and operate and perform in a manner consistent with the Financial Projections. The estimate reflects the computations of the estimated enterprise value and equity values of the Reorganized Uno Companies through the application of various generally accepted valuation techniques and does not constitute appraisals of the Reorganized Uno Companies' assets.

In preparing its analysis, Jefferies has, among, other things: (i) reviewed certain recent financial results of the Company, (ii) reviewed certain internal financial and operating data of the Company; (iii) met and discussed with certain senior executives the current operations and prospects of the Company; (iv) reviewed certain operating and financial forecasts prepared by the Company including the Financial Projections which were prepared in April 2010; (v) discussed with certain senior executives of the Company key assumptions related to the Financial Projections; (vi) prepared a discounted cash flow analysis based on the Financial Projections, utilizing various discount rates; (vii) considered the

market value and trading multiples of certain publicly-traded companies in businesses reasonably comparable to the operating business of the Company; (viii) considered the value and implied acquisition multiples assigned to certain precedent merger and acquisition transactions for businesses similar to the Company, as well as certain economic and industry information relevant to the operating business of the Company and (ix) conducted such other analyses as Jefferies deemed necessary under the circumstances.

Jefferies assumed, without independent verification, the accuracy, completeness, and fairness of all of the financial and other information available to it from public sources or as provided to Jefferies by the Debtors or their representatives. Jefferies also assumed that the Financial Projections have been reasonably prepared on a basis reflecting the Debtors' best estimates and judgment as to future operating and financial performance (and Jefferies expresses no view as to the Financial Projections or the assumptions on which they are made). Jefferies did not make any independent evaluation or appraisal of the Debtors' assets or liabilities (and Jefferies does not assume any responsibility to obtain such evaluation or appraisal), nor did Jefferies verify any of the information it reviewed. To the extent the estimated valuation is dependent upon the Reorganized Uno Companies' achievement of the results upon which the Financial Projections are based, the estimated valuation must be considered speculative. Jefferies does not make any representation or warranty as to the fairness of the terms of the Plan.

In addition to the foregoing, Jefferies relied upon the following assumptions in arriving at its estimated valuation of the Reorganized Uno Companies:

(a) The Effective Date occurs on or about June 27, 2010;

(b) The Debtors are able to recapitalize with adequate liquidity as of the Effective Date;

(c) The Debtors are able to implement the Plan in the manner described herein;

(d) The pro forma net debt levels of the Reorganized Uno Companies would be approximately $40 million[10] immediately following the Effective date; and

(e) General financial and market conditions as of the Effective Date will not differ materially from the conditions prevailing as of the date of this Disclosure Statement and assumed in the Financial Projections.

2. Methodology

Jefferies has utilized generally accepted valuation methodologies in estimating the going concern value of the Reorganized Uno Companies. The three methodologies upon which Jefferies primarily relied are (i) comparable public company analysis (**"Comparable Public Company Analysis"**), (ii) comparable M&A transactions analysis (**"Comparable M&A Transaction Analysis"**) and (iii) discounted cash flow analysis (**"DCF Analysis"**). These valuation methodologies reflect a good faith estimate of the market's current view of the Debtors' business plan and operations.

THE FOLLOWING SUMMARY DOES NOT PURPORT TO BE A COMPLETE DESCRIPTION OF THE ANALYSES AND FACTORS UNDERTAKEN TO SUPPORT JEFFERIES' CONCLUSIONS. THE PREPARATION OF A VALUATION IS A COMPLEX PROCESS INVOLVING VARIOUS

[10] Excludes letters of credit, estimated to be $8.5m.

DETERMINATIONS AS TO THE MOST APPROPRIATE ANALYSES AND FACTORS TO CONSIDER, AS WELL AS THE APPLICATION OF THOSE ANALYSES AND FACTORS UNDER THE PARTICULAR CIRCUMSTANCES. AS A RESULT, THE PROCESS INVOLVED IN PREPARING A VALUATION IS NOT READILY SUMMARIZED.

(a) Comparable Public Company Analysis

The Comparable Public Company Analysis estimates the value of a company based on a comparison of such company's financial statistics with the financial statistics of other public companies that are similar to the subject company. Criteria for selecting comparable companies for this analysis include, among other relevant characteristics, similar lines of businesses, business risks, growth prospects, maturity of businesses, market presence, size, and scale of operations. The analysis establishes benchmarks for valuation by deriving financial multiples and ratios for the comparable companies, standardized using common variables such as EBITDA. In order to avoid distortion, of the valuation, it is common to normalize the results of the Company being valued, for example, by excluding non-recurring extraordinary items.

(b) Comparable M&A Transaction Analysis

The Comparable M&A Transaction Analysis estimates the value of a company based on a comparison of prior merger acquisition transactions of a controlling stake in other companies that are similar to the subject company. Criteria for selecting comparable companies for this analysis are similar to those cited in the Comparable Public Company Analysis.

(c) DCF Analysis

The DCF Analysis valuation methodology relates the value of an asset or business to the present value of expected future cash flows to be generated by that asset or business. The DCF Analysis is a "forward looking" valuation methodology approach that discounts the expected future cash flows by a theoretical or observed discount rate determined by calculating the average cost of debt and equity for publicly traded companies that are similar to the subject company. This approach has two components: (a) the present value of the projected un-levered after-tax free cash flows for a determined period and (b) the present value of the terminal value of cash flows (representing firm value beyond the time horizon of the Financial Projections).

3. Valuation of the Reorganized Uno Companies

An estimate of the total enterprise value is not entirely mathematical, but rather it involves complex considerations and judgments concerning various factors that could affect the value of an operating business. Moreover, the value of an operating business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in factors affecting the financial conditions and prospects of such a business. As a result, the estimates of total enterprise value set forth herein are not necessarily indicative of actual outcomes, which may be significantly more or less favorable that those set forth herein. Based upon the analyses detailed above, Management's Financial Projections, the assumptions made, matters considered and limits of review also set forth above, Jefferies estimated the total enterprise value range of the Reorganized Uno Companies to range between $110 million and $130 million with a midpoint of approximately $120 million. The common equity value for the Reorganized Uno Companies, which takes into account the total reorganization value less estimated net debt and capital lease obligations outstanding as of June 27, 2010, was estimated to be between $70 million and $90 million, with a midpoint of approximately $80 million as of June 27, 2010.

THE FOREGOING VALUATION IS BASED UPON A NUMBER OF ESTIMATES AND ASSUMPTIONS WHICH ARE INHERENTLY SUBJECT TO SIGNIFICANT UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE COMPANY AND JEFFERIES. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE RANGES REFLECTED IN THE ESTIMATED VALUATION WOULD BE REALIZED IF THE PLAN WERE TO BECOME EFFECTIVE, AND ACTUAL RESULTS COULD VARY MATERIALLY FROM THOSE SHOWN HERE. ADDITIONALLY, THE POST-REORGANIZATION VALUE ESTIMATED BY JEFFERIES DOES NOT NECESSARILY REFLECT, AND SHOULD NOT BE CONSTRUED AS REFLECTING VALUES THAT MAY BE ASCRIBED TO THE COMPANY'S SECURITIES IN THE PUBLIC OR PRIVATE MARKETS. ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY AFFECT JEFFERIES' VALUATION, JEFFERIES DOES NOT HAVE ANY OBLIGATION TO UPDATE, REVISE OR REAFFIRM ITS VALUATION.

VIII.

CERTAIN FACTORS AFFECTING THE DEBTORS

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Risk of Non-Confirmation of the Plan of Reorganization

Although the Plan Proponents believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate resolicitation of votes.

2. Non-Consensual Confirmation

In the event any impaired class of claims or interests entitled to vote on a plan of reorganization does not accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. See Section IX.B.2 below, entitled "CONFIRMATION OF THE PLAN OF REORGANIZATION; Requirements for Confirmation of the Plan of Reorganization; Requirements of Section 1129(b) of the Bankruptcy Code." The Plan Proponents believe that the Plan satisfies these requirements.

3. Risk of Delay in Confirmation of the Plan

Although the Plan Proponents believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to such timing.

B. ADDITIONAL FACTORS TO BE CONSIDERED

1. The Plan Proponents Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Plan Proponents have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. No Representations Outside This Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement should not be relied upon by you in arriving at your decision.

3. Financial Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary

Certain of the information contained in this Disclosure Statement is, by nature, forward looking, and contains estimates and assumptions which might ultimately prove to be incorrect, and contains projections including, without limitation, the Financial Projections, which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, including, without limitation, the projections and Financial Projections and estimates herein should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

4. Plan Proponents Could Withdraw the Plan

Under the Plan, the Plan Proponents could withdraw the Plan with respect to any Debtors and proceed with confirmation of the Plan with respect to any other Debtors.

5. No Legal or Tax Advice Is Provided to You by This Disclosure Statement

The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each holder of a Claim or Interest should consult his, her, or its own legal counsel and accountant as to legal, tax and other matters concerning his, her, or its Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

6. No Admission Made

Nothing contained herein shall constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or on holders of Claims or Interests.

7. A Liquid Trading Market for the New Common Stock is Unlikely to Develop

A liquid trading market for the New Common Stock is unlikely to develop. As of the Effective Date, the New Common Stock will not be listed for trading on any stock exchange or trading system and the Reorganized Uno Companies will not file any reports with the SEC. Consequently, the trading liquidity of the New Common Stock will be limited as of the Effective Date. The future liquidity of the trading markets for New Common Stock will depend, among other things, upon the number of holders of such securities, whether such securities become listed for trading on an exchange or trading system at some future time and whether the Reorganized Uno Companies begin to file annual and quarterly reports with the SEC.

8. Business Factors and Competitive Conditions

(a) General Economic Conditions

During the past two years, the US economy has been hampered by volatile oil and gas prices, depressed home prices, declines in consumer spending and increased unemployment which has resulted in depressed traffic and decreasing same store sales for the Debtors as well as the entire casual dining sector. The economic downturn combined with an over-leveraged balance sheet has limited

Management's ability to execute their original business plan and forced them to focus on maintaining adequate liquidity. As part of the Debtors' restructuring, the Debtors have, and will continue to close unprofitable stores, renegotiate unfavorable leases and streamline their operations.

In the Financial Projections, the Debtors have assumed that the general economic conditions of the United States economy will improve over the next several years. The stability of economic conditions is subject to many factors outside the Debtors' control, including interest rates, inflation, unemployment rates, consumer spending, war, terrorism and other such factors. Any one of these or other economic factors could have a significant impact on the operating performance of the Reorganized Uno Companies. There is no guarantee that economic conditions will improve in the near term.

(b) Implementation of Business Plan

The Debtors believe that they will succeed in implementing and executing their business plan and financial restructuring. However, there are risks that the goals of the Debtors' going-forward business plan and financial restructuring strategy will not be achieved. In such event, the Debtors may be unable to refinance maturing term debt or be forced to sell all or parts of their business, develop and implement further restructuring plans not contemplated herein or become subject to further insolvency proceedings.

(c) Fluctuation Due to Seasonality

The Debtors' business is subject to seasonal fluctuations. As of the date hereof, 77 of the Debtors' 91 Company-operated restaurants were located in the Northeast and Mid-Atlantic regions of the United States. Historically, sales in these restaurants have been higher during their third and fourth fiscal quarters, which occur during the summer months when patrons are more likely to go out to eat. Weekend winter storms and inclement weather generally impacts the Debtors' restaurant sales negatively during their first and second fiscal quarters. In addition, the timing of the Debtors' store openings and closures (which to some extent are affected by the seasonality) also impacts the Debtors' sales and operating income.

(d) High Concentration in the Northeast and Mid-Atlantic Regions

Approximately 85% of the Debtors' Company-operated restaurants are located in the Northeast and Mid-Atlantic regions of the United States. As a result, severe or prolonged economic recession or changes in demographic mix, employment levels, population density, geopolitical factors, terrorist activity, weather, regulatory environment, real estate market conditions, availability of labor or other factors specific to those regions may adversely affect the Debtors more than certain of their competitors whose businesses are more geographically diverse. Moreover, as a result of the Debtors' present geographic concentration, any adverse publicity relating to their restaurants could have a more pronounced effect on their overall revenues than might be the case if their restaurants were more broadly dispersed.

(e) Uncertainty Regarding Performance of Future Restaurants

The Debtors cannot be certain that the restaurants they open in the future will perform as well as the recently opened restaurants. The Debtors may encounter difficulty finding successful locations for future new restaurants. Restaurant sales, cash flows and return on investment for future restaurants may be lower than what the Debtors hope to achieve from their current restaurants. Individual

unit investment costs for future restaurants may also be higher than expected due to a variety of factors, including competition for sites, location, construction costs, unit size and the mix of facility conversions, build-to-suit and leased locations. Any of these factors could cause future restaurants to be less successful than the Debtors' recently opened restaurants.

The addition of new restaurants may also adversely affect the operating performance of the Debtors' existing restaurants. Locating a new restaurant in close proximity to an existing one could cause one restaurant to lose business to the other. Similarly, inconsistent quality or service at a new restaurant could turn guests away from both new and existing restaurants.

(f) Dependence on Locations

The success of the Debtors' restaurants is significantly influenced by location. Many of the Debtors' restaurants are located in large suburban shopping centers and regional malls, and are dependent on high visitor rates to attract guests to such restaurants. If visitors to these centers decline for any reason, including economic conditions, demographic patterns, road construction, changes in consumer preferences or shopping patterns, changes in discretionary consumer spending or otherwise, the Debtors' restaurant sales at those locations could decline significantly.

(g) Highly Competitive Business Environment

Competition in the restaurant industry is intense. The Debtors compete principally with moderately priced, casual dining, full-service restaurants primarily on the basis of the quality of food, menu selection, price, service and decor. Changes in consumer tastes, preferences, demographics and discretionary spending patterns will affect their competitive position. The Debtors also compete intensely for real estate sites, personnel and qualified franchisees. Some of the Debtors' competitors may have substantially greater financial resources and longer operating histories than the Debtors.

In addition to national restaurant chains, the Debtors' competitors in the restaurant industry include regional and local chains, as well as local owner-operated restaurants.

Furthermore, the Debtors' consumer products business competes with national and regional manufacturers of pizza and pizza-related products, many of which have greater financial resources and more established channels of distribution than the Debtors. The Debtors compete with these manufacturers on the basis of brand awareness, access to retail locations, price and quality of food.

(h) Delays in Restaurant Openings

Both the Debtors and franchisees have experienced delays in restaurant openings from time to time and may experience delays in the future. Delays in opening new restaurants in accordance with the plans of the Debtors and their franchisees could materially adversely affect the Debtors' expected revenues and profitability.

The ability of the Debtors and their franchisees to open new restaurants in a timely and profitable manner, and the rate the Debtors expect to open such restaurants, will depend on a number of factors, some of which are beyond their control, including:

- the availability of funding;
- the identification and availability of suitable restaurant sites;

- the negotiation of favorable leases;
- the timely development in certain cases of commercial, residential, street or highway construction near the Debtors' restaurants;
- the Debtors' dependence on contractors to construct new restaurants in a timely manner;
- the management of construction and development costs of new restaurants;
- the securing of required local, state and federal governmental approvals and permits; and
- the recruitment of qualified operating personnel.

(i) Qualified Employees

The success of the Debtors and their restaurants depend upon the Debtors' ability to attract and retain a sufficient number of qualified employees, including skilled management, guest service personnel and kitchen staff. The Debtors face significant competition in the recruitment of qualified employees. Any inability to recruit and retain qualified individuals may delay the planned openings of new restaurants, result in higher employee turnover, impact the Debtors' ability to provide a high quality guest experience in the Debtors' restaurants, or exert pressure on wages to attract qualified personnel. Any of these consequences would have a material adverse effect on the Debtors' business and results of operations.

(j) Increases in Expenses

A significant portion of the Debtors' operating expenses consists of food and labor costs. Various factors beyond the Debtors' control, including adverse weather conditions, governmental regulation, seasonality and other supply chain disruptions, may affect the Debtors' food and labor costs. In the past, increases in the price of cheese, produce and chicken have reduced the Debtors' operating profits.

Some of the Debtors' employees are subject to various minimum wage requirements or, although paid at rates above minimum wage, are directly affected by changes in minimum wage requirements. Minimum wage increases, changes in other governmental requirements relating to employee benefits, such as health benefits and leaves of absence, may also increase the Debtors' labor costs. Furthermore, changes in employee benefit laws, along with price increases in contracts with insurance and other employee benefit providers may increase the cost of providing insurance.

The Debtors' operating expenses also include utility costs. Various regions of the United States in which the Debtors operate multiple restaurants have experienced significant increases in utility prices. Many other factors, including the impact of inflation, may also increase the Debtors' overall operating expenses.

As operating expenses increase, the Debtors, to the extent permitted by the Debtors' competition, recover increased costs by increasing menu prices, reviewing and implementing alternative products or processes that are less expensive or by implementing other cost reduction procedures. The

Debtors believe customers are attracted to the Debtors' restaurants because of the Debtors' strong value proposition. Therefore, the Debtors may not seek to or be able to pass along price increases to the Debtors' customers. If the Debtors are forced to raise the Debtors' menu prices, those increases could cause the Debtors' customers to visit lower-priced restaurants rather than the Debtors' or decide to eat at home. Failure to anticipate or react to changing costs through purchasing practices, menu composition or price adjustments, or to retain customers if the Debtors are forced to raise menu prices, could have a material adverse effect on the Debtors' business and results of operations.

(k) Changes in Rent and Other Lease Terms

As of the date hereof, all of the Debtors' Company-operated restaurants in operation are at leased premises. If the Debtors decide to close a restaurant for any reason, the Debtors may remain bound to perform the Debtors' obligations under the applicable lease, which would include, among other things, payment of the base rent for the balance of the lease term. On the other hand, with respect to restaurants that the Debtors do not want to close, upon the expiration of some of these leases and their renewal options, if any, the Debtors may not be able to renew these leases, or, if they are renewed, rents may increase substantially. Any of these events could materially adversely affect the Debtors. Some of the Debtors' leases are subject to renewal options at fair market value, which could involve substantial rent increases, or are subject to renewal with scheduled rent increases, which could result in rents being above fair market value.

(l) Dependence Upon Frequent Deliveries of Supplies

The Debtors' ability to maintain consistent and high quality products throughout their restaurants depends in part upon the Debtors' ability to acquire fresh food ingredients from reliable sources in accordance with the Debtors' specifications. The Debtors have contracts with a number of suppliers for the distribution of fresh produce, dairy products, meat, chicken and other food products to the Debtors' restaurants. If any supplier does not perform adequately or otherwise fails to distribute products or supplies to the Debtors' restaurants in a timely manner, the Debtors may experience shortages of food and other items if they cannot replace the supplier in a short period of time on acceptable terms. This may result in the removal of certain items from a restaurant's menu or the temporary closure of a restaurant. If the Debtors temporarily close a restaurant or remove popular items from a restaurant's menu, that restaurant may experience a significant reduction in revenue during the time affected by the shortage or thereafter due to a decline in guest traffic.

(m) Franchisees' Operations or Actions

The Debtors success and continued growth are partially dependent on the manner in which their franchisees develop and operate restaurants operated by franchisees. The Debtors provide training and support to franchisees, but any number of factors beyond the Debtors' control may diminish the quality of franchised restaurant operations. For example, the Debtors' franchisees may not hire and train qualified managers and other restaurant personnel. In addition, the Debtors' existing or future franchisees may not have the business abilities or access to financial resources necessary to successfully develop, open or operate restaurants in their franchise areas in a manner consistent with the Debtors' standards. As a result of numerous state franchise laws, the Debtors may have difficulty terminating underperforming franchise locations or franchisees that do not meet the Debtors' standards. Further, if franchisees do not operate in accordance with the Debtors' standards, the Debtors' image and reputation may suffer materially and system-wide sales throughout the Debtors' restaurants, both company and franchisee-operated, could significantly decline. The failure of franchisees to operate successfully could

have a material adverse effect on the Debtors' reputation, the Debtors' brand, and the Debtors' ability to attract prospective franchisees.

In addition, the Debtors may be unable to identify and attract new franchisees necessary to achieve the Debtors' business strategy, or the Debtors' franchisees may not open as many restaurants as the Debtors expect.

(n) Consumer Preferences or Discretionary Consumer Spending

Restaurants are largely dependent upon consumer trends with respect to tastes, eating habits, public perception toward certain food groups and discretionary spending priorities. Further, the restaurant industry is characterized by the continual introduction of new concepts and is subject to rapidly changing consumer preferences. The Debtors' continued success depends, in part, upon the popularity of the Debtors' Chicago-style, deep-dish pizza, the Debtors' menu items, and the Debtors' casual and fun dining atmosphere. The Debtors are subject to the risk that consumer preferences could be affected by diet trends or health concerns about the consumption of particular food products, such as beef, chicken and carbohydrates. Shifts in consumer preferences away from the Debtors' menu offerings or dining style could materially and adversely affect their future profitability. In addition, the Debtors may be forced to make changes in their concepts and menus in order to respond to changes in consumer tastes or dining patterns or the popularity of competing concepts. If the Debtors change the Debtors' restaurant concept or menu, the Debtors may lose guests who do not prefer the Debtors' new concept or menu, and may not be able to attract sufficient guest traffic to produce the revenue needed to make their restaurants profitable.

Similarly, the Debtors' consumer products business could also be affected by these changes in consumer preference. Shifts in consumer preferences away from the Debtors' consumer product offering could materially adversely affect the profitability of this business.

The Debtors' success also depends, to a significant extent, on numerous factors affecting discretionary consumer spending, including economic conditions, disposable consumer income and consumer confidence. Adverse changes in these factors could reduce guest traffic and demand for the Debtors' products and/or impose practical limits on pricing, either of which could have a material adverse effect on the Debtors' business and results of operations.

(o) Insurance Coverage against ''Dram Shop'' Claims

The Debtors' sale of alcoholic beverages subjects them to ''dram shop'' statutes. These statutes generally provide that an individual injured by an intoxicated person has the right to recover damages from any establishment that wrongfully served alcoholic beverages to the intoxicated person. The Debtors' dram shop insurance may not continue to be available to them at commercially reasonable prices or may not be sufficient to cover any claims against them for dram shop liability for which the Debtors may be held liable. The Debtors' business and results of operations would be materially adversely affected if the Debtors are held liable for an amount substantially in excess of their insurance coverage or if the Debtors become subject to damages that cannot by law be insured against, such as punitive damages.

(p) Senior Executives

The Debtors' senior executive officers are important to the Debtors' success because they have been instrumental in setting the Debtors' strategic direction, operating the Debtors' business,

identifying, recruiting and training key personnel and identifying business opportunities. The loss of one or more of these key executive officers could impair the Debtors' business and development until qualified replacements are found. The Debtors believe that these executives could not quickly be replaced with executives of equal experience and capabilities. Although the Debtors have employment agreements with some of these executives, the Debtors could not prevent them from terminating their employment with the Debtors. Moreover, the Debtors do not maintain key person life insurance policies on any of the Debtors' executives and the loss of any key executive may have a material adverse effect on the Debtors' business.

(q) Government Regulations Compliance and Licenses and Permits

A number of federal, state, and local government laws impact the Debtors' restaurant operating costs. Various federal and state labor laws govern the Debtors' relationship with the Debtors' employees and affect the Debtors' operating costs. These laws include minimum wage requirements, anti-discrimination regulations, as well as laws relating to overtime pay, unemployment tax rates, workers' compensation rates and citizenship and residency in employment practices. Changes in these laws can materially adversely affect the Debtors' operating costs.

The Debtors' restaurants, company as well as franchisee-operated, are subject to licensing and regulation by a number of government authorities, including alcoholic beverage control, health, safety, sanitation, zoning, building and fire agencies in the states or municipalities in which the restaurants are located. The failure to maintain necessary licenses, permits or approvals, including food and alcoholic beverages licenses, or to comply with other government regulations could have a material adverse affect on the Debtors' business and results of operations. In addition, difficulties or failure in obtaining any required licenses and approvals will result in delays in, or cancellations of, the opening of new restaurants.

The Debtors are also subject to federal regulations and certain state laws that govern the offer and sale of franchises. Many state franchise laws impose substantive requirements on the Debtors' franchise agreements, including limitations on non-competition provisions and the termination or non-renewal of a franchise. Difficulties in obtaining the approval to sell franchises or failure to comply with applicable franchise regulations would have a material adverse effect on the Debtors' business and results of operations and their plans for expansion.

(r) Negative Publicity

Negative publicity, regardless of whether the allegations are valid, concerning food quality, food safety or other health concerns, restaurant facilities, employee relations or other matters related to the Debtors' business may materially adversely affect demand for their food and could result in a decrease in customer traffic to their restaurants and diminished sales for their consumer products. Additionally, the Debtors may be the subject of complaints or litigation arising from food-related illness or injury in general, which could have a negative impact on their business.

It is critical to the Debtors' reputation that the Debtors maintain a consistent level of high quality at both of their Company-operated and restaurants operated by franchisees, as well as for all of the Debtors' consumer products. Health concerns, poor food quality and operating issues stemming from one or a number of restaurants can materially adversely affect the operating results of some or all of the Debtors' restaurants and harm their Uno brand. Moreover, because of the geographic concentration of the Debtors' restaurants in the Northeast and Mid-Atlantic regions, negative publicity regarding any of the Debtors' Company-operated or restaurants operated by franchisees could spread quickly throughout these

areas and adversely impact the customer traffic at the Debtors' other locations. Negative publicity regarding the Debtors' consumer products could adversely affect their Uno brand and likewise lead to declines in guest traffic at the Debtors' restaurants, in addition to lower demand for the consumer products.

In recent years, a number of restaurant companies have been subject to lawsuits, including class action lawsuits, alleging violations of federal and state law regarding workplace and employment matters, discrimination and similar matters. A number of these lawsuits have resulted in the payment of substantial damages by the defendants. The Debtors may also become the subject of complaints or allegations from current, former or prospective employees or consumers from time to time. Any of these lawsuits or claims could have a material adverse effect on the Debtors' business and results of operations, regardless of whether the allegations are valid or whether the Debtors are liable.

(s) Intellectual Property

The Debtors' business prospects and goodwill among customers depend in part on the Debtors' ability to perpetuate favorable consumer recognition of the Uno brand. The Debtors regard their trademarks, service marks, trade dress, business know-how and proprietary recipes as having significant value and as being an important factor in the marketing of their restaurants and consumer products. The Debtors' continued growth will depend, in part, on their ability to maintain brand awareness through the use of their trademarks and service marks and their other intellectual property, including the Debtors' trade dress. The Debtors devote substantial resources to the establishment, enforcement and protection of their trademarks, service marks and other proprietary intellectual property rights. The Debtors rely on the intellectual property laws and/or contractual arrangements, such as franchising, development and license agreements, to establish, enforce and protect their intellectual property rights, including but not limited to brand names, business processes, recipes, customer lists, and similar proprietary rights.

There can be no assurance that the actions that the Debtors have taken to establish and protect their trademarks, service marks and other intellectual property will be adequate to prevent third parties or franchisees from infringing the Debtors' intellectual property rights. Even if the Debtors have registered protection for those rights, under certain circumstances they may not be able to enforce their rights against prior users of all trademarks, service marks or trade dress that are confusingly similar to any of the Debtors' trademarks, service marks or trade dress and are used in connection with the same or related products or services as the Debtors'. This could diminish the strength of the Debtors' trademarks, service marks and trade dress and could have a negative effect on the Uno brand and the Debtors' goodwill with their customers.

Furthermore, in the future, the Debtors may have to rely on litigation to enforce their intellectual property rights and contractual rights. If litigation that the Debtors initiate is unsuccessful, they may not be able to protect the value of some of their intellectual property. In addition, although the Debtors do not believe that their products or services infringe the intellectual property rights of third parties, they may face claims of infringement that could interfere with the Debtors' ability to sell some of their products or offer some of their services. In the event a claim of infringement against the Debtors is successful, the Debtors may be required to pay royalties or license fees to continue to use intellectual property rights that they had been using or they may be unable to obtain necessary licenses from third parties at a reasonable cost, within a reasonable time or at all. Any litigation of this type, whether successful or unsuccessful, could result in substantial costs to the Debtors, and diversions of their resources.

(t) Concentration among a Few Key Customers

A significant portion of the Debtors' consumer products business is derived from a small number of customers. In Fiscal Year 2009, the Debtors' largest customer accounted for 32.5% of the Debtors' total consumer product sales or 3.6% of the Debtors' consolidated revenues. While the Debtors intend to diversify their customer base, they may not be successful in doing so, in which case a significant portion of the Debtors' future revenues will continue to be derived from sales to a small number of customers. Any adverse changes in the financial condition of the Debtors' major customers, any loss of their major customers, or any meaningful reduction in the level of sales to any of these customers could have a material adverse impact on their consumer products business. If the Debtors' principal customers do not continue to purchase products from the Debtors at current levels or if such customers are not retained and the Debtors are not able to derive sufficient revenues from sales to new customers to compensate for their loss, the Debtors' revenues and profitability would decline.

(u) Access to Financing

The Debtors' operations are dependent on the availability and cost of working capital financing and may be adversely affected by any shortage or increased cost of such financing. The Debtors believe that substantially all of their needs for funds necessary to consummate the Plan and for post-Effective Date working capital financing will be met by the exit financing comprised of the New First Lien Facility and the potential issuance of New Second Lien Notes. If, however, the Reorganized Uno Companies require working capital and other financing greater than that provided by such sources, they may be required either to (i) obtain additional sources of financing or (ii) curtail their operations. There can be no assurance the Debtors will be able to obtain any needed additional financing on reasonable terms or at all.

9. Variances from Financial Projections

The fundamental premise of the Plan is the reduction of the Debtors' debt levels and the implementation and realization of the Debtors' business plan, as reflected in the Financial Projections contained in this Disclosure Statement. The Financial Projections reflect numerous assumptions concerning the anticipated future performance of the Reorganized Uno Companies, some of which may not materialize. Such assumptions include, among other items, assumptions concerning the U.S. economy, the ability to make necessary capital expenditures, the ability to retain and grow the Reorganized Uno Companies' customer base and control future operating expenses. The Debtors believe that the assumptions underlying the Financial Projections are reasonable. However, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect the actual financial results of the Reorganized Uno Companies. Therefore, the actual results achieved throughout the periods covered by the Financial Projections necessarily will vary from the projected results, and such variations may be material and adverse.

C. CERTAIN TAX MATTERS

For a summary of certain federal income tax consequences of the Plan to holders of Claims and to the Debtors, see Section XI below, entitled "CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN."

IX.

CONFIRMATION OF THE PLAN OF REORGANIZATION

A. CONFIRMATION HEARING

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a plan of reorganization. As set forth in the Disclosure Statement Order, the Bankruptcy Court has scheduled the Confirmation Hearing for **Monday, June 21, 2010 at 11:00 a.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or interests held or asserted by the objector against the Debtors' estate(s) or property, the basis for the objection and the specific grounds therefor, and must be filed with the Bankruptcy Court, with a copy to Chambers, together with proof of service thereof, and served upon the following parties so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on Monday, June 14, 2010**:

Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attn: Joseph H. Smolinsky Attorneys for Debtors and Debtors in Possession	Cooley Godward Kronish LLP 1114 Avenue of the Americas New York, New York 10036 Attn: Jay R. Indyke Attorneys for the Creditors' Committee
Bingham McCutchen LLP One Federal Street Boston, Massachusetts 02110 Attn: Julia Frost-Davies and Andrew J. Gallo Attorneys for Wells Fargo Capital Finance, Inc. as Administrative Agent for the Prepetition Lenders and DIP Lenders	Dorsey & Whitney LLP 50 South Sixth Street, Suite 1500 Minneapolis, Minnesota 55402 Attn: Katherine A. Constantine Attorneys for U.S. Bank National Association as Senior Secured Notes Indenture Trustee
Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, New York 10036 Attn: Michael Stamer, Philip Dublin and Kristina Wesch Attorneys to the Majority Noteholder Group	Office of the United States Trustee for the Southern District of New York 33 Whitehall Street 21st Floor, New York NY 10004 Attn: Paul K. Schwartzberg

Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014. UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

B. REQUIREMENTS FOR CONFIRMATION OF THE PLAN OF REORGANIZATION

1. Requirements of Section 1129(a) of the Bankruptcy Code

(a) General Requirements

At the Confirmation Hearing, the Bankruptcy Court will determine whether the following confirmation requirements specified in Section 1129 of the Bankruptcy Code have been satisfied:

(1) The Plan complies with the applicable provisions of the Bankruptcy Code.

(2) The Plan Proponents have complied with the applicable provisions of the Bankruptcy Code.

(3) The Plan has been proposed in good faith and not by any means proscribed by law.

(4) Any payment made or promised by the Plan Proponents or by a Person issuing securities or acquiring property under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.

(5) The Plan Proponents have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director or officer of the Reorganized Uno Companies, an affiliate of the Debtors participating in a Plan with the Debtors, or a successor to the Debtors under the Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity holders and with public policy, and the Plan Proponents have disclosed the identity of any insider that will be employed or retained by the Reorganized Uno Companies, and the nature of any compensation for such insider.

(6) With respect to each Class of Claims or Interests, each holder of an Impaired Claim or Impaired Interest either has accepted the Plan or will receive or retain under the Plan on account of such holder's Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date under Chapter 7 of the Bankruptcy Code. See discussion of "Best Interests Test" below.

(7) Except to the extent the Plan meets the requirements of Section 1129(b) of the Bankruptcy Code (discussed below), each Class of Claims or Interests has either accepted the Plan or is not Impaired under the Plan.

(8) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that Administrative Expense Claims and Priority Claims other than Priority Tax Claims, will be paid in full on the Effective

Date and that Priority Tax Claims will receive on account of such Claims deferred Cash payments, over a period not exceeding five years after the Petition Date, of a value, as of the Effective Date, equal to the allowed amount of such Claims.

(9) At least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in such Class.

(10) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan. See discussion of "Feasibility" below.

(11) The Plan provides for the continuation after the Effective Date of payment of all "retiree benefits" (as defined in Section 1114 of the Bankruptcy Code), at the level established pursuant to Subsection 1114(e)(1)(B) or 1114(g) of the Bankruptcy Code at any time prior to confirmation of the Plan, for the duration of the period the Debtors have obligated themselves to provide such benefits, if any.

(b) The Best Interests Test and the Debtors' Liquidation Analysis

Pursuant to Section 1129(a)(7) of the Bankruptcy Code (often called the **"Best Interests Test"**), holders of Allowed Claims and Interests must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan's assumed Effective Date, that is not less than the value such non-accepting holder would receive or retain if the Debtors were to be liquidated under chapter 7 of the Bankruptcy Code (**"Chapter 7"**).

The first step in meeting the Best Interests Test is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors' assets and properties in the context of Chapter 7 cases. The gross amount of cash available would be the sum of the proceeds from the disposition of the Debtors' assets and the cash held by the Debtors at the time of the commencement of the Chapter 7 cases. The next step is to reduce that total by the amount of any claims secured by such assets, the costs and expenses of the liquidation, and such additional administrative expenses and priority claims that may result from the termination of the Debtors' business and the use of Chapter 7 for the purposes of liquidation. Any remaining net cash would be allocated to creditors and shareholders in strict priority in accordance with Section 726 of the Bankruptcy Code (see discussion below). Finally, taking into account the time necessary to accomplish the liquidation, the present value of such allocations may be compared to the value of the property that is proposed to be distributed under the Plan on the Effective Date.

The Debtors' costs of liquidation under Chapter 7 would include the fees payable to a Chapter 7 trustee in bankruptcy, as well as those that might be payable to attorneys and other professionals that such a trustee may engage, plus any unpaid expenses incurred by the Debtors during the Chapter 11 Cases and allowed in the Chapter 7 cases, such as compensation for attorneys, financial advisors, appraisers, accountants and other professionals, and costs and expenses of members of any statutory committee of unsecured creditors appointed by the United States Trustee pursuant to Section 1102 of the Bankruptcy Code and any other committee so appointed. Moreover, in a Chapter 7 liquidation, additional claims would arise by reason of the breach or rejection of obligations incurred and executory contracts or leases entered into by the Debtors both prior to, and during the pendency of, the Chapter 11 Cases.

The foregoing types of claims, costs, expenses, fees and such other claims that may arise in a liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay pre-Chapter 11 priority and unsecured claims. Under the absolute priority rule, no junior creditor would receive any distribution until all senior creditors are paid in full, with interest, and no equity holder receives any distribution until all creditors are paid in full, with interest.

The Debtors, with the assistance of their restructuring and financial advisors, have prepared the foregoing hypothetical liquidation analysis (the **"Liquidation Analysis"**) in connection with the Disclosure Statement.

After consideration of the effects that a Chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in a Chapter 11 case, including (i) the increased costs and expenses of a liquidation under Chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee, (ii) where applicable, the erosion in value of assets in a Chapter 7 case in the context of the expeditious liquidation required under Chapter 7 and the "forced sale" atmosphere that would prevail and (iii) substantial increases in claims which would be satisfied on a priority basis, the Plan Proponents have determined that in a Chapter 7 case, holders of General Unsecured Claims and Interests would receive no distributions of property. Accordingly, the Plan satisfies the rule of absolute priority. Moreover, confirmation of the Plan will provide each creditor of the Debtors and each holder of an Interest with a recovery that is not less than it would receive pursuant to a liquidation of the Debtors under Chapter 7 of the Bankruptcy Code.

Moreover, the Plan Proponents believe that the value of any distributions from the liquidation proceeds to each Class of allowed claims in a Chapter 7 case would be the same or less than the value of distributions under the Plan because such distributions in a Chapter 7 case may not occur for a substantial period of time. In this regard, it is possible that distribution of the proceeds of the liquidation could be delayed for a year or more after the completion of such liquidation in order to resolve the claims and prepare for distributions. In the event litigation were necessary to resolve claims asserted in the Chapter 7 case, the delay could be further prolonged and administrative expenses further increased.

UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES AND ASSUMPTIONS REGARDING LIQUIDATION PROCEEDS THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS' MANAGEMENT AND THEIR ADVISORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO SUCH A LIQUIDATION, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.

(c) Feasibility

The Bankruptcy Code requires a debtor to demonstrate that confirmation of a plan of reorganization is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor unless so provided by the plan of reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their financial obligations as contemplated thereunder. As part of this analysis, the Debtors have requested Jefferies to review the Financial Projections prepared by the Debtors, entitled "PROJECTIONS AND VALUATION

ANALYSIS," above, and in Exhibit "B" to this Disclosure Statement. The Financial Projections are based upon the assumption that the Plan will be confirmed by the Bankruptcy Court and the Effective Date of the Plan and its substantial consummation will take place on June 27, 2010. The Financial Projections include balance sheets, statements of operations and statements of cash flows. Based upon the Financial Projections, the Debtors believe they will be able to make all payments required to be made pursuant to the Plan.

2. Requirements of Section 1129(b) of the Bankruptcy Code

The Bankruptcy Court may confirm the Plan over the rejection or deemed rejection of the Plan by a Class of Claims or Interests if the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class.

