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**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

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	:
In re	: Chapter 11
	:
UNO RESTAURANT HOLDINGS	: Case No. 10-10209 (MG)
CORPORATION, <i>et al.</i>,	:
Debtors.	: (Joint Administration Requested)
	:
-----X	

**APPLICATION PURSUANT TO 28 U.S.C. § 156(c) AND
 LOCAL BANKRUPTCY RULE 5075-1(a) FOR ENTRY OF
 AN ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND
 RETAIN KURTZMAN CARSON CONSULTANTS LLC
AS NOTICING AND CLAIMS AGENT FOR THE DEBTORS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Uno Restaurant Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, “**Uno**” or the “**Debtors**”), respectfully represent:

Background

1. On the date hereof (the “**Commencement Date**”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the



Bankruptcy Code. Contemporaneously herewith, the Debtors have filed a motion seeking joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

2. Additional information regarding the Debtors’ businesses, capital structure, and the circumstances leading to these chapter 11 filings is contained in the Affidavit of Louie Psallidas Pursuant to Local Bankruptcy Rule 1007-2 in Support of First Day Motions and Applications (the “**Psallidas Affidavit**”) filed contemporaneously herewith.

Jurisdiction and Venue

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

4. By this application (the “**Application**”), the Debtors request, pursuant to section 156(c) of title 28 of the United States Code (the “**Judicial Code**”) and Local Bankruptcy Rule 5075-(1)(a) of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Bankruptcy Rules**”), entry of an order, substantially in the form attached hereto as Exhibit A, (a) authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as the Debtors’ noticing and claims agent (“**Noticing and Claims Agent**”) in connection with their chapter 11 cases in accordance with the terms and conditions of that certain services agreement, attached hereto as Exhibit B (the “**KCC Agreement**”), and (b) appointing KCC as an agent under section 156(c) of the Judicial Code. In support of this Application, the Debtors submit the Affidavit of Albert Kass, attached hereto as Exhibit C (the “**Kass Affidavit**”).

KCC's Qualifications

5. Although the Debtors have not yet filed their schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules**”), they anticipate that there may be in excess of 10,000 creditors and other parties in interest in these chapter 11 cases. In view of the number of anticipated creditors and parties in interest, the Debtors submit that the appointment of KCC as Noticing and Claims Agent is both necessary and in the best interests of the Debtors, their estates, and other parties in interest. Further, by appointing KCC as Noticing and Claims Agent, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Court (the “**Clerk**”) will be relieved of the administrative burden of processing claims.

6. KCC is fully equipped to handle the volume of mailing involved in properly sending required notices to and processing the claims of creditors and other interested parties in these chapter 11 cases. KCC is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. KCC has substantial experience in matters of this size and complexity and has acted as the official noticing and claims agent in many large bankruptcy cases pending in this District. See, e.g., In re Extended Stay Inc., et al., Ch. 11 Case No. 09-13764 (JMP) (Bankr. S.D.N.Y. June 16, 2009) [Docket No. 36]; In re Gen. Growth Props., Inc., et al., Ch. 11 Case No. 09-11977 (ALG) (Bankr. S.D.N.Y. Apr. 16, 2009) [Docket No. 36]; In re Tronox Inc., et al., Ch. 11 Case No. 09-10156 (ALG) (Bankr. S.D.N.Y. Jan. 13, 2009) [Docket No. 40]; In re Bally Total Fitness of Greater New York, Inc., Ch. 11 Case No. 08-14818 (BRL) (Bankr. S.D.N.Y. Dec. 9, 2008) [Docket No. 72]; In re T H Agric. & Nutrition, L.L.C., Ch. 11 Case No. 08-14692 (REG) (Bankr. S.D.N.Y. Dec. 1, 2008) [Docket No. 64]; In re

BH S&B Holdings, LLC, Ch. 11 Case No. 08-14604 (MG) (Bankr. S.D.N.Y. Nov. 21, 2008) [Docket No. 56]; In re Paper Int'l, Inc., Ch. 11 Case No. 08-13917 (RDD) (Bankr. S.D.N.Y. Oct. 10, 2008) [Docket No. 17]; In re DJK Residential LLC, Ch. 11 Case No. 08-10375 (JMP) (Bankr. S.D.N.Y. Feb. 2, 2008) [Docket No. 58]; In re Worldcom, Inc., Ch. 11 No. 02-13533 (Bankr. S.D.N.Y. July 25, 2002) [Docket No. 102]; In re Enron Corp., Ch. 11 No. 01-16034 (Bankr. S.D.N.Y. Jan. 30, 2002) [Docket No. 1191].¹