No Unfair Discrimination. This test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under a plan of reorganization. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair."

Fair and Equitable Test. This test applies to Classes of different priority (e.g., unsecured versus secured) and includes the general requirement that no Class of Claims receive more than 100% of the allowed amount of the Claims in such Class. As to the dissenting Class, the test sets different standards, depending on the type of Claims or Interests in such class:

- Secured Claims. Each holder of an impaired secured Claim either (i) retains its Liens on the property (or if sold, on the proceeds thereof) to the extent of the allowed amount of its secured claim and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such claim or (ii) receives the "indubitable equivalent" of its allowed secured claim.

- Unsecured Claims. Either (i) each holder of an impaired unsecured Claim receives or retains under the plan property of a value equal to the amount of its allowed unsecured claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive or retain any property under the plan of reorganization.

- Interests. Either (i) each Interest holder will receive or retain under the plan of reorganization property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock and (b) the value of the stock, or (ii) the holders of interests that are junior to the interests of the dissenting Class will not receive or retain any property under the plan of reorganization.

The Plan Proponents believe the Plan will satisfy both the "no unfair discrimination" requirement and the "fair and equitable" requirement notwithstanding that Class 9 (Interests) is deemed to reject the Plan, because as to Class 9 (Interests), there is no Class of equal priority receiving more favorable treatment and no Class that is junior to such a dissenting Class will receive or retain any property on account of the Claims or Interests in such Class.

X.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If the Plan is not confirmed and consummated, the alternatives to the Plan are (i) liquidation of the Debtors under Chapter 7 of the Bankruptcy Code and (ii) an alternative Chapter 11 plan of reorganization.

A. LIQUIDATION UNDER CHAPTER 7

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under Chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a Chapter 7 liquidation would have on the recovery of holders of Claims and Interests and the Debtors' liquidation analysis are set forth in Section IX above, entitled "CONFIRMATION OF THE PLAN OF REORGANIZATION"; Requirements for Confirmation of the Plan of Reorganization; Consensual Confirmation; Best Interests Test." The Plan Proponents believe that liquidation under Chapter 7 would result in smaller distributions being made to creditors than those provided for in the Plan because of (i) the likelihood that the assets of the Debtors would have to be sold or otherwise disposed of in a less orderly fashion over a shorter period of time, (ii) additional administrative expenses involved in the appointment of a Chapter 7 trustee and (iii) additional expenses and Claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of leases and other executory contracts in connection with a cessation of the Debtors' operations. In a Chapter 7 liquidation, the Plan Proponents believe that there would be no distribution to the holders of General Unsecured Claims or the holders of Interests.

B. ALTERNATIVE PLAN OF REORGANIZATION

If the Plan is not confirmed, the Plan Proponents (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different Chapter 11 plan of reorganization. Such a plan of reorganization might involve either a reorganization and continuation of the Debtors' business or an orderly liquidation of their assets under Chapter 11. With respect to an alternative plan, the Debtors have explored various alternatives in connection with the formulation and development of the Plan. The Debtors believe that the Plan, as described herein, enables creditors of the Debtors to realize the most value under the circumstances. In a liquidation under Chapter 11, the Debtors' assets would be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7, possibly resulting in somewhat greater (but indeterminate) recoveries than would be obtained in Chapter 7. Further, if a trustee were not appointed, because such appointment is not required in a Chapter 11 case, the expenses for professional fees would most likely be lower than those incurred in a Chapter 7 case. Although preferable to a Chapter 7 liquidation, the Debtors believe that any alternative liquidation under Chapter 11 is a much less attractive alternative to creditors of the Debtors than the Plan because of the greater return provided by the Plan.

XI.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of certain Claims. This discussion does not address the U.S. federal income tax consequences to holders of Claims or Interests who are fully impaired and deemed to reject the Plan or who are unimpaired or otherwise entitled to payment in full in cash under the Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the **"Tax Code"**), Treasury regulations, judicial authorities, published positions of the Internal Revenue Service (**"IRS"**) and other applicable authorities, all as in effect on the date of this document and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and are subject to significant uncertainties. The Debtors have not requested a ruling from the IRS or any other tax authority, or an opinion of counsel, with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or such other authorities. Thus, no assurance can be given that the IRS or such other authorities would not assert, or that a court would not sustain, a different position from any discussed herein.

This summary does not address foreign, state or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (*e.g.*, foreign taxpayers, small business investment companies, regulated investment companies, real estate investment trusts, controlled foreign corporations, passive foreign investment companies, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, holders that are, or hold Claims through, partnerships or other pass-through entities for U.S. federal income tax purposes, U.S. persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, expatriates and former long-term residents of the United States, persons subject to the alternative minimum tax, and persons holding Claims that are part of a straddle, hedging, constructive sale or conversion transaction). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it apply to any person that acquires any of the New Common Stock in the secondary market.

This discussion assumes that the Claims and the New Common Stock are held as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Tax Code. In addition, this discussion assumes that the form of the transactions contemplated by the Plan is respected for U.S. federal income tax purposes.

The following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon your individual circumstances.

Internal Revenue Service Circular 230 Notice: To ensure compliance with Internal Revenue Service Circular 230, holders of Claims and Interests are hereby notified that: (A) any discussion of federal tax issues contained or referred to in this Disclosure Statement is not intended or written to be used, and cannot be used, by holders of Claims or Interests for the purpose of avoiding penalties that may be imposed on them under the Internal Revenue Code; (B) such discussion is written in connection with the promotion or marketing by the Debtors of the transactions or matters

addressed herein; and (C) holders of Claims and Interests should seek advice based on their particular circumstances from an independent tax advisor.

Consequences to the Debtors

For U.S. federal income tax purposes, the Debtors are members of an affiliated group of corporations and disregarded entities wholly owned by members of such group, of which Acquisition Parent is the common parent (the **"Original Uno Group"**). The Original Uno Group files a single consolidated U.S. federal income tax return.

The Original Uno Group has reported net operating loss (**"NOL"**) carryforwards of approximately $48.6 million for U.S. federal income tax purposes as of September 27, 2009. The Original Uno Group expects to incur further operating losses during its taxable year ending on the Effective Date. The amount of any such NOL carryforwards and other losses, and the extent to which any limitations might apply, remain subject to audit and adjustment by the IRS.

As discussed below, in connection with the Plan, the amount of the Original Uno Group's NOL carryforwards may be significantly reduced or eliminated, and other tax attributes of the Original Uno Group (such as tax basis in assets) may be reduced.

Acquisition Parent, Holdings I and Holdings II are expected to liquidate for U.S. federal income tax purposes on the Effective Date. After the Effective Date, URHC will be the common parent of a new affiliated group of corporations that will include the Reorganized Debtors or their successors (other than the Uno Parents). As a result, the Original Uno Group will terminate for U.S. federal consolidated return filing purposes on the Effective Date upon the issuance of the New Common Stock. Such termination generally results in the inclusion in income, for U.S. federal income tax purposes, of "excess loss accounts" that may exist in respect of the stock of corporate subsidiaries within the Original Uno Group or gains previously recognized on intercompany transactions among members of the Original Uno Group that are deferred under the consolidated return regulations promulgated under the Tax Code. The Debtors do not expect these rules to result in the recognition of a material amount of taxable income.

Going forward, we expect that the new affiliated group of corporations that will include the Reorganized Debtors or their successors (other than the Uno Parents), with New Uno as its parent, will file a single consolidated U.S. federal income tax return. This reorganized group of corporations shall be referred to as the **"Uno Group"**.

Cancellation of Debt

In general, a debtor will have cancellation of debt (**"COD"**) income for U.S. federal income tax purposes, in an amount equal to the amount by which the indebtedness discharged exceeds the amount of Cash, the issue price of any new indebtedness and the fair market value of any other property underlying New Common Stock given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD income included in gross income for U.S. federal income tax purposes. The Tax Code allows a debtor in a bankruptcy case to exclude COD income from gross income, pursuant to a confirmed chapter 11 plan, and instead generally requires the debtor to reduce certain tax attributes – including NOL carryforwards and current year NOLs, tax credits, capital loss carryforwards, and tax basis in assets (but not below the amount of liabilities to which the debtor remains subject) – by the amount of any COD income. If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. Where the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain

circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group also be reduced. The reduction in tax attributes occurs at the beginning of the taxable year following the taxable year in which the discharge of indebtedness occurs. Any reduction in tax attributes in respect of COD income does not occur until after the determination of the taxpayer's income or loss for the taxable year in which the COD is incurred.

The Debtors expect to realize substantial COD income as a result of the implementation of the Plan, which will result in the substantial reduction to or elimination of the NOL carryforwards or other tax attributes of the Uno Group. The amount of COD income realized by reason of the consummation of the Plan will depend primarily on the fair market value of the New Common Stock being issued on the Effective Date.

Alternatively, assuming the Plan is consummated in 2010, the American Recovery and Reinvestment Act of 2009 permits the Debtors to elect to defer the inclusion of COD income resulting from the Plan, with the amount of COD income becoming includible in their income ratably over a five-taxable year period beginning in the fourth taxable year after the COD income arises. The collateral tax consequences of making such election are complex. The Debtors will consider whether to make the deferral election in connection with their annual tax return preparation.

Potential Limitations on NOL Carryforwards and Other Tax Attributes

Following the Effective Date, any remaining NOL carryforwards and certain other tax attributes (including current year NOLs) allocable to periods prior to the Effective Date (collectively, "**pre-change losses**") will be subject to an annual limitation if Section 382 of the Tax Code applies to the Reorganized Debtors as a result of the changes in ownership described below. The annual Section 382 limitations apply in addition to, and not in lieu of, the use of attributes or the attribute reduction that results from the COD arising in connection with the Plan. Absent an election to defer the inclusion of COD income, the Debtors believe that there will be no material NOL carryforwards remaining after the Effective Date to which Section 382 of the Tax Code would apply due to the expected reduction of tax attributes on account of the excluded COD income as discussed above.

Under Section 382 of the Tax Code, if a corporation (or consolidated group) undergoes an "ownership change," and the corporation does not qualify for (or elects out of) the special bankruptcy exception discussed below in "Special Rules Applicable in Bankruptcy", the amount of its pre-change losses that may be utilized to offset future taxable income is subject to an annual limitation. The issuance of the New Common Stock pursuant to the Plan is expected to constitute an "ownership change" of the Uno Group for these purposes.

In general, the amount of the annual limitation to which a corporation that undergoes an ownership change will be subject is equal to the product of (i) the fair market value of the stock of the loss corporation *immediately before* the ownership change (with certain adjustments) multiplied by (ii) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (e.g., 4.03% for ownership changes occurring in May 2010). As discussed below, this annual limitation often may be increased in the event the corporation (or consolidated group) has an overall "built-in" gain in its assets at the time of the ownership change.

Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. However, if the corporation does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the

ownership change is reduced to zero, thereby precluding any utilization of the corporation's pre-change losses, absent any increases due to recognized built-in gains discussed below. Generally, NOL carryforwards expire after 20 years.

Section 382 of the Tax Code also limits the deduction of certain "built-in" losses recognized subsequent to the date of the ownership change. If a loss corporation has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income, gain, loss and deduction), then any built-in losses recognized during the following five years (up to the amount of the original net unrealized built-in loss) generally will be treated as pre-change losses and similarly will be subject to the annual limitation. Conversely, if the loss corporation has a net unrealized built-in gain at the time of an ownership change, any built-in gains recognized (or, according to an IRS notice, treated as recognized) during the following five years (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year recognized, such that the loss corporation would be permitted to use its pre-change losses against such built-in gain income in addition to its regular annual allowance. In general, a loss corporation's net unrealized built-in gain or loss will be deemed to be zero unless the actual net unrealized built-in gain or loss is greater than the lesser of (i) $10 million or (ii) 15% of the fair market value of its assets (with certain adjustments) before the ownership change.

Special Rules Applicable in Bankruptcy. The annual Section 382 limitation described above is subject to a special exception applicable in the case of a bankruptcy reorganization (the **"Section 382(l)(5) Rule"**). If a corporation qualifies for the Section 382(l)(5) Rule, the annual Section 382 limitation will not apply to the corporation's pre-change losses. Instead, a corporation's pre-change losses are required to be reduced by the amount of any interest deductions claimed during the three taxable years preceding the Effective Date, and the portion of the current taxable year ending on the date of the ownership change, in respect of all debt converted into stock pursuant to the bankruptcy reorganization (**"Disqualified Interest"**). Additionally, if the Section 382(l)(5) Rule applies and the Reorganized Debtors undergo another ownership change within two years after consummation of the plan of reorganization, then the reorganized corporation's annual limitation on the use of any pre-change losses would be reduced to zero.

A corporation will qualify for the Section 382(l)(5) Rule if (a) the corporation's pre-bankruptcy shareholders and holders of certain debt (the **"Qualifying Debt"**) receive, in respect of their claims, at least 50% of the stock of the reorganized corporation (or of a controlling corporation if also in bankruptcy) pursuant to a confirmed plan of reorganization, and (b) the corporation does not elect not to apply the Section 382(l)(5) Rule. Qualifying Debt includes any claim constituted by debt instruments which (i) were held by the same creditor for at least 18 months prior to the bankruptcy filing or (ii) arose in the ordinary course of a corporation's trade or business and have been owned, at all times, by the same creditor. Indebtedness will be treated as arising in the ordinary course of a corporation's trade or business if such indebtedness is incurred by the corporation in connection with the normal, usual or customary conduct of the corporation's business.

Where the Section 382(l)(5) Rule is not applicable (either because the debtor corporation does not qualify for it or otherwise elects not to utilize it), the annual Section 382 limitation will apply but may be calculated under a special rule (the **"Section 382(l)(6) Rule"**). Where the Section 382(l)(6) Rule applies, a corporation in bankruptcy that undergoes an ownership change pursuant to a plan of reorganization values its stock to be used in computing the Section 382 limitation by taking into account any increase in value resulting from the discharge of creditors' claims in the reorganization (rather than the value without taking into account such increases, as is the case under the general rule for non-bankruptcy ownership changes). However, unlike the Section 382(l)(5) Rule, the Section 382(l)(6) rule

does not require the corporation's pre-change losses to be reduced by Disqualified Interest and the reorganized corporation may undergo a subsequent ownership change within two years without reducing the annual Section 382 limitation on its use of pre-change losses to zero.

The determination of the application of the Section 382(l)(5) Rule is highly fact specific and dependent on circumstances that are difficult to assess accurately. While it is not certain, the Debtors do not currently believe that the Reorganized Debtors will utilize the Section 382(l)(5) Rule. In the event that the Reorganized Debtors do not use the 382(l)(5) Rule, the Debtors expect that the Reorganized Debtors' use of any pre-change losses after the Effective Date will be subject to a Section 382 limitation computed by taking into account the Section 382(l)(6) Rule.

Treatment of the New Second Lien Notes as Applicable High Yield Discount Obligations

The New Second Lien Notes may be subject to the provisions of the Tax Code dealing with applicable high yield discount obligations. If the New Second Lien Notes have "significant" original issue discount (**"OID"**), a maturity date of more than five years from the date of issue, and a yield to maturity that equals or exceeds the sum of (x) the "applicable federal rate" (as determined under Section 1274(d) of the Tax Code) in effect for the calendar month in which the notes are issued and (y) five percentage points, the New Second Lien Notes will be considered "applicable high yield discount obligations." In such case, any interest deductions with respect to any OID relating to the New Second Lien Notes will be deferred until paid in cash or in other property (other than stock or debt issued by New Uno or by a person deemed to be related to New Uno under Section 453(f)(1) of the Tax Code), and will be disallowed to the extent the yield to maturity on the New Second Lien Notes exceeds six percentage points over the applicable federal rate.

Alternative Minimum Tax

In general, a U.S. federal alternative minimum tax (**"AMT"**) is imposed on a corporation's alternative minimum taxable income at a 20% rate to the extent that such tax exceeds the corporation's regular U.S. federal income tax. For purposes of computing taxable income for AMT purposes, certain tax deductions and other beneficial allowances are modified or eliminated. In particular, even though a corporation otherwise might be able to offset all of its taxable income for regular tax purposes by available NOL carryforwards, only 90% of a corporation's taxable income for AMT purposes may be offset by available NOL carryforwards (as computed for AMT purposes).

In addition, if a corporation undergoes an ownership change and is in a net unrealized built-in loss position (as determined for AMT purposes) on the date of the ownership change, the corporation's aggregate tax basis in its assets is reduced for certain AMT purposes to reflect the fair market value of such assets as of the change date.

Any AMT that a corporation pays generally will be allowed as a nonrefundable credit against its regular U.S. federal income tax liability in future taxable years when the corporation is no longer subject to the AMT.

Consequences to Holders of Claims

As used in this Section of the Disclosure Statement, the term **"U.S. Holder"** means a beneficial owner of Claims or New Common Stock that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;

- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holds Claims or New Common Stock, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partners or other owners of pass-through entities that are holders of Claims should consult their own tax advisors regarding the tax consequences of the Plan.

The U.S. federal income tax consequences of the Plan to U.S. Holders and the character, amount and timing of income, gain or loss recognized as a consequence of the Plan and the distributions provided for or by the Plan generally will depend upon, among other things, (i) the manner in which a holder acquired a Claim; (ii) the length of time a Claim has been held; (iii) whether the Claim was acquired at a discount; (iv) whether the holder has taken a bad debt deduction in the current or prior years; (v) whether the holder has previously included accrued but unpaid interest with respect to a Claim; (vi) the holder's method of tax accounting; (vii) whether the holder will realize foreign currency exchange gain or loss with respect to a Claim; (viii) whether a Claim is an installment obligation for federal income tax purposes; and (ix) whether the transaction is treated as a "closed transaction" or an "open transaction." Therefore, holders of Claims are urged to consult their tax advisors for information that may be relevant to their particular situation and circumstances and the particular tax consequences to such holders as a result thereof.

Exchanges of Senior Secured Notes Claims under the Plan

Pursuant to the Plan, and in complete and final satisfaction of their Claims, each holder of an Allowed Senior Secured Notes Claims will receive its Pro Rata share of (i) 100% of the New Common Stock, subject to dilution by any equity of New Uno that may be issued pursuant to the Management Incentive Plan or in connection with the Consulting Agreement; (ii) if applicable, the Rights; and (iii) up to $1.75 million in the aggregate in Cash, which shall be used to purchase those General Unsecured Claims listed on the Claims Purchase Schedule.

The U.S. federal income tax consequences of the Plan to a U.S. Holder of Allowed Senior Secured Notes Claims will depend on whether such Claims constitute "securities" of URHC for U.S. federal income tax purposes.

If the Senior Secured Notes Claims constitute securities of URHC for U.S. federal income tax purposes, then the receipt of New Common Stock, the Rights and Cash in exchange therefor will be treated as a "recapitalization" for U.S. federal income tax purposes, with the consequences described below in "—Recapitalization Treatment." If, on the other hand, the Senior Secured Notes Claims do not constitute securities of URHC for U.S. federal income tax purposes, then the receipt of New Common Stock, the Rights and Cash in exchange therefor would be treated as a fully taxable transaction, with the consequences described below in "—Fully Taxable Exchange."

The term "security" is not defined in the Tax Code or in the Treasury regulations issued thereunder and has not been clearly defined by judicial decisions. The determination of whether a particular debt obligation constitutes a "security" depends on an overall evaluation of the nature of the debt, including whether the holder of such debt obligation is subject to a material level of entrepreneurial risk and whether a continuing proprietary interest is intended or not. One of the most significant factors considered in determining whether a particular debt is a security for U.S. federal income tax purposes is its original term. In general, debt obligations issued with a weighted average maturity at issuance of less than five years are not considered to constitute securities, whereas debt obligations with a weighted average maturity at issuance of ten years or more are considered to constitute securities.

The Senior Secured Notes were issued February 22, 2005 and were due to mature in February 2011. Although not free from doubt because they had a six year duration, the Company intends to take the position that the Senior Secured Notes Claims constitute securities for U.S. federal income tax purposes. U.S. Holders of Senior Secured Notes Claims are urged to consult their own tax advisors regarding the appropriate status for U.S. federal income tax purposes of their Claims.

Recapitalization Treatment. A U.S. Holder of a Senior Secured Notes Claim will realize gain or loss, equal to the difference, if any, between (A) the sum of the fair market value of the New Common Stock and the Rights and the amount of Cash received (other than to the extent any such consideration is allocable to accrued and unpaid interest) in the exchange and (B) the U.S. Holder's adjusted tax basis in its Senior Secured Notes Claim (other than basis attributable to accrued but unpaid interest). If the exchange qualifies for recapitalization treatment, the portion of such realized gain that such U.S Holder would recognize for U.S. federal income tax purposes would be limited, however, to the amount of Cash and the fair market value of the Rights received, and a U.S. Holder would not be allowed to recognize a loss on such exchange.

In addition, a U.S. Holder of a Claim will have interest income to the extent of any exchange consideration allocable to accrued but unpaid interest not previously included in income. *See* "—Payment of Accrued Interest" below.

In a recapitalization exchange, a U.S. Holder's aggregate tax basis in any New Common Stock received (other than to the extent allocable to accrued and unpaid interest) will equal the U.S. Holder's aggregate adjusted tax basis in the Senior Secured Notes Claims exchanged therefor, increased by any gain recognized in the exchange and decreased by the fair market value of the Rights and the amount of Cash received. In a recapitalization exchange, a U.S. Holder's holding period in any New Common Stock received (other than to the extent allocable to accrued and unpaid interest) will include the U.S. Holder's holding period in the Senior Secured Notes Claims exchanged therefor. A U.S. Holder's tax basis in any Rights received in exchange for its Senior Secured Notes Claim and any New Common Stock or Rights allocable to accrued and unpaid interest will equal the fair market value of such Rights at the time of such exchange. The U.S. Holder's holding period in such New Common Stock and Rights received should begin on the day following the exchange date.

Fully Taxable Exchange. If the exchange of a Claim pursuant to the Plan is a fully taxable exchange, the exchanging U.S. Holder generally should recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (i) the sum of the fair market value of any New Common Stock and the Rights, if any, and the amount of Cash received in the exchange (other than to the extent any such consideration is attributable to accrued but unpaid interest), and (ii) the U.S. Holder's adjusted tax basis in the Claims exchanged therefor (other than any basis attributable to accrued but unpaid interest). *See* "—Character of Gain or Loss" below. In addition, a U.S. Holder of a Claim will have interest income to the extent of any exchange consideration allocable to

accrued but unpaid interest not previously included in income. *See* "—Payment of Accrued Interest" below.

In a taxable exchange, a U.S. Holder's tax basis in any New Common Stock or Rights received in exchange for its Senior Secured Notes Claim will equal the fair market value of such New Common Stock or Rights at the time of such exchange. The U.S. Holder's holding period in such New Common Stock or Rights received should begin on the day following the exchange date.

Claims Purchase. As described in Section 5.8 of the Plan, the Claims Purchasing Agent will purchase certain Claims on behalf of the holders of Senior Secured Notes Claims with the Cash received by such holders. The federal income tax treatment of the payment of such Cash is uncertain. For example, it is unclear whether such payment (i) would be required to be capitalized in the federal income tax basis of the New Common Stock received by the holders of Senior Secured Notes Claims, (ii) would give rise to an allowable federal income tax loss or (iii) would be recharacterized in some other fashion. Holders of Senior Secured Notes Claims should consult with their tax advisors regarding the federal income tax treatment of the receipt and payment of such Cash.

Exchanges of General Unsecured Claims under the Plan

In general, each holder of a General Unsecured Claim should recognize gain or loss in an amount equal to the difference between (x) the amount of Cash received by the holder in respect of its Claim (other than any Claim for accrued but unpaid interest and other than any amount treated as imputed interest as further discussed below) and (y) the holder's adjusted tax basis in its Claim (other than any basis attributable to accrued but unpaid interest). For a discussion of the tax consequences of any Claim for accrued but unpaid interest, *see* "Payment of Accrued Interest."

It is anticipated that a holder of a General Unsecured Claim may receive payments subsequent to the Effective Date of the Plan. Under the Tax Code, a portion of such payments to such holder may be treated as imputed interest. In addition, it is possible that any loss and a portion of any gain realized by such holder may be deferred until such time as such holder has received its final payment. All holders of General Unsecured Claims should consult their tax advisors as to the tax consequences of the receipt of payments subsequent to the Effective Date.

Where gain or loss is recognized by a holder of a General Unsecured Claim, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss or any combination thereof will be determined by a number of factors, including, among others, the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously had claimed a bad debt deduction.

The tax consequences of a U.S. Holder that disposes of its Claim in a Claims Purchase may differ from those described above if the form of the transaction is not respected for U.S. federal income tax purposes. Holders of Claims that dispose of their Claims in a Claims Purchase should consult their own tax advisors.

Tax Basis in Claims.

Generally, a U.S. Holder's adjusted tax basis in a Claim will be equal to the cost of the Claim to such U.S. Holder, increased by any OID and accrued and unpaid interest previously included in income. If applicable, a U.S. Holder's tax basis in a Claim also will be (i) increased by any market discount previously included in income by such U.S. Holder pursuant to an election to include market discount in gross income currently as it accrues, and (ii) reduced by any cash payments received on the Claim other than payments of qualified stated interest (as described below), and by any amortizable bond premium which the U.S. Holder has previously deducted.

Character of Gain or Loss.

Except to the extent that any consideration received pursuant to the Plan is received in satisfaction of accrued but unpaid interest during its holding period (*see* "—Payment of Accrued Interest" below), where gain or loss is recognized by a U.S. Holder in respect of the satisfaction, sale or exchange of its Claim that constitutes a capital asset, such gain or loss will be capital gain or loss except to the extent any gain is recharacterized as ordinary income pursuant to the market discount rules discussed below. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital losses is subject to significant limitations, *see* "Limitations on Capital Losses" below.

Market Discount. A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with "market discount" if its holder's adjusted tax basis in the debt instrument is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a *de minimis* amount. The *de minimis* amount is equal to 0.25% of the sum of all payments which, at the time of purchase, remain to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity. Generally, qualified stated interest is a stated amount of interest that is unconditionally payable in cash or other property (other than debt instruments of the issuer) at least annually at a single fixed rate.

Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) during the U.S. Holder's period of ownership, unless the U.S. Holder elected to include the market discount in income as it accrued. If a U.S. Holder of Claims did not elect to include market discount in income as it accrued and thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange, up to the amount of gain that the U.S. Holder recognizes in the exchange.

In the case of an exchange of Claims that qualifies as a recapitalization, the Tax Code indicates that any accrued market discount in respect of the Claims in excess of the gain recognized in the exchange should not be currently includible in income under Treasury regulations to be issued, and instead should carry over to any non-recognition property received in exchange therefor (*i.e.*, to any New Common Stock received in the nonrecognition exchange). Any gain recognized by a U.S. Holder upon a subsequent disposition of such exchange consideration would be treated as ordinary income to the extent of any accrued market discount not previously included in income. To date, specific Treasury regulations implementing this rule have not been issued.

Payment of Accrued Interest

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of a Claim is received in satisfaction of accrued interest during its holding period, such amount will be taxable to the U.S. Holder as interest income (if not previously included in the U.S. Holder's gross income). Conversely, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest or amortized OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a security of a corporate issuer, in an otherwise tax-free exchange, could not claim a current deduction with respect to any unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder that disposes of a Claim that does not constitute a security in a taxable transaction would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Plan provides that consideration received in respect of a Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest (in contrast, for example, to a pro rata allocation of a portion of the exchange consideration received between principal and interest, or an allocation first to accrued but unpaid interest). *See* Section 6.10 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. Holders are urged to consult their own tax advisors regarding the allocation of consideration received by them under the Plan, as well as the deductibility of accrued but unpaid interest and the character of any loss claimed with respect to accrued but unpaid interest previously included in gross income for U.S. federal income tax purposes.

Disposition of New Common Stock

Unless a non-recognition provision applies, and subject to the discussion above with respect to market discount and the discussion below, U.S. Holders generally will recognize capital gain or loss upon the sale or exchange of the New Common Stock in an amount equal to the difference between the U.S. Holder's adjusted tax basis in the New Common Stock and the sum of the cash plus the fair market value of any property received from such disposition. Any such gain or loss generally should be taxable at long-term capital gains rates if the U.S. Holder's holding period for its New Common Stock is more than one year at the time of such disposition. A reduced tax rate on long-term capital gains may apply to non-corporate U.S. Holders. The deductibility of capital losses is subject to significant limitations, *see* "Limitations on Capital Losses" below.

Notwithstanding the above, any gain recognized by a U.S. Holder upon a subsequent taxable disposition of the New Common Stock (or any stock or property received for it in a later tax-free exchange) received in exchange for the Senior Secured Notes Claims will be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any ordinary loss deductions incurred upon exchange of the Claim, decreased by any income (other than interest income) recognized by the U.S. Holder upon exchange of the Claim, and (ii) with respect to a cash basis U.S. Holder and in addition to (i), any amounts which would have been included in its gross income if the U.S. Holder's Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

Exercise or Lapse of Rights

A holder of a Right generally will not recognize gain or loss upon the exercise of such Right, and a holder's tax basis in the New Second Lien Notes received upon exercise of a Right will equal the sum of (i) the amount paid for the New Second Lien Notes and (ii) the holder's resulting tax basis, if

any, in the Right due to the receipt of such Right in partial satisfaction of its Allowed Senior Secured Notes Claim. A holder's holding period in the New Second Lien Notes received upon exercise of its Right generally should commence the day following the Effective Date

A holder that does not exercise a Right generally would recognize a loss equal to its tax basis in the Right. In general, such loss would be a short term capital loss.

New Second Lien Notes

Payment of Interest. Payment of qualified stated interest (as defined above) on a New Second Lien Note will be taxable as ordinary interest income at the time it is received or accrued, depending upon the method of accounting applicable to the U.S. Holder of the note.

Original Issue Discount. The New Second Lien Notes will be issued with OID in an amount equal to the excess of the "stated redemption price at maturity" of the notes over their "issue price." For purposes of the foregoing, the general rule is that the stated redemption price at maturity of a debt instrument is the sum of all payments provided by the debt instrument other than payments of "qualified stated interest" (generally interest that is unconditionally payable no less frequently than annually at a single fixed rate). A U.S. Holder generally must include OID in gross income as it accrues over the term of the notes using the "constant yield method" without regard to its regular method of accounting for U.S. federal income tax purposes, and in advance of the receipt of cash payments attributable to that income.

The amount of OID includible in income for a taxable year by a U.S. Holder will generally equal the sum of the "daily portions" of the total OID on the note for each day during the taxable year (or portion thereof) on which such holder held the note. Generally, the daily portion of the OID is determined by allocating to each day during an accrual period (generally each semi-annual period during the term of the notes) a ratable portion of the OID on such note which is allocable to the accrual period in which such day is included. The amount of OID allocable to each accrual period will generally be an amount equal to the product of the "adjusted issue price" of a note at the beginning of such accrual period and its "yield to maturity." The "adjusted issue price" of a note at the beginning of any accrual period will equal the issue price increased by the total OID accrued for each prior accrual period, less any payments made on such note (other than any payments of qualified stated interest) on or before the first day of the accrual period. The "yield to maturity" of a note will be computed on the basis of a constant annual interest rate compounded at the end of each accrual period.

Applicable High Yield Discount Obligations. As discussed above (see "—Treatment of the New Second Lien Notes as Applicable High Yield Discount Obligations"), the New Second Lien Notes may be subject to the provisions of the Tax Code dealing with applicable high yield discount obligations. In general, treatment of the New Second Lien Notes as applicable high yield discount obligations would not affect the accrual and reporting of interest under the OID rules by a U.S. Holder. In the case of a corporate holder, however, a portion of the holder's income with respect to accrued OID equal to the portion, if any, for which the issuer is disallowed a deduction would be treated as a dividend for purposes of the dividends-received deduction, but only to the extent such amount would be treated as a dividend if it had been a distribution made by us with respect to the New Common Stock (that is, to the extent New Uno would have sufficient earnings and profits such that a distribution in respect of the New Common Stock would constitute a dividend for U.S. federal income tax purposes).

Sale or Exchange of the New Second Lien Notes. Unless a non-recognition provision applies, upon a sale or exchange (including a redemption or retirement) of a New Second Lien Note, a

U.S. Holder will recognize gain or loss equal to the difference between the sum of all cash plus the fair market value of all property received on such sale or exchange (less any portion allocable to accrued but unpaid interest, which will be treated as a payment of interest for U.S. federal income tax purposes) and the U.S. Holder's adjusted tax basis in the note (other than adjusted tax basis allocable to accrued and unpaid interest). A U.S. Holder's adjusted tax basis in a note generally will be the U.S. Holder's cost therefor, increased by the amount of OID previously included in income by the holder up through the date of the sale or exchange and decreased by the amount of any payments on the note other than any payments of qualified stated interest.

Gain or loss recognized by a U.S. Holder on the sale or exchange of a note will be capital gain or loss, and will be long-term capital gain or loss if the note has been held by the U.S. Holder for more than one year at the time of the disposition. In the case of a non-corporate U.S. Holder, long-term capital gain is currently subject to a maximum U.S. federal tax rate of 15%. The deductibility of capital losses by U.S. Holders is subject to certain limitations, *see* "Limitations on Capital Losses" below.

Limitations on Capital Losses

A holder of a Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (1) $3,000 ($1,500 for married individuals filing separate returns) or (2) the excess of the capital losses over the capital gains. A non-corporate holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate holders, capital losses may only be used to offset capital gains. A corporate holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year, but may carry over unused capital losses for the five years following the capital loss year.

Information Reporting and Backup Withholding

Payments of interest (including accruals of OID) or dividends and any other reportable payments, possibly including amounts received pursuant to the Plan and payments of proceeds from the sale, retirement or other disposition of the exchange consideration, may be subject to "backup withholding" (currently at a rate of 28%) if a recipient of those payments fails to furnish to the payor certain identifying information, and, in some cases, a certification that the recipient is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts deducted and withheld should generally be allowed as a credit against that recipient's U.S. federal income tax, provided that appropriate proof is timely provided under rules established by the IRS. Furthermore, certain penalties may be imposed by the IRS on a recipient of payments who is required to supply information but who does not do so in the proper manner. Backup withholding generally should not apply with respect to payments made to certain exempt recipients, such as corporations and financial institutions. Information may also be required to be provided to the IRS concerning payments, unless an exemption applies. Holders should consult their own tax advisors regarding their qualification for exemption from backup withholding and information reporting and the procedures for obtaining such an exemption. Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. Holders are urged to consult their own tax advisors regarding these regulations and whether the contemplated transactions under the Plan would be subject to these regulations and require disclosure on their tax returns.

XII.

CONCLUSION

The Plan Proponents believe that confirmation and implementation of the Plan is in the best interests of all creditors, and urge holders of impaired Claims in Class 4 and Class 5 to vote to accept the Plan and to evidence such acceptance by returning their ballots so that they will be received no later than the Voting Deadline.

Dated: New York, New York
May 7, 2010

UNO RESTAURANT HOLDINGS CORPORATION AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

By: /s/ Louie Psallidas
Name: Louie Psallidas
Title: Authorized Officer

TWIN HAVEN SPECIAL OPPORTUNITIES FUND II, L.P.
TWIN HAVEN SPECIAL OPPORTUNITIES FUND III, L.P.

BY: TWIN HAVEN CAPITAL PARTNERS, LLC, AS INVESTMENT MANAGER

By: /s/ Robert B. Webster
Name: Robert B. Webster
Title: Managing Member

BLACKWELL PARTNERS, LLC

BY: COLISEUM CAPITAL MANAGEMENT, LLC, AS ATTORNEY-IN-FACT

By: /s/ Adam L. Gray
Name: Adam L. Gray
Title: Managing Director

COLISEUM CAPITAL PARTNERS, L.P.

BY: COLISEUM CAPITAL, LLC, ITS GENERAL PARTNER

By: /s/ Adam L. Gray
Name: Adam L. Gray
Title: Managing Director

Exhibit A

The Plan

EXHIBIT A

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
UNO RESTAURANT HOLDINGS CORPORATION, *et al.*,	:	**Case No. 10-10209 (MG)**
	:	**(Jointly Administered)**
Debtors.	:	

FIRST AMENDED JOINT CONSOLIDATED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE OF UNO RESTAURANT HOLDINGS CORPORATION AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

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Counsel for the Majority Noteholder Group

Dated: May 7, 2010

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Uno Restaurant Holdings Corporation; 8250 International Drive Corporation; Aurora Uno, Inc.; B.S. Acquisition Corp.; B.S. of Woodbridge, Inc.; Fairfax Uno, Inc.; Franklin Mills Pizzeria, Inc.; Herald Center Uno Rest. Inc.; Kissimmee Uno, Inc.; Marketing Services Group, Inc.; Newington Uno, Inc.; Newport News Uno, Inc.; Newton Takery, Inc.; Paramus Uno, Inc.; Pizzeria Due, Inc.; Pizzeria Uno Corporation; Pizzeria Uno of 86th Street, Inc.; Pizzeria Uno of Albany Inc.; Pizzeria Uno of Altamonte Springs, Inc.; Pizzeria Uno of Ballston, Inc.; Pizzeria Uno of Bay Ridge, Inc.; Pizzeria Uno of Bayside, Inc.; Pizzeria Uno of Bethesda, Inc.; Pizzeria Uno of Brockton, Inc.; Pizzeria Uno of Buffalo, Inc.; Pizzeria Uno of Columbus Avenue, Inc.; Pizzeria Uno of Dock Square, Inc.; Pizzeria Uno of East Village Inc.; Pizzeria Uno of Fair Oaks, Inc.; Pizzeria Uno of Fairfield, Inc.; Pizzeria Uno of Forest Hills, Inc.; Pizzeria Uno of Kingston, Inc.; Pizzeria Uno of Lynbrook Inc.; Pizzeria Uno of Norfolk, Inc.; Pizzeria Uno of Paramus, Inc.; Pizzeria Uno of Penn Center, Inc.; Pizzeria Uno of Reston, Inc.; Pizzeria Uno of South Street Seaport, Inc.; Pizzeria Uno of Springfield, Inc.; Pizzeria Uno of Syracuse, Inc.; Pizzeria Uno of Union Station, Inc.; Pizzeria Uno of Washington, DC, Inc.; Pizzeria Uno of Westfarms, LLC; Pizzeria Uno, Inc.; Plizzettas of Burlington, Inc.; Plizzettas of Concord, Inc.; Saxet Corporation; SL Properties, Inc.; SL Uno Burlington, Inc.; SL Uno Ellicott City, Inc.; SL Uno Franklin Mills, Inc.; SL Uno Frederick, Inc.; SL Uno Greece, Inc.; SL Uno Gurnee Mills, Inc.; SL Uno Hyannis, Inc.; SL Uno Maryville, Inc.; SL Uno Portland, Inc.; SL Uno Potomac Mills, Inc.; SL Uno University Blvd., Inc.; SL Uno Waterfront, Inc.; SLA Brockton, Inc.; SLA Due, Inc.; SLA Lake Mary, Inc.; SLA Mail II, Inc.; SLA Mail, Inc.; SLA Norfolk, Inc.; SLA Norwood, Inc.; SLA Su Casa, Inc.; SLA Uno, Inc.; SLA Vernon Hills, Inc.; Su Casa, Inc.; Uno Acquisition Parent, Inc.; Uno Bay, Inc.; Uno Enterprises, Inc.; Uno Foods Inc.; Uno Foods International, LLC; Uno Holdings II LLC; Uno Holdings LLC; Uno of America, Inc.; Uno of Astoria, Inc.; Uno of Aurora, Inc.; UNO of Bangor, Inc.; Uno of Concord Mills, Inc.; Uno of Crestwood, Inc.; Uno of Daytona, Inc.; Uno of Dulles, Inc.; Uno of Falls Church, Inc.; Uno of Georgesville, Inc.; Uno of Gurnee Mills, Inc.; Uno of Hagerstown, Inc.; Uno of Haverhill, Inc.; Uno of Henrietta, Inc.; UNO of Highlands Ranch, Inc.; Uno of Indiana, Inc.; Uno of Kingstowne, Inc.; Uno of Kirkwood, Inc.; Uno of Lombard, Inc.; UNO of Manassas, Inc.; Uno of Manchester, Inc.; Uno of Massachusetts, Inc.; Uno of New Jersey, Inc.; Uno of New York, Inc.; Uno of Providence, Inc.; Uno of Schaumburg, Inc.; Uno of Smithtown, Inc.; Uno of Smoketown, Inc.; Uno of Tennessee, Inc.; Uno of Victor, Inc.; Uno Restaurant of Columbus, Inc.; Uno Restaurant of Great Neck, Inc.; Uno Restaurant of St. Charles, Inc.; Uno Restaurant of Woburn, Inc.; Uno Restaurants II, LLC; Uno Restaurants, LLC; UR of Attleboro MA, LLC; UR of Bel Air MD, Inc.; UR of Bowie MD, Inc.; UR of Clay NY, LLC; UR of Columbia MD, Inc.; UR of Columbia MD, LLC; UR of Danbury CT, Inc.; UR of Dover NH, Inc.; UR of Fairfield CT, Inc.; UR of Fayetteville NY, LLC; UR of Fredericksburg VA, LLC; UR of Gainesville VA, LLC; UR of Inner Harbor MD, Inc.; UR of Keene NH, Inc.; UR of Landover MD, Inc.; UR of Mansfield MA, LLC; UR of Melbourne FL, LLC; UR of Merritt Island FL, LLC; UR of Methuen MA, Inc.; UR of Milford CT, Inc.; UR of Millbury MA, LLC; UR of Nashua NH, LLC; UR of New Hartford NY, LLC; UR of Newington NH, LLC; UR of Paoli PA, Inc.; UR of Plymouth MA, LLC; UR of Portsmouth NH, Inc.; UR of Swampscott MA, LLC; UR of Taunton MA, LLC; UR of Tilton NH, LLC; UR of Towson MD, Inc.; UR of Virginia Beach VA, LLC; UR of Webster NY, LLC; UR of Winter Garden FL, LLC; UR of Wrentham MA, Inc.; URC II, LLC; URC, LLC; Waltham Uno, Inc.; and Westminster Uno, Inc., as debtors and debtors in possession, and the Majority Noteholder Group hereby propose the following joint consolidated chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code:

ARTICLE I

DEFINITIONS AND INTERPRETATION

A. Definitions.

As used in the Plan, the following terms shall have the respective meanings specified below:

1.1 ***Administrative Expense Claim*** means any right to payment constituting a cost or expense of administration of any of the Chapter 11 Cases Allowed under and in accordance with, as applicable, sections 330, 364(c)(1), 365, 503(b), 507(a)(2), and 507(b) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the Debtors' Estates or operating the Debtors' businesses, (b) any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the Chapter 11 Cases, (c) any compensation for professional services rendered and reimbursement of expenses incurred by a professional retained by order of the Bankruptcy Court or otherwise allowed pursuant to section 503(b) of the Bankruptcy Code, (d) the Senior Secured Notes Indenture Trustee Fees, and (e) any fees or charges assessed against the Debtors' Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

1.2 ***Allowed*** means, with reference to any Claim, (a) any Claim that has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim, objection, or request for estimation has been filed on or before any applicable objection deadline, if any, set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (b) any Claim that is not Disputed, (c) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtors or the Reorganized Debtors, as the case may be, pursuant to a Final Order of the Bankruptcy Court, or (d) any Claim that has been allowed hereunder or by Final Order; provided, however, that Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" hereunder. Unless otherwise specified herein or by order of the Bankruptcy Court, "Allowed Administrative Expense Claim" or "Allowed Claim" shall not, for any purpose under the Plan, include interest on such Administrative Expense Claim or Claim from and after the Petition Date.

1.3 ***Avoidance Actions*** means Causes of Action arising under chapter 5 of the Bankruptcy Code, including, but not limited to, Causes of Action arising under sections 502(d), 510, 542, 543, 547, 548, 549, 550, and 553 of the Bankruptcy Code.

1.4 ***Backstop Commitment Agreement*** means the agreement between the Backstop Parties and Uno Restaurants, LLC, substantially in the form contained in the Plan Supplement, pursuant to which the Backstop Parties agree to subscribe for the Rights not subscribed for in the Rights Offering.

1.5 ***Backstop Commitment Fee*** means the fully-earned, non-refundable Cash fee, payable on the Effective Date, equal to 2% of the total principal amount of $27 million, the maximum principal amount of New Second Lien Notes that may be offered for purchase at the election of the Debtors, with the consent of the Majority Noteholder Group.

1.6 ***Backstop Parties*** means Twin Haven and Coliseum.

1.7 ***Backstop Percentage*** means, with respect to any Backstop Party, the percentage constituting such Backstop Party's commitment to subscribe for Rights not subscribed for in the Rights Offering, as set forth in the Backstop Commitment Agreement.

1.8 ***Ballot*** means the document for accepting or rejecting the Plan in the form approved by the Bankruptcy Court and distributed with the Disclosure Statement.

1.9 ***Bankruptcy Code*** means chapter 11 of title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

1.10 ***Bankruptcy Court*** means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases.

1.11 ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any local rules of the Bankruptcy Court, as amended, as applicable to the Chapter 11 Cases.

1.12 ***Business Day*** means any day not designated as a legal holiday by Bankruptcy Rule 9006(a) and any day on which commercial banks in the city of New York, New York are open for business and not authorized, by law or executive order, to close.

1.13 ***Cash*** means legal tender of the United States of America.

1.14 ***Causes of Action*** means, without limitation, any and all actions, causes of action, proceedings, controversies, liabilities, obligations, rights to legal remedies, rights to equitable remedies, rights to payment and Claims, suits, damages, judgments, Claims, objections to Claims, benefits of subordination of Claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise, now owned or hereafter acquired by the Debtors, whether arising under the Bankruptcy Code or other federal, state, or foreign law, equity or otherwise, including, without limitation, Avoidance Actions, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date, and the Cash and non-Cash proceeds of any of the foregoing.

1.15 ***Centre Partners*** means, collectively, Centre Carlisle UNO LP, Centre Capital Investors IV LP, Centre Capital Coinvestment IV LP, Centre Capital NQ Investors IV LP, and Centre Bregal Partners L.P.

1.16 ***Chapter 11 Cases*** means the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors on the Petition Date, styled In re Uno Restaurant Holdings Corporation, et al., Chapter 11 Case No. 10-10209 (MG) (Jointly Administered), currently pending before the Bankruptcy Court.

1.17 ***Claim*** has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.18 ***Claim Purchase Price*** has the meaning set forth in Section 5.8(a) of the Plan.

1.19 ***Claims Purchase*** has the meaning set forth in Section 5.8(a) of the Plan.

1.20 ***Claims Purchase Funds*** means the aggregate Cash payment to be made to the Senior Secured Noteholders pursuant to the Plan.

1.21 ***Claims Purchase Schedule*** means the schedule of General Unsecured Claims to be included in the Plan Supplement.

1.22 ***Claims Purchasing Agent*** means the Senior Secured Notes Indenture Trustee, in its capacity as agent for purchasing the General Unsecured Claims listed on the Claims Purchase Schedule.

1.23 ***Claims Purchasing Agreement*** means that certain claims purchasing agreement, to be entered into by the Claims Purchasing Agent and the Debtors, with consent from the Majority Noteholder Group and the Creditors' Committee, substantially in the form contained in the Plan Supplement.

1.24 ***Class*** means a category of Claims or Interests classified by the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

1.25 ***Coliseum*** means Coliseum Capital Management, LLC or its designee.

1.26 ***Collateral*** means any property, or interest in property, of the Estate of any Debtor subject to a Lien, charge, or other encumbrance to secure the payment of performance of a Claim, which Lien, charge, or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

1.27 ***Committee Settlement*** means the global compromise and settlement of certain disputes, as contained in the Plan and supported by the Creditors' Committee and the Plan Proponents, providing for, among other things, (a) releases of certain parties as specified in the Plan, (b) the Claims Purchase, and (c) subject to certain limitations set forth herein, the release by the Debtors of Avoidance Actions, other than those arising under section 549 of the Bankruptcy Code, against General Unsecured Creditors; provided, however, that all Released Actions shall be retained in connection with the defense against any Claim asserted against the Debtors, provided that the retention of such Released Actions shall not result in any affirmative recovery for the Debtors or the Reorganized Debtors nor affect the Claims Purchase.

1.28 ***Compensation and Benefit Plans*** means employee-related plans, including the Debtors' 401(k) plan and other employee benefit plans.

1.29 ***Confirmation Date*** means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Cases.

1.30 ***Confirmation Hearing*** means the hearing to consider confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code, as it may be adjourned or continued from time to time.

1.31 ***Confirmation Order*** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.32 ***Consultant*** means a limited liability company formed on or prior to the Effective Date that will be controlled by Centre Partners.

1.33 ***Consulting Agreement*** means that certain consulting agreement, by and among New Uno and the Consultant, substantially in the form contained in the Plan Supplement, under which the Consultant will provide certain consulting services to the Reorganized Debtors.

1.34 ***Creditor*** means "creditor" as such term is defined in section 101(1) of the Bankruptcy Code.

1.35 ***Creditors' Committee*** means the statutory committee of creditors holding Unsecured Claims appointed in the Chapter 11 Cases by the United States Trustee for Region 2 pursuant to section 1102(a)(1) of the Bankruptcy Code, as reconstituted from time to time.

1.36 ***Cure Amount*** means the monetary amount by which any executory contract or unexpired lease to be assumed under the Plan is in default.

1.37 ***Debtors*** means, collectively, Uno Restaurant Holdings Corporation; 8250 International Drive Corporation; Aurora Uno, Inc.; B.S. Acquisition Corp.; B.S. of Woodbridge, Inc.; Fairfax Uno, Inc.; Franklin Mills Pizzeria, Inc.; Herald Center Uno Rest. Inc.; Kissimmee Uno, Inc.; Marketing Services Group, Inc.; Newington Uno, Inc.; Newport News Uno, Inc.; Newton Takery, Inc.; Paramus Uno, Inc.; Pizzeria Due, Inc.; Pizzeria Uno Corporation; Pizzeria Uno of 86th Street, Inc.; Pizzeria Uno of Albany Inc.; Pizzeria Uno of Altamonte Springs, Inc.; Pizzeria Uno of Ballston, Inc.; Pizzeria Uno of Bay Ridge, Inc.; Pizzeria Uno of Bayside, Inc.; Pizzeria Uno of Bethesda, Inc.; Pizzeria Uno of Brockton, Inc.; Pizzeria Uno of Buffalo, Inc.; Pizzeria Uno of Columbus Avenue, Inc.; Pizzeria Uno of Dock Square, Inc.; Pizzeria Uno of East Village Inc.; Pizzeria Uno of Fair Oaks, Inc.; Pizzeria Uno of Fairfield, Inc.; Pizzeria Uno of Forest Hills, Inc.; Pizzeria Uno of Kingston, Inc.; Pizzeria Uno of Lynbrook Inc.; Pizzeria Uno of Norfolk, Inc.; Pizzeria Uno of Paramus, Inc.; Pizzeria Uno of Penn Center, Inc.; Pizzeria Uno of Reston, Inc.; Pizzeria Uno of South Street Seaport, Inc.; Pizzeria Uno of Springfield, Inc.; Pizzeria Uno of Syracuse, Inc.; Pizzeria Uno of Union Station, Inc.; Pizzeria Uno of Washington, DC, Inc.; Pizzeria Uno of Westfarms, LLC; Pizzeria Uno, Inc.; Plizzettas of Burlington, Inc.; Plizzettas of Concord, Inc.; Saxet Corporation; SL

Properties, Inc.; SL Uno Burlington, Inc.; SL Uno Ellicott City, Inc.; SL Uno Franklin Mills, Inc.; SL Uno Frederick, Inc.; SL Uno Greece, Inc.; SL Uno Gurnee Mills, Inc.; SL Uno Hyannis, Inc.; SL Uno Maryville, Inc.; SL Uno Portland, Inc.; SL Uno Potomac Mills, Inc.; SL Uno University Blvd., Inc.; SL Uno Waterfront, Inc.; SLA Brockton, Inc.; SLA Due, Inc.; SLA Lake Mary, Inc.; SLA Mail II, Inc.; SLA Mail, Inc.; SLA Norfolk, Inc.; SLA Norwood, Inc.; SLA Su Casa, Inc.; SLA Uno, Inc.; SLA Vernon Hills, Inc.; Su Casa, Inc.; Uno Acquisition Parent, Inc.; Uno Bay, Inc.; Uno Enterprises, Inc.; Uno Foods Inc.; Uno Foods International, LLC; Uno Holdings II LLC; Uno Holdings LLC; Uno of America, Inc.; Uno of Astoria, Inc.; Uno of Aurora, Inc.; UNO of Bangor, Inc.; Uno of Concord Mills, Inc.; Uno of Crestwood, Inc.; Uno of Daytona, Inc.; Uno of Dulles, Inc.; Uno of Falls Church, Inc.; Uno of Georgesville, Inc.; Uno of Gurnee Mills, Inc.; Uno of Hagerstown, Inc.; Uno of Haverhill, Inc.; Uno of Henrietta, Inc.; UNO of Highlands Ranch, Inc.; Uno of Indiana, Inc.; Uno of Kingstowne, Inc.; Uno of Kirkwood, Inc.; Uno of Lombard, Inc.; UNO of Manassas, Inc.; Uno of Manchester, Inc.; Uno of Massachusetts, Inc.; Uno of New Jersey, Inc.; Uno of New York, Inc.; Uno of Providence, Inc.; Uno of Schaumburg, Inc.; Uno of Smithtown, Inc.; Uno of Smoketown, Inc.; Uno of Tennessee, Inc.; Uno of Victor, Inc.; Uno Restaurant of Columbus, Inc.; Uno Restaurant of Great Neck, Inc.; Uno Restaurant of St. Charles, Inc.; Uno Restaurant of Woburn, Inc.; Uno Restaurants II, LLC; Uno Restaurants, LLC; UR of Attleboro MA, LLC; UR of Bel Air MD, Inc.; UR of Bowie MD, Inc.; UR of Clay NY, LLC; UR of Columbia MD, Inc.; UR of Columbia MD, LLC; UR of Danbury CT, Inc.; UR of Dover NH, Inc.; UR of Fairfield CT, Inc.; UR of Fayetteville NY, LLC; UR of Fredericksburg VA, LLC; UR of Gainesville VA, LLC; UR of Inner Harbor MD, Inc.; UR of Keene NH, Inc.; UR of Landover MD, Inc.; UR of Mansfield MA, LLC; UR of Melbourne FL, LLC; UR of Merritt Island FL, LLC; UR of Methuen MA, Inc.; UR of Milford CT, Inc.; UR of Millbury MA, LLC; UR of Nashua NH, LLC; UR of New Hartford NY, LLC; UR of Newington NH, LLC; UR of Paoli PA, Inc.; UR of Plymouth MA, LLC; UR of Portsmouth NH, Inc.; UR of Swampscott MA, LLC; UR of Taunton MA, LLC; UR of Tilton NH, LLC; UR of Towson MD, Inc.; UR of Virginia Beach VA, LLC; UR of Webster NY, LLC; UR of Winter Garden FL, LLC; UR of Wrentham MA, Inc.; URC II, LLC; URC, LLC; Waltham Uno, Inc.; and Westminster Uno, Inc.

1.38 ***Deductible Claim*** means with respect to any Insured Claim, an amount equal to the applicable deductible, self-insured retention, or retrospective rating under the relevant insurance policy and any reimbursement obligation of the applicable Debtor to the insurance carrier for sums expended by the insurance carrier on account of such Claim (including, without limitation, any costs and expenses relating to the defense of such Claim). For purposes hereof, the term "Deductible Claim" shall include any Secured Deductible Claim.

1.39 ***DIP Agent*** means Wells Fargo Capital Finance, Inc., as administrative agent to the DIP Lenders under the DIP Financing Agreement.

1.40 ***DIP Facility*** means the postpetition financing provided by the DIP Lenders under the DIP Financing Agreement.

1.41 ***DIP Financing Agreement*** means that certain Debtor in Possession Credit Agreement, dated as of January 21, 2010, by and among URHC and certain of its subsidiaries signatories thereto, as borrowers, the Uno Parents and certain other entities signatories thereto, the DIP Agent, and the DIP Lenders, as entered into pursuant to the DIP

Financing Order and as modified, amended, or extended from time to time during the Chapter 11 Cases and any of the documents and instruments related thereto.

1.42 ***DIP Financing Claim*** means any Claim against the Debtors arising under, in connection with, or related to the DIP Financing Agreement and all agreements and instruments relating thereto.

1.43 ***DIP Financing Order*** means the Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (1) Approving Postpetition Financing, (2) Authorizing Use of Cash Collateral, (3) Granting Liens and Providing Superpriority Administrative Expense Status, (4) Granting Adequate Protection, and (5) Modifying Automatic Stay, dated February 17, 2010, as may be amended from time to time during the Chapter 11 Cases.

1.44 ***DIP Lenders*** means the lenders party to the DIP Financing Agreement.

1.45 ***Disbursing Agent*** means any entity (including New Uno or any other Reorganized Debtor if it acts in such capacity) that is to act as a disbursing agent pursuant to Section 6.2 of the Plan.

1.46 ***Disclosure Statement*** means that certain disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court in accordance with section 1125 of the Bankruptcy Code.

1.47 ***Disputed*** means, with reference to any Claim, including any portion thereof, (a) any Claim that is listed on the Schedules as unliquidated, disputed, or contingent, (b) any Claim as to which the Debtors or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or that is otherwise disputed by any Debtor in accordance with applicable law, which objection, request for estimation, or dispute has not been determined by a Final Order, or (c) any Claim with respect to which a proof of claim was required to be filed by order of the Bankruptcy Court but as to which such proof of claim was not timely or properly filed. A Claim that is Disputed as to its amount only shall be deemed Allowed in the amount agreed upon, if any, by the Plan Proponents or Reorganized Debtors, as applicable, and Disputed as to the excess.

1.48 ***Distribution Record Date*** means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date as may be designated in the Confirmation Order.

1.49 ***Effective Date*** means the first (1st) Business Day following the Confirmation Date on which (a) the conditions to effectiveness of the Plan set forth in Section 9.2 of the Plan have been satisfied or otherwise waived in accordance with Section 9.3 of the Plan and (b) no stay of the Confirmation Order is in effect; provided, however, that such Business Day shall be no later than July 15, 2010, unless otherwise agreed to by the Majority Noteholder Group, the DIP Lenders, and the DIP Agent.

1.50 ***Entity*** means a person, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint

stock company, a joint venture, an estate, a trust, an unincorporated organization, a governmental unit or any subdivision thereof, including, without limitation, the Office of the United States Trustee.

1.51 ***Escrow Agent*** has the meaning set forth in Section 5.5(f) of the Plan.

1.52 ***Estate*** means the estate of any Debtor created under section 541 of the Bankruptcy Code.

1.53 ***Existing Equity Holders*** means all parties holding Interests in URHC or the Uno Parents on the Record Date.

1.54 ***Final Order*** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a stay, new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for stay, new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, stay, new trial, reargument, or rehearing has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a stay, new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and (ii) the time to take any further appeal, petition for certiorari, or move for a stay, new trial, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure may be, but has not been, filed with respect to such order shall not cause such order not to be a Final Order.

1.55 ***General Unsecured Claim*** means any Claim against any of the Debtors that (a) is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Financing Claim, Intercompany Claim, or Subordinated Claim or (b) is otherwise determined by the Bankruptcy Court to be a General Unsecured Claim. For the avoidance of doubt, General Unsecured Claims shall include the Noteholder Deficiency Claim.

1.56 ***Governmental Unit*** has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.57 ***Impaired*** means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

1.58 ***Insured Claim*** means any Claim arising from an incident or occurrence that is covered under an applicable Debtor's general liability insurance policies but shall not include Workers' Compensation Claims arising out of Workers' Compensation Programs and employee benefit plans.

1.59 ***Insured Portion*** means the portion of any Insured Claim that is covered under an applicable Debtor's general liability insurance policy and would not constitute a Deductible Claim.

1.60 ***Intercompany Claim*** means any Claim held by one Debtor against any other Debtor(s), including, without limitation, (a) any account reflecting intercompany book entries by such Debtor with respect to any other Debtor(s), (b) any Claim not reflected in intercompany book entries that is held by such Debtor, and (c) any derivative Claim asserted or assertable by or on behalf of such Debtor against any other Debtor(s).

1.61 ***Intercompany Interest*** means any Interest in any of the Debtors held by any other Debtor other than an Interest held by any of the Uno Parents.

1.62 ***Interest*** means any equity security within the meaning of section 101(16) of the Bankruptcy Code or any other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any right to acquire any such equity security or instrument, including any option, warrant, or other right, contractual or otherwise, to acquire, sell, or subscribe for any such security or instrument.

1.63 ***Letters of Credit*** means any letters of credit issued and outstanding under the DIP Financing Agreement and the DIP Financing Order.

1.64 ***Lien*** shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

1.65 ***Majority Noteholder Group*** means those certain unaffiliated entities that are holders (or advisor, nominee, or investment manager for beneficial holder(s)) of Senior Secured Notes Claims and that are parties to the Restructuring Support Agreement, and any holder of Senior Secured Notes who, after the date of the Restructuring Support Agreement, executes a counterpart to the Restructuring Support Agreement or takes the actions required of a transferee in accordance with Section 3 of the Restructuring Support Agreement.

1.66 ***Management*** means the officers of the Debtors.

1.67 ***Management Agreements*** means the written employment agreements with existing members of Management.

1.68 ***Management Incentive Plan*** means the incentive equity compensation plan for the benefit of Management, substantially in the form contained in the Plan Supplement, providing for ten percent (10%) of the New Common Stock (on a fully-diluted basis), the form, exercise price, vesting, and allocation of which shall be determined by the Majority Noteholder Group, in consultation with New Uno's chief executive officer.

1.69 ***New Board*** means the initial board of directors of New Uno.

1.70 ***New Common Stock*** means the shares of common stock, par value $0.01 per share, in New Uno authorized for issuance by New Uno in accordance with the terms hereof on, or as soon as reasonably practicable after, the Effective Date and distributed pursuant to the Plan.

1.71 ***New First Lien Credit Agreement*** means that certain credit agreement to be entered by and among Uno Restaurants, LLC and certain of the Reorganized Debtors, as

borrowers and/or guarantors, and the New First Lien Lenders, providing for post-Effective Date financing of the Reorganized Uno Companies on a first lien basis, and any of the documents and instruments related thereto. The New First Lien Credit Agreement shall be in form and substance acceptable to the Majority Noteholder Group and shall be substantially in the form contained in the Plan Supplement.

1.72 ***New First Lien Facility*** means the post-Effective Date financing provided by the New First Lien Lenders under the New First Lien Credit Agreement.

1.73 ***New First Lien Lenders*** means the lenders party to the New First Lien Credit Agreement.

1.74 ***New Intercreditor Agreement*** means the intercreditor agreement, to be dated as of the Effective Date, by and among the administrative agent under the New First Lien Credit Agreement, Uno Restaurants, LLC, the Reorganized Debtors, and the agent and collateral agent under the New Second Lien Indenture.

1.75 ***New Second Lien Notes*** means the new secured notes, in the aggregate principal amount of $27 million, to be issued only in the event the Rights Offering is consummated. Such New Second Lien Notes (the material terms of which are described in the Disclosure Statement) shall be issued by Uno Restaurants, LLC pursuant to the New Second Lien Notes Indenture and guaranteed by all of the Reorganized Debtors and shall be issued pursuant to the Plan and the Rights Offering Documents on, or as soon as reasonably practicable after, the Effective Date.

1.76 ***New Second Lien Notes Indenture*** means the indenture governing the New Second Lien Notes, which shall be entered into on the Effective Date if the Debtors, with the consent of the Majority Noteholder Group, elect to issue the New Second Lien Notes, and which shall be substantially in the form to be filed with the Plan Supplement and the Rights Offering Documents, and shall further be in form and substance acceptable to the Majority Noteholder Group.

1.77 ***New Uno*** means URHC, the new parent company of the other Reorganized Debtors on and after the Effective Date.

1.78 ***New Uno Bylaws*** means the bylaws of New Uno, substantially in the form contained in the Plan Supplement, and shall further be in form and substance acceptable to the Majority Noteholder Group.

1.79 ***New Uno Certificate of Incorporation*** means the certificate of incorporation of New Uno, substantially in the form contained in the Plan Supplement, and shall further be in form and substance acceptable to the Majority Noteholder Group.

1.80 ***Newport*** means Newport Global Opportunities Fund, LP.

1.81 ***Noteholder Deficiency Claim*** means the deficiency claim of the Senior Secured Notes Indenture Trustee.

1.82 ***Other Secured Claim*** means any Secured Claim, other than the DIP Financing Claims and the Senior Secured Notes Claims, that is secured by a Lien on property in which a Debtor's Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of the setoff, pursuant to section 553 of the Bankruptcy Code.

1.83 ***Participating Noteholder*** means a Senior Secured Noteholder who elects to purchase New Second Lien Notes offered pursuant to the Rights Offering.

1.84 ***Petition Date*** means January 20, 2010, the date on which each of the Debtors filed a voluntary petition for relief commencing the Chapter 11 Cases.

1.85 ***Plan*** means this First Amended Joint Consolidated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for Uno Restaurant Holdings Corporation and Its Affiliated Debtors and Debtors in Possession (including, without limitation, the Plan Supplement and all exhibits, supplements, appendices, and schedules hereto or thereto), either in its present form or as the same may be altered, amended, modified, or supplemented from time to time in accordance with the terms and provisions hereof.

1.86 ***Plan Documents*** means the documents to be executed, delivered, assumed and/or performed in conjunction with the consummation of the Plan on the Effective Date, including, but not limited to, the New Uno Certificate of Incorporation, the New Uno Bylaws, the Stockholders' Agreement, the New First Lien Credit Agreement, the New Second Lien Notes Indenture, the New Intercreditor Agreement, the Rights Offering Documents, the Backstop Commitment Agreement, the Claims Purchase Schedule, the Claims Purchasing Agreement, and the documents implementing the Restructuring Transactions, each in form and substance acceptable in all respects to the Plan Proponents; provided, however, that the Stockholders' Agreement and the Backstop Commitment Agreement shall be acceptable in all respects to each member of the Majority Noteholder Group that is to be a party thereunder, the Claims Purchase Schedule and any modification(s) thereto shall be acceptable in all respects to the Creditors' Committee, and the Claims Purchasing Agreement shall be acceptable in all respects to the Claims Purchasing Agent.

1.87 ***Plan Proponents*** means the Debtors and the Majority Noteholder Group. On and after the Effective Date, any action in the Plan that requires action by the Plan Proponents shall be taken by the Reorganized Debtors.

1.88 ***Plan Rate*** means 0.31%, the federal judgment rate on the Petition Date.

1.89 ***Plan Supplement*** means a supplemental appendix to the Plan, to be filed with the Bankruptcy Court no later than ten (10) days prior to the Voting Deadline (except as may otherwise be agreed by the Plan Proponents and, with respect to documents that impact the Claims Purchase, including, but not limited to, the Claims Purchase Schedule and the Claims Purchasing Agreement, by the Plan Proponents and the Creditors' Committee), that will contain, among other things, the Plan Documents, substantially in the form they will be entered into as of the Effective Date.

1.90 ***Prepetition Administrative Agent*** means Wells Fargo Foothill, Inc., as administrative agent to the Prepetition Lenders under the Prepetition Credit Agreement.

1.91 ***Prepetition Credit Agreement*** means that certain credit agreement, dated as of February 22, 2005 (as amended, supplement, restated, or otherwise modified prior to the Petition Date), among URHC (as successor to Uno Restaurant Merger Sub, Inc.) and its direct and indirect subsidiaries, as borrowers, the Prepetition Administrative Agent, and the Prepetition Lenders, and any of the documents and instruments related thereto.

1.92 ***Prepetition Lenders*** means, collectively, the lenders that are or were parties to the Prepetition Credit Agreement and their successors and assigns.

1.93 ***Priority Non-Tax Claim*** means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code (other than an Administrative Claim or a Priority Tax Claim).

1.94 ***Priority Tax Claim*** means any Claim of a governmental unit against the Debtors entitled to priority in payment pursuant to sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.95 ***Pro Rata*** means the proportion that a Claim bears to the sum of all Claims (including Disputed Claims) within such Class or group of Classes for which an allocation is being determined, unless the Plan provides otherwise with respect to such Claim or Claims.

1.96 ***Professional Compensation and Reimbursement Claim*** means an Administrative Claim under section 330(a), 331, or 503 of the Bankruptcy Code for compensation of a professional or other Person for services rendered or expenses incurred in the Chapter 11 Cases on or prior to the Confirmation Date (including, to the extent applicable, the reasonable non-legal expenses of the individual members of the Creditors' Committee incurred in the discharge of their duties as members of the Creditors' Committee).

1.97 ***Proposed Claim Amount*** has the meaning set forth in Section 5.8(a) of the Plan.

1.98 ***Released Actions*** means the Avoidance Actions, other than those arising under section 549 of the Bankruptcy Code, and Causes of Action against the Released Parties.

1.99 ***Released Parties*** means, collectively, each of (a) the Debtors, (b) the Reorganized Debtors, (c) the members of the Majority Noteholder Group (and their clients and funds under management and any investment advisors or investment managers of any such member), (d) the holders of Senior Secured Notes Claims, (e) the Senior Secured Notes Indenture Trustee, (f) the members of the Creditors' Committee, (g) the DIP Lenders, (h) the DIP Agent, (i) the Prepetition Lenders, (j) the Prepetition Administrative Agent, (k) the Existing Equity Holders, and (l) each of the respective officers, directors, employees, attorneys, advisors, insurers, investment bankers, consultants, managers, members, partners, agents, accountants, and other professionals of the parties listed in clauses (a) through (k), and their

predecessors, successors, assigns, present and former affiliates (whether by operation of law or otherwise), and equity holders, in each case, in their respective capacities as such.

1.100 ***Reorganized Debtors*** means all of the Debtors (including any successor corporation or entity by merger), as reorganized as of the Effective Date in accordance with the Plan.

1.101 ***Reorganized Uno Companies*** means New Uno and the other Reorganized Debtors.

1.102 ***Restructuring Support Agreement*** means that certain Restructuring Support Agreement, dated as of January 19, 2010, by and among URHC, the Uno Parents, Centre Partners, and the Majority Noteholder Group, as amended by Amendment No. 1 to Restructuring Support Agreement, dated as of February 25, 2010, to reflect and incorporate an agreement in principle between the Majority Noteholder Group and the Creditors' Committee with respect to the Committee Settlement, as the same may be further amended, modified, or supplemented from time to time in accordance with its terms.

1.103 ***Restructuring Transactions*** means the mergers, combinations, transfers, and other transactions involving certain of the Debtors to be effected on or about the Effective Date, as set forth in the Plan and the Plan Supplement.

1.104 ***Retained Causes of Action*** means all Causes of Action other than the Released Actions.

1.105 ***Rights*** means the rights to purchase New Second Lien Notes offered pursuant to the Rights Offering.

1.106 ***Rights Exercise Form*** means the form, to be distributed upon the Rights Offering Commencement Date, to subscribe for the Rights, and shall further be in form and substance acceptable to the Backstop Parties.

1.107 ***Rights Offering*** means the offer and sale of New Second Lien Notes to Senior Secured Noteholders, as described herein, backstopped by the Backstop Parties, which Rights Offering shall be commenced only at the election of the Debtors, with the consent of the Majority Noteholder Group.

1.108 ***Rights Offering Commencement Date*** means the date upon which the Rights Offering commences, which shall be no later than the date upon which the Plan Supplement is filed with the Bankruptcy Court.

1.109 ***Rights Offering Documents*** means, collectively, the documents necessary for effectuating the Rights Offering, which shall be substantially in the form contained in the Plan Supplement, and shall further be in form and substance acceptable to the Backstop Parties.

1.110 ***Rights Offering Expiration Date*** means 4:00 p.m. (prevailing Eastern Time) on the Voting Deadline.

1.111 ***Schedules*** means the schedules of assets and liabilities, the lists of holders of Interests, and the statements of financial affairs filed by the Debtors in accordance with section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended or supplemented on or prior to the Confirmation Date.

1.112 ***Secured Claim*** means a Claim against the Debtors (a) secured by a Lien on Collateral, to the extent of the value (as of the Effective Date or such other date as may be established by the Court) of such Collateral (i) as set forth in the Plan or (ii) as determined by a Final Order of the Court pursuant to section 506 of the Bankruptcy Code, or (b) secured by the amount of any rights of setoff of the holder thereof under section 553 of the Bankruptcy Code, to the extent of the amount subject to setoff; provided, however, that, to the extent that the value of such interest is less than the amount of the Claim which has the benefit of such security, the unsecured portion of such Claim shall be treated as a General Unsecured Claim.

1.113 ***Secured Deductible Claim*** means any Deductible Claim secured by a letter of credit, surety, or similar instrument that is collateralized by property of the Debtors.

1.114 ***Secured Tax Claim*** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

1.115 ***Senior Secured Noteholder*** means a holder of Senior Secured Notes under the Senior Secured Notes Indenture.

1.116 ***Senior Secured Notes*** means those certain 10% Senior Secured Notes, due 2011, issued pursuant to the Senior Secured Notes Indenture in an aggregate principal amount of $142,000,000.

1.117 ***Senior Secured Notes Claim*** means the secured portion of any Claim for principal or interest arising under, in connection with, or related to the Senior Secured Notes Indenture.

1.118 ***Senior Secured Notes Indenture*** means that certain indenture governing the Senior Secured Notes, dated as of February 22, 2005 (as amended, supplemented, restated, or otherwise modified prior to the Petition Date), among URHC (as successor to Uno Restaurant Merger Sub, Inc.), as issuer, certain of URHC's domestic subsidiaries and Uno Holdings II, LLC, as guarantors, and the Senior Secured Notes Indenture Trustee.

1.119 ***Senior Secured Notes Indenture Trustee*** means U.S. Bank National Association, as collateral agent and trustee under the Senior Secured Notes Indenture.

1.120 ***Senior Secured Notes Indenture Trustee Fees*** means the reasonable fees and expenses of the Senior Secured Notes Indenture Trustee incurred prior to the Effective Date in connection with carrying out its duties as the Senior Secured Notes Indenture Trustee, as provided for under the Senior Secured Notes Indenture.

1.121 ***Stockholders' Agreement*** means that certain agreement, by and among New Uno, members of the Majority Noteholder Group, the Consultant, and such other Entities designated by the Majority Noteholder Group, to be entered into on the Effective Date, substantially in the form included in the Plan Supplement and shall be acceptable in all respects to each party thereto.

1.122 ***Subordinated Claim*** means a Claim, if any, subject to subordination under section 510 of the Bankruptcy Code, including, without limitation, any Claim that arises from the rescission of a purchase or sale of a security of any Debtor or any affiliate of any Debtor, for damages arising from purchase or sale of such a security, or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

1.123 ***Tax Code*** means the Internal Revenue Code of 1986, as amended from time to time.

1.124 ***Twin Haven*** means Twin Haven Capital Partners, LLC or its designee.

1.125 ***Unimpaired*** means, with respect to a Claim, Class, or Interest, a Claim, Class, or Interest that is not Impaired.

1.126 ***Uno Parents*** means, collectively, Uno Acquisition Parent, Inc., Uno Holdings, LLC, and Uno Holdings II, LLC.

1.127 ***URHC*** means Uno Restaurant Holdings Corporation, a Delaware corporation.

1.128 ***Voting Deadline*** means the date by which a holder of a Claim or Interest must deliver a Ballot voting to accept or reject the Plan as set forth in the order of the Bankruptcy Court approving the instructions and procedures relating to the solicitation of votes with respect to the Plan.

1.129 ***Workers' Compensation Claim*** means any Claim against the Debtors held by (i) current and former employees of the Debtors, (ii) beneficiaries of current and former employees of the Debtors, and (iii) Governmental Units, for payment or reimbursement under and according to the terms of the Workers' Compensation Programs.

1.130 ***Workers' Compensation Programs*** means those statutorily mandated programs in effect on the Petition Date providing compensation, paid for by third parties, to employees of the Debtors for job-related injuries or job-related illnesses, which were required to be maintained under provisions of non-bankruptcy law.

B. Interpretation; Application of Definitions; Rules of Construction.

Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan that is defined in the Bankruptcy Code shall have the meaning assigned to that term in the Bankruptcy Code. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural

and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. Unless otherwise specified, (a) all article, section, schedule, or exhibit references in the Plan are to the respective article of, section in, schedule to, or exhibit to the Plan, as the same may be altered, amended, modified, or supplemented from time to time in accordance with the terms and provisions hereof and (b) all references to dollars are to the lawful currency of the United States of America. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

ARTICLE II

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, DIP FINANCING CLAIMS, PROFESSIONAL COMPENSATION AND REIMBURSEMENT CLAIMS, AND PRIORITY TAX CLAIMS; PAYMENT OF SENIOR SECURED NOTES INDENTURE TRUSTEE FEES

2.1 *Administrative Expense Claims*

Subject to the provisions of sections 330(a) and 331 of the Bankruptcy Code, as applicable, on the later to occur of (a) the Effective Date and (b) the date on which an Administrative Expense Claim becomes an Allowed Claim, the Reorganized Debtors shall (i) pay to each holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim or (ii) satisfy and discharge such Allowed Administrative Expense Claim in accordance with such other terms no more favorable to the claimant than as may be agreed upon by and between the holder thereof and the Plan Proponents or the Reorganized Debtors, as the case may be; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors during the Chapter 11 Cases shall be paid or performed when due in the ordinary course of business by the Debtors or Reorganized Debtors, as applicable, in accordance with the terms and conditions of the particular transaction and any agreements relating thereto.

2.2 *DIP Financing Claims*

On the Effective Date, (a) all outstanding DIP Financing Claims shall be indefeasibly paid and satisfied, in full, in Cash by the Debtors, (b) all commitments under the DIP Financing Agreement will terminate, (c) all Letters of Credit outstanding under the DIP Financing Agreement shall either (i) be returned to the issuer undrawn and marked "cancelled" or rolled into the New First Lien Facility, (ii) be cash collateralized in an amount equal to 105% of the face amount of the outstanding letters of credit, or (iii) be cash collateralized by back-to-back letters of credit, in form and substance and from a financial institution acceptable to such issuer, and (d) all money posted by the Debtors in accordance with the DIP Financing Agreement and the agreements and instruments executed in connection therewith shall be released to the applicable Reorganized Debtors.

2.3 ***Professional Compensation and Reimbursement Claims***

All Entities seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to sections 327, 328, 330, 331, and 503 or 1103 of the Bankruptcy Code shall (i) file their respective applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date that is forty-five (45) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court and (ii) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed by the Bankruptcy Court (A) on the date that such Professional Compensation and Reimbursement Claim becomes an Allowed Professional Compensation and Reimbursement Claim, or as soon thereafter as is practicable or (B) upon such other terms as may be mutually agreed upon between such holder of a Professional Compensation and Reimbursement Claim and the Reorganized Debtors. Holders of Professional Compensation and Reimbursement Claims that do not file and serve such application by the required deadline shall be forever barred from asserting such Professional Compensation and Reimbursement Claims against the Debtors, the Reorganized Debtors or their respective properties, and such Claims shall be deemed discharged as of the Effective Date. Objections to Professional Compensation and Reimbursement Claims shall be filed no later than seventy five (75) days after the Effective Date.

2.4 ***Priority Tax Claims***

Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date, each holder of an Allowed Priority Tax Claim shall receive, on account of and in full and complete settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, one of the following treatments: (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as practicable, (ii) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate equal to the Plan Rate, over a period ending not later than five (5) years after the Petition Date, (iii) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim, or (iv) upon such other terms as may be agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of such Allowed Priority Tax Claim.

2.5 ***Senior Secured Notes Indenture Trustee Fees***

On or as soon as practicable after the Effective Date, the Senior Secured Notes Indenture Trustee Fees shall be paid in Cash to the Senior Secured Notes Indenture Trustee.

ARTICLE III

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 ***Substantive Consolidation***

As set forth more fully below, the Debtors' Estates are being substantively consolidated for purposes of the Plan only. Accordingly, for purposes of the Plan, the assets and liabilities of the Debtors are deemed the assets and liabilities of a single, consolidated entity.

3.2 ***Classification of Claims and Equity Interests***

Claims (other than Administrative Expense Claims, DIP Financing Claims, Professional Compensation and Reimbursement Claims, Priority Tax Claims, and Senior Secured Notes Indenture Trustee Fees) and Interests are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan, as follows:

Class	Designation	Impairment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
2	Secured Tax Claims	Unimpaired	No (deemed to accept)
3	Other Secured Claims	Unimpaired	No (deemed to accept)
4	Senior Secured Notes Claims	Impaired	Yes
5	General Unsecured Claims	Impaired	Yes
6	Subordinated Claims	Impaired	No (deemed to reject)
7	Intercompany Claims	Unimpaired	No (deemed to accept)
8	Intercompany Interests	Unimpaired	No (deemed to accept)
9	Interests	Impaired	No (deemed to reject)

ARTICLE IV

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 ***Priority Non-Tax Claims (Class 1)***

(a) Impairment and Voting. Class 1 is unimpaired by the Plan. Each holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Unless otherwise agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of an Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall receive, in full satisfaction and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, Cash in an amount equal to such

Allowed Priority Non-Tax Claim on the later of the Effective Date and the date such Allowed Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable.

4.2 ***Secured Tax Claims (Class 2)***

(a) Impairment and Voting. Class 2 is unimpaired by the Plan. Each holder of an Allowed Secured Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that a holder of a Secured Tax Claim has been paid by the Debtors prior to the Effective Date and unless otherwise agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of an Allowed Secured Tax Claim, each holder of an Allowed Secured Tax Claim shall receive, in full satisfaction and discharge of, and in exchange for, such Allowed Secured Tax Claim, at the sole option of the Plan Proponents or the Reorganized Debtors, as applicable, (i) Cash in an amount equal to such Allowed Secured Tax Claim, including any interest on such Allowed Secured Tax Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of the Effective Date and the date such Allowed Secured Tax Claim becomes an Allowed Secured Tax Claim, or as soon thereafter as is practicable, or (ii) equal annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at a fixed annual rate equal to 5%, over a period ending not later than five (5) years after the Petition Date, or upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Secured Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Secured Tax Claim.

4.3 ***Other Secured Claims (Class 3)***

(a) Impairment and Voting. Class 3 is unimpaired by the Plan. Each holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Unless otherwise agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, and the holder of an Allowed Other Secured Claim, on the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed Other Secured Claim shall receive, in full satisfaction and discharge of, and in exchange for, such Allowed Other Secured Claim, one of the following distributions: (i) reinstatement of any such Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; (ii) the payment of such holder's Allowed Other Secured Claim in full in Cash; (iii) the surrender to the holder or holders of any Allowed Other Secured Claim of the property securing such Claim; or (iv) such other distributions as shall be necessary to satisfy the requirements of chapter 11 of the Bankruptcy Code.

4.4 ***Senior Secured Notes Claims (Class 4)***

(a) Impairment and Voting. Class 4 is impaired by the Plan. Each holder of an Allowed Senior Secured Notes Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each of the Senior Secured Noteholders shall receive, in full satisfaction and discharge of, and in exchange for, its Allowed Senior Secured Notes Claims, its Pro Rata share of (i) 100% of the New Common Stock, subject to dilution by any equity of New Uno that may be issued pursuant to the Management Incentive Plan or in connection with the Consulting Agreement; (ii) the Rights, if applicable; and (iii) up to $1.75 million in the aggregate in Cash from the proceeds of the Collateral securing the Senior Secured Notes Claims, which Cash payment shall be allocated and deemed paid to the Senior Secured Noteholders in accordance with Section 5.8 of the Plan.

(c) Allowance. The Senior Secured Notes Claims are Allowed Class 4 Claims in the aggregate total amount of $82,139,134.

4.5 ***General Unsecured Claims (Class 5)***

(a) Impairment and Voting. Class 5 is impaired by the Plan. Each holder of a General Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Holders of General Unsecured Claims shall receive no recovery from the Debtors or the Reorganized Debtors on account of their Claims.[1]

(c) Allowance of Noteholder Deficiency Claim. The Noteholder Deficiency Claim is an Allowed Class 5 Claim in the amount of $65,935,310.

4.6 ***Subordinated Claims (Class 6)***

(a) Impairment and Voting. Class 6 is impaired by the Plan. Each holder of an Allowed Subordinated Claim is conclusively deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Holders of Subordinated Claims shall receive no recovery from the Debtors or the Reorganized Debtors on account of their Claims.

4.7 ***Intercompany Claims (Class 7)***

(a) Impairment and Voting. Class 7 is unimpaired by the Plan. Each holder of an Allowed Intercompany Claim is conclusively deemed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. On or prior to the Effective Date, all Intercompany Claims will either be reinstated to the extent determined to be appropriate by the Plan Proponents or the Reorganized Debtors, as applicable, or adjusted, continued, or capitalized (but not paid in Cash), either directly or indirectly, in whole or in part, as determined by the Plan Proponents.

[1] See Section 5.8 of the Plan for a discussion of the Claims Purchase.

4.8 ***Intercompany Interests (Class 8)***

(a) Impairment and Voting. Class 8 is unimpaired by the Plan. Each holder of an Allowed Intercompany Interest is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Subject to the Restructuring Transactions, on the Effective Date, or as soon thereafter as is practicable, each Allowed Intercompany Interest shall be retained.

4.9 ***Interests (Class 9)***

(a) Impairment and Voting. Class 9 is impaired by the Plan. Each holder of an Allowed Interest is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have rejected the Plan.

(b) Distributions. Each holder of an Allowed Interest shall receive no distribution for and on account of such Interest and such Interest shall be cancelled on the Effective Date.

ARTICLE V

IMPLEMENTATION OF THE PLAN

5.1 ***Substantive Consolidation of Debtors for Plan Purposes Only***

(a) As set forth in Section 3.1 of the Plan, the Debtors' Estates are being substantively consolidated for Plan purposes only. The Debtors propose substantive consolidation to avoid the inefficiency of proposing and voting in respect of entity-specific Claims and Interests for which there would be no impact on distributions. Accordingly, on the Effective Date, all of the Debtors and their Estates shall, for Plan purposes only, be deemed merged and (i) all assets and liabilities of the Debtors shall be treated as though they were merged, (ii) all guarantees of any Debtor of the payment, performance, or collection of obligations of any other Debtor shall be eliminated and canceled, (iii) all joint obligations of two or more Debtors, and all multiple Claims against such entities on account of such joint obligations, shall be considered as a single Claim against the substantively consolidated Debtors, and (iv) any Claim filed in the Chapter 11 Case of any Debtor shall be deemed filed against the substantively consolidated Debtors and a single obligation of the substantively consolidated Debtors on and after the Effective Date.

(b) The substantive consolidation referred to in the Plan shall not (other than for purposes related to funding distributions under the Plan and as set forth above in Section 5.1(a)) affect (i) the legal and organizational structure of the Debtors or the Reorganized Debtors or (ii) any Intercompany Claims. As of the Effective Date, each of the Reorganized Debtors shall be deemed to be properly capitalized, legally separate, and distinct entities.

(c) For the avoidance of doubt, the limited substantive consolidation contemplated herein shall not be construed as substantive consolidation for any other purpose

than that described in subpart (a) of this Section. The Debtors believe that no creditor will receive a recovery inferior to that which it would receive if they proposed a plan that was completely separate as to each entity. If any party in interest challenges the proposed substantive consolidation, the Debtors reserve the right to establish at the confirmation hearing the ability to confirm that Plan on an entity-by-entity basis.

5.2 ***Restructuring Transactions***

On or about the Effective Date, and without the need for any further action, the Debtors or the Reorganized Debtors, as applicable, may effectuate the Restructuring Transactions to provide an efficient tax and operational structure for the Reorganized Debtors and holders of Claims and Interests, including, but not limited to, (i) causing any or all of the Debtors to be merged into one or more of the Debtors, dissolved, or otherwise consolidated, (ii) causing the transfer of Interests or assets between or among the Reorganized Uno Companies, or (iii) engaging in any other transaction in furtherance of the Plan. The Debtors or the Reorganized Debtors, as applicable, will incur the costs of implementing the Restructuring Transactions.

5.3 ***Corporate Action***

(a) General. On the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) adoption or assumption, as applicable, of Compensation and Benefit Plans, including the Management Agreements, of the Debtors, as amended or modified, (ii) selection of the directors and officers for New Uno, (iii) issuance of the New Common Stock by New Uno, (iv) entry into the New First Lien Credit Agreement and related documents, (v) entry into the New Second Lien Notes Indenture and related documents, (vi) entry into the New Intercreditor Agreement, (vii) issuance of the New Second Lien Notes, (viii) adoption of the Management Incentive Plan, (ix) entry into the Consulting Agreement, and (x) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the structure of the Debtors or the Reorganized Debtors and any action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, New Uno, or the other Reorganized Debtors. On or prior (as applicable) to the Effective Date, the appropriate officers of the Debtors, New Uno, or the other Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including, without limitation, (v) the Stockholders' Agreement, (w) the New First Lien Credit Agreement and related documents, (x) the New Second Lien Notes Indenture and related documents, (y) the New Intercreditor Agreement, and (z) any and all other agreements, documents, securities, and instruments relating to the foregoing.

(b) Certificates of Incorporation and Bylaws of New Uno and the Other Reorganized Debtors. On the Effective Date, New Uno shall adopt the New Uno Certificate of Incorporation and New Uno Bylaws and shall file the New Uno Certificate of Incorporation with the Secretary of State of the State of Delaware. In addition, on or before the Effective Date,

pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, the certificates of incorporation of the Debtors that are corporations and the organization documents for the Debtors that are limited liability companies shall also be amended (and as to the corporate Debtors, filed with the Secretary of State of their respective states of incorporation) as necessary to satisfy the provisions of the Bankruptcy Code and shall include, among other things, (i) a provision prohibiting the issuance of non-voting equity securities and (ii) a provision setting forth an appropriate distribution of voting power among classes of equity securities possessing voting power.

(c) Boards of Directors of New Uno and the Other Reorganized Debtors. On the Effective Date, the operation of New Uno shall become the general responsibility of its board of directors, subject to, and in accordance with, the New Uno Certificate of Corporation and New Uno Bylaws. The New Board shall consist of seven (7) directors, one of whom shall be Frank Guidara (so long as he remains the chief executive officer of New Uno), four (4) directors selected by Twin Haven (of which two (2) directors shall initially be non-employees of Twin Haven), one (1) director selected by Coliseum, and one (1) director selected by Newport. In accordance with section 1129(a)(5) of the Bankruptcy Code, the Plan Proponents will disclose in the Plan Supplement the identity and affiliations of any person proposed to serve on the New Board and, to the extent such person is an insider other than by virtue of being a director, the nature of any compensation for such person. On the Effective Date, the current members of the Debtors' board of directors not identified as members of the New Board shall resign. Each director of New Uno shall serve from and after the Effective Date pursuant to the terms of the New Uno Certificate of Incorporation, New Uno Bylaws, and applicable law.

(d) Officers of New Uno and the Other Reorganized Debtors. The initial officers of New Uno shall be disclosed in the Plan Supplement. The selection of officers of New Uno after the Effective Date shall be as provided in the New Uno Certificate of Incorporation and New Uno Bylaws. All existing executive officers of URHC are expected to serve in their existing capacities as officers of New Uno. The officers of each Reorganized Debtor other than New Uno shall remain as they were as of the Petition Date.

5.4 ***Corporate Existence***

Except as otherwise provided in the Plan or Plan Supplement, each Reorganized Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Reorganized Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be pursuant to the Plan and require no further action or approval.

5.5 ***Rights Offering***

(a) Option to Undertake Rights Offering. At the election of the Debtors, with the consent of the Majority Noteholder Group, the Debtors may commence the Rights Offering, the proceeds of which shall be used to repay the outstanding obligations under the term loan portion of the DIP Facility, thereby facilitating the Debtors' emergence from chapter 11.

(b) Rights Offering. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, each holder of an Allowed Senior Secured Notes Claim as of the Voting Record Date will have the opportunity, but not the obligation, to purchase, for Cash, New Second Lien Notes offered pursuant to the Rights Offering. The New Second Lien Notes shall be issued by Uno Restaurants, LLC and shall accrue interest at a rate of 15% per annum (of which 10% shall be payable in Cash and 5% shall be paid in kind or in Cash, at the election of the Reorganized Uno Companies) and shall have a final maturity of ninety (90) days following the maturity date of the New First Lien Credit Agreement. The obligation to repay the New Second Lien Notes will be guaranteed by the Reorganized Debtors and will be secured, on a second lien basis, by substantially all of the assets of Uno Restaurants, LLC and its subsidiaries as further set forth in the Disclosure Statement and the New Second Lien Notes Indenture.

(c) Calculation of Rights. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, each holder of an Allowed Senior Secured Notes Claim may elect to purchase New Second Lien Notes up to an aggregate principal amount equal to (i) a fraction, the numerator of which is the principal amount of Senior Secured Notes held by such holder and the denominator of which is the aggregate outstanding principal amount of Senior Secured Notes multiplied by (ii) the total principal amount of New Second Lien Notes issued to the holders of Senior Secured Notes in the Rights Offering. If less than all of the Rights held by the Senior Secured Noteholders are exercised (or deemed exercised), each Backstop Party will purchase that principal amount of New Second Lien Notes equal to (i) the principal amount of New Second Lien Notes issuable upon exercise of such Rights that are not exercised (or deemed exercised) by the Senior Secured Noteholders multiplied by (ii) such Backstop Party's Backstop Percentage.

(d) Timing. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the Rights Offering shall commence on the Rights Offering Commencement Date and shall terminate on the Rights Offering Expiration Date, or such later date as the Plan Proponents may specify in a notice provided to the Senior Secured Notes Indenture Trustee before 9:00 a.m. (prevailing Eastern Time) on the Business Day before the then-effective Rights Offering Expiration Date, all in accordance with the escrow agreement identified in Section 5.5(f) of the Plan. The Rights Offering Expiration Date is the final date by which a Senior Secured Noteholder may elect to subscribe to the Rights Offering. Each Senior Secured Noteholder intending to participate in the Rights Offering must affirmatively elect to exercise its Right(s) on or prior to the Rights Offering Expiration Date by completing a Rights Exercise Form. The Plan Proponents may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

(e) Exercise of Rights. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, each Senior Secured Noteholder

may exercise all or any portion of such Senior Secured Noteholder's Rights pursuant to the procedures outlined below, as appropriate, but the exercise of any Rights shall be irrevocable. Any and all disputes concerning the timeliness, viability, form, or eligibility of any exercise of Rights shall be resolved by the Plan Proponents in their sole discretion. The Plan Proponents may waive any defect or irregularity, or permit a defect or irregularity to be cured, within such times as it may determine to be appropriate, or reject the purported exercise of any Rights when such defect or irregularity exists. Subscription instructions shall be deemed not to have been properly completed until all irregularities have been waived or cured within such time as the Plan Proponents determine in their discretion reasonably exercised in good faith. The Plan Proponents reserve the right, but are under no obligation, to give notice to any Senior Secured Noteholder regarding any defect or irregularity in connection with any purported exercise of Rights by such Senior Secured Noteholder and the Plan Proponents may, but are under no obligation to, permit such defect or irregularity to be cured within such time as they may determine; provided, however, that none of the Plan Proponents or their respective officers, directors, employees, agents, advisors, or respective affiliates shall incur any liability for failure to give such notification.

(f) Funding. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, as promptly as practicable following entry of the Confirmation Order, but in no event later than two (2) Business Days after the date the Confirmation Order is entered, the Debtors, either directly or through the Senior Secured Notes Indenture Trustee (in such capacity, the "***Escrow Agent***"), shall notify each Participating Noteholder of the principal amount of New Second Lien Notes that it will be permitted to purchase and the purchase price for such New Second Lien Notes. Each Participating Noteholder shall be required to tender the purchase price to the Escrow Agent so that it is actually received no later than seven (7) Business Days after the date the Confirmation Order is entered. The payments made in accordance with the Rights Offering shall be deposited and held by the Escrow Agent, in accordance with an escrow agreement between the Debtors and the Escrow Agent, in an escrow account or similarly segregated account(s) at U.S. Bank, N.A., which shall be separate and apart from the Escrow Agent's general operating funds and any other funds subject to any Lien or any cash collateral arrangements and which segregated account(s) will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date. The Escrow Agent shall not use such funds for any other purpose prior to such date and shall not encumber or permit such funds to be encumbered with any Lien or other encumbrance, but the Escrow Agent shall be paid its reasonable fees and expenses pursuant to the Escrow Agreement. On the Effective Date, the proceeds of the Rights Offering shall be used to repay the outstanding obligations under the term loan portion of the DIP Facility, thereby facilitating the Debtors' emergence from chapter 11, and the Backstop Commitment Fee shall be paid.

(g) Transferability. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the Rights will be transferable subject to compliance with applicable securities laws. The Rights shall not be listed or quoted on any public or over-the-counter exchange or quotation system.

(h) Option to Terminate. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the Debtors may, with the

consent of the Majority Noteholder Group, decide not to continue with the Rights Offering or terminate the Rights Offering at any time prior to the Confirmation Hearing.

5.6 ***Issuance of New Second Lien Notes***

(a) Timing. In the event that the Debtors, with the consent of the Majority Noteholder Group, elect to initiate the Rights Offering, the New Second Lien Notes Indenture and related documents (including the New Intercreditor Agreement) shall be executed and delivered on the Effective Date, and Uno Restaurants, LLC shall be authorized to issue the New Second Lien Notes, and Uno Restaurants, LLC and the other Reorganized Debtors shall be authorized to execute, deliver, and enter into, *inter alia*, the New Second Lien Notes Indenture and related documents, without the need for any further corporate action and without further action by the holders of Claims or Interests. On the Effective Date, the New Second Lien Notes shall be issued on behalf of Uno Restaurants, LLC to those Participating Noteholders. Summaries of the New Second Lien Notes Indenture and the related documents are contained in the Disclosure Statement and a copy of the New Second Lien Notes Indenture and any related documents will be filed as part of the Plan Supplement.

(b) Exemption from Securities Laws. The issuance of the New Second Lien Notes shall be, and shall be deemed, to the maximum extent provided in section 1145 of the Bankruptcy Code and under applicable nonbankruptcy law, to be exempt from registration under any applicable federal or state securities laws, including under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder, and Uno Restaurants, LLC will not be subject to the reporting requirements of the Securities Exchange Act of 1934. The New Second Lien Notes issued pursuant to the Plan shall be freely tradeable under section 1145 of the Bankruptcy Code.

5.7 ***Issuance of New Common Stock***

(a) Issuance. On the Effective Date, New Uno shall issue such New Common Stock and all instruments, certificates, and other documents required to be issued or distributed pursuant to the Plan and the Plan Supplement without further act or action under applicable law, regulation, order, or rule and without the need for any further corporate action.

(b) Exemption from Securities Laws. The issuance of the New Common Stock shall be, and shall be deemed, to the maximum extent provided in section 1145 of the Bankruptcy Code and under applicable nonbankruptcy law, to be exempt from registration under any applicable federal or state securities laws, including under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder, and New Uno will not be subject to the reporting requirements of the Securities Exchange Act of 1934. The New Common Stock issued pursuant to the Plan shall be fully paid and non-assessable and, subject to the terms of the Stockholders' Agreement, freely tradeable under section 1145 of the Bankruptcy Code.

5.8 ***Claims Purchase***

(a) General. The Creditors' Committee's support of the Plan is premised on the Committee Settlement, which provides for, among other things, the purchase of the General Unsecured Claims on the Claims Purchase Schedule in accordance with this Section 5.8 of the

Plan (the "***Claims Purchase***"). The Senior Secured Noteholders have agreed to use the Claims Purchase Funds solely to acquire those General Unsecured Claims listed on the Claims Purchase Schedule, to the extent such Claims remain outstanding as of the Effective Date; provided, however, that such holder of the General Unsecured Claim being purchased (i) voted its Ballot to accept the Plan and to grant the Releases set forth in the Plan and (ii) does not object to confirmation of the Plan. For each General Unsecured Claim included on the Claims Purchase Schedule, the following shall be listed: (i) the "Scheduled/Filed Amount," which shall be the amount of such Claim as listed in the Debtors' Schedules or set forth on the proof of claim filed by the holder of such Claim, (ii) the amount of such Claim for purposes of the Claims Purchase (the "***Proposed Claim Amount***"), and (iii) the amount that is equal to 10% of such Proposed Claim Amount, subject to the provisions of Section 5.8(b) of the Plan (the "***Claim Purchase Price***"). Claims included on the Claims Purchase Schedule shall be purchased (subject to the conditions contained in this Section 5.8 of the Plan) for the amounts listed for such Claims under the heading "Claim Purchase Price." The Plan shall serve as the notice of transfer of Claim required under Bankruptcy Rule 3001(e).

(b) Calculation of the Claims Purchase Funds. The Claims Purchase Funds shall be equal to the aggregate total of the proposed "Claim Purchase Price" of all Claims set forth on the Claims Purchase Schedule; provided, however, that to the extent the aggregate Claim Purchase Price for all General Unsecured Claims included on the Claims Purchase Schedule exceeds $1.75 million, the Claim Purchase Price of each Claim on the Claims Purchase Schedule shall be reduced, Pro Rata, such that the aggregate Claim Purchase Price for all Claims on the Claims Purchase Schedule equals $1.75 million; provided, further, that to the extent that the total Claim Purchase Price is less than $1.0 million, the Claim Purchase Price for each Claim on the Claims Purchase Schedule shall be increased, Pro Rata, such that the aggregate Claim Purchase Price for all Claims on the Claims Purchase Schedule equals $1.0 million. Notwithstanding the foregoing, in no event shall any holder of a General Unsecured Claim listed on the Claims Purchase Schedule receive Cash in excess of the "Claim Purchase Price" listed with respect to such Claim.

(c) Claims Purchasing Agent. On the Effective Date, the Claims Purchase Funds shall be distributed to the Claims Purchasing Agent, and the Claims Purchasing Agent shall discharge such duties in accordance with the Plan and subject to the Claims Purchasing Agreement. Such amount shall be held in an escrow account, or similarly segregated account(s), which shall be separate and apart from the Claims Purchasing Agent's general operating funds and any other funds which may be subject to any Lien or any cash collateral agreements (whether pursuant to the New First Lien Credit Agreement, the New Second Lien Notes Indenture, or otherwise) and which segregated account(s) shall be maintained for the purpose of holding the money for administration of the Claims Purchase. The Claims Purchasing Agent shall be authorized to make the foregoing payments pursuant to the Claims Purchase Schedule on behalf of the Senior Secured Noteholders; provided, however, that notwithstanding anything herein, in the Disclosure Statement, or in the Confirmation Order to the contrary, the Noteholder Deficiency Claim and any other deficiency claims shall not be listed on the Claims Purchase Schedule unless otherwise agreed by the Creditors' Committee and the Plan Proponents. Under no circumstances shall the Senior Secured Noteholders (either directly or through the Claims Purchasing Agent) pay (i) in excess of $1.75 million in the aggregate for the Claims on the Claim

Purchase Schedule or (ii) less than $1.0 million in the aggregate for the Claims on the Claims Purchase Schedule.

(d) Timing of Claims Purchase. The Claims Purchase shall commence on or as soon as practicable after the Effective Date, with the Majority Noteholder Group determining the order in which the Claims on the Claims Purchase Schedule are purchased (which, in the first instance, shall be in the order in which they are listed on the Claims Purchase Schedule).

(e) Manner of Claims Purchase and Delivery of Payment. Unless otherwise specified herein, unless the holder of a Claim on the Claims Purchase Schedule agrees otherwise, any payment in Cash to be made by the Claims Purchasing Agent shall be made, at the election of the Claims Purchasing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. The provisions in Section 6.4(a) and (b) of the Plan shall govern the delivery of payments made to General Unsecured Creditors in connection with the Claims Purchase.

(f) Modifications to Claims Purchase Schedule. The Majority Noteholder Group, with the consent of the Creditors' Committee and in consultation with the Debtors or the Reorganized Uno Companies, as applicable, reserves the right to modify the Claims Purchase Schedule prior to or subsequent to the Effective Date without further order of the Court; provided, however, that a Claim may be removed from the Claims Purchase Schedule only to the extent that (i) such Claim is subject to setoff, (ii) the holder of such Claim has not voted to accept the Plan and grant the releases set forth in the Plan, or (iii) the holder of such Claim has objected to confirmation of the Plan. Notwithstanding the forgoing, the Majority Noteholder Group, with the consent of the Creditors' Committee and in consultation with the Debtors or the Reorganized Uno Companies, as applicable, may determine that the purchase amount for any individual Claim listed on the Claims Purchase Schedule shall not exceed a certain dollar cap; provided, however, that the dollar cap shall not be set at an amount less than $100,000.

Entry into New First Lien Credit Agreement

On or as of the Effective Date, Uno Restaurants, LLC and the other Reorganized Debtors shall enter into the New First Lien Credit Agreement, in form and substance acceptable to the Majority Noteholder Group, the proceeds of which shall be used to repay the outstanding obligations under the revolving loan portion of the DIP Facility. The New First Lien Credit Agreement shall be substantially in the form contained in the Plan Supplement.

5.10 ***Cancellation of Notes, Instruments, and Interests***

On the Effective Date, except as otherwise provided for herein, all (a) notes (including the Senior Secured Notes), Interests, bonds, indentures (including the Senior Secured Notes Indenture), stockholders agreements, registration rights agreements, repurchase agreements, and repurchase arrangements or other instruments or documents evidencing or creating any indebtedness or obligations of a Debtor that relate to Claims or Interests that are Impaired under the Plan shall be cancelled, (b) the obligations of the Debtors and the Senior Secured Notes Indenture Trustee, as applicable, under any agreements, stockholders agreements, registration rights agreements, repurchase agreements and repurchase arrangements, or indentures (including the Senior Secured Notes Indenture) governing the Senior Secured Notes,

the Interests, and any other notes, bonds, indentures, or other instruments or documents evidencing or creating any Claims or Interests against a Debtor that relate to Claims or Interests that are Impaired under the Plan shall be discharged. Notwithstanding the foregoing and anything contained in the Plan, the Senior Secured Notes Indenture shall continue in effect to the extent necessary to (i) allow the Debtors, the Reorganized Debtors, or the Senior Secured Notes Indenture Trustee to make distributions pursuant to the Plan on the Effective Date or as soon thereafter as is reasonably practicable on account of the Senior Secured Noteholder Claims under the Senior Secured Notes Indenture, (ii) permit the Senior Secured Notes Indenture Trustee to be paid the Senior Secured Notes Indenture Trustee Fees, (iii) permit the Senior Secured Notes Indenture Trustee to appear in the Chapter 11 Cases, and (iv) permit the Senior Secured Notes Indenture Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iii); provided, however, that for the avoidance of doubt, the Debtors' obligations pursuant to the Senior Secured Notes Indenture shall be, and shall be deemed to be, fully and completely terminated and discharged upon the making of the distributions set forth in clause (i) hereof.

Nothing herein shall impair the rights of the Senior Secured Notes Indenture Trustee to enforce its charging liens, created in law or pursuant to the Senior Secured Notes Indenture, against property that would otherwise be distributed to the Senior Secured Noteholders. Without further action or order of the Bankruptcy Court, the charging liens of the Senior Secured Notes Indenture Trustee shall attach to any property distributable to the holders of Allowed Senior Secured Notes Claims under the Plan with the same priority, dignity, and effect that such liens had on property distributable under the Senior Secured Notes Indenture. Notwithstanding anything herein to the contrary, the Senior Secured Notes Indenture Trustee shall not be permitted to enforce its charging lien or charge any fees, expenses, or other amounts against the Claims Purchase Funds.

5.11 *Management Incentive Plan*

As of the Effective Date, New Uno shall establish the Management Incentive Plan, which shall provide for 10% of the New Common Stock (on a fully diluted basis) to be available for issuance to the officers and key employees of the Reorganized Debtors and its affiliates. The vesting and allocation of the New Common Stock under the Management Incentive Plan shall be determined by the Majority Noteholder Group, in consultation with New Uno's chief executive officer.

5.12 *Cancellation of Liens*

Except as otherwise provided for pursuant to the Plan, the DIP Financing Agreement, and the DIP Financing Order, upon the occurrence of the Effective Date, any Lien securing any Secured Claim shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to release any Collateral or other property of any Debtor (including any cash Collateral) held by such holder and to take such actions as may be requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases.

5.13 *Compromise of Controversies*

In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Rule 9019.

5.14 ***Exemption from Transfer Taxes***

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer from a Debtor to a Reorganized Debtor or any other Person pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Without limiting the foregoing, any issuance, transfer, or exchange of a security or any making or delivery of an instrument of transfer pursuant to the Plan shall be exempt from the imposition and payment of any and all transfer taxes (including, without limitation, any and all stamp taxes or similar taxes and any interest, penalties, and additions to the tax that may be required to be paid in connection with the consummation of the Plan and the Plan Documents) pursuant to sections 1146(a), 505(a), 106, and 1141 of the Bankruptcy Code.

ARTICLE VI

PROVISIONS REGARDING DISTRIBUTIONS UNDER THE PLAN

6.1 ***Date of Distributions***

Except as otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Whenever any distribution to be made under this Plan shall be due on a day other than a Business Day, such distribution shall instead be made, without interest, on the immediately succeeding Business Day and shall be deemed to have been made on the date due. Any payments or distributions to be made pursuant to the Plan shall be deemed to be made timely if made within thirty (30) days after the dates specified in the Plan.

6.2 ***Disbursing Agent***

(a) Distributions by the Disbursing Agent. Unless otherwise specified herein, all distributions under the Plan shall be made by a Disbursing Agent. Any Disbursing Agent shall be deemed to hold all property to be distributed hereunder in trust for the Entities entitled to receive same. Any Disbursing Agent shall not hold an economic or beneficial interest in such property. Notwithstanding the foregoing, nothing herein shall affect the charging lien of the Senior Secured Notes Indenture Trustee; provided, however, that the Senior Secured Notes

Indenture Trustee shall not be permitted to enforce its charging lien or charge any fees, expenses, or other amounts against the Claims Purchase Funds. No Disbursing Agent hereunder, including, without limitation, the Senior Secured Notes Indenture Trustee and the Claims Purchasing Agent, shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

(b) Powers of the Disbursing Agent. Any Disbursing Agent shall be empowered to (a) take all steps and execute all instruments and documents necessary to effectuate the Plan, (b) make distributions contemplated by the Plan, (c) comply with the Plan and the obligations hereunder, and (d) exercise such other powers as may be vested in such Disbursing Agent pursuant to order of the Bankruptcy Court, pursuant to the Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

(c) Exculpation. From and after the Effective Date, any Disbursing Agent shall be exculpated by all Entities, including, without limitation, holders of Claims and Interests and other parties in interest, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of such Disbursing Agent. No holder of a Claim or an Interest or other party in interest shall have or pursue any claim or cause of action against any Disbursing Agent for making payments in accordance with the Plan or for implementing the provisions of the Plan.

6.3 ***Manner of Payment under the Plan***

Unless otherwise specified herein or unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made by a Disbursing Agent shall be made, at the election of the Reorganized Debtors, by check drawn on a domestic bank or by wire transfer from a domestic bank; provided, however, that no Cash payments shall be made to a holder of an Allowed Claim until such time as the amount payable thereto is equal to or greater than One Hundred Dollars ($100.00), unless a request therefor is made in writing to the appropriate Disbursing Agent.

6.4 ***Delivery of Distributions***

(a) Last Known Address. Subject to the provisions of Bankruptcy Rule 9010, distributions and deliveries to holders of Allowed Claims shall be made at the address of such holders as set forth on the Schedules filed with the Bankruptcy Court unless superseded by the address set forth on proofs of claim filed by such holders, or at the last known address of such holders if no proof of claim is filed or if the Debtors have been notified in writing of a change of address.

(b) Undeliverable Distributions. In the event that any distribution to any holder is returned to a Disbursing Agent as undeliverable, no further distributions shall be made to such holder unless and until such Disbursing Agent is notified, in writing, of such holder's then-current address. Undeliverable distributions shall remain in the possession of such

Disbursing Agent until such time as a distribution becomes deliverable; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interest in property shall revert to New Uno, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary. All Entities ultimately receiving undeliverable Cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in the Plan shall require any Disbursing Agent to attempt to locate any holder of an Allowed Claim.

(c) Distributions by the Senior Secured Notes Indenture Trustee. The Senior Secured Notes Indenture Trustee shall be the Disbursing Agent for the Senior Secured Notes Claims and also shall act as the Claims Purchasing Agent, pursuant to the Claims Purchasing Agreement consistent with the terms of the Plan. Distributions under the Plan to holders of Allowed Senior Secured Notes Claims shall be made by the Reorganized Debtors to the Senior Secured Notes Indenture Trustee, which, in turn, shall make the distributions to the holders of such Allowed Senior Secured Notes Claims and, upon completion thereof, shall be discharged from all of their obligations associated with the Senior Secured Notes. With respect to the Claims Purchase Funds, the Senior Secured Notes Indenture Trustee shall, in lieu of distributing such funds to the holders of Allowed Senior Secured Notes Claims, use such funds to effectuate the purchase of General Unsecured Claims on the Claims Purchase Schedule in accordance with Section 5.8 of the Plan.

6.5 ***Fractional New Common Stock***

No fractional shares of New Common Stock shall be issued. Fractional shares of New Common Stock shall be rounded to the next greater or next lower number of shares in accordance with the following method: (a) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (1/2) shall be rounded to the next lower whole number. The total number of shares or interests of New Common Stock to be distributed to a Class hereunder shall be adjusted as necessary to account for the rounding provided for in this Section 6.5.

6.6 ***Fractional Dollars***

With respect to any Cash distributions, at the election of the Reorganized Uno Companies, no distributions of fractional dollars need be made. Any distribution of Cash may be rounded to the next greater or next lower whole dollar amount in accordance with the following method: (a) fractions of fifty cents ($0.50) or greater shall be rounded to the next higher whole dollar amount, and (b) fractions of less than fifty cents ($0.50) shall be rounded to the next lower whole dollar amount.

6.7 ***Time Bar to Cash Payments***

Checks issued by the Reorganized Uno Companies on account of Allowed Claims shall be null and void if not negotiated within 180 days from and after the date of issuance thereof. Requests for re-issuance of any check shall be made directly to New Uno by the holder

of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of (a) the first (1st) anniversary of the Effective Date or (b) 180 days after the date of issuance of such check, if such check represents a final distribution hereunder on account of such Allowed Claim. After such date, all Allowed Claims in respect of voided checks shall be discharged and forever barred and the Reorganized Uno Companies shall retain all monies related thereto.

6.8 ***Distributions After Effective Date***

Distributions made after the Effective Date to holders of Allowed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made in accordance with the terms and provisions of Article 6 of the Plan.

6.9 ***Setoffs***

Other than with respect to the Senior Secured Notes Claims and the DIP Facility Claims (as to which any and all rights in favor of the Debtors or Reorganized Debtors of setoff or recoupment have been waived), the Reorganized Debtors may, but shall not be required to set off, pursuant to applicable non-bankruptcy law, against any Allowed Claim and the distributions to be made pursuant to the Plan on account thereof (before any distribution is made on account of such Claim), the claims, rights, and causes of action of any nature the Debtors or the Reorganized Debtors may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors, of any such claims, rights, and causes of action that the Debtors or the Reorganized Debtors may possess against such holder; provided, further, that nothing contained in the Plan is intended to limit the ability of any Creditor to effectuate rights of setoff or recoupment preserved or permitted by the provisions of sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or pursuant to the common law right of recoupment.

6.10 ***Allocation of Plan Distributions Between Principal and Interest***

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

6.11 ***Distribution Record Date***

As of the close of business on the Distribution Record Date, registers of the Senior Secured Notes Indenture Trustee shall be closed, and the Senior Secured Notes Indenture Trustee shall have no obligation to recognize any transfers of Claims arising under or related to the Senior Secured Notes Indenture occurring from and after the Distribution Record Date. Distributions to holders of Senior Secured Notes Claims administered by the Senior Secured Notes Indenture Trustee shall be made by means of book-entry distribution through the facilities of DTC in accordance with the customary practices of the DTC, as and to the extent practicable. In connection with such book-entry distribution, the Senior Secured Notes Indenture Trustee

shall deliver instructions to the DTC directing the DTC to effect distributions on a Pro Rata basis as provided under the Plan with respect to the Senior Secured Note Claims.

6.12 *Senior Secured Notes Indenture Trustee as Claim Holder*

Consistent with Bankruptcy Rule 3003(c), the Debtors shall recognize the master proof of claim filed by the Senior Secured Notes Indenture Trustee in respect of the Senior Secured Notes Claims, which Senior Secured Notes Claims shall be deemed Allowed Claims. Accordingly, any proof of claim filed by a holder of a Senior Secured Notes Claim on account of its Senior Secured Notes Claim shall be deemed disallowed as duplicative of the Senior Secured Notes Indenture Trustee master proof of claim, without further action or Bankruptcy Court order, except to the extent any proof of claim, or a portion of a proof of claim, filed by a holder of a Senior Secured Notes Claim is not included within the master proof of claim filed by the Senior Secured Notes Indenture Trustee.

ARTICLE VII

PROVISION FOR TREATMENT OF DISPUTED CLAIMS UNDER THE PLAN

7.1 *Objections to Claims; Prosecution of Disputed Claims*

Except insofar as a Claim is Allowed pursuant to the Plan or is purchased pursuant to Section 5.8 of the Plan, the Reorganized Uno Companies may object to the allowance of Claims filed with the Bankruptcy Court with respect to which they dispute liability, priority, and/or amount; provided, however, that the Reorganized Uno Companies (within such parameters as may be established by the New Board) shall have the authority to file, settle, compromise, or withdraw any objections to Claims. Unless otherwise ordered by the Bankruptcy Court, the Reorganized Uno Companies shall file and serve all objections to Claims as soon as practicable, but, in each instance, not later than ninety (90) days following the Effective Date or such later date as may be approved by the Bankruptcy Court.

7.2 *Estimation of Claims*

Unless otherwise limited by an order of the Bankruptcy Court, any of the Plan Proponents or Reorganized Uno Companies may at any time request that the Bankruptcy Court estimate for final distribution purposes any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any of the Plan Proponents or the Reorganized Uno Companies previously objected to such Claim. The Bankruptcy Court will retain jurisdiction to consider any request to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. Unless otherwise provided in an order of the Bankruptcy Court, in the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court; provided, however, that if the estimate constitutes the maximum limitation on such Claim, any of the Plan Proponents or the Reorganized Uno Companies, as the case may be, may elect to pursue supplemental proceedings to object to any ultimate allowance of such Claim, and; provided,

further, that the foregoing is not intended to limit the rights granted by section 502(j) of the Bankruptcy Code. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another.

7.3 *No Distributions Pending Allowance*

Notwithstanding any other provision hereof, if any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes Allowed. This Section 7.3 of the Plan shall not apply to General Unsecured Claims, which shall be governed by Section 5.8 of the Plan.

7.4 *Distributions After Allowance*

At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Disbursing Agent shall distribute to the holder thereof the distributions, if any, to which such holder is then entitled under the Plan. Notwithstanding anything herein, in the Disclosure Statement, or the Confirmation Order to the contrary, this Section 7.4 of the Plan shall not apply to General Unsecured Claims.

7.5 *Limitations on Amounts to be Distributed to Holders of Deductible Claims*

Distributions under the Plan, if any, to each holder of a Deductible Claim shall be in accordance with the treatment provided under the Plan for the Class in which such Deductible Claim is classified. A holder of a Deductible Claim shall be barred from attempts to collect on such Deductible Claim from the applicable insurance carrier or administrator. Nothing in this section or this Plan shall constitute a waiver of any claim, debt, right, cause of action, or liability that any entity may hold with respect to the Insured Portion against any other entity, including the Debtors' insurance carriers, subject to the Claims Purchase. To the extent permitted by applicable law subject to the Claims Purchase, the holder of an Insured Claim shall have the right with respect to the Insured Portion of such Claim to proceed directly against the applicable Debtor's or Reorganized Debtor's insurance carrier. The Debtors and Reorganized Debtors shall have no liability with respect to the Insured Claims and no Distributions will be made to holders of Insured Claims or the Debtors' insurance carriers with respect to such Claims. Notwithstanding anything in this Plan to the contrary, in their sole discretion, the Debtors or Reorganized Debtors, as the case may be, may pay any Secured Deductible Claim, in Cash, even where no proof of claim is timely filed to prevent any insurance carrier from executing on collateral held by or for the benefit of such insurance carrier. The treatment set forth in this Section 7.5 shall be in full settlement, release, and discharge of Insured Claims.

ARTICLE VIII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 *Assumption or Rejection of Executory Contracts and Unexpired Leases*

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and any Entity shall be deemed

assumed by the Debtors (regardless of whether such executory contracts and unexpired leases are listed on Schedule C (as discussed below)), as of the Effective Date, except for any executory contract or unexpired lease (a) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date, (b) that previously expired or terminated pursuant to its own terms, (c) as to which a motion for approval of the rejection of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (d) that is specifically designated as a contract or lease to be rejected on Schedule A (executory contracts) or Schedule B (unexpired leases), which Schedules shall be contained in the Plan Supplement; provided, however, that the Plan Proponents reserve the right, on or prior to the Confirmation Date, to amend Schedules A and B to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, respectively, assumed or rejected. The Plan Proponents shall provide notice of any amendments to Schedules A and B to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Schedule A or B shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

8.2 ***Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases***

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (a) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Section 8.1 of the Plan, (b) the extension of time, pursuant to section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume, assume and assign, or reject the unexpired leases specified in Section 8.1 of the Plan through the date of entry of an order approving the assumption, assumption and assignment, or rejection of such unexpired leases, and (c) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Section 8.1 of the Plan.

8.3 ***Cure of Defaults for Assumed Executory Contracts and Unexpired Leases***

Schedule C, which shall be contained in the Plan Supplement, shall set forth Cure Amounts. Except as may otherwise be agreed to by the parties, Cure Amounts shall be satisfied, in accordance with section 365(b) of the Bankruptcy Code, by the Debtors or Reorganized Uno Companies upon the assumption thereof or as soon as practicable thereafter. If there is a dispute regarding (a) the nature or amount of any Cure Amount, (b) the ability of the Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the parties to such executory contracts or unexpired leases to be assumed by the Debtors shall have fourteen (14) days from the filing of Schedule C to object to, among other things, the Cure Amount listed by the Debtors. If there are any objections filed that cannot be resolved by the parties, the Debtors or the Reorganized Debtors shall retain their right to reject any of the executory contracts or unexpired leases, including contracts or leases that are

subject to a dispute concerning a Cure Amount. Counterparties to contracts contained in Schedule C shall be forever barred from asserting any default under the applicable executory contracts or unexpired leases arising prior to the Effective Date, except for the Cure Amount.

8.4 ***Inclusiveness***

Unless otherwise specified on Schedules A, B, and C, each executory contract and unexpired lease listed or to be listed on Schedules A, B, and C shall include modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed on Schedule A, B, and C.

8.5 ***Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan***

Claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 8.1 of the Plan must be filed with the Bankruptcy Court and served upon the Debtors (or, on and after the Effective Date, the Reorganized Debtors) no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to Schedule A or B. All such Claims not filed within such time will be forever barred from assertion against the Debtors, their Estates, the Reorganized Uno Companies, and their respective property.

8.6 ***Insurance Policies***

Notwithstanding anything contained in the Plan to the contrary, unless subject to a motion for approval or rejection that has been filed and served prior to the Confirmation Date, all of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, shall be treated as executory contracts under the Plan and shall be assumed pursuant to the Plan, effective as of the Effective Date. Nothing contained in this Section 8.6 shall constitute or be deemed a waiver of any Cause of Action that the Debtors may hold against any Entity, including, without limitation, the insurer, under any of the Debtors' insurance policies. All other insurance policies shall re-vest in the Reorganized Debtors.

8.7 ***Survival of the Debtors' Indemnification Obligations***

Any obligations of the Debtors pursuant to their certificates of incorporation and bylaws or organizational documents, as applicable, or any other agreements entered into by any Debtor at any time prior to the Effective Date, to indemnify current and former directors, officers, agents, and/or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such directors, officers, agents, and/or employees, based upon any act or omission for or on behalf of the Debtors, irrespective of whether such indemnification is owed in connection with an event occurring before or after the Petition Date, shall not be discharged or impaired by confirmation of the Plan. Such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors hereunder and shall continue as obligations of the Reorganized Debtors. Any Claim based on the Debtors' obligations herein

shall not be a Disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code.

8.8 ***Survival of Other Employment Arrangements***

Notwithstanding anything contained in the Plan to the contrary, unless specifically rejected by order of the Bankruptcy Court, or unless subject to a motion for approval of rejection that has been filed and served prior to the Confirmation Date, the Compensation and Benefit Plans shall be deemed to be, and shall be treated as though they are, executory contracts that are deemed assumed under the Plan on the same terms, and the Debtors' obligations under the Compensation and Benefit Plans shall be deemed assumed pursuant to section 365(a) of the Bankruptcy Code, shall survive confirmation of the Plan, shall remain unaffected thereby, and shall not be discharged in accordance with section 1141 of the Bankruptcy Code; provided, however, that with respect to the Management Agreements, the Reorganized Uno Companies shall either enter into new employment agreements or assume such agreements. Any default existing under the Compensation and Benefit Plans shall be cured promptly after it becomes known by the Reorganized Debtors.

ARTICLE IX

CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN; IMPLEMENTATION PROVISIONS

9.1 ***Conditions Precedent to Confirmation***

The occurrence of the Confirmation Date is subject to satisfaction of the following conditions precedent:

(a) Entry of the Disclosure Statement Order. The Clerk of the Bankruptcy Court shall have entered the Disclosure Statement Order in form and substance acceptable to the Plan Proponents and the Creditors' Committee, the effectiveness of which shall not have been stayed fourteen (14) days following the entry thereof.

(b) Proposed Confirmation Order. The proposed Confirmation Order shall be in form and substance acceptable to the Plan Proponents and the Creditors' Committee.

(c) Plan Documents. All Plan Documents shall be in form and substance acceptable to the Plan Proponents and (i) to the extent a Plan Document affects the purchase of Claims (as described in Section 5.8 of the Plan), the Creditors' Committee, (ii) to the extent a Plan Document impacts the rights and duties of the Claims Purchasing Agent under the Claims Purchasing Agreement, the Claims Purchasing Agent, and (iii) the Stockholders' Agreement shall be acceptable in all respects to each member of the Majority Noteholder Group that is to be a party thereunder.

9.2 ***Conditions Precedent to Effective Date of the Plan***

The occurrence of the Effective Date and the substantial consummation of the Plan are subject to satisfaction of the following conditions precedent:

(a) Entry of the Confirmation Order. The Clerk of the Bankruptcy Court shall have entered the Confirmation Order in form and substance acceptable to the Plan Proponents and the Creditors' Committee, the effectiveness of which shall not have been stayed within fourteen (14) days following the entry thereof.

(b) Consents Obtained. The Debtors shall have received all authorizations, consents, legal and regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are necessary to implement and consummate the Plan and that are required by law, regulation, or order.

(c) Tail Liability Policies. The Debtors shall have obtained tail liability policies for the directors and officers of New Uno and the other Reorganized Debtors immediately prior to the Effective Date in amounts and on terms acceptable to the Majority Noteholder Group and the existing board of directors of URHC; provided, however, that the cost of such insurance policies in the aggregate shall not exceed 150% of the aggregate annual premium for the Debtors' existing director and officer liability policies.

(d) Consulting Agreement. The Consulting Agreement, substantially in the form attached to the Restructuring Support Agreement, shall have been executed and be in form and substance acceptable to the Plan Proponents and Centre Partners.

(e) Funding of the Amounts to Purchase Claims on the Claims Purchase Schedule. The Claims Purchase Funds, up to the aggregate Claim Purchase Price for all General Unsecured Claims included on the Claims Purchase Schedule as of the Effective Date, shall have been funded by the Debtors to the Claims Purchasing Agent on behalf of the Senior Secured Noteholders.

(f) Satisfaction of Conditions in Plan and Restructuring Support Agreement. The Debtors shall have satisfied all other conditions set forth in the Plan and Restructuring Support Agreement, as applicable, including, but not limited to, (i) operation of the Debtors' businesses in the ordinary course of business and in accordance with a budget approved by the Majority Noteholder Group, in its sole discretion, and (ii) the granting of information sharing rights to the Majority Noteholder Group in form and substance acceptable to the Majority Noteholder Group.

(g) Governmental Bar Date. The deadline for governmental units (as defined in section 101(27) of the Bankruptcy Code) to file proofs of claim in respect of prepetition claims against any of the Debtors has occurred and no claims filed by such governmental units would have a material adverse impact on the Reorganized Uno Companies' projections.

(h) Execution of Documents; Other Actions. All other actions and documents necessary to implement the Plan shall have been effected or executed.

9.3 ***Waiver of Conditions***

The Plan Proponents (and, in the case of the Consulting Agreement, Centre Partners), may, to the extent not prohibited by applicable law, waive one or more of the conditions precedent to Confirmation or to the Effective Date set forth in Sections 9.1 and 9.2 of

the Plan; provided, however, that with respect to a waiver of the condition to fund the Claims Purchase Funds, no waiver shall occur absent consent of the Creditors' Committee.

9.4 ***Failure of Conditions Precedent***

Unless otherwise agreed to by the Plan Proponents, in the event that one or more of the conditions specified in Section 9.2 of the Plan have not occurred on or before July 30, 2010 (or July 15, 2010 in the event that the condition specified in Section 9.2(g) of the Plan has been waived by the Majority Noteholder Group prior to July 1, 2010), (i) the Confirmation Order shall be vacated, (ii) no distributions under the Plan shall be made, (iii) the Debtors and all holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (iv) the Debtors' obligations with respect to Claims and Interests shall remain unchanged and nothing contained herein shall constitute or be deemed to be a waiver or release of any Claims or Interests by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors. For the avoidance of doubt, and notwithstanding anything in the Disclosure Statement or the Plan to the contrary, if the Plan is not confirmed or does not become effective, nothing in the Plan or the Disclosure Statement shall be construed as a waiver of any rights or claims of the Debtors.

ARTICLE X

EFFECT OF CONFIRMATION

10.1 ***Vesting of Assets in the Reorganized Debtors***

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property in the Debtors' Estates, including Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Reorganized Debtors free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens, if any, expressly granted pursuant to the Plan). On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Causes of Action or interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

10.2 ***Discharge of Claims and Termination of Interests***

Except as otherwise provided in the Plan, the DIP Financing Agreement, the DIP Financing Order, or the Confirmation Order, the rights afforded in the Plan and the payments and distributions to be made hereunder shall be in exchange for and in complete satisfaction and discharge of all existing debts and Claims, and shall terminate all Interests, of any kind, nature, or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as provided in the Plan, on the Effective Date, all existing Claims against the Debtors and Interests in the Debtors, shall be, and shall be deemed to be satisfied and discharged, and all holders of Claims and Interests shall be

precluded and enjoined from asserting against the Reorganized Uno Companies, or any of their respective assets or properties, any other or further Claim or Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Interest.

10.3 ***Discharge of Debtors***

Upon the Effective Date and in consideration of the Distributions to be made hereunder, except as otherwise expressly provided for in the Plan, the DIP Financing Agreement, the DIP Financing Order, or the Confirmation Order, each holder (as well as any trustees and agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to have such Claim or Interest satisfied and discharged by the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from asserting against the Debtors or their respective successors or assigns, including, without limitation, the Reorganized Uno Companies, or their respective assets, properties, or interests in property, any discharged Claim or Interest in the Debtors, any other or further Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the facts or legal bases therefore were known or existed prior to the Effective Date regardless of whether a proof of Claim or Interest was filed, whether the holder thereof voted to accept or reject the Plan, or whether the Claim or Interest is an Allowed Claim or an Allowed Interest.

10.4 ***Injunction on Claims***

Except as otherwise expressly provided in the Plan, the Confirmation Order, or such other order of the Bankruptcy Court that may be applicable, all Entities who have held, hold, or may hold Claims or other debt or liability that is discharged or Interests or other right of equity interest that is discharged pursuant to the Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or other debt or liability or Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan against the Debtors or the Reorganized Uno Companies, the Debtors' Estates, or properties or interests in properties of the Debtors or the Reorganized Uno Companies, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors or the Reorganized Uno Companies, the Debtors' Estates or properties, or interests in properties of the Debtors or the Reorganized Uno Companies, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors or the Reorganized Uno Companies, the Debtors' Estates or properties, or interests in properties of the Debtors or the Reorganized Debtors, (d) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors or the Reorganized Uno Companies, the Debtors' Estates or properties, or interests in properties of the Debtors or the Reorganized Uno Companies with respect to any such Claim or other debt or liability that is discharged or Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, and (e) taking any actions to interfere with the implementation or

consummation of the Plan; provided, however, that such injunction shall not preclude the United States of America, any State, or any of their respective police or regulatory agencies from enforcing their police or regulatory powers; and, provided, further, that except in connection with a properly filed proof of claim, the foregoing proviso does not permit the United States of America, any state, or any of their respective police or regulatory agencies from obtaining any monetary recovery from the Debtors or the Reorganized Uno Companies, or their respective property or interests in property with respect to any such Claim or other debt or liability that is discharged or Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, including, without limitation, any monetary claim or penalty in furtherance of a police or regulatory power. Such injunction shall extend to all successors of the Debtors and the respective properties and interests in property of all of the successors.

10.5 ***Terms of Existing Injunctions or Stays***

Unless otherwise provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

10.6 ***Exculpation***

None of the Debtors, the Reorganized Debtors, the Majority Noteholder Group, the Senior Secured Notes Indenture Trustee, the Creditors' Committee, Centre Partners, the Prepetition Lenders, the Prepetition Administrative Agent, the DIP Lenders, the DIP Agent, and any of their respective directors, officers, employees, managers, partners, members, attorneys, consultants, advisors, and agents (but solely in their capacities as such), shall have or incur any liability to any holder of a Claim or Interest or any other Entity for any act taken or omitted to be taken in connection with, related to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, implementation, confirmation, approval, or administration of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the property to be distributed under the Plan, or any contract, instrument, release, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 10.6 shall not affect the liability of (a) any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct, including, without limitation, fraud and criminal misconduct, (b) the professionals of the Debtors, the Reorganized Debtors, the Majority Noteholder Group, or the Senior Secured Notes Indenture Trustee to their respective clients pursuant to applicable codes of professional conduct, or (c) any of such Entities with respect to any act or omission prior to the Petition Date, except as otherwise expressly set forth elsewhere in the Plan. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

10.7 ***Preservation of Causes of Action / Reservation of Rights***

(a) Except with respect to Released Actions, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver, release, or the relinquishment of any rights of Causes of Action that the Debtors or the Reorganized Debtors may have or which the Reorganized Debtors may choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law.

(b) Except with respect to Released Actions, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver, release, or relinquishment of any Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim left unimpaired by the Plan. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, and other legal or equitable defenses which they had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.8 ***Injunction on Causes of Action***

Except as provided in the Plan, as of the Effective Date, all non-Debtor entities are permanently enjoined from commencing or continuing in any manner, any Causes of Action, whether directly, derivatively, on account of or respecting any debt or Cause of Action of the Debtors or the Reorganized Debtors which the Debtors or the Reorganized Debtors, as the case may be, retain sole and exclusive authority to pursue in accordance with Section 10.7 of the Plan or which has been released pursuant to the Plan.

10.9 ***Releases By The Debtors***

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, to the extent permitted by applicable law, for good and valuable consideration, the Debtors and the Reorganized Debtors shall and shall be deemed to completely and forever release, waive, void, extinguish, and discharge all Released Actions (other than the rights to enforce the Plan and any right or obligation hereunder, and the securities, contracts, instruments, releases, indentures, and other agreements delivered hereunder or contemplated hereby), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Cases, or the Plan that may be asserted by or on behalf of the Debtors or Reorganized Debtors or their respective Estates against the Released Parties; provided, however, that all Released Actions shall be retained in connection with the defense against any Claim asserted against the Debtors, provided that the retention of such Released Actions shall not result in any affirmative recovery for the Debtors or the Reorganized Debtors nor affect the Claims Purchase; provided, further, that the foregoing shall not operate as a waiver of or release from any causes of action arising out of the willful misconduct, intentional fraud,

or criminal conduct of any Entity as determined by a Final Order entered by a court of competent jurisdiction.

10.10 ***Releases By The Holders of Claims and Interests***

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, to the extent permitted by applicable law, for good and valuable consideration, each holder of a Claim that (a) (i) votes to accept the Plan (or is deemed to accept the Plan) and (ii) agrees to provide releases of the Released Parties under the Plan, or (b) otherwise has its Claim purchased pursuant to the Claims Purchase set forth herein, shall be deemed to release, waive, void, extinguish, and discharge, unconditionally and forever, all Released Actions (other than the rights to enforce the Plan, and any right or obligation under the Plan, and the securities, contracts, instruments, releases, indentures, and other agreements or documents delivered hereunder or contemplated hereby), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Cases, or the Plan, that otherwise may be asserted against the Released Parties; provided, however, that the foregoing shall not operate as a waiver of or release from any causes of action arising out of the willful misconduct, intentional fraud, or criminal conduct of any such person or entity as determined by a Final Order entered by a court of competent jurisdiction.

ARTICLE XI

RETENTION OF JURISDICTION

11.1 ***Retention of Jurisdiction***

The Bankruptcy Court shall retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Cases or the Plan, or that relates to the following purposes:

(a) to resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date of the Plan, to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be rejected;

(b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan;

(c) to determine any and all motions, adversary proceedings, applications, and contested or litigation matters that may be pending on the Effective Date or that, pursuant to the

Plan, may be instituted by the Reorganized Uno Companies prior to or after the Effective Date (which jurisdiction shall be non-exclusive as to any non-core matters);

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(e) to hear and determine any timely objections to Claims and Interests, including any objections to the classification of any Claim or Interest, and to allow, disallow, determine, liquidate, classify, estimate, or establish the priority of or secured or unsecured status of any Claim, in whole or in part;

(f) to resolve any Disputed Claims;

(g) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(h) to issue such orders in aid of consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(i) to consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(j) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date under sections 330, 331, and 503(b) of the Bankruptcy Code and any disputes related to the post-Effective Date fees and out-of-pocket expenses of counsel to the Creditors' Committee incurred in connection with carrying out the provisions of the Plan;

(k) to hear and determine disputes arising in connection with or relating to the Plan or the interpretation, implementation, or enforcement of the Plan or the extent of any Entity's obligations incurred in connection with or released under the Plan;

(l) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(m) to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order, or any other contract, instrument, release, or other agreement or document created in connection with the Plan or the Disclosure Statement;

(n) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

(o) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);

(p) to determine the scope of any discharge of any Debtor under the Plan or the Bankruptcy Code;

(q) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and

(r) to enter a final decree closing the Chapter 11 Cases;

provided, however, that the foregoing is not intended to (1) expand the Bankruptcy Court's jurisdiction beyond that allowed by applicable law, (2) impair the rights of an Entity to (i) invoke the jurisdiction of a court, commission, or tribunal, including, without limitation, with respect to matters relating to a governmental unit's police and regulatory powers, and (ii) contest the invocation of any such jurisdiction; provided, however, that the invocation of such jurisdiction, if granted, shall not extend to the allowance or priority of Claims or the enforcement of any money judgment against a Debtor or a Reorganized Debtor, as the case may be, entered by such court, commission, or tribunal, and (3) impair the rights of an Entity to (i) seek the withdrawal of the reference in accordance with 28 U.S.C. § 157(d) and (ii) contest any request for the withdrawal of reference in accordance with 28 U.S.C. § 157(d).

ARTICLE XII

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

12.1 ***Modification of the Plan***

The Plan Proponents reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan, the Plan Supplement, or any exhibits to the Plan at any time prior to entry of the Confirmation Order, including, without limitation, to exclude one (1) or more Debtors from the Plan; provided, however, that (a) any such amendments or modifications with respect to matters relating to the Claims Purchase or General Unsecured Claims shall be subject to the consent of the Creditors' Committee, (b) any such amendments or modifications with respect to matters relating to the Consulting Agreement shall be subject to the consent of Centre Partners, and (c) any such amendments or modifications with respect to matters relating to the treatment of DIP Financing Claims shall be subject to the consent of the DIP Agent. Upon entry of the Confirmation Order, the Plan Proponents may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, including, without limitation, to exclude one (1) or more Debtors from the Plan, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided, however, that (a) any such amendments or modifications with respect to matters relating to the Claims Purchase or General Unsecured Claims shall be subject to the consent of the Creditors' Committee and (b) any such amendments or modifications with respect to matters relating to the Consulting Agreement shall be subject to the consent of Centre Partners. A holder

of a Claim that has adopted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

12.2 ***Revocation or Withdrawal of the Plan***

(a) The Plan may be revoked or withdrawn by the Plan Proponents prior to the Effective Date.

(b) If the Plan is revoked or withdrawn prior to the Effective Date, the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors or any other Entity in any further proceedings involving the Debtors.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Effectuating Documents and Further Transactions***

Each of the Debtors and the Reorganized Uno Companies is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to the Plan.

13.2 ***Withholding and Reporting Requirements***

In connection with the consummation of the Plan and all instruments issued in connection herewith and distributed hereunder, the Debtors, the Reorganized Uno Companies, or any Disbursing Agent, as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

13.3 ***Plan Supplement***

Each of the documents contained in the Plan Supplement shall be acceptable in all respects to the Plan Proponents, to the extent any of such documents impact the Claims Purchase, the Creditors' Committee, and, to the extent any of such documents impact the rights and duties of the Claims Purchasing Agent under the Claims Purchasing Agreement, the Claims

Purchasing Agent. The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court at least ten (10) days prior to the last day upon which holders of Claims may vote to accept or reject the Plan; provided, however, that the Plan Proponents may amend (a) Schedules A, B, and C through and including the Confirmation Date and (b) each of the other documents contained in the Plan Supplement, subject to Section 12.1 of the Plan, through and including the Effective Date in a manner consistent with the Plan and Disclosure Statement. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Equity Interests may obtain a copy of the Plan Supplement on the Debtors' website at www.kccllc.net/Uno.

13.4 ***Payment of Statutory Fees***

All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid as and when due or otherwise pursuant to an agreement between the Reorganized Debtors and the United States Department of Justice, Office of the United States Trustee, until such time as a Chapter 11 Case for a Debtor shall be closed in accordance with the provisions of Section 13.17 of the Plan. Notwithstanding Section 5.1 of the Plan, the Debtors shall pay all of the foregoing fees on a per-Debtor basis.

13.5 ***Payment of Post-Effective Date Fees of Senior Secured Notes Indenture Trustee and Claims Purchasing Agent***

The Reorganized Debtors shall pay all reasonable fees, costs, and expenses incurred by the Senior Secured Notes Indenture Trustee after the Effective Date in connection with the distributions required pursuant to the Plan, including, but not limited to, the reasonable fees, costs, and expenses incurred by the Senior Secured Notes Indenture Trustee's professionals in carrying out the Senior Secured Notes Indenture Trustee's duties as provided for in the Senior Secured Notes Indenture. In addition, the Reorganized Debtors shall pay all reasonable fees, costs, and expenses incurred by the Claims Purchasing Agent after the Effective Date, in accordance with the Claims Purchasing Agreement. The foregoing fees, costs, and expenses of the Senior Secured Notes Indenture Trustee and the Claims Purchasing Agent shall be paid by the Reorganized Debtors in the ordinary course, upon presentation of invoices by the Senior Secured Notes Indenture Trustee and the Claims Purchasing Agent, respectively, and without the need for approval by the Bankruptcy Court.

13.6 ***Dissolution of Creditors' Committees and Cessation of Fee and Expense Payment***

Upon the Effective Date, the Creditors' Committee shall dissolve automatically (except with respect to the resolution of Professional Compensation and Reimbursement Claims and matters related to the Claims Purchase and General Unsecured Claims, for which counsel to the Creditors' Committee shall be entitled to reasonable fees and out-of-pocket expenses, to be paid in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court), and members thereof shall be released and discharged from all rights, duties, responsibilities, and liabilities arising from, or related to the Chapter 11 Cases and under the Bankruptcy Code.

13.7 ***Expedited Tax Determination***

The Reorganized Debtors may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, such Reorganized Debtors for all taxable periods through the Effective Date.

13.8 ***Post-Effective Date Fees and Expenses***

From and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, (a) retain professionals and (b) pay the reasonable fees and expenses (including reasonable professional fees and expenses) incurred by the Reorganized Debtors related to implementation and consummation of or consistent with the provisions of the Plan.

13.9 ***Substantial Consummation***

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

13.10 ***Severability***

If, prior to the Confirmation Date, any term or provision of the Plan shall be held by the Bankruptcy Court to be invalid, void, or unenforceable, including, without limitation, the inclusion of one (1) or more Debtors in the Plan, the Bankruptcy Court shall, at the request of the Plan Proponents, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.11 ***Governing Law***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit hereto or document contained in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of New York, without regard to any conflicts of law provisions that would require the application of the law of any other jurisdiction.

13.12 ***Time***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

13.13 ***Binding Effect***

The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

13.14 ***Solicitation of the Plan***

As of and subject to the occurrence of the Confirmation Date: (a) the Plan Proponents shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, section 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation, and (b) the Debtors, the Majority Noteholder Group, the Creditors' Committee, the DIP Agent, the DIP Lenders, the Senior Secured Notes Indenture Trustee, and holders of Allowed Senior Secured Notes Claims, and each of their respective directors, officers, employees, affiliates, agents, members, managers, partners, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance, and solicitation shall not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

13.15 ***Exhibits/Schedules***

All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein.

13.16 ***Notices***

All notices, requests, and demands to or upon the Debtors or the Reorganized Debtors, the Creditors' Committee, the Majority Noteholder Group, and the DIP Agent shall, to be effective, be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors or the Reorganized Debtors, to:

Uno Restaurant Holdings Corporation
100 Charles Park Road
Boston, MA 02132
Facsimile No.: (617) 218-5375
Telephone: (617) 323-9200
Attn: Louie Psallidas

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Facsimile No.: (212) 310-8007
Telephone: (212) 310-8000
Attn: Christopher Aidun
Joseph H. Smolinsky

If to the Creditors' Committee, to:

Cooley Godward Kronish LLP
1114 Avenue of the Americas
New York, NY 10036
Facsimile No.: (212) 937-2151
Telephone: (212) 479-6000
Attn: Jay R. Indyke
Jeffrey Cohen

If to the Majority Noteholder Group, to:

Twin Haven Capital Partners, LLC
11111 Santa Monica Boulevard, Suite 525
Los Angeles, CA 90025
Facsimile No.: (310) 689-5199
Telephone: (310) 689-5100
Attn: Robert Webster

Coliseum Capital Management, LLC
767 Third Avenue, 35th Floor
New York, NY 10017
Facsimile No.: (212) 644-1001
Telephone: (212) 488-5555
Attn: Adam Gray

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Facsimile No.: (212) 872-1002
Telephone: (212) 872-1000
Attn: Michael Stamer
Philip Dublin
Kristina Wesch

If to the DIP Agent, to:

Bingham McCutchen LLP
One Federal Street
Boston, MA 02110
Facsimile No.: (617) 951-8736
Telephone: (617) 951-8117
Attn: Julia Frost-Davies
Andrew J. Gallo

13.17 ***Closing of the Chapter 11 Cases***

The Reorganized Debtors shall, promptly upon the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court.

13.18 ***Section Headings***

The section headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

13.19 ***Inconsistencies***

To the extent of any inconsistencies between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions contained herein shall govern.

Dated: New York, New York
May 7, 2010

UNO RESTAURANT HOLDINGS CORPORATION AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

By: /s/ Louie Psallidas
Name:Louie Psallidas
Title: Authorized Officer

TWIN HAVEN SPECIAL OPPORTUNITIES FUND II, L.P.
TWIN HAVEN SPECIAL OPPORTUNITIES FUND III, L.P.

BY: TWIN HAVEN CAPITAL PARTNERS, LLC, AS INVESTMENT MANAGER

By: /s/ Robert B. Webster
Name:Robert B. Webster
Title: Managing Member

BLACKWELL PARTNERS, LLC

BY: COLISEUM CAPITAL MANAGEMENT, LLC, AS ATTORNEY-IN-FACT

By: /s/ Adam L. Gray
Name:Adam L. Gray
Title: Managing Director

COLISEUM CAPITAL PARTNERS, L.P.

BY: COLISEUM CAPITAL, LLC, ITS GENERAL PARTNER

By: /s/ Adam L. Gray
Name:Adam L. Gray
Title: Managing Director

Exhibit B

Projected Financial Information

Uno Restaurant Holdings Corporation

Income Statement
($Thousands)

	FY2010E				
	FY2010E	**FY2011P**	**FY2012P**	**FY2013P**	**FY2014P**
Net Restaurant Sales	$ 221,134	$ 213,219	$ 228,588	$ 249,616	$ 276,578
Consumer Product Sales	39,506	42,664	47,710	53,981	60,023
Franchising Income	6,305	6,408	6,630	7,231	8,206
Total Revenues	**266,944**	**262,291**	**282,928**	**310,828**	**344,807**
Food & Beverage	(67,906)	(67,049)	(73,126)	(81,412)	(91,445)
Labor Costs	(89,275)	(85,355)	(90,795)	(98,381)	(107,679)
Total Cost of Sales	(157,181)	(152,404)	(163,920)	(179,793)	(199,124)
Total Gross Profit	**109,764**	**109,888**	**119,008**	**131,035**	**145,683**
Occupancy Costs	(43,818)	(41,037)	(42,949)	(45,561)	(48,964)
Other Operating Costs	(23,840)	(23,963)	(26,338)	(28,894)	(32,102)
Advertising Costs	(5,204)	(5,006)	(5,299)	(5,688)	(6,188)
General & Administrative	(16,746)	(17,413)	(18,530)	(19,958)	(21,511)
Total Operating Costs	(89,608)	(87,419)	(93,116)	(100,101)	(108,766)
EBITDA	**20,156**	**22,468**	**25,892**	**30,934**	**36,917**
EBITDA Margin	*7.6%*	*8.6%*	*9.2%*	*10.0%*	*10.7%*
Pre-Opening Oasts	-	(500)	(875)	(1,500)	(1,750)
Depreciation & Amortization	(10,922)	(10,998)	(11,885)	(12,874)	(14,915)
Deferred Rent	(1,209)	(835)	(704)	(391)	(107)
Transaction Costs	(20,870)	-	-	-	-
Interest Expense	(10,625)	(5,965)	(5,689)	(5,427)	(5,679)
Gain on Transaction	151,547	-	-	-	
Pre-Tax Earnings	128,078	4,170	6,739	10,742	14,466
Income Tax Provision	(1,523)	(1,668)	(2,696)	(4,297)	(5,787)
Net Income	$ 126,555	$ 2,502	$ 4,043	$ 6,445	$ 8,680

Uno Restaurant Holdings Corporation

Pro Forma Balance Sheet
($Thousands)

	Pre-Transaction 06/27/10	Adjustments	Pro Forma 06/27/10
Assets			
Cash & Equivalents	$ 300	$ -	$ 300
Accounts Receivable	4,646	-	4,646
Cash-Carveout	1,500	(1,500)	-
Pre-Paid & Other (1)	2,159	(375)	1,784
Inventories	3,160	-	3,160
Total Current Assets	11,764	(1,875)	9,889
Net PP&E	55,199	-	55,199
Intangible Assets	63,415	-	63,415
Deferred Financing Fee (Exit Financing)	-	540	540
Other Assets (2)	1,515	(518)	997
Total Long-Term Assets	120,129	22	120,151
Total Assets	**$ 131,893**	**$ (1,853)**	**$ 130,040**
Liabilities & Equity			
Accounts Payable	11,295	(5,138)	6,157
Accrued Expenses & Other (3)	29,462	(6,074)	23,388
Total Current Liabilities	40,757	(11,212)	29,545
DIP Revolving Credit Facility	5,634	(5,634)	-
Exit Revolving Credit Facility (4)	-	12,500	12,500
DIP Term Loan	27,000	(27,000)	-
Second Lien Notes	-	27,000	27,000
Bonds	141,853	(141,853)	-
Capital Lease Obligations	411		411
Total Long-Term Debt	174,898	(134,987)	39,911
Total Other Long-Term Liabilities	26,679	-	26,679
Total Liabilities	242,333	(146,198)	96,135
Shareholders' Equity	(110,441)	144,346	33,905
Total Liabilities & Equity	**$ 131,893**	**$ (1,853)**	**$ 130,040**

Note: Does not incorporate fresh start accounting changes.
(1) Adjustment for retainers of professionals.
(2) Adjustment for deferred financing fee currently on the balance sheet.
(3) Accrued interest on bonds.
(4) Refinancing of DIP facility, plus additional draw to pay for administrative claims, transaction costs at close and fees related to exit financing.

Uno Restaurant Holdings Corporation

Balance Sheet
($Thousands)

	As at Fiscal Year Ending					
	FY 2009A	FY 2010E	FY 2011P	FY 2012P	FY 2013P	FY 2014P
Assets						
Cash & Equivalents	$ 231	$ 300	$ 300	$ 300	$ 7,028	$ 17,478
Accounts Receivable	5,132	5,028	5,789	5,989	6,857	7,191
Pre-Paid & Other	3,339	2,883	2,984	3,143	3,392	3,635
Inventories	4,301	3,330	3,534	3,861	4,469	4,950
Total Current Assets	13,003	11,541	12,606	13,293	21,746	33,253
Net PP&E	64,104	54,041	54,149	53,581	56,223	58,818
Intangible Assets	65,516	63,013	61,503	60,052	58,846	58,232
Deferred Financing Fee (Exit Financing)	-	513	405	297	189	81
Other Assets	1,947	497	497	614	833	833
Total Long-Term Assets	131,567	118,064	116,555	114,545	116,091	117,964
Total Assets	**$ 144,570**	**$ 129,605**	**$ 129,161**	**$ 127,838**	**$ 137,837**	**$ 151,217**
Liabilities & Equity						
Accounts Payable	8,400	6,710	7,129	7,154	7,647	8,800
Accrued Interest, Expenses & Other	26,604	21,623	20,275	20,404	22,236	23,880
Total Current Liabilities	35,004	28,333	27,403	27,558	29,883	32,681
Pre-petition / DIP Revolving Credit Facility	15,450					
Exit Revolving Credit Facility	-	10,728	7,375	291		
Pre-petition / DIP Term Loan	14,250		-		-	
Second Lien Notes	-	27,340	28,741	30,215	31,764	33,393
Bonds	141,643			-		
Capital Lease Obligations	416	410	404	399	393	388
Total Long-Term Debt	171,759	38,477	36,520	30,905	32,158	33,781
Total Other Long-Terrn Liabilities	27,036	26,845	26,785	26,879	26,856	27,135
Total Liabilities	233,799	93,655	90,709	85,342	88,897	93,596
Shareholders' Equity	(89,229)	35,950	38,452	42,495	48,941	57,620
Total Liabilities & Equity	**$ 144,570**	**$ 129,605**	**$ 129,161**	**$ 127,838**	**$ 137,837**	**$ 151,217**

Note: Does not incorporate fresh start accounting changes.

Uno Restaurant Holdings Corporation

Cash Flow Statement
($Thousands)

	Fiscal Year Ending				
	FY 2010E	FY 2011P	FY 2012P	FY 2013P	FY 2014P
Net Income	$ 126,555	$ 2,502	$ 4,043	$ 6,445	$ 8,680
Depreciation	10,307	10,384	11,270	12,259	14,300
Amortization of Intangibles	1,615	1,510	1,451	1,206	615
Cancellation of Debt / Accounts Payable / Dfd. Financing Fees	(145,473)	-			
Amortization of Dfd. Financing Fees	865	108	108	108	108
Amortization of Bond Discount	210				-
PIK Interest	340	1,402	1,474	1,549	1,629
Change in Accrued Interest	(1,563)	(137)	52	(16)	146
Change in Other Working Capital	536	(1,858)	(583)	616	1,595
Other Change in Other, Assets	500		(117)	(219)	
Change in Deferred Rent	208	(59)	(132)	(200)	107
Change in Other Long-Term Liabilities	392		226	177	171
Total Operating Cash Flows	**(5,508)**	**13,850**	**17,792**	**21,924**	**27,351**
Total Investment Cash Flows(1)	**(1,906)**	**(10,492)**	**(10,703)**	**(14,900)**	**(16,895)**
Change in Term Loan / Second Lien Notes	12,750				
Change in Capital Lease Obligations	(5)	(5)	(5)	(5)	(5)
Financing Fee (Exit Financing)	(540)				
Change in Revolving Credit Facility	(4,722)	(3,353)	(7,084)	(291)	
Total Financing Cash Flows	**7,483**	**(3,358)**	**(7,089)**	**(297)**	**(5)**
Change in Cash	**$ 68**	**$ -**	**$ -**	**$ 6,728**	**$ 10,450**
Beginning Cash	231	300	300	300	7,028
Ending Cash	300	300	300	7,028	17,478

(1) Includes liquor license sale and capital expenditures.

Exhibit C

Liquidation Analysis for Debtors

Uno Restaurant Holdings Corporation

Income Statement
($Thousands)

Summary of Estimated Assets	Estimated Book Value	Estimated Rate Low		Estimated Rate High	Estimated Liquidation Value Low		Estimated Liquidation Value High	Note
Cash and Cash Equivalents	$300	100.0%	-	100.0%	$300	-	$ 300	1
Cash Carve-Out	1,500	100.0%	-	100.0%	1,500	-	1,500	2
Accounts Receivable(A)	5,870	40.4%	-	60.4%	2,373	-	3,547	3
Inventories(A)	3,414	9.3%	-	26.5%	316	-	904	4
Prepaid Expenses(A)	1,738	7.3%	-	7.3%	127	-	127	5
Deferred Income Taxes(A)	869	0.0%	-	0.0%	0	-	0	6
Property & Equipment(A)	59,809	6.1%	-	10.3%	3,624	-	6,157	7
Franchise Related Assets(A)	55,797	32.9%	-	51.0%	18,359	-	28,437	8
Intangible Assets(A)	10,035	26.9%	-	32.3%	2,699	-	3,237	9
Other Assets(A)	1,473	22.4%	-	22.4%	330	-	330	10
Gross Liquidation Proceeds	**$ 140,804**	**21.0%**	**-**	**31.6%**	**$ 29,628**	**-**	**$ 44,540**	

Summary of Estimated Costs	Low		High	Note
Less: Operating/Wind-down Costs	$(1,519)	-	$(1,877)	11
Less: Trustee Fees	(889)	-	(1,336)	12
Less: Broker Fees	(70)	-	(87)	13
Total Costs	(2,478)	-	(3,300)	
Net Liquidation Proceeds	**$ 27,150**	**-**	**$ 41,240**	

Summary of Estimated Claims	Estimated Claim(B)	Estimated % Recovery Low		Estimated % Recovery High	Estimated Recovery Low		Estimated Recovery High	Note
Revolver	$5,634							14
Letters of Credit	8,500							14
DIP Revolver	14,134	100.0%	-	100.0%	14,134	-	14,134	14
Term Loan	25,500				11,516	-	25,500	15
Carve-out for Professional Fees	1,500				1,500	-	1,500	15
DIP Term Loan	27,000	48.2	-	100.0%	13,016	-	27,000	15
Secured Noteholder Claims	148,074	0.0%	-	0.1%	0	-	106	16
Administrative Claims	5,829	0.0%	-	0.0%	0	-	0	17
Priority Tax Claims	5,707	0.0%	-	0.0%	0	-	0	18
General Unsecured Claims	40,900	0.0%	-	0.0%	0	-	0	19

(A) Implied Recovery.
(B) As of June 27, 2010, the assumed conversion date to a Chapter 7 liquidation.

MAJOR ASSUMPTIONS

The estimated book value of the Company's assets was derived from a combination of the Debtors' actual balances as of January 31, 2010, and projected balances as of June 27, 2010, the assumed date of the conversion to a Chapter 7 liquidation. January 31, 2010 has been assumed to be a reasonable proxy for the Company's assets as they would exist at the time the Chapter 7 liquidation would commence. In addition, the net estimated liquidation proceeds are on a current value basis rather than net present value basis (unless otherwise noted) even though the Chapter 7 liquidation is expected to take place over a period of 6-12 months. The Debtors have assumed that their domestic and international franchise rights, as well as the royalty revenue stream will be sold on an expedited basis.

For purposes of this analysis, the assets of the Debtors have been placed into two groups. The first group consists of store operations and assets related to Uno Foods and includes: (i) cash and cash equivalents; (ii) accounts receivable (excluding those related to franchises); (iii) inventories; (iv) prepaid expenses; (v) deferred income taxes (including those related to franchises); (vi) property and equipment; (vii) intangible assets (excluding those related to franchises) and (viii) other assets. The second group of assets includes Uno's trademarks, goodwill and intellectual property, including exclusive rights to the Uno name and logo, as well as certain assets related to the franchise business which will be owned by a potential acquirer of the Debtors' franchise rights and royalty stream. Although this liquidation analysis is conducted on a consolidated basis, due to the existence of guarantees held by the DIP Lenders and the Senior Secured Noteholders as well as a reasonable allocation of Administrative Expenses, a liquidation analysis conducted on an entity by entity basis would not result in additional recoveries for holders of General Unsecured Claims against any individual Debtor.

A. Proceeds from Liquidation of Assets

1. Cash and Cash Equivalents
   The amount shown is the projected balance as of June 27, 2010.

2. Cash Carve-Out
   Related to Carve-Out under the DIP facility. Recovery is assumed to be 100% as it is used to pay for professional fees.

3. Accounts Receivable
   Accounts receivable includes all receivables of the Debtors excluding those related to their franchises. Recovery for rebates is assumed to be between 67% and 90%. Recovery for all other accounts receivable is assumed to be between 40% and 60%.

4. Inventory
   The Debtors' inventory consists of food, alcoholic and non-alcoholic beverages and paper products. Due to the perishable nature of much of the Debtors' inventory, recovery is estimated at 5% to 25%. Paper products are branded with Company logos, thus limiting their value. Proceeds from the sale of paper goods are estimated at 5% to 25%. Alcoholic beverages may not be resold or transferred in many jurisdictions and recoveries are estimated at 20% to 30%.

5. Prepaid Expenses
   The only recovery of prepaid expenses relates to certain insurance deposits.

6. Deferred Income Taxes
   No recovery is expected.

7. Property and Equipment

a. The value of the Norwood land, building and equipment is based on a recent offer received for the property.

b. Other buildings are located on sites that are part of ground leases; recovery is estimated to be 0%.

c. Proceeds from the sale of leasehold improvements, furniture & fixtures and store equipment in a mass liquidation are estimated at $25,000 to $50,000 per store.

d. Other property and equipment include automobiles, office equipment, computer equipment, construction in progress and equipment related to Uno Foods.

8. Franchise Related Assets

Under a Chapter 7 liquidation, the Debtors believe the franchise business and related assets would be sold on an expedited business. Franchise related assets include certain receivables and the Debtors' franchise agreements and trade name. The value of the franchise business is estimated assuming a buyer would pay a multiple of cash flow associated with the business and such buyer would require ownerships of Uno's trademarks, goodwill and intellectual property, including exclusive rights to the Uno name and logo.

9. Intangible Assets

Intangible assets not related to the franchises include:

a. Customer relationships related to Uno Foods: Recovery is estimated to be 0% as Uno Foods is liquidated.

b. Liquor licenses: The Debtors believe that its liquor licenses can be sold for between $2.5 million and $3.0 million in aggregate.

c. Leases: The Debtors received estimates of the current fair market value of all their leases from a real estate consultant.

10. Other Assets

Recovery is related to liquor deposits and gas cards.

B. Estimated Costs

11. Wind-Down Costs

The estimated time to perform the wind-down of the Estate is 6 to 12 months, including (i) sale of franchise business, (ii) sale of other assets, (iii) collection of accounts receivable and liquidation of inventory and (iv) liquidation of remain assets with value.

Costs to close each store are estimated to be $10,000 which includes personnel costs.

Personnel requirements:

a. Management is needed to oversee the liquidation process.

b. A controller and accountant are needed for closure and reconciliation of books including collection of all accounts receivable, review of accounts payable and the review and reconciliation of various creditor claims.

c. Personnel related to franchise operations are required as the franchise operations are being sold.

d. A real estate professional is required to oversee the sale of various assets.

e. A legal professional is required to provide general legal advice during the Chapter 7 liquidation as well as to analyze various transaction documents.

Other costs include renting office space, maintaining information systems and other overhead for the corporate personnel during the wind-down process.

12. Trustee Fees
A Chapter 7 Trustee would be appointed by Court. Chapter 7 Trustee fees have been estimated to be 3% of gross proceeds.

13. Broker Fees
Broker fees have been estimated for the sale of the Norwood facility and the sale of leases with leasehold value greater than market value. Broker fees have been estimated as 5% of proceeds from the sale.

C. Claims of the Estate (all Classes)

14. DIP Revolver
Estimated balance of $14.1 million as of June 27, 2010. Includes projected outstanding balance and letters of credit.

15. DIP Term Loan
Estimated balance of $27 million as of June 27, 2010. Includes Carve Out amount.

16. Secured Noteholder Claim
Estimated balance of $148.1 million. Includes principal and accrued interest through the Petition Date.

17. Administrative Claims
Estimated as follows:

a. Accounts payable and post-petition rent withheld: $3.6 million
b. Accrued payroll: $2.2 million

The analysis assumes that any post-petition severance claim would not be paid.

18. Priority Tax Claims
Number shown is subject to significant uncertainties.

19. General Unsecured Claims
Estimated as follows:

a. Accounts payable: $3.7 million
b. Real estate related: $29.2 million
   i. The number above may not factor in rent escalations for the calculation of 502(b)(6) Claims for certain leases
   ii. Claim amount has been reduced by projected draw on letters of credit
c. General liability and litigation Claims: $1.7 million
d. Rejection of executory contracts: $3.0 million
   i. The number is subject to significant uncertainties and all contracts may not have been included in the calculation
e. Withdrawal liability from pension plan: $1.8 million

Exhibit D

Debtors' Prepetition Organizational Chart

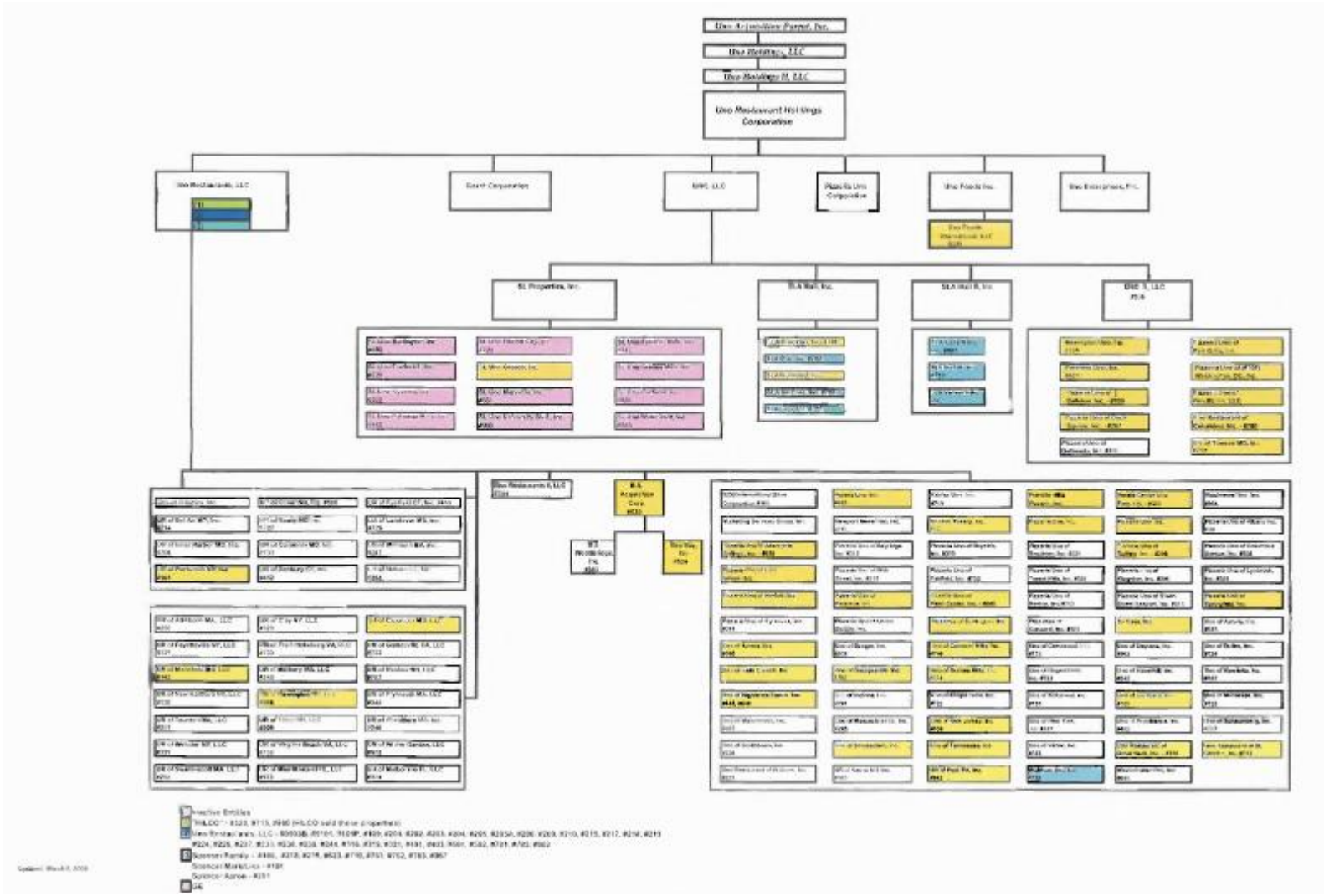

Exhibit E

Ownership of Acquisition Parent Common Stock

	Share Ownership	
	#	%
Centre Partners Entities:		
Centre Carlisle UNO LP	1,360.00	2.70%
Centre Capital Investors IV LP	4,131.59	8.19%
Centre Capital Coinvestmt IV LP	563.55	1.12%
Centre Capital NQ Investors IV LP	783.65	1.55%
Centre Bregal Partners LP	26,252.25	52.03%
	33,091.04	65.59%
Spencer Family:		
Aaron Spencer	10,009.49	19.84%
Lisa Spencer	1,251.19	2.48%
Mark Spencer	1,251.19	2.48%
	12,511.87	24.80%
Management:		
Frank Guidara	1,500.00	2.97%
Alan Fox	1,000.00	1.98%
Bob Vincent	1,000.00	1.98%
William Golden	125.00	0.25%
George Herz	100.00	0.20%
Alan Labatte	50.00	0.10%
Roger Ahlfeld	25.00	0.05%
Chuck Kozubal	25.00	0.05%
Heyward Whetsell	25.00	0.05%
	3,850.00	7.63%
Co-Investors:		
Gary Herbst & Alice Elliot Herbst	200.00	0.40%
Max Pine	100.00	0.20%
William Sinton	100.00	0.20%
Myra Turoff	250.00	0.50%
The Beckerman Living Trust	100.00	0.20%
Chestnut Hill Partners	250.00	0.50%
	1,000.00	1.98%
	50,452.908	**100%**

Exhibit F

Historical Audited and Unaudited Financial Statements of Uno Restaurant Holdings Corporation

Uno Restaurant Holdings Corporation
Consolidated Balance Sheets
(Unaudited)
(In thousands)

	March 28, 2010	September 27, 2009
Assets		
Current assets:		
Cash and cash equivalents	$ 378	$ 231
Restricted cash	1,499	-
Accounts receivable, net	6,257	5,132
Inventories	3,303	4,301
Prepaid expenses	1,258	2,470
Deferred income taxes	869	869
Total current assets	13,564	13,003
Property and equipment, net	57,316	64,104
Intangible assets, net	10,588	12,066
Indefinite-lived intangible assets	53,229	53,450
Other assets, net	1,739	1,947
	$ 136,436	$ 144,570
Liabilities and Shareholders' Deficit		
Current liabilities:		
Accounts payable	$ 5,249	$ 8,400
Accrued expenses	15,533	17,934
Accrued compensation and taxes	3,829	4,408
Accrued income taxes	136	76
Current portion of long-term debt	29,907	29,707
Total current liabilities	54,654	60,525
Long-term debt, net of current portion	405	142,052
Deferred income taxes	20,184	20,184
Other long-term liabilities	6,331	6,852
Prepetition liabilities subject to comprise	155,012	-
Prepetition liabilities not subject to comprise	5,811	4,186
Commitments and contingencies		
Shareholders' Deficit:		
Common Stock, 5.01 par value, 100 shares authorized, one		
Share issued and outstanding in 2010 and 2009	-	-
Additional paid-in capital	43,912	43,912
Excess of purchase price over predecessor basis	(45,417)	(45,417)
Note receivable from shareholder	(717)	(717)
Accumulated deficit	(103,739)	(87,007)
Total shareholders' deficit	(105,961)	(89,229)
	$ 136,436	$ 144,570

Uno Restaurant Holdings Corporation
Consolidated Statements of Operations
(Unaudited)
(In thousands)

	Year To Date	
	March 28, 2010	**March 29, 2009**
Revenues:		
Restaurant sales	$ 99,905	$ 103,091
Consumer product sales	20,640	16,145
Franchise income	3,028	3,285
	123,573	122,521
Costs and expenses:		
Cost of food and beverages	32,084	31,147
Labor and benefits	41,879	40,932
Occupancy costs	20,834	21,308
Other operating costs	12,618	11,576
General and administrative expenses	8,335	9,071
Depreciation and amortization	5,307	6,066
	121,057	120,100
Operating income	2,516	2,421
Interest and other expense	7,670	9,780
Restructuring costs	5,131	-
Loss from continuing operations before income taxes	(10,285)	(7,359)
Provision for income taxes	774	502
Net loss from continuing operations	(11,059)	(7,861)
Loss on discontinued operations, net of taxes	(4,300)	(1,886)
Net loss	$ (15,359)	$ (9,747)

Uno Restaurant Holdings Corporation
Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Year to Date	
	March 28, 2010	**March 29, 2009**
Cash flows from operating activities:		
Net loss	$ (15,359)	$ (9,747)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	5,307	6,066
Non-cash interest expense	781	743
Other non-cash expenses	1,376	1,356
Provision for deferred rent	594	189
Loss on disposal of property and equipment	1,952	203
Changes in operating assets and liabilities:		
Accounts receivable	(1,125)	503
Inventories	998	482
Prepaid expenses and other assets	663	(1,456)
Accounts payable and other liabilities	6,322	(1,626)
Net cash provided by (used in) operating activities	1,509	(3,287)
Cash flows from investing activities:		
Additions to property and equipment	(280)	(620)
Proceeds from sale of liquor license	221	-
Net cash used in investing activities	(59)	(620)
		-
Cash flows from financing activities:		
Net proceeds from revolving line of credit	200	1,950
Principal payments on long-term debt	(3)	(254)
Proceeds from debtor in possession credit facility	33,900	-
Payoff of credit facility	(33,900)	-
Professional fee escrow account	(1,500)	-
Net cash (used in) provided by financing activities	(1,303)	1,696
Increase (decrease) in cash and cash equivalents	147	(2,211)
Cash and cash equivalents at beginning of period	231	2,457
Cash and cash equivalents at end of period	$ 378	$ 246

Uno Restaurant Holdings Corporation
Consolidated Statements of Shareholder's Deficit
(Unaudited)
(In Thousands, Except Share Data)

	Common Stock						
	Shares	**Amount**	**Additional Paid-In Capital**	**Excess of Purchase Price Over Predecessor Basis**	**Note Receivable From Shareholder**	**Accumulated Deficit**	**Total**
Balance at September 27, 2009	1	$ -	$ 43,912	$ (45,417)	$ (717)	$ (87,007)	$ (89,229)
Net Loss						$ (15,359)	$ (15,359)
Cumulative effect of changes in accounting principle						$ (1,373)	$ (1,373)
Balance at March 28, 2010	**1**	**$ -**	**$ 43,912**	**$ (45,417)**	**$ (717)**	**$ (103,739)**	**$ (105,961)**

INSTRUCTIONS TO SUBSCRIPTION FORM
FOR RIGHTS OFFERING IN CONNECTION WITH FIRST AMENDED JOINT CONSOLIDATED PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The Debtors' 10% Senior Secured Notes due 2011 (the "Senior Secured Notes")

Offer Available to Eligible Noteholders

THE SUBSCRIPTION DEADLINE FOR THE EXERCISE OF RIGHTS IS 4:00 P.M. (NEW YORK CITY TIME) ON_____ __, 2010 (THE "SUBSCRIPTION DEADLINE")

To Eligible Noteholders of an Allowed Senior Secured Notes Claim:

On May 7, 2010, Uno Restaurant Holdings Corporation (the "Company") and certain of its affiliates (the "Debtors"), filed the First Amended Joint Consolidated Plan of Reorganization Case No. 10-10209 (MG) (the "Plan") and the Debtors' accompanying disclosure statement to the Plan (the "Disclosure Statement"). Pursuant to the Plan, each holder of an Allowed Senior Secured Notes Claim as of the Voting Record Date (each such holder an "Eligible Noteholder") may exercise all or any portion of such Senior Secured Noteholder's Rights to purchase New Second Lien Notes at the applicable subscription prices as set forth in the Subscription Form (the "Rights Offering"). For a complete description of the Rights Offering see the Plan. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

If less than all of the Rights held by the Senior Secured Noteholders are exercised (or deemed exercised), each Backstop Party will purchase that principal amount of New Second Lien Notes equal to (i) the principal amount of New Second Lien Notes issuable upon exercise of such Rights that are not exercised (or deemed exercised) by the Senior Secured Noteholders multiplied by (ii) such Backstop Party's Backstop Percentage.

In order to elect to participate in the Rights Offering, you must complete and return the attached Subscription Form to the U.S. Bank National Association, in its capacity as Escrow Agent by the Subscription Deadline set forth above. Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FOLLOW THE INSTRUCTIONS BELOW:

The payments made in connection with your exercise of Rights will be held and maintained by the Escrow Agent for the purpose of administrating the Rights Offering until the Effective Date. The Escrow Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds, but the Escrow Agent shall be paid its reasonable fees and expenses by the Company pursuant to the Escrow Agreement. On the Effective Date, the proceeds of the Rights Offering shall be used to repay a portion of the outstanding obligations under the

term loan portion of the DIP Facility, thereby facilitating the Debtors' emergence from Chapter 11, and the Backstop Commitment Fee shall be paid.

Subscription Form

The Plan Proponents may waive any defect or irregularity, permit a defect or irregularity to be corrected, accept any late-filed submission or extend the deadline for any submission, within such time as it may determine in good faith to be appropriate, or reject the purported transfer or exercise of a Right, and those parties shall incur no liability in connection with such determinations. Subscription Forms shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Plan Proponents determines as set forth herein and in the Plan. The Plan Proponents may, but are under no obligation to, give notice to an Eligible Noteholder regarding any defect or irregularity in connection with any Subscription Form. The Plan Proponents may, but are under no obligation to, permit such defect or irregularity to be cured within such time as they may determine; provided, however, that none of the Plan Proponents or their respective officers, directors, employees, agents, advisors, or respective affiliates shall incur any liability for failure to give such notification.

Questions. If you have any questions about this Subscription Form or the exercise procedures described herein, please contact the Escrow Agent at.

The Escrow Agent must receive your Subscription Form together with payment by the Subscription Deadline. If your Subscription Form together with your payment is not received by the Subscription Deadline, the exercise shall be void and your Rights will be forfeited and cancelled. In addition to the foregoing, Subscription Forms and payment must be submitted in accordance with Section 5.5 of the Plan.

To purchase Rights Offering Shares pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Allowed Senior Secured Notes Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Notes you wish to purchase.

4. **Complete** Item 4 indicating each definition for which you qualify.

5. **Complete** Item 5 indicating, among other things, the name of the Eligible Noteholder and its federal identification number, the date of the Subscription Form and the other information requested, and make sure to sign the Subscription Form.

6. **Read and Complete** a certification on Form W-9 (available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

7. **Return the Subscription Form** to the Escrow agent [Address Information].

8. **Deliver the Rights Offering Payment Amount** indicated in Item 2b to the Escrow Agent so that it is received and processed on or before the Subscription Deadline. Payment must be made by wire transfer as follows:

   Wire Delivery Instructions:

   [To Come]

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Noteholder prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Factors Affecting the Debtors" and "Financial Information, Projections and Valuation Analysis" contained therein. A copy of the Disclosure Statement has been distributed to each Eligible Noteholder and is also available at [Web Address].

Subscription Form

Exhibit T3E.3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
UNO RESTAURANT HOLDINGS CORPORATION., *et al*.[1],	Case No. 10-10209(MG) (Jointly Administered)
Debtors.	

1 ***Debtors*** means, collectively, Uno Restaurant Holdings Corporation; 8250 International Drive Corporation; Aurora Uno, Inc.; B.S. Acquisition Corp.; B.S. of Woodbridge, Inc.; Fairfax Uno, Inc.; Franklin Mills Pizzeria, Inc.; Herald Center Uno Rest. Inc.; Kissimmee Uno, Inc.; Marketing Services Group, Inc.; Newington Uno, Inc.; Newport News Uno, Inc.; Newton Takery, Inc.; Paramus Uno, Inc.; Pizzeria Due, Inc.; Pizzeria Uno Corporation; Pizzeria Uno of 86th Street, Inc.; Pizzeria Uno of Albany Inc.; Pizzeria Uno of Altamonte Springs, Inc.; Pizzeria Uno of Ballston, Inc.; Pizzeria Uno of Bay Ridge, Inc.; Pizzeria Uno of Bayside, Inc.; Pizzeria Uno of Bethesda, Inc.; Pizzeria Uno of Brockton, Inc.; Pizzeria Uno of Buffalo, Inc.; Pizzeria Uno of Columbus Avenue, Inc.; Pizzeria Uno of Dock Square, Inc.; Pizzeria Uno of East Village Inc.; Pizzeria Uno of Fair Oaks, Inc.; Pizzeria Uno of Fairfield, Inc.; Pizzeria Uno of Forest Hills, Inc.; Pizzeria Uno of Kingston, Inc.; Pizzeria Uno of Lynbrook Inc.; Pizzeria Uno of Norfolk, Inc.; Pizzeria Uno of Paramus, Inc.; Pizzeria Uno of Penn Center, Inc.; Pizzeria Uno of Reston, Inc.; Pizzeria Uno of South Street Seaport, Inc.; Pizzeria Uno of Springfield, Inc.; Pizzeria Uno of Syracuse, Inc.; Pizzeria Uno of Union Station, Inc.; Pizzeria Uno of Washington, DC, Inc.; Pizzeria Uno of Westfarms, LLC; Pizzeria Uno, Inc.; Plizzettas of Burlington, Inc.; Plizzettas of Concord, Inc.; Saxet Corporation; SL Properties, Inc.; SL Uno Burlington, Inc.; SL Uno Ellicott City, Inc.; SL Uno Franklin Mills, Inc.; SL Uno Frederick, Inc.; SL Uno Greece, Inc.; SL Uno Gurnee Mills, Inc.; SL Uno Hyannis, Inc.; SL Uno Maryville, Inc.; SL Uno Portland, Inc.; SL Uno Potomac Mills, Inc.; SL Uno University Blvd., Inc.; SL Uno Waterfront, Inc.; SLA Brockton, Inc.; SLA Due, Inc.; SLA Lake Mary, Inc.; SLA Mail II, Inc.; SLA Mail, Inc.; SLA Norfolk, Inc.; SLA Norwood, Inc.; SLA Su Casa, Inc.; SLA Uno, Inc.; SLA Vernon Hills, Inc.; Su Casa, Inc.; Uno Acquisition Parent, Inc.; Uno Bay, Inc.; Uno Enterprises, Inc.; Uno Foods Inc.; Uno Foods International, LLC; Uno Holdings II LLC; Uno Holdings LLC; Uno of America, Inc.; Uno of Astoria, Inc.; Uno of Aurora, Inc.; UNO of Bangor, Inc.; Uno of Concord Mills, Inc.; Uno of Crestwood, Inc.; Uno of Daytona, Inc.; Uno of Dulles, Inc.; Uno of Falls Church, Inc.; Uno of Georgesville, Inc.; Uno of Gurnee Mills, Inc.; Uno of Hagerstown, Inc.; Uno of Haverhill, Inc.; Uno of Henrietta, Inc.; UNO of Highlands Ranch, Inc.; Uno of Indiana, Inc.; Uno of Kingstowne, Inc.; Uno of Kirkwood, Inc.; Uno of Lombard, Inc.; UNO of Manassas, Inc.; Uno of Manchester, Inc.; Uno of Massachusetts, Inc.; Uno of New Jersey, Inc.; Uno of New York, Inc.; Uno of Providence, Inc.; Uno of Schaumburg, Inc.; Uno of Smithtown, Inc.; Uno of Smoketown, Inc.; Uno of Tennessee, Inc.; Uno of Victor, Inc.; Uno Restaurant of Columbus, Inc.; Uno Restaurant of Great Neck, Inc.; Uno Restaurant of St. Charles, Inc.; Uno Restaurant of Woburn, Inc.; Uno Restaurants II, LLC; Uno Restaurants, LLC; UR of Attleboro MA, LLC; UR of Bel Air MD, Inc.; UR of Bowie MD, Inc.; UR of Clay NY, LLC; UR of Columbia MD, Inc.; UR of Columbia MD, LLC; UR of Danbury CT, Inc.; UR of Dover NH, Inc.; UR of Fairfield CT, Inc.; UR of Fayetteville NY, LLC; UR of Fredericksburg VA, LLC; UR of Gainesville VA, LLC; UR of Inner Harbor MD, Inc.; UR of Keene NH, Inc.; UR of Landover MD, Inc.; UR of Mansfield MA, LLC; UR of Melbourne FL, LLC; UR of Merritt Island FL, LLC; UR of Methuen MA, Inc.; UR of Milford CT, Inc.; UR of Millbury MA, LLC; UR of Nashua NH, LLC; UR of New Hartford NY, LLC; UR of Newington NH, LLC; UR of Paoli PA, Inc.; UR of Plymouth MA, LLC; UR of Portsmouth NH, Inc.; UR of Swampscott MA, LLC; UR of Taunton MA, LLC; UR of Tilton NH, LLC; UR of Towson MD, Inc.; UR of Virginia Beach VA, LLC; UR of Webster NY, LLC; UR of Winter Garden FL, LLC; UR of Wrentham MA, Inc.; URC II, LLC; URC, LLC; Waltham Uno, Inc.; and Westminster Uno, Inc. The corporate address of the Debtors is 100 Charles Park Road, Boston, MA 02132.

SUBSCRIPTION FORM
FOR RIGHTS OFFERING TO HOLDERS OF SENIOR SECURED NOTES CLAIMS IN CONNECTION WITH DEBTORS' FIRST AMENDED JOINT CONSOLIDATED PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Senior Secured Notes Claims

SUBSCRIPTION DEADLINE
THE SUBSCRIPTION DEADLINE FOR THE EXERCISE OF RIGHTS IS 4:00 P.M. (NEW YORK CITY TIME) ON _____ __, 2010 (THE "SUBSCRIPTION DEADLINE")

Please consult the Plan and Disclosure Statement for additional information with respect to this Subscription Form.

Item 1. Amount of Allowed Senior Secured Notes Claims. I certify, as authorized signatory of the Eligible Noteholder identified in Item 5 below, that such Eligible Noteholder beneficially owned Allowed Senior Secured Notes Claims as of the Voting Record Date and currently beneficially owns Allowed Senior Secured Notes Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Allowed Senior Secured Notes Claims held by such Eligible Noteholder)

Item 2. Rights. Pursuant to the Plan, each Eligible Noteholder may exercise all or any portion of such Eligible Noteholder's Rights to purchase New Second Lien Notes at the applicable subscription price set forth below. To subscribe, review and complete Items 2a and 2b below.

2a. Calculation of the Maximum Amount of New Second Lien Notes. The maximum amount of New Second Lien Notes based on the principal amount of Allowed Senior Secured Notes Claims for which the Eligible Noteholder identified in Item 5 below may subscribe is calculated as follows:

$25,000,000 (Total amount of New Second Lien Notes)	X	_____ (Insert quotient of (x) Principal Amount of Allowed Senior Secured Notes Claims from Item 1 above divided by (y) $142.0 million	=	_____ (Compute maximum amount of New Second Lien Notes, with respect to the Principal Amount of Allowed Senior Secured Notes Claims)

2b. Rights Offering Payment Amount. By filling in the following blanks, you are indicating that the Eligible Noteholder indicated in Item 5 below is interested in purchasing the amount of

New Second Lien Notes specified below (specify an amount of New Second Lien Notes not greater than the total amount of New Second Lien Notes for Allowed Senior Secured Notes Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Plan.

$_____ (Indicate amount of New Second Lien Notes such Eligible Noteholder elects to purchase with respect to its Allowed Senior Secured Notes Claims)	=	$_____ (Rights Offering Payment Amount)

Rights Offering Payment Amount. The Rights Offering Payment Amount is the aggregate price of the New Second Lien Notes the Eligible Noteholder indicated in Item 5 below is electing to purchase with respect to its Allowed Senior Secured Notes Claims, and is equal to the amount in Item 2b above.

Payment of the Rights Offering Payment Amount must be wired to the Escrow Agent's account designated in the accompanying instructions to this Subscription Form on or before the Subscription Deadline. Failure to remit payment of the Rights Offering Payment Amount by the Subscription Deadline will result in the forfeiture and revocation of the Eligible Noteholder's Rights.

Item 3. Wire Instructions. Send payment for the Rights Offering Payment Amount, by wire transfer of immediately available funds, to the account and using the information specified in the instructions provided with this subscription form.

Item 4. Eligibility. Check each box that applies to the Eligible Noteholder identified in Item 5 below. Multiple boxes should be checked if the Eligible Noteholder qualifies for more than one classification.

1. Check the box below if the Eligible Noteholder is an "Accredited Investor" as such term is defined in Rule 501 of Regulation D of the Securities Act. See Annex A for the definition of Accredited Investor.

☐

2. Check the box below if the Eligible Noteholder is a "Qualified Institutional Buyer" as such term is defined pursuant to Rule 144A of the Securities Act. See Annex A for the definition of Qualified Institutional Buyer.

☐

3. Check the box below if the Eligible Noteholder is a not a "U.S. person" as defined in Regulation S of the Securities Act. See Annex A for the definition of U.S. person.

☐

Item 5. Certification. I certify that: (i) I am an authorized signatory of the Eligible Noteholder indicated below and that such Eligible Noteholder holds the amount of Allowed Senior Secured Notes Claims listed under Item 1 above; (ii) I have, and such Eligible Noteholder has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Noteholder understands, that the exercise of Rights is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

I also certify and represent for the benefit of the Debtors that: (i) the Eligible Noteholder indicated below is (x) an "Accredited Investor" or a "Qualified Institutional Buyer" as such terms are defined in Rule 501 of Regulation D or Rule 144A promulgated under the Securities Act, respectively or (y) not a "U.S. person" as such term is defined in Regulation S promulgated under the Securities Act and have not been solicited to subscribe for New Second Lien Notes while present in the United States and will not acquire New Second Lien Notes while present in the United States; (ii) the Eligible Noteholder will be acquiring the New Second Lien Notes for its own account and not with a view to distribution in violation of the United States securities laws or the securities laws of any state; (iii) neither such Eligible Noteholder nor any person acting on its behalf has made or will make offers or sales of the New Second Lien Notes (the "Securities") in the United States by means of any form of general solicitation or general advertising (within the meaning of Regulation D); and (iv) such Eligible Noteholder has not and will not make offers of the Securities purchased hereunder except solely (a) to persons whom it reasonably believes to be "accredited investors" or "qualified institutional buyers" (as defined under Regulation D and Rule 144A promulgated under the Securities Act, respectively), (b) to persons permitted to purchase the Securities in offshore transactions in reliance upon Regulation S promulgated under the Securities Act and (c) pursuant to another exemption from registration under the Securities Act and applicable state securities laws.

I understand, and such Eligible Noteholder understands, that the New Second Lien Notes issued pursuant to the exercise of Rights are being issued in a private placement that is exempt from registration under the Securities Act and will be "restricted securities" within the meaning of Rule 144 under the Securities Act.

Date:_____, 2010

Name of Eligible Noteholder: _____
(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature: _____

Name of Person Signing:_____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number:_____

Fax:_____

Subscription Form

E-Mail: _____

Please indicate on the lines provided below the Eligible Noteholder's name and address as you would like it to be reflected in the transfer agent's records for registration of the Securities.

Registration Line 1:_____

Registration Line 2:_____

(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO, AND WIRE THE RIGHTS OFFERING PAYMENT AMOUNT TO THE ACCOUNT OF, THE ESCROW AGENT, U.S. BANK NATIONAL ASSOCIATION, [address] ATTN: [___], SO THAT IT MAY BE PROCESSED AND RECEIVED BY THE ESCROW AGENT BY THE SUBSCRIPTION DEADLINE.

Subscription Form

Annex A

Accredited Investor Definition

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) (i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act;[1]

A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; and

(I) any "investment adviser" registered under the Investment Advisers Act.

(ii) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(iii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;[2]

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(v) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(vi) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional

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[2] A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

U.S. person Definition

(1) "U.S. person" as defined in Regulation S of the Securities Act means:

(i) Any natural person resident in the United States;

(ii) Any partnership or corporation organized or incorporated under the laws of the United States;

(iii) Any estate of which any executor or administrator is a U.S. person;

(iv) Any trust of which any trustee is a U.S. person;

(v) Any agency or branch of a foreign entity located in the United States;

(vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and

(viii) Any partnership or corporation if:

(A) Organized or incorporated under the laws of any foreign jurisdiction; and

(B) Formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

(2) The following are not "U.S. persons":

(i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

(ii) An estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:

(A) An executor or administrator of the estate who is not a U.S. person has sole or shared investment direction with respect to the assets of the estate; and

(B) The estate is governed by foreign law;

(iii) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shares investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. person;

(iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(v) Any agency or branch of a U.S. person located outside the United States if:

(A) The agency or branch operates for valid business reasons; and

(B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(vi) The International Monetary Fund, the international Bank for Reconstruction and Development, the inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota	55402
(Address of principal executive offices)	(Zip Code)

Raymond S. Haverstock
U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
(651) 495-3909
(Name, address and telephone number of agent for service)

Uno Restaurants, LLC
(Issuer with respect to the Securities)

Delaware	04-2662934
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

100 Charles Park Road Boston, Massachusetts	02132
(Address of Principal Executive Offices)	(Zip Code)

15.00% Secured Notes Due 2016
(Title of the Indenture Securities)

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business.*
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers.*
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2010 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.
** Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-159463 filed on August 24, 2009.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of St. Paul, State of Minnesota on the 24th of June, 2010.

By: /s/ Raymond S. Haverstock
Raymond S. Haverstock
Vice President

By: /s/ Jay Paulson
Jay Paulson
Vice President

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: June 24th, 2010

By: /s/ Raymond S. Haverstock
Raymond S. Haverstock
Vice President

By: /s/ Jay Paulson
Jay Paulson
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
Exhibit 7
As of 3/31/2010

($000's)

	3/31/2010
Assets	
Cash and Balances Due From Depository Institutions	$ 8,396,049
Securities	45,269,095
Federal Funds	3,774,651
Loans & Lease Financing Receivables	180,918,939
Fixed Assets	5,108,242
Intangible Assets	13,355,160
Other Assets	20,687,148
Total Assets	**$277,509,284**
Liabilities	
Deposits	$194,167,405
Fed Funds	9,849,249
Treasury Demand Notes	0
Trading Liabilities	362,519
Other Borrowed Money	31,906,386
Acceptances	0
Subordinated Notes and Debentures	7,629,967
Other Liabilities	6,648,045
Total Liabilities	**$250,563,571**
Equity	
Minority Interest in Subsidiaries	$ 1,611,596
Common and Preferred Stock	18,200
Surplus	12,642,020
Undivided Profits	12,673,897
Total Equity Capital	**$ 26,945,713**
Total Liabilities and Equity Capital	**$277,509,284**

To the best of the undersigned's determination, as of the date hereof, the above financial information is true and correct.

U.S. Bank National Association

By: /s/ Raymond S. Haverstock
Raymond S. Haverstock
Vice President

Date:June 24th, 2010

The Commonwealth of Massachusetts
Office of the Secretary of State
Michael J. Connolly, Secretary
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(Under G.I. Ch. 156B)

ARTICLE I
The name of the corporation is:

Marketing Services Group, Inc.

ARTICLE II
The purpose of the corporation is to engage in the following business activities:

To have, in furtherance of the corporate purposes, all of the powers conferred upon corporations organized under the Business Corporation Law, subject to any limitations thereof contained in these Articles of Organization or in the laws of the Commonwealth of Massachusetts.

To collect monies and to carry on other business which may lawfully be conducted by a corporation under c. 156B of the General Laws of Massachusetts.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

The types and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS	
TYPE	NUMBER OF SHARES
COMMON:	100
PREFERRED:	N/A

WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:	N/A	
PREFERRED:	N/A	

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE

ARTICLE VI

Other Lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:
(If there are no provisions state “None”.)

NONE

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later **EFFECTIVE DATE** is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

100 Charles Park Road, West Roxbury, MA 02132

b. The name, residence and post office address (if different) of the directors and officers of the corporation are:

NAME	RESIDENCE	POST OFFICE ADDRESS
President: Damon M. Liever	281 Simpson Road Marlborough, MA 01752	
Treasurer: Robert M. Brown	28 Everett Street Stoneham, MA 02180	
Clerk: Robert M. Brown	28 Everett Street Stoneham, MA 02180	
Directors: Aaron Spencer	69 Farlow Road Newton, MA 02159	
Robert M. Brown	28 Everett Street Stoneham, MA 02180	
Craig Miller	101 Fox Run Road Sudbury, MA 01776	

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of:

The Sunday closest to September 30th.

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

Robert M. Brown 100 Charles Park Road West Roxbury, MA 02132

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 9th day of February 1994.

/s/ Robert M. Brown
Robert M. Brown, Treasurer and Assistant Clerk
100 Charles Park Road,. West Roxbury, Massachusetts 02132-4985

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $200 having been paid, said articles are deemed to have been filed with me this 11th day of February 1994

Effective date

MICHAEL J. CONNOLLY
Secretary of State

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than $200.00. For the purpose of filing, shares of stock with a par value less than one dollar, or no par stock, shall be deemed to have a par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT TO:

Robert M. Brown

100 Charles Park Road

West Roxbury, MA 02132

Telephone: **617-323-9200**

BY-LAWS

OF

Marketing Services Group, Inc.

ARTICLE FIRST

DIRECTORS

Section 1. Number. The property, affairs and business of the corporation shall be managed by a Board of Directors which shall consist of such number not less than three (except as otherwise authorized in the next following sentence of this section) nor more than three persons == as the stockholders having voting power may at the annual or a special meeting in lieu of the annual meeting of stockholders determine and elect. The number of directors shall, however be not less than two wherever there shall be two stockholders and not less than one director wherever there shall be one stockholder only of the corporation; provided, however, that only one director shall be required prior to the issuance of any of the stock of the corporation. If a vacancy or vacancies shall occur, for any reason, in the membership of the Board, other than through removal by stockholder action, the remaining directors or director may, quorum requirements notwithstanding, elect a successor or successors.

Section 2. Increase or Decrease. The Board of Directors shall have the power at any time when a stockholders' meeting is not in session, to increase or decrease their own number within the limits provided in Section 1 above. If the number of directors be increased, the additional directors may be elected by a majority of the directors at the time in office or, if not so elected prior to the next following meeting of stockholders, by the stockholders. If the directors shall vote to decrease their number, the decrease shall become effective to the extent made possible by vacancies in the office of director or by resignations and no director may be removed solely for the purpose of effecting such decrease.

Section 3. Removal. Directors may be removed from office with cause by the Board of Directors or with or without cause by the stockholders at a meeting called at least in part for the purpose of considering removal, upon the affirmative vote of a majority of the Board of Directors or the holders of a majority in interest of the stock or class of stock entitled to vote upon the election of the director or directors proposed to he removed, as the case may be. Removal may be effected with cause only after reasonable notice to each director proposed to be removed and the opportunity to be heard by the body proposing removal.

Section 4. Term of Office. The term of office of a director elected at the annual meeting of the stockholders shall be one year: provided, however, that he shall hold his office until his successor shall be elected and qualified. A director elected by the stockholders at other than the annual meeting of stockholders, or elected by the directors, shall hold office until the next annual meeting of stockholders and the election and qualification of his successor.

Section 5. Meetings. The Board of Directors shall meet at the principal office of the corporation or at such other place within the United States as may from time to time be fixed by resolution of the Board or as may be specified in the notice of the meeting. Regular meetings of the Board of Directors shall be held at such times as the Board may by resolution fix; special meetings may be held at any time upon the call of the President or a Vice President or the Clerk, or of any two directors, by written (including telegraphic) notice specifying the date, place and hour (but not necessarily the purpose) of the meeting served on or sent or mailed to each director not less than two days before the meeting.

A meeting of the Board of Directors may be held without notice immediately after the annual meeting of stockholders. Notice need not be given of any regular meeting of the Board. Notice of a meeting need not be given to a director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting; notice need not be given to any director attending a meeting without protesting the lack of notice prior to or at the commencement of the meeting.

The members of the Board of Directors or of any committee designated by said Board of Directors may participate in a meeting of the Board of Directors or of any such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 6. Committees. The Board of Directors may elect from the Board an Executive Committee or other committee or committees which shall have and exercise such powers of the Board as may be permitted by law and as shall be conferred upon any such committee by the Board. A majority of any such committee may fix the time and place of its meetings and approve any action as the act of the committee, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to fill vacancies in, change the membership of, or discharge any such committee.

Section 7. Management. The Board of Directors shall have the entire charge, control and management of the corporation and its property and business and may exercise all or any of its powers. Among other things the Board may (1) authorize the issuance of the shares of the corporation from time to time in its discretion for such considerations as the Board shall determine and as may be permitted by law; (2) determine the amounts to be distributed as dividends; (3) appoint and at its discretion remove or suspend such subordinate officers, agents and employees as it from time to time thinks fit, determine their duties, and fix and, from time to time as it sees fit, change their salaries and compensation; (4) appoint any officer, permanently or temporarily as it sees fit, to have the powers and perform the duties of any other officer; (5) appoint any persons to be agents of the corporation (with the power to sub-delegate) upon such terms as it sees fit; and (6) appoint any person or persons to accept and hold in trust for the corporation any property belonging to the corporation or in which it is interested and cause such instruments to be executed, and do and cause to be done such things as it may deem requisite, in relation to any such trust.

Section 8. Quorum and Voting. A majority of the members of the Board of Directors acting at a meeting duly assembled, shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting at which a quorum exists shall be the act of the Board of Directors. If at any meeting of the Board of Directors, a quorum shall not be present, a majority of the directors present may adjourn the meeting, without further notice, from time to time until a quorum shall have been obtained.

Section 9. Class Voting. Whenever the Board of Directors shall consist of directors elected by two or more classes of stockholders having voting rights, a quorum at all meetings of directors, unless the Articles of Organization otherwise provide, shall, Section 8 above notwithstanding, consist of a majority of the directors then in office of each class, and the vote of a majority of the directors of each class present at a meeting at which a quorum is had shall be required to approve any matter before the Board: provided, however, that with respect to the filling of vacancies among the directors of any class whether arising from death, resignation, removal, or an increase in the membership of the Board, such vacancy shall be filled by the remaining director or directors of that class, a majority of the votes cast by the directors of that class shall be sufficient to elect, and, for the purpose of such election, the presence of a majority of the directors of that class in office at the time of such election shall constitute a quorum.

Section 10. Chairman. The directors may elect from their number a Chairman of the Board who shall preside at all meetings of the Board of Directors and may have such additional powers and responsibilities, executive or otherwise, as may from time to time be vested in him by resolution of the Board of Directors.

Section 11. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the directors consent to such action in writing and the written consents are filed with the records of the meetings of directors. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE SECOND

OFFICERS

Section 1. General. The Board of Directors, as soon as may be after its election in each year, shall elect a President, a Clerk and a Treasurer, and from time to time may appoint one or more Vice Presidents and such Assistant Clerks, Assistant Treasurers and such other officers, including a Secretary to the Board of Directors, agents and employees as it may deem proper. The President may but need not be chosen from among the directors.

Section 2. Term of Office. The term of office of all officers shall be one year and until their respective successors are elected and qualify, but any officer may at any time be removed from office, with or without cause, as provided by law, by the affirmative vote of a majority of the members of the Board of Directors then in office at a meeting called for the purpose. If removal of any officer be proposed for cause, reasonable notice shall be provided such officer and he shall be provided an opportunity to be heard by the Board. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. President. The President when present shall preside at all meetings of the stockholders and, if a director, unless a Chairman of the Board has been appointed and is present, at all meetings of the Board of Directors. He shall be the chief executive officer of the corporation and shall have general operating charge of its business. As soon as reasonably possible after the close of each fiscal year, he shall submit to the Board a report of the operations of the corporation for such year and a statement of its affairs, and shall from time to time report to the Board all matters within his knowledge which the interests of the corporation may require to be brought to its notice. The President shall perform such duties and have such powers additional to the foregoing as the Board may designate.

Section 4. Vice President. In the absence or disability of the President, his powers and duties shall be performed by the Vice President, if only one, or, if more than one, by the Vice President designated for the purpose by the Board. Each Vice President shall have such other powers and perform such other duties as the Board shall from time to time designate.

Section 5. Treasurer. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositaries as shall be designated by the Board or in the absence of such designation in such depositaries as he shall from time to time deem proper. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements. He shall promptly render to the President and to the Board such statements of his transactions and accounts as the President and Board respectively may from time to time require. If required by the Board he shall give bond in such amount, with such security and in such form as the Board shall determine. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Board may designate.

Section 6. Assistant Treasurer. In the absence or disability of the Treasurer, his powers and duties shall be performed by the Assistant Treasurer, if only one or, if more than one, by the one designated for the purpose by the Board. Each Assistant Treasurer shall have such other powers and perform such other duties as the Board shall from time to time designate.

Section 7. Clerk. The Clerk shall, unless the corporation has designated a Resident Agent in the manner provided by law, be a resident of the Commonwealth of Massachusetts. It shall be his duty to record in books kept for the purpose all votes and proceedings of the stockholders and, if there be no Secretary, of the Board of Directors. Unless the Board of Directors shall appoint a transfer agent and/or registrar or other officer or officers for the purpose, the Clerk shall be charged with the duty of keeping, or causing to be kept, accurate records of all stock outstanding, stock certificates issued, and stock transfers; subject to such other or different rules as shall be adopted from time to time by the Board, such records may be kept solely in the stock certificate books. The Clerk shall perform such duties and have such powers additional to the foregoing as the Board shall designate. The Assistant Clerk, if one be elected or appointed shall perform the duties of the Clerk during the Clerk's absence as well as such other duties as may be assigned to him by the Board. In the absence of the Clerk or Assistant Clerk at any meeting of stockholders or, if there be no Secretary, of the directors, a Clerk pro tempore shall be chosen by the meeting to perform the duties of the Clerk thereat.

Section 8. Secretary. The Secretary, if there be one, shall attend all meetings of the Board of Directors and shall record the proceedings thereat in books provided for the purpose.

Section 9. Resignation. Any officer and any director may resign at any time by delivering his resignation to the corporation at its principal office or to the President, Clerk or Secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition shall be specified, upon its receipt.

Section 10. Voting of Corporation Securities. Unless otherwise ordered by the Board of Directors, the President or the Treasurer shall have full power and authority in the name and behalf of the corporation to waive notice of, to attend, act and to vote at, and to appoint any person or persons to act as proxy or attorney-in-fact for this corporation at, any meeting of stockholders or security holders of any other corporations or organization the securities of which are held by the corporation, and at such meetings shall possess and may exercise any and all rights and powers incident to the ownership of such securities, which, as the owner thereof the corporation may possess and exercise. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

ARTICLE THIRD

STOCKHOLDERS

Section 1. Meetings. The annual meeting of the stockholders of the corporation shall be held at West Roxbury, Massachusetts, or at such other place within the Commonwealth of Massachusetts or elsewhere within the United States of America as the Board of Directors shall fix, or in the absence of any such designation, such place as may be designated by the Clerk in the notice of the meeting or the place to which any annual meeting shall be adjourned, on the day of at o'clock in each year to elect a Board of Directors, to hear the reports of the officers, and to transact other business. If the day fixed for the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day not a legal holiday. If the election of directors shall not be held on the day herein designated for an annual meeting, or at an adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as conveniently may be. At such special meeting the stockholders may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

Section 2. Closing of Transfer Books. The Board of Directors may in its discretion fix a date not less than ten days nor more than sixty days prior to the date of any annual or special meeting of stockholders or prior to the payment of any dividend or the making of any other distribution as the record date for determining stockholders having the right to notice of and to vote at such meeting or any adjournment thereof, or the right to receive such dividend or distribution. In lieu of fixing such record date, the Board may, subject to the limitations herein provided, order the closing of the stock transfer records of the corporation for such purposes. The holders of record of shares of the corporation on such record date or on the date of closing the stock transfer records shall, if a dividend or distribution be declared, have the sole right to receive such dividend or distribution, or if such shares have a voting right, the sole right to receive notice of, attend and vote at such meeting.

Section 3. Special Meetings. Except as may be otherwise prescribed by law, special meetings of the stockholders may be called by the President or by the directors, and shall be called by the Clerk, or in the event of his death, absence, incapacity or refusal by another officer, upon the written application of one or more stockholders who hold at least ten percent in interest of the stock entitled to vote thereat. Notice shall be given in the manner set forth in Section 4 below and shall state the time, place and purpose of the meeting. Special meetings shall be held at the office of the corporation in West Roxbury, Massachusetts, or at such other place within the Commonwealth of Massachusetts or elsewhere within the United States of America, as the directors may fix, or, if the meeting is called upon the application of stockholders, at such place as shall be stated in the Application therefor, or the place to which such meeting may be adjourned: provided, however, that a special meeting may be held at any place approved in writing by every stockholder entitled to notice of the meeting or at which every stockholder entitled to such notice shall be present and represented at the date and time of the meeting.

Section 4. Notice of Meetings. Written notice of the place, date and hour, and specifying the purpose of every meeting of stockholders, shall be given by the Clerk or by any other officer designated by the directors or these By-Laws, at least seven days before the meeting, to each stockholder entitled to vote thereat. If a special meeting is called upon written stockholder application and the Clerk shall be unable or shall refuse to give notice thereof, notice may be given by any other officer of the corporation. Such notice may be delivered in hand to each stockholder entitled to notice, at his residence or usual place of business or mailed to him, postage prepaid, addressed to his address as it appears in the records of the corporation. No notice of any meeting need be given a stockholder if a written waiver of notice executed before or after the meeting by the stockholder, or his attorney thereunto authorized, is filed with the records of the meeting, and, if notice of a special meeting shall be waived by all stockholders entitled to notice thereof, no call of such special meeting shall be required.

Section 5. Quorum. At all meetings of stockholders a quorum for the transaction of any business shall consist of the holders of record, present in person or by proxy, of a majority in interest of all of the issued and outstanding shares of the stock of the corporation entitled to vote thereon.

Section 6. Action Without Meeting. Any action required or permitted at any meeting of the stockholders, including the election of directors or officers, may be taken without a meeting if a written consent thereto is signed by the holders of all of the issued and outstanding capital stock entitled to vote at such meeting and such written consent is filed with the records of the meetings of stockholders.

Section 7. Voting. Except as otherwise provided by law or by the Articles of Organization or these ByLaws every stockholder entitled to vote at a meeting of stockholders shall have one vote for each share of stock having the right to vote at such meeting held by him and registered in his name on the books of the corporation at the time of the meeting or at the record date fixed by the directors for the determination of stockholders entitled to vote thereat, if such date be fixed. Stockholders may vote in person or by proxy in writing filed with the Clerk at the meeting. Except as otherwise permitted by law, no proxy dated more than six months before the meeting named therein shall be accepted, and no such proxy shall be valid after the adjournment of the meeting. Except as otherwise permitted by law, by the Articles of Organization or these By-Laws, any matter coming before any meeting of the stockholders shall be adopted as the act and deed of the stockholders if approved by a majority in interest of the stock issued, outstanding and entitled to vote thereon, present or represented at the meeting, a quorum being present: provided, however, that at all elections of directors and officers a plurality of the votes cast for any nominee or nominees shall elect. No ballot shall be required for election of a director or officer unless requested by the holder of one or more shares entitled to vote thereon or his representative.

Section 8. Class Voting. Unless the Articles of Organization shall otherwise provide, whenever the issued and outstanding shares of the corporation shall consist of shares of two or more classes having a voting right, a quorum at all meetings of stockholders shall, Section 5 above notwithstanding, with respect to any matter, including the election of directors, on which such two or more classes shall be entitled to vote as a separate class, consist of a majority in interest of the issued and outstanding stock of each such class; voting on such matter shall be had by class, and approval of action thereon as the act of the stockholders of the corporation, shall require the vote of a majority in interest of the issued and outstanding stock of each class present or represented at the meeting and entitled to vote thereat: provided, however, that in the matter of election of directors elected by a particular class of shares a quorum shall consist of a majority in interest of the issued and outstanding stock of that class and a plurality of the votes cast by the holders of such stock at a meeting at which such quorum is present shall elect.

ARTICLE FOURTH

CAPITAL STOCK

Section 1. Stock Certificates. Each stockholder shall be entitled to a certificate or certificates in such form as the Board shall adopt, stating the number of shares and the class thereof held by him, and the designation of the series thereof, if any. Each certificate of stock shall be signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer; the signatures of such officer may be facsimiles if the certificate is signed by a transfer agent or registrar, other than a director, officer or employee of the corporation. If any officer who has signed or whose facimile signature has been placed on any such certificate shall have ceased to be such officer before such certificate is issued, the certificate may be issued by the corporation with the same effect as if he were such officer at the time of issue. Every certificate issued for shares of stock subject to a restriction on transfer pursuant to the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, or issued while the corporation is authorized to issue more than one class of stock, shall have the full text of such restriction or the full text of the preferences, voting powers, qualifications and special and relative rights of the stock of each class and series authorized to be issued, as the case may be, set forth on the face or back of the certificate, or alternatively, shall contain the statement that the corporation will furnish a copy thereof to the holder of the certificate without charge upon written request.

Section 2. Transfer. The stock of the corporation shall be transferable, so as to affect the rights of the corporation, after satisfaction of the provisions of the Articles of Organization, or other lawful provisions to which the corporation is a party, imposing a restriction upon transfer unless the same shall be waived by the Board of Directors by transfer recorded on the books of the corporation, in person or by duly authorized attorney, upon the surrender of the certificate or certificates properly endorsed or assigned.

Section 3. Fractional Shares. Fractional shares of stock of any class may be issued. Fractional shares shall entitle the holder thereof to the voting and dividend rights and the right to participate in assets upon liquidation, and shall have and be subject to the preferences, qualifications, restrictions and special and relative rights, of the class of stock or series in which issued. In lieu of fractional shares, the corporation may issue scrip in registered or bearer form entitling the holder thereof to receive a certificate for a full share upon the surrender of scrip aggregating a full share. Any scrip issued by the corporation may be issued upon such terms and conditions and in such manner as the directors shall fix.

Section 4. Equitable Interests. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person except as may be otherwise expressly provided by law.

Section 5. Lost Certificates. The directors of the corporation may, from time to time, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost or destroyed. They may in their discretion require the owner of a lost or destroyed certificate, or his legal representative, to give a bond to the corporation with or without surety; surety if required shall be such as the directors deem sufficient to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost or destroyed stock certificate.

ARTICLE FIFTH

MAINTENANCE AND INSPECTION OF RECORDS

The corporation shall maintain in the Commonwealth of Massachusetts the original or attested copies of its Articles of Organization, By-Laws and records of all meetings of incorporators and stockholders, as well as its stock and transfer records which shall contain the names of all stockholders and the record address and amount of stock held by each. Such copies and records may be maintained at the principal office of the corporation or an office of its transfer agent or the office of the Clerk and shall be open at all reasonable times to the inspection of any stockholder for a proper purpose.

ARTICLE SIXTH

CHECKS, NOTES, DRAFTS, AND OTHER INSTRUMENTS

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the corporation may be signed by any officer or officers or person or persons authorized by the Board of Directors to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by said Board to do so.

ARTICLE SEVENTH

SEAL

The seal of the corporation shall be circular in form, bearing the inscription “Marketing Services Group, Inc., 1994.” The Treasurer shall have custody of the seal and may affix it (as may any other officer if authorized by the directors) to any instrument requiring the corporate seal.

ARTICLE EIGHTH

FISCAL YEAR

The fiscal year of the corporation shall be the year ending with the 30 day of September in each year.

ARTICLE NINTH

CONTROL OVER BY-LAWS

These By-Laws may be altered, amended or repealed and any new By-Laws adopted at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote or, to the extent permitted by law and authorized by the Articles of Organization, by the affirmative vote of a majority of the Board of Directors at any meeting of the Board: provided, however, that notice of a proposal to alter, amend or repeal these By-Laws or adopt new By-Laws shall be included in the notice of any meeting at which such alteration, amendment or repeal or adoption is considered. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Board of Directors of any By-Laws or the adoption of any new By-Laws, notice thereof stating the substance of such change shall be given all stockholders entitled to vote on amending the By-Laws. Any alteration, amendment or repeal of these By-Laws or any new By-Laws adopted by the Board of Directors may be amended or repealed by the stockholders.

ARTICLE TENTH

EFFECT OF PROVISIONS OF LAW AND

ARTICLES OF ORGANIZATION

Each of the provisions of these By-Laws shall be subject to and controlled by any specific provisions of law or the Articles of Organization which relate to their subject matter, and shall also be subject to any exceptions, or more specific provisions, dealing with the subject matter, appearing elsewhere in these By-Laws as amended from time to time.

ARTICLES OF INCORPORATION

OF

Newport News Uno, Inc.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the "corporation") is Newport News Uno, Inc.

SECOND: The number of shares which the corporation is authorized to issue is 100, all of which are without par value and are of the same class and are to be Common shares.

THIRD: The post office address with street and number, if any, of the initial registered office of the corporation in the Commonwealth of Virginia is 11 South 12th Street, Richmond, Virginia 23219. The county or city in the Commonwealth of Virginia in which the said registered office of the corporation is located is the City of Richmond.

The name of the initial registered agent of the corporation at the said registered office is Beverley L. Crump. The said initial registered agent meets the requirements of Section 13.1-634 of the Virginia Stock Corporation Act, inasmuch as he is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The business office of the said registered agent of the corporation is identical with the said registered office of the corporation.

FOURTH: No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities, or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may he reissued if the same have been reacquired and if their reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the

Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

FIFTH: The purposes for which the corporation is organized, which shall include the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Virginia Stock Corporation Act, other than the special kinds of business enumerated in Section 13.1-620 of the Virginia Stock Corporation Act, are as follows:

To own and operate restaurants.

To carry on a general mercantile, industrial, investing, and trading business in all its branches; to devise, invent, manufacture, fabricate, assemble, install, service, maintain, alter, buy, sell, import, export, license as licensor or licensee, lease as lessor or lessee, distribute, job, enter into, negotiate, execute, acquire, and assign contracts in respect of, acquire, receive, grant, and assign licensing arrangements, options, franchises, and other rights in respect of, and generally deal in and with, at wholesale and retail, as principal, and as sales, business, special, or general agent, representative, broker, factor, merchant, distributor, jobber, advisor, and in any other lawful capacity, goods, wares, merchandise, commodities, and unimproved, improved, finished, processed, and other real, personal, and mixed property of any and all kinds, together with the components, resultants, and by-products thereof; to acquire by purchase or otherwise own, hold, lease, mortgage, sell, or otherwise dispose of, erect, construct, make, alter, enlarge, improve, and to aid or subscribe toward the construction, acquisition, or improvement of any factories, shops, storehouses, buildings, and commercial and retail establishments of every character, including all equipment, fixtures, machinery, implements, and supplies necessary, or incidental to, or connected with, any of the purposes or business of the corporation; and generally to perform any and all acts connected therewith or arising therefrom or incidental thereto, and all acts proper or necessary for the purpose of the business.

To apply for, register, obtain, purchase, lease, take licenses in respect of, or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge, or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes, and any improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trade-marks, trade

symbols, and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto;

(c) franchises, licenses, grants, and concessions.

To have all of the general powers granted to corporations organized under the Virginia Stock Corporation Act whether granted by specific statutory authority or by construction of law.

SIXTH: The name and the address of the individuals who are to serve as the initial directors of the corporation are:

NAME	ADDRESS
Aaron D. Spencer	59 Farlow Road Newton, MA 02159
Craig S. Miller	101 Fox Run Road Sudbury, MA 01776
Robert M. Brown	28 Everett Street Stoneham, MA 02180

SEVENTH: Regarding the management of the business and the regulation of the affairs of the corporation, and for defining, limiting, and regulating the powers of the corporation, its directors, and shareholders, it is further provided:

1. Whenever any provision of the Virginia Stock Corporation Act shall otherwise require for the approval of any specified corporate action the authorization of more than two-thirds of the votes entitled to be cast by any voting group, any such corporate action shall be approved by the authorization of at least a majority of the votes entitled to be cast by said voting group. The term "voting group" as used herein shall have the meaning ascribed to it by Section 13.1-603 of the Virginia Stock Corporation Act.

2. The corporation shall, to the fullest extent permitted by the provisions of the Virginia Stock Corporation Act, as the same may he amended and supplemented. indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

EIGHTH: The duration of the corporation shall be perpetual.

Signed on

_____

Amy R. Johnson, Incorporator

BYLAWS

OF

Newport News Uno, Inc.

(a Virginia corporation)

_____

ARTICLE I

SHAREHOLDERS

1. SHARE CERTIFICATES. Certificates evidencing fully-paid shares of the corporation shall set forth thereon the statements prescribed by Section 13.1-647 of the Virginia Stock Corporation Act ("Stock Corporation Act") and by any other applicable provision of law, shall be signed by any two of the following officers: the President, a Vice-President, the Secretary, an Assistant Secretary, the Treasurer, an Assistant Treasurer, or any two officers designated by the Board of Directors, and may hear the corporate seal or its facsimile. Any or all of the signatures upon a certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to he such officer, transfer agent, or registrar before such certificate is issued, it may he issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

2. FRACTIONAL SHARES OR SCRIP. The corporation may, if authorized by the Board of Directors: issue fractions of a share or pay in money the value of fractions of a share; arrange for disposition of fractional shares by the shareholders; or issue scrip in registered or bearer form entitling the holder to receive a full share upon surrendering enough scrip to equal a full share. Each certificate representing scrip shall be conspicuously labeled "Scrip" and shall contain the information required by subsection 13 of Section 13.1-647 of the Stock Corporation Act. The holder of a fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the corporation upon dissolution. The holder of scrip is not entitled to any of these rights unless the scrip provides for them. The Board of Directors may authorize the issuance of scrip subject to any conditions considered desirable. When the corporation is to pay in money the value of fractions of a share, such value shall be determined by the Board of Directors. A good faith judgment of the Board of Directors as to the value of a fractional share is conclusive.

3. SHARE TRANSFERS. Upon compliance with any provisions restricting the transferability of shares that may be set forth in the articles of incorporation, these Bylaws, or

any written agreement in respect thereof, transfers of shares of the corporation shall he made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, or with a transfer agent or a registrar and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes thereon, if any. Except as may be otherwise provided by law, the person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation; provided that whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact, if known to the Secretary of the corporation, shall he so expressed in the entry of transfer.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days before the meeting or action requiring such determination of shareholders. If not otherwise fixed, the record date is the close of business on the day before the effective date of notice to shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty days after the date fixed for the original meeting.

5. MEANING OF CERTAIN TERMS. As used herein in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting, as the case may be, the term "share" or "shares" or "shareholder" or "shareholders" refers to an outstanding share or shares and to a holder or holders of record of outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the articles of incorporation confer such rights where there are two or more classes or series of shares or upon which or upon whom the Stock Corporation Act confers such rights notwithstanding that the articles of incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

6. SHAREHOLDER MEETINGS.

- TIME. The annual meeting shall be held on the date fixed from time to time by the directors. A special meeting shall be held on the date fixed from time to time by the directors except when the Stock Corporation Act confers the right to call a special meeting upon the shareholders.

- PLACE. Annual meetings and special meetings shall be held at such place in or out of the Commonwealth of Virginia as the directors shall from time to time fix.

- CALL. Annual meetings may be called by the directors or the Chairman of the Board of Directors, the President, or the Secretary or by any officer instructed by the directors or the President to call the meeting. Special meetings may be called in like manner.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE. A corporation shall notify shareholders of each annual and special shareholders' meeting. Such notice shall be given no less than ten nor more than sixty days before the meeting date except that notice of a shareholders' meeting to act on an amendment of the articles of incorporation, a plan of merger or share exchange, a proposed sale of assets pursuant to Section 13.1-724 of the Stock Corporation Act, or the dissolution of the corporation shall he given not less than twenty-five nor more than sixty days before the meeting date. Unless the Stock Corporation Act or the articles of incorporation require otherwise, notice of an annual meeting need not state the purpose for which the meeting is called. Notice of a special meeting shall state the purpose for which the meeting is called. Notwithstanding the foregoing, no notice of a shareholders' meeting need be given to a shareholder in any instance in which Section 13.1-658 of the Stock Corporation Act so provides. A shareholder may waive any notice required by the Stock Corporation Act, the articles of incorporation or the Bylaws before or after the time and date of the meeting that is the subject of such notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Secretary of the corporation for inclusion in the minutes or filing with the corporate records. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented. The term "notice" as used in this paragraph shall mean notice in writing as prescribed by Section 13.1-610 of the Stock Corporation. Act.

- VOTING LIST. The officer or agent having charge of the share transfer books of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, with the address of and the number of shares held by each. The list shall he arranged by voting group

and within each voting, group by class or series. For a period of ten days prior to such meeting, the list of shareholders shall be kept on file at the registered office of the corporation or at its principal office or at the office of its transfer agent or registrar and shall be subject to inspection by any shareholder at any time during, usual business hours. Such list shall also he produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof. The original share transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

- CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting - the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, a Vice-President, if any, or, if none of the foregoing is in office and present and acting, by a chairman to he chosen by the shareholders. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting, but, if neither the Secretary nor an Assistant Secretary is present, the Chairman of the meeting shall appoint a secretary of the meeting.

- PROXY REPRESENTATION. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment is valid for eleven months, unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

- SHARES HELD BY NOMINEES. The corporation may establish a procedure by which the beneficial owner of shares that are registered in the name of a nominee is recognized by the corporation as the shareholder. The extent of this recognition may be determined in the procedure.

- QUORUM. Unless the articles of incorporation or the Stock Corporation Act provides otherwise, a majority of the votes entitled to be cast on a matter by a voting group constitutes a quorum of that voting group for action on that matter. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

- VOTING. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. If a quorum exists, action on a matter, other than the election of directors, by a voting group is approved if the

votes cast within the voting group favoring the action exceed the votes cast opposing the action.

7. ACTION WITHOUT MEETING. Action required or permitted by the Stock Corporation Act to be taken at a shareholders' meeting may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the Secretary of the corporation for inclusion in the minutes or filing with the corporate records. Any action taken by unanimous written consent shall be effective according to its terms when all consents are in the possession of the corporation. Action taken under this paragraph is effective as of the date specified therein provided the consent states the date of execution by each shareholder.

ARTICLE II

BOARD OF DIRECTORS

1. FUNCTIONS GENERALLY - COMPENSATION. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, a Board of Directors. The Board may fix the compensation of directors.

2. QUALIFICATIONS AND NUMBER. A director need not he a shareholder, a citizen of the United States, or a resident of the Commonwealth of Virginia. The initial Board of Directors shall consist of three persons, which is the number of directors stated in the articles of incorporation, and which shall be the number of directors until changed. Thereafter, the number of directors shall not be less than one nor more than five.. The number of directors may be fixed or changed from time to time, within such minimum and maximum, by the shareholders or by the Board of Directors. If not so fixed, the number shall be three. After shares are issued, only the shareholders of the corporation may change the range for the size of the Board of Directors or change from a fixed to a variable-range size board or vice versa. A decrease in the number of directors does not shorten an incumbent director's term. The number of directors shall never be less than one.

3. TERMS AND VACANCIES. The terms of the initial directors of the corporation expire at the first shareholders' meeting at which directors are elected. The terms of all other directors expire at the next annual shareholders' meeting following their election. A decrease in the number of directors does not shorten an incumbent director's term. The term of a director elected by the Board of Directors to fill a vacancy expires at the next shareholders' meeting at which directors are elected. Despite the expiration of a director's term, he continues to serve until his successor is elected and qualifies. If a vacancy occurs on the Board of

Directors, including a vacancy resulting from an increase in the number of directors, the shareholders or the Board of Directors may fill the vacancy; or if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of the directors remaining in office.

4. MEETINGS.

- TIME. Meetings shall he held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall he held as soon after its election as the directors may conveniently assemble.

- PLACE. The Board of Directors may hold regular or special meetings in or out of the Commonwealth of Virginia at such place as shall be fixed by the Board.

- CALL. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, of the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. Regular meetings of the Board of Directors may he held without notice of the date, time, place, or purpose of the meeting. Written, or oral, notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the directors thereat. The notice of any meeting need not describe the purpose of the meeting. A director may waive any notice required by the Stock Corporation Act or by these Bylaws before or after the date and time stated in the notice, and such waiver shall be equivalent to the giving of such notice. A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Except as herein before provided, a waiver shall be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records.

- QUORUM AND ACTION. A quorum of the Board of Directors consists of a majority of the number of directors specified in or fixed in accordance with these Bylaws. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors. Whenever the Stock Corporation Act requires the Board of Directors to recommend or approve any proposed corporate act, such recommendation or approval shall not be required if the proposed corporate act is adopted by the unanimous consent of shareholders. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during

the meeting. A director participating in a meeting by this means is deemed to be present, in person in at the meeting.

- CHAIRMAN OF THE MEETING. Meetings of the Board of Directors shall be presided over by the following directors in the order of seniority and if present and acting the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, or any other director chosen by the Board.

5. REMOVAL OF DIRECTORS. The shareholders may remove one or more directors with or without cause pursuant to the provisions of Section 13.1-680 of the Stock Corporation Act.

6. COMMITTEES. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have two or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and the appointment of members to it shall be approved by the greater number of (a) a majority of all the directors in office when the action is taken, or (b) the number of directors required by the articles of incorporation or these Bylaws to take action under the provisions of Section 13.1-688 of the Stock Corporation Act. The provisions of Sections 13.1-684 through 13.1-688 of the Stock Corporation Act, which govern meetings, action without meetings, notice, and waiver of notice, apply to committees and their members as well. To the extent specified by the Board of Directors or these Bylaws, each committee may exercise the authority of the Board of Directors except such authority as may not be delegated under the Stock Corporation Act.

7. ACTION WITHOUT MEETING. Action required or permitted by the Stock Corporation Act to he taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action taken, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this paragraph is effective when the last director signs the consent unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein provided the consent states the date of execution by each director.

ARTICLE III

OFFICERS

The corporation shall have a President, and a Secretary, and such other officers as may be deemed necessary, each or any of whom may he elected or appointed by the directors or may be chosen in such manner as the directors shall determine. The same individual may simultaneously hold more than one office in the corporation.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders and until his successor has been elected and qualified.

Each officer of the corporation has the authority and shall perform the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers; provided, that the Secretary shall have the responsibility for preparing and maintaining custody of minutes of the directors' and shareholders' meetings and for authenticating records of the corporation.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE IV

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation and the name of the registered agent of the corporation are set forth in the original articles of incorporation.

ARTICLE V

CORPORATE SEAL

The corporate seal ~~shall have inscribed thereon the name of the corporation and~~ shall be in such form ~~and contain such other words and/or figures~~ as the Board of Directors shall determine or the law require.

ARTICLE VI

FISCAL YEAR

The fiscal year of the corporation shall he fixed, and shall be subject to change, by the Board of Directors.

ARTICLE VII

CONTROL OVER BYLAWS

The power to alter, amend, and repeal the Bylaws and to make new Bylaws shall be vested in the Board of Directors, but Bylaws made by the Board of Directors may be repealed or changed, and new Bylaws made, by the shareholders, and the shareholders may prescribe that any Bylaw made by them shall not be altered, amended, or repealed by the directors.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of NNN, a corporation of the Commonwealth of Virginia, as in effect on the date hereof.

WITNESS my hand and the seal of the corporation.

Dated: November 8, 1994

_____

John O. Cunningham Secretary of

Newport News Uno, Inc.

(SEAL)

ARTICLES OF INCORPORATION

OF

SLA Lake Mary, Inc.

FIRST: The name of the corporation is SLA Lake Mary, Inc.

SECOND: The street address of the initial principal office, and, if different, the mailing address of the corporation is 100 Charles Park Road, West Roxbury, MA 02132-4985.

THIRD: The number of shares the corporation is authorized to issue is 25,000 shares of Common Stock, S.01 par value.

FOURTH: The street address of the initial registered office of the corporation is c/o C T Corporation System, 1200 South Pine Island Road, City of Plantation, Florida 33324, and the name of its initial registered agent at such address is C T Corporation System.

FIFTH: The names of addresses of the persons who are to serve as initial directors are:

Craig S. Miller	11 Merrall Road, Dedham, MA 02026
Aaron D. Spencer	69 Farlow Road, Newton, MA 02159
Paul MacPhail	241 Lumber Street, Hopkington, MA 01748

SIXTH: The name and address of the incorporator is Matthew S. Gilman, c/o Brown Rudnick Freed & Gesmer, Boston, MA 02111.

/s/ Matthew Gilman — 7/25/01

Signature of Incorporator — Date

C T Corporation System is familiar with and accepts the obligations provided for in Section 60-7.0505 of the Florida Statutes.

C T Corporation System

/s/ Lauren Kreatz — 7/25/01

Lauren Kreatz — Date

SLA LAKE MARY, INC.

BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office shall be located in Plantation, Florida.

Section 2. The corporation may also have offices at such other places both within and without the State of Florida as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held at such place as may be fixed from time to time by the board of directors.

Section 2. Annual meetings of shareholders, commencing with the year 2002, shall be held on the 2nd Wednesday in February, if not a legal holiday, and if a legal holiday, then on the next secular day following, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the place, day and hour of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, secretary, or the officer or person calling the meeting, to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the State of Florida as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of shareholders, for any purpose or

purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president, the board of directors, or the holders of not less than one-tenth of all the shares entitled to vote at the meeting.

Section 3. Written or printed notice of a special meeting stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the board, president, or the holders of not less than one-tenth of all the shares entitled to vote at the meeting to each shareholder of record entitled to vote at such meeting.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF STOCK

Section 1. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2. If a quorum is present, the affirmative vote of a plurality of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number or voting by classes is required by law or the articles of incorporation.

Section 3. Each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or if the articles of incorporation so provide, to cumulate the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 4. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V

DIRECTORS

Section 1. The board of directors shall consist of such number of directors (which shall not be less than three or less than the number of stockholders, if less than three) as shall be fixed initially by the incorporator(s) and thereafter by the stockholders. No director need be a stockholder.

The number of directors may be increased or decreased by amendment to the articles of incorporation or to these bylaws.

Section 2. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors, or by the shareholders, unless the articles of incorporation provide otherwise. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of his predecessor in office. A director elected to fill a newly created directorship shall serve until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep books of the corporation, except such as are required by law to be kept within the state, outside of the State of Florida, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the State of Florida.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Meetings of the board of directors may be called by the chairman of the board or by the president. Special meetings of the board of directors shall be preceded by two days' notice sent to directors of the date, time, and place of the meeting. Notice may be sent in writing or orally, and communicated in person, by telephone, telegraph, teletype, electronic communication, or by mail. The notice shall include the purpose of the meeting.

Section 5. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. A majority of the directors shall constitute a quorum for the transaction of business unless a different number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. Whether or not a quorum shall be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 7. Any action by the directors may be taken without a meeting if all of the directors consent to the action in writing and the consents are filed with the records of the directors' meetings. Such consent shall be treated for all purposes as a vote of the directors at a meeting.

ARTICLE VII

EXECUTIVE COMMITTEES

Section 1. The board of directors, by resolution adopted by a majority of the full board of directors, may designate two or more directors to constitute an executive committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VIII

NOTICES

Section 1. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation

shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice- presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by the president of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signature of the officer of the corporation upon a certificate may be a facsimile. In case any officer who has signed or whose facsimile

signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

UNCERTIFICATED SHARES

Section 3. The board of directors of the corporation may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. Shares already represented by certificates shall not be affected until they are surrendered to the corporation.

Section 4. Within 10 days after the issue or transfer of shares without certificates, the corporation shall send shareholders a written statement of the information required on the certificates by F.S. section 607.0625 (2) and (3), and, if applicable, F.S. section 607.0627.

LOST CERTIFICATES

Section 5. The board of directors may direct a new certificate or an equivalent new uncertificated security in place of any certificate therefore issued by the corporation alleged to have been lost, destroyed, or wrongfully taken. When authorizing such issue of a new certificate or an equivalent new uncertificated security, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost, destroyed, or wrongfully taken.

TRANSFERS OF SHARES

Section 6. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate or an equivalent new uncertificated security shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

FIXING OF RECORD DATE

Section 7. For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or in order to make a determination of shareholders for any other proper purpose, the board of directors may provide that the record date be fixed not more than seventy days before the meeting or action requiring a determination of shareholders. For the purpose of determining those shareholders entitled to demand a special meeting, such record date shall be the date the first shareholder delivers his demand to the corporation. For the purpose of determining those shareholders entitled to take action without a meeting, such record date shall be the date the first signed

written consent is delivered to the corporation under F.S. section 607.0704, except that if prior action is required by the board of directors pursuant to the Florida Business Corporation act, such record date shall be the close of business on the day on which the board of directors adopts the resolution taking such prior action. For the purpose of determining those shareholders entitled to notice of and to vote at an annual or special shareholders' meeting, such record date shall be the close of business of the day before the first notice is delivered to the shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

LIST OF SHAREHOLDERS

Section 8. After fixing a record date for a meeting, the officer or agent in charge of the records for shares shall prepare an alphabetical list of the names of all shareholders who are entitled to notice of a shareholders' meeting, arranged by voting group, with the address of, and the number and class and series, if any, of shares held by each. The shareholders' list shall be available for inspection by any shareholder for a period of 10 days prior to the meeting and shall be kept on file at the corporation's principal office. A shareholder or his agent or attorney shall be entitled on written demand to inspect the list, subject to the requirements of F.S. section 607.1602(3) during regular business hours and at his expense, during the period it shall be available for inspection. The shareholders' list shall be made available at the meeting, and any shareholder or his agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. The shareholders' list shall be prima facie evidence of the identity of shareholders entitled to examine the shareholders' list or to vote at a meeting of shareholders.

ARTICLE XI

INDEMNIFICATION

Section 1. Definitions.

For purposes of this Article VII, the following terms shall have the meanings indicated:

"Corporate Status" describes the status of a person who is or was a director, officer, employee, agent, trustee or fiduciary of the corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the corporation.

"Court" means the court in which the Proceeding in respect of which indemnification is sought by a Covered Person shall have been brought or is pending, or another court having subject matter jurisdiction and personal jurisdiction over the parties.

”Covered Person” means a person who is a present or former director or Officer of the corporation and shall include such person’s legal representatives, heirs, executors and administrators.

“Disinterested” describes any individual, whether or not that individual is a director, Officer, employee or agent of the corporation, who is not and was not threatened to be made a party to the Proceeding in respect of which indemnification, advancement of Expenses or other action is sought by a Covered Person.

“Expenses” shall include, without limitation, all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating or being or preparing to be a witness in a Proceeding.

“Good Faith” shall mean a Covered Person having acted in good faith and in a manner such Covered Person reasonably believed to be in to the best interests of the corporation or, in the case of an employee benefit plan, the best interests of the participants or beneficiaries of said plan, as the case may be, and, with respect to any Proceeding which is criminal in nature, having had no reasonable cause to believe such Covered Person’s conduct was unlawful.

“Improper Personal Benefit” shall include, but not be limited to, the receipt of a financial profit, monies or other advantage not also accruing to the corporation or to the stockholders generally by reason of a person’s Corporate Status and which is unrelated to his usual compensation including, but not limited to, (i) in exchange for the exercise of influence over the corporation’s affairs, (ii) as a result of the diversion of corporate opportunity, or (iii) pursuant to the use or communication of confidential or inside information for the purpose of generating a profit from trading in the corporation’s securities. Notwithstanding the foregoing, “Improper Personal Benefit” shall not include any benefit directly or indirectly related to actions taken in order to evaluate, discourage, resist, prevent or negotiate any transaction with or proposal from any person or entity seeking control of, or a controlling interest in, the corporation.

“Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and may include law firms or members thereof that are regularly retained by the corporation but not by any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the standards of professional conduct then prevailing and applicable to such counsel, would have a conflict of interest in representing either the corporation or the Covered Person in an action to determine the Covered Person’s rights under this Article.

"Officer" means the president, vice presidents, treasurer, assistant treasurer(s), clerk, assistant clerk(s), secretary, assistant secretary and such other executive officers as are appointed by the board of directors of the corporation and explicitly entitled to indemnification hereunder.

"Proceeding" includes any actual, threatened or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation (including any internal corporate investigation), administrative hearing or any other proceeding, whether civil, criminal, administrative or investigative, other than one initiated by the Covered Person, but including one initiated by a Covered Person for the purpose of enforcing such Covered Person's rights under this Article to the extent provided in Section 14 of this Article. "Proceeding" shall not include any counterclaim brought by any Covered Person other than one arising out of the same transaction or occurrence that is the subject matter of the underlying claim.

Section 2. Right to Indemnification in General.

(a) Covered Persons. The corporation may indemnify, and may advance Expenses, to each Covered Person who is, was or is threatened to be made a party or otherwise involved in any Proceeding in the manner provided in this Article and to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The indemnification provisions in this Article shall be deemed to be a contract between the corporation and each Covered Person who serves in any Corporate Status at any time while these provisions as well as the relevant provisions of the Massachusetts Business Corporation Law are in effect, and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such Covered Person.

(b) Employees and Agents. The corporation may, to the extent authorized from time to time by the board of directors, grant indemnification and the advancement of Expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of Expenses of Covered Persons.

(c) Adverse Adjudication. Notwithstanding any provision of this Article to the contrary, no indemnification shall be provided for any Covered Person with respect to any matter as to which he shall have been adjudicated in any Proceeding not to have acted in Good Faith.

Section 3. Proceedings Other Than in the Right of the Corporation. Each Covered Person may be entitled to the rights of indemnification provided in this Section if, by reason of such Covered Person's Corporate Status, such Covered Person is, was or is threatened to be made, a party to or is otherwise involved in any Proceeding, other than a Proceeding by or in the right of the corporation. Each Covered Person may be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlements, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such Proceeding or any claim, issue or matter therein, if such Covered Person acted in Good Faith and such Covered Person has not been adjudged during the course of such proceeding to have derived an improper Personal Benefit from the transaction or occurrence forming the basis of such Proceeding.

Section 4. Proceedings by or in the Right of the Corporation. Each Covered Person may be entitled to the rights of indemnification provided in this Section if, by reason of such Covered Person's Corporate Status, such Covered Person is, or is threatened to be made, a party to or is otherwise involved in any Proceeding brought by or in the right of the corporation to procure a judgment in its favor. Such Covered Person may be indemnified against Expenses, judgments, penalties, and amounts paid in settlement, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such Proceeding if such Covered Person acted in Good Faith and such Covered Person has not been adjudged during the course of such proceeding to have derived an Improper Personal Benefit from the transaction or occurrence forming the basis of such Proceeding. Notwithstanding the foregoing, no such indemnification shall be made in respect of any claim, issue or matter in such Proceeding as to which such Covered Person shall have been adjudged to be liable to the corporation if applicable law prohibits such indemnification; provided, however, that, if applicable law so permits, indemnification shall nevertheless be made by the corporation in such event if and only to the extent that the Court which is considering the matter shall so determine.

Section 5. Indemnification of a Party Who is Wholly or Partly Successful. Notwithstanding any provision of this Article to the contrary, to the extent that a Covered Person is, by reason of such Covered Person's Corporate Status, a party to or is otherwise involved in and is successful, on the merits or otherwise, in any Proceeding, such Covered Person may be indemnified to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection therewith. If such Covered Person is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the corporation may indemnify such Covered Person to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines, and amounts paid in settlement, actually and

reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification for Expenses of a Witness. Notwithstanding any provision of this Article to the contrary, to the extent that a Covered Person is, by reason of such Covered Person's Corporate Status, a witness in any Proceeding, such Covered Person shall be indemnified against all Expenses actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection therewith.

Section 7. Advancement of Expenses. Notwithstanding any provision of this Article to the contrary, the corporation may advance all reasonable Expenses which, by reason of a Covered Person's Corporate Status, were incurred by or on behalf of such Covered Person in connection with any Proceeding, within 30 days after the receipt by the corporation of a statement or statements from such Covered Person requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by the Covered Person and shall include or be preceded or accompanied by an undertaking by or on behalf of the Covered Person to repay any Expenses if such Covered Person shall be adjudged to be not entitled to be indemnified against such Expenses. Any advance and undertaking to repay pursuant to this Section shall be interest-free and made without reference to the financial ability of the Covered Person to make such repayment, as the corporation sees fit Advancement of Expenses pursuant to this Section shall not require approval of the board of directors or the stockholders of the corporation, or of any other person or body. The secretary of the corporation shall promptly advise the Board in writing of the request for advancement of Expenses, of the amount and other details of the request and of the undertaking to make repayment provided pursuant to this Section.

Section 8. Notification and Defense of Claim.

(a) Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim is to be made against the corporation under this Article, notify the corporation of the commencement of the Proceeding. The failure to notify the corporation will not relieve the corporation from any liability which it may have to such Covered Person otherwise than under this Article.

(b) With respect to any Proceedings as to which a Covered Person notifies the corporation that the Covered Person may make a claim:

(i) the corporation will be entitled to participate in the defense at its own expense; and

(ii) except as otherwise provided in paragraph (c) or (d), the corporation (jointly with any other indemnifying party similarly notified) will be entitled to assume the defense of the Proceeding with counsel reasonably satisfactory to the Covered Person. After notice from the corporation to the Covered Person of its election to assume the defense of a suit, the corporation will not be liable to the Covered Person under this Article for any legal or other expenses subsequently incurred by the Covered Person in connection with the defense of the Proceeding other than reasonable costs of investigation or as otherwise provided below in paragraph (c).

(c) The Covered Person shall have the right to employ his own counsel in a Proceeding but the fees and expenses of such counsel incurred after notice from the corporation of its assumption of the defense shall be at the expense of the Covered Person except as provided in this paragraph. The fees and expenses of the Covered Person's own counsel shall be at the expense of the corporation if (i) the employment of counsel by the Covered Person has been authorized by the corporation, (ii) the Covered Person shall have concluded reasonably that there may be a conflict of interest between the corporation and the Covered Person in the conduct of the defense of such action and such conclusion is confirmed in writing by the corporation's outside counsel regularly employed by it in connection with corporate matters, or (iii) the corporation shall not in fact have employed counsel to assume the defense of such Proceeding.

(d) The corporation shall be entitled to participate in, but shall not be entitled to assume the defense of, any Proceeding brought by or in the right of the corporation

(e) Notwithstanding any provision of this Article to the contrary, the corporation shall not be obligated to indemnify the Covered Person under this Article for any amounts paid in settlement of any Proceeding effected without its written consent. The corporation shall not settle any Proceeding or claim in any manner which would impose any penalty, limitation or disqualification of the Covered Person for any purpose without such Covered Person's written consent. Neither the corporation nor the Covered Person will unreasonably withhold their consent to any proposed settlement.

(f) If it is determined that the Covered Person is entitled to indemnification payment to the Covered Person of the additional amounts for which he is to be indemnified shall be made within ten days after such determination.

Section 9. Procedures.

(a) Method of Determination. A determination (as provided for by this Article or if required by applicable law in the specific case) with respect to a Covered Person's entitlement to indemnification shall be made either (i) by the board of directors by a majority vote of a quorum consisting of Disinterested directors, or (ii) in the event that a quorum of the board of directors consisting of Disinterested directors is not obtainable or, even if obtainable, such quorum of Disinterested directors so directs, by Independent Counsel in a written determination to the board of directors, a copy of which shall be delivered to the Covered Person seeking indemnification, or (iii) by the vote of the holders of a majority of the corporation's capital stock outstanding at the time entitled to vote thereon.

(b) Initiating Request. A Covered Person who seeks indemnification under this Article shall submit a Request for Indemnification, including such documentation and information as is reasonably available to such Covered Person and is reasonably necessary to determine whether and to what extent such Covered Person is entitled to indemnification.

(c) Presumptions. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall not presume that the Covered Person is or is not entitled to indemnification under this Article.

(d) Burden of Proof. Each Covered Person shall bear the burden of going forward and demonstrating sufficient facts to support his claim for entitlement to indemnification under this Article. That burden shall be deemed satisfied by the submission of an initial Request for Indemnification pursuant to paragraph (b) above.

(e) Effect of Other Proceedings. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty or of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Article) of itself adversely affect the right of a Covered Person to indemnification or create a presumption that a Covered Person did not act in Good Faith.

Section 10. Action by the Corporation. Any action, payment, advance determination other than a determination made pursuant to Section 9(a) above, authorization, requirement, grant of indemnification or other action taken by the Corporation pursuant to this Article shall be effected exclusively through any Disinterested person so authorized by the board of directors of the Corporation, including the president or any vice president of the corporation.

Section 11. Non-Exclusivity. The rights of indemnification and to receive advancement of Expenses as provided by this Article shall not be deemed exclusive of any other rights to which a Covered Person may at any time be entitled under applicable law, the Articles of Organization, these Bylaws, any agreement, a vote of stockholders or a resolution of the board of directors, or otherwise. No amendment, alteration, rescission or replacement of this Article or any provision hereof shall be effective as to an Covered Person with respect to any action taken or omitted by such Covered Person in such Covered Person's Corporate Status or with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or to the extent based in part upon any such state of facts existing prior to such amendment, alteration, rescission or replacement.

Section 12. Insurance. The corporation may maintain, at its expense, an insurance policy or policies to protect itself and any Covered Person, officer, employee or agent of the corporation or another enterprise against liability arising out of this Article or otherwise, whether or not the corporation would have the power to indemnify any such person against such liability under the Massachusetts Business Corporation Law.

Section 13. No Duplicative Payment. The corporation shall not be liable under this Article to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that a Covered Person has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 14. Expenses of Adjudication. In the event that any Covered Person seeks a judicial adjudication, or an award in arbitration, to enforce such Covered Person's rights under, or to recover damages for breach of, this Article, such Covered Person shall be entitled to recover from the corporation, and shall be indemnified by the corporation against, any and all expenses (of the types described in the definition of Expenses in Section 7.1 of this Article actually and reasonably incurred by such Covered Person in seeking such adjudication or arbitration, but only if such Covered Person prevails therein. If it shall be determined in such adjudication or arbitration that the Covered Person is entitled to receive part but not all of the indemnification of expenses sought, the expenses incurred by such Covered Person in connection with such adjudication or arbitration shall be appropriately prorated.

Section 15. Severability. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) provisions of this Article (including without limitation, each portion of any Section of this Article containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and

(b) to the fullest extent possible, the provisions of this Article (including, without limitation, each portion of any Section of this Article containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE XII

GENERAL PROVISIONS

DISTRIBUTIONS

Section 1. Subject to the restrictions of the articles of incorporation relating thereto, if any, and to limitation by statute, distributions may be declared by the board of directors at any regular or special meeting, pursuant to law. Distributions may be made in cash, in property, or as a dividend. Share dividends may be issued pro rata and without consideration to the corporation's shareholders or to the shareholders of one or more classes or series, subject to the provisions of the articles of incorporation.

Section 2. Before any distribution may be made, there may be set aside out of any funds of the corporation available for distributions such sum or sums as the directors from time to time, in their absolute discretion, think proper to meet debts of the corporation as they become due in the usual course of business, or for such other purpose as the directors shall think conducive to the interest of the corporation.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. Except as from time to time otherwise provided by the board of

directors, the corporation shall have a 52-53 week fiscal year which shall end as of the close of business on the Sunday closest to September 30th in each year.

SEAL

Section 5. The corporate seal shall have inscribed thereon the words “Corporate Seal”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XIII

AMENDMENTS

Section 1. These bylaws may be altered, amended, or repealed or new bylaws may be Adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

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EXHIBIT T3A.69

ARTICLES OF AMENDMENT

OF

UNO OF INNER HARBOR, INC.

Uno of Inner Harbor, Inc., a Maryland corporation, (the "Corporation"), having its principal office at The Corporation Trust Incorporated, 300 E. Lombard Street, Baltimore, Maryland 21202, hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The Charter of the Corporation is hereby amended by striking in its entirety the SECOND ARTICLE and substituting in lieu thereof the following:

"UR of Inner Harbor MD, Inc."

SECOND: By informal action taken by the Board of Directors of the Corporation, pursuant to and accordance with Sections 2-408 and 2-605 of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Corporation duly advised and approved the foregoing Amendment.

IN WITNESS WHEREOF, Uno of Inner Harbor, Inc. has caused these presents to be signed in its name and on its behalf by its President attested by its Secretary on this 8$_{th}$ day of May, 2002, and its President acknowledges that these Articles of Amendment are the act and deed of Uno of Inner Harbor, Inc. and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of her knowledge, information and belief.

WITNESS: Uno of Inner Harbor, Inc.

_____ _____

George W. Herz II, Secretary By: Paul W. MacPhail, President

UNO OF INNER HARBOR, INC.

ARTICLES OF INCORPORATION

FIRST: I, Robert S. Handzo, whose post office address is 102 W. Pennsylvania Avenue, Towson, Maryland 21204, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereafter referred to as the "Corporation") is

Uno of Inner Harbor, Inc.

THIRD: The purposes for which the Corporation is formed are:

(1) To acquire and conduct the business of dealing in all kinds of spirits, beers, wines and beverages at retail, and a restaurant properly licensed to do so, and to do all things incidental thereto, such as buying, selling merchandise, dispensing food and drink, purchasing or holding and occupying under deed or lease such real estate as may be necessary therefore, and for such purposes to borrow money and pledge property and assets of the corporation as security therefore, and to have all of the powers conferred upon corporations organized under the provisions of the Maryland General Corporation Law.

(2) To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: The post office address of the principal office of the Corporation in this State is c/o The Corporation Trust Incorporated, 300 E. Lombard Street, Baltimore, Maryland 21202. The name and post office address of the Resident Agent of the Corporation in this State are The Corporation Trust Incorporated, 300 E. Lombard Street, Baltimore, Maryland 21202. Said Resident Agent is an individual actually residing in this State.

FIFTH: The total number of shares of capital stock which the Corporation has authority to issue is five thousand (5000), divided into two thousand five hundred (2500) shares of Class A Common Stock without par value, and two thousand five hundred (2500) shares of Class B Common Stock without par value.

The following is a description of each class of stock of the Corporation with the preferences, conversion and other rights, restrictions, voting powers, and qualifications of each class:

1. Except as hereinafter provided with respect to voting powers, the Class A Common Stock and the Class B Common Stock of the Corporation shall be identical in all respects.

2. With respect to voting powers, except as otherwise required by the Corporations and Associations Article of the Annotated Code of Maryland, the holders of Class A Common Stock shall possess all voting powers for all purposes, including by way of illustration and not of

limitation the election of directors, and the holders of Class B Common Stock shall have no voting power whatsoever, and no holder of Class B Common Stock shall vote on or otherwise participate in any proceedings in which actions shall be taken by the Corporation or the stockholders thereof or be entitled to notification as to any meeting of the Board of Directors or the stockholders.

SIXTH: The number of Directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three, provided that:

(1) If there is no stock outstanding, the number of directors may be less than three but not less than one; and

(2) If there is stock outstanding and so long as there are less than three stockholders, the number of directors may be less than three but not less than the number of stockholders.

The name of the initial director who shall act until the organizational meeting or first annual meeting or until his successors are duly elected and qualify is: Robert S Handzo,

SEVENTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

(1) The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized.

(2) The Board of Directors of the Corporation may classify or reclassify any unissued stock by setting or changing in any one or more respects, from time to time before issuance of such stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms or conditions of redemption or such stock.

(3) The Corporation reserves the right to amend its Charter so that such amendment may alter the contract rights, as expressly set forth in the Charter, of any outstanding stock, and any objecting stockholder whose rights may or shall be thereby substantially adversely affected shall not be entitled to demand and receive payment of the face value of his stock.

(4) No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities, or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may be reissued or transferred, and any and all of such rights and options may be granted by the Board of Directors to such

persons, firms, corporations, and associations, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the Maryland General Corporation Law now or hereafter in force.

EIGHTH: No director or officer of the Corporation shall be liable to the Corporation or to its stockholders for money damages except (1) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active and deliberate dishonesty, or (b) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

NINTH: (1) As used in this Article Ninth any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section''), shall have the same meaning as provided in the Indemnification Section.

(2) The Corporation may, as determined by the Board of Directors of the Corporation, indemnity and advance expenses to a director, officer, employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 11th day of December, 2001, and I acknowledge the same to be my act.

_____

Robert S. Handzo

UNO OF INNER HARBOR, INC.

BY-LAWS

ARTICLE I

Stockholders

SECTION 1. ***Annual Meeting***. The annual meeting of the stockholders of the Corporation shall be held on the second Wednesday in February if not a legal holiday, and if a legal holiday then the next succeeding day not a legal holiday, for the purpose of electing, directors to succeed those whose terms shall have expired as of the date of such annual meeting, and for the transaction of such other corporate business as may come before the meeting.

SECTION 2. ***Special Meetings***. Special meetings of the stockholders may be called at any time for any purpose or purposes by the Chairman of the Board, the President, by a Vice President, or by a majority of the Board of Directors, and shall be called forthwith by the Chairman of the Board, the President, by a Vice President, the Secretary or any director of the corporation upon the request in writing of the holders of a majority of all the shares outstanding and entitled to vote on the business to be transacted at such meeting. Such request shall state the purpose of purposes of the meeting. Business transacted at all special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of the meeting.

SECTION 3. ***Place of Holding Meetings***. All meetings of stockholders shall be held at the principal office of the Corporation or elsewhere in the United States as designated by the Board of Directors.

SECTION 4. ***Notice of Meetings***. Written notice of each meeting of the stockholders shall be mailed, postage prepaid by the Secretary, to each stockholder of record entitled to vote thereat at his post office address, as it appears upon the books of the Corporation, at least ten (10) days before the meeting. Each such notice shall state the place, day, and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose or purposes thereof.

SECTION 5. ***Quorum***. The presence in person or by proxy of the holders of record of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote thereat shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the stockholders present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 6. ***Conduct of Meetings***. Meetings of stockholders shall be presided over by the President of the Corporation or, if he is not present, by a Vice President, or, if none of said officers is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if he is not present, any Assistant Secretary shall act as secretary of such meetings; in the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as Secretary of the meeting.

SECTION 7. ***Voting***. At all meetings of stockholders, every stockholder entitled to vote thereat shall have one (1) vote for each share of stock standing in his name on the books of the Corporation on the date for the determination of stockholders entitled to vote at such meeting. Such vote may be either in person or by proxy appointed by an instrument in writing subscribed by such stockholder or his duly authorized attorney, bearing a date not more than three (3) months prior to said meeting, unless said instrument provides for a longer period. Such proxy shall be dated, but need not be sealed, witnessed or acknowledged. All elections shall be had and all questions shall be decided by a majority of the votes cast at a duly constituted meeting, except as otherwise provided by law, in the Articles of Incorporation or by these By-Laws.

If the chairman of the meeting shall so determine, a vote by ballot may be taken upon any election or matter, and the vote shall be so taken upon the request of the holders of ten percent (10%) of the stock entitled to vote on such election or matter. In either of such events, the proxies and ballots shall be received and be taken in charge and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes, shall be decided by the tellers. Such tellers Shall be appointed by the chairman of said meeting.

SECTION 8. ***Common Stock - Class A/Class B***. In accordance with the terms of the articles of incorporation, the holders of Class A Common Stock shall possess all voting powers for all purposes, including by way of illustration and not of limitation, the election of directors, and the holders of Class B Common Stocks shall have no voting power whatsoever, and no holder of Class B Common Stock shall vote on or otherwise participate in any proceeding which actions shall by taken by the Corporation or the stockholders thereof or be entitled to notification as to any meeting of the directors or the stockholders.

ARTICLE II

Board of Directors

SECTION 1. ***General Powers***. The property and business of the Corporation shall be managed under the direction of the Board of Directors of the Corporation.

SECTION 2. ***Number and Term of Office***. The number of directors shall be three (3) or such other number, but got less than one (1), nor more than five (5) as may be designated from time to time by resolution of a majority of the entire Board of Directors. Directors need not be stockholders. The directors shall be elected each year at the annual meeting of stockholders, except

as hereinafter provided, and each director shall serve until his successor shall be elected and shall qualify.

SECTION 3. ***Filling of Vacancies.*** In the case of any vacancy in the Board of Directors through death, resignation, disqualification, removal or other cause, the remaining directors, by affirmative vote of the majority thereof, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant, and until the election of his successor, or until he shall be removed, prior thereto, by an affirmative vote of the holders of a majority of the stock.

Similarly and in the event of the number of directors being increased as provided in these By-Laws, the additional directors so provided for shall be elected by a majority of the entire Board of Directors already in office, and shall hold office until the next annual meeting of stockholders and thereafter until his or their successors shall he elected.

Any director may be removed from office with or without cause by the affirmative vote of the holders of the majority of the stock issued and outstanding and entitled to vote at any special meeting of stockholders regularly called for the purpose.

SECTION 4. ***Place of Meeting.*** The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, either within or outside the State of Maryland, at such place or places as they may from time to time determine by resolution or by written consent of all the directors. The Board of Directors may hold their meetings by conference telephone or other similar electronic communications equipment in accordance with the provisions of the Maryland Corporation law.

SECTION 5. ***Regular Meetings***. Regular meetings of the Board of Directors may he held without notice at such time and place as shall from time to time be determined by resolution of the Board, provided that notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be mailed to each director at least three (3) days before the first meeting held pursuant thereto. The annual meeting of the Board of Directors shall be held immediately following the annual stockholders' meeting at which a Board of Directors is elected. Any business may be transacted at any regular meeting of the Board.

SECTION 6. ***Special Meetings.*** Special meetings of the Board of Directors shall be held whenever called by direction of the Chairman of the Board or the President and must be called by the Chairman of the Board, the President or the Secretary upon written request of a majority of the Board of Directors. The Secretary shall give notice of each special meeting of the Board of Directors, by mailing the same at least three (3) days prior to the meeting or by telegraphing the same at least two (2) days before the meeting, to each director; but such notice may be waived by any director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. At any meeting at which every director shall be present, even though without notice, any business may be transacted and any director may in writing waive notice of the time, place and objectives of any special meeting.

SECTION 7. ***Quorum.*** A majority of the whole number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of 'Incorporation or by these By-Laws.

SECTION 8. ***Compensation of Directors.*** Directors shall not receive any stated salary for their services as such, but each director shall he entitled to receive from the Corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board, and, by resolution of the Board of Directors, a fixed sum may also be allowed for attendance at each regular or special meeting of the Board and such reimbursement and compensation shall be payable whether or not a meeting is adjourned because of the absence of a quorum. Nothing herein contained shall he construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 9. ***Committees.*** The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE III

Officers

SECTION 1. ***Election, Tenure and Compensation.*** The officers of the Corporation shall be a President, a Secretary, and a Treasurer, and also such other officers including a Chairman of the Board and/or one or more Vice Presidents and/or one or more assistants to the foregoing officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall he elected annually by the Board of Directors at its first meeting following the annual meeting of the stockholders except where a longer term is expressly provided in an employment contract duly authorized and approved by the Board of Directors. The President and Chairman of the Board shall be directors and the other officers may, but need not be, directors. Any two or more of the above offices, except those of President and Vice President, may he held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed, acknowledged or verified by any two or more officers. The compensation or salary paid all officers of the Corporation shall be fixed by resolutions adopted by the Board of Directors.

In the event that any office other than an office required by law, shall not be filled by the Board of Directors, or, once filled, subsequently becomes vacant, then such office and all references thereto in these By-Laws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these By-Laws.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors, and all officers, agents, and employees shall hold office at the discretion of the Board of Directors or of the officers appointing them.

SECTION 2. ***Powers and Duties of the Chairman of the Board.*** The Chairman of the Board shall preside at all meetings of the Board of Directors unless the Board of Directors shall by a majority vote of a quorum thereof elect a chairman other than the Chairman of the Board to preside at meetings of the Board of Directors. He may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation; and he shall be ex-officio a member of all standing committees.

SECTION 3. ***Powers and Duties of the President.*** The President shall be the chief executive officer of the Corporation and shall have general charge and control of all its business affairs and properties. He shall preside at all meetings of the stockholders.

The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all the standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors.

In the event that the Board of Directors does not take affirmative action to fill the office of Chairman of the Board, the President shall assume and perform all powers and duties given to the Chairman of the Board by these By-Laws.

SECTION 4. ***Powers and Duties of the Vice President.*** The Board of Directors shall appoint a Vice President and may appoint more than one Vice President. Any Vice President (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the Corporation. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him be the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by any Vice President, and the taking of any action by any such Vice President in place of the President shall be conclusive evidence of the absence or disability of the President.

SECTION 5. ***Secretary.*** The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the directors or stockholders upon whose written request the meeting is called as provided in these By-Laws. The Secretary shall record all the proceedings of the meetings of the stockholders and of the directors in books provided for that purpose, and he shall perform such other duties as may be assigned to him by the directors or the President. He shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the President, and attest the

same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

SECTION 6. ***Treasurer.*** The Treasurer shall have custody of all the funds and securities of the Corporation, and he shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall render to the President and the Board of Directors, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, moneys, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

The Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors and the President.

SECTION 7. ***Assistant Secretary.*** The Board of Directors may appoint an Assistant Secretary or more than one Assistant Secretary. Each Assistant Secretary shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Secretary in the absence or disability, of the Secretary and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Secretary, the duties of the office shall be performed by any Assistant Secretary, and the taking of any action by any such Assistant Secretary in place of the Secretary shall be conclusive evidence of the absence or disability of the Secretary.

SECTION 8. ***Assistant Treasurer.*** The Board of Directors may appoint an Assistant Treasurer or more than one Assistant Treasurer. Each Assistant Treasurer shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Treasurer in the absence or disability of the Treasurer and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Treasurer, the duties of the office shall be performed by any Assistant Treasurer, and the taking of any action by any such Assistant Treasurer in place of the Treasurer shall be conclusive evidence of the absence or disability of the Treasurer.

ARTICLE IV

Capital Stock

SECTION 1. ***Issuance of Certificates' of Stock.*** The certificates for shares of the stock of the Corporation shall be of such form not inconsistent with the Articles of Incorporation, or its amendments, as shall be approved by the Board of Directors. All certificates shall be signed by the President or by the Vice President and countersigned by the Secretary or by an Assistant Secretary. All certificates for each class of stock shall he consecutively numbered. The name of the person owning the shares issued and the address of the holder, shall be entered in the Corporation's books. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificates representing the same number of shares shall be issued until the former certificate or certificates for the same number of shares shall have been so surrendered, and canceled unless a certificate of stock be lost or destroyed, in which event another may be issued in its stead upon proof of such loss or destruction and unless waived by the President, the giving of a satisfactory bond of indemnify not exceeding an amount double the value of the stock. Both such proof and such bond shall be in a form approved by the general counsel of the Corporation and by the Transfer Agent of the Corporation and by the Registrar of the stock.

SECTION 2. ***Transfer of Shares.*** Shares of the capital stock of the Corporation shall be transferred on the books of the Corporation only by the holder thereof in person or by his attorney upon surrender and cancellation of certificates for a like number of shares as hereinbefore provided.

SECTION 3. ***Registered Stockholders.*** The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share in the name of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the Laws of Maryland.

SECTION 4. ***Closing Transfer Books.*** The Board of Directors may fix the time, not exceed ten (10) days preceding the date of any meeting of stockholders or any dividend payment date or any date for the allotment of rights, during which time the books of the Corporation shall be closed against transfers of stock, or, in lieu thereof, the directors may fix a date not exceeding ten (10) days preceding the date of any meeting of stockholders or any dividend payment date or any date for the allotment of rights, as a record date for the determination of the stockholders entitled to notice of and to vote at such meeting or to receive such dividends or rights as the case may be; and only stockholders of record on such date shall be entitled to notice of and to vote at such meeting or to receive such dividends or rights as the case may be.

ARTICLE V

Corporate Seal

SECTION 1. ***Seal.*** In the event that the President shall direct the Secretary to obtain a corporate seal, the corporate seal shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of its organization and the word "Maryland". Duplicate copies of the corporate seal may be provided for use in the different offices of the Corporation but each copy thereof shall he in the custody of the Secretary of the Corporation or of an Assistant Secretary of the Corporation nominated by the Secretary.

ARTICLE VI

Bank Accounts and Loans

SECTION 1. ***Bank Accounts.*** Such officers or agents of the Corporation as from time to time shall he designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this Corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all cheeks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall he signed by the President or a Vice President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

SECTION 2. ***Loans.*** Such officers or agents of this Corporation as from time to time shall he designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms or persons as the Board of Directors, shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations oldie Corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations. firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firms or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to reply upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

ARTICLE VII

Reimbursements

Any payments made to an officer or other employee of the Corporation, such as salary, commission, interest or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or other employee of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or other employee, subject to the determination of the Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

ARTICLE VIII

Miscellaneous Provisions

SECTION 1. ***Fiscal Year.*** The fiscal year of the Corporation shall end on the last day of September.

SECTION 2. ***Notices.*** Whenever, under the provisions of these By-Laws, notice is required to be given to any director, officer, or stockholder, it shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to each stockholder, officer or director at such address as appears on the books of the Corporation, or in default of any other address, to such director, officer or stockholder, at the general post office in the City of Baltimore, Maryland, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any stockholder, director or officer may waive any notice required to be given under these By-Laws.

ARTICLE IX

Amendments

SECTION 1. ***Amendment of By-Laws.*** The Board of Directors shall have the power and authority to amend, alter or repeal these By-Laws or any provision thereof, and may from time to time make additional By-Laws.

ARTICLE X

Indemnification

SECTION 1. ***Definitions.*** As used in this Article X, any word or words that are defined in Sec 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

SECTION 2. ***Indemnification of Directors and Officers.*** The Corporation shall indemnify and advance expenses to a director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

SECTION 3. ***Indemnification of Employees and Agents.*** With respect to an employee or agent, other than a director or officer, of the Corporation, the Corporation may, as determined by the Board of Directors of the Corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the indemnification Section.