Services To Be Provided

7. KCC, at the request of the Debtors or the Clerk's office, may perform the following Noticing and Claims Agent services and related administrative services for the Debtors in accordance with the terms of the KCC Agreement:

- (a) Notify all potential creditors of the filing of the bankruptcy petitions and of the setting of the first meeting of creditors, pursuant to section 341(a) of the Bankruptcy Code and the Bankruptcy Rules, as determined by Debtors' counsel;
- (b) Prepare and serve required notices in these chapter 11 cases, including:
 - i. a notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. notices of objections to claims (if necessary);
 - iii. notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization; and
 - iv. such other miscellaneous notices as the Debtors, the Clerk, or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- (c) Maintain an official copy of the Debtors' Schedules, listing the Debtors' known creditors and the amounts owed thereto;
- (d) Provide access to the public for examination of copies of the proofs of

¹ Because of the voluminous nature of the unreported orders cited herein, such orders are not annexed to the Application. Copies of these orders are available upon request of Debtors' counsel.

claim or proofs of interest filed in the chapter 11 cases without charge during regular business hours (if necessary);

- (e) Furnish a notice of the last date for the filing of proofs of claim and a form for the filing of proofs of claim, after such notice and form are approved by this Court;
- (f) File with the Clerk an affidavit or certificate of service for each pleading filed which includes a copy of the notice, a list of persons to whom it was mailed (in alphabetical order), and the date mailed, within ten (10) days of service;
- (g) Docket all claims received by the Clerk's office, maintain the official claims registers (the "**Claims Registers**") for each Debtor on behalf of the Clerk, and provide the Clerk with certified duplicate, unofficial Claims Registers on a monthly basis, unless otherwise directed;
- (h) Record all transfers of claims, pursuant to Bankruptcy Rule 3001(e), and provide any notices of such transfers required by Bankruptcy Rule 3001(e);
- (i) Specify, in the applicable Claims Register, the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification(s) of the claim (e.g., secured, unsecured, priority, etc.);
- (j) Relocate, by messenger, all of the actual proofs of claim filed with the Court to KCC, not less than weekly;
- (k) Upon completion of the docketing process for all claims received to date by the Clerk's office for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review;
- (l) Make changes in the Claims Registers pursuant to Court Order;
- (m) Maintain the official mailing list for each Debtor of all entities that have filed proofs of claim, which list shall be available upon request by a party in interest or the Clerk;
- (n) Assist with, among other things, solicitation and calculation of votes and distribution as required in furtherance of confirmation of plan(s) of reorganization;
- (o) Provide such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors;

- (p) Thirty (30) days prior to the close of these chapter 11 cases, an Order dismissing KCC as Noticing and Claims Agent shall be submitted terminating the services upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (q) File with the Court the final version of the Claims Registers immediately before the closing of these chapter 11 cases; and
- (r) At the close of these chapter 11 cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064.

8. In addition to the foregoing, KCC will assist the Debtors with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' Schedules; (c) tracking and administration of claims; and (d) performing other administrative tasks pertaining to the administration of these chapter 11 cases as may be requested by the Debtors or the Clerk's office in accordance with the terms of the KCC Agreement.

Terms of Retention

9. The Debtors propose to retain KCC on the terms and conditions set forth in the KCC Agreement. In accordance with the Protocol for the Employment of Claims Agents, dated May 8, 2006 and last revised January 23, 2008 (the "**Claims Agent Protocol**"), issued by the Clerk, the Debtors selected KCC after the review and competitive comparison of at least three proposals.

10. The Debtors propose that the cost of KCC's services be paid from the Debtors' estates as provided by section 156(c) of the Judicial Code and section 503(b)(1)(A) of the Bankruptcy Code. The Debtors believe that the proposed rates to be charged by KCC are reasonable and appropriate for services of this nature. The Debtors believe KCC's rates are

competitive and reasonable given the quality of KCC's services and KCC's prior bankruptcy expertise. Prior to the Commencement Date, the Debtors paid KCC a retainer of \$50,000.

11. As part of the overall compensation payable to KCC under the terms of the KCC Agreement, the Debtors have agreed to certain indemnification and contribution obligations. The KCC Agreement provides that the Debtors will indemnify and hold harmless KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the KCC Agreement, except in circumstances of gross negligence or willful misconduct. Both the Debtors and KCC believe that such provisions are customary and reasonable for noticing and claims agents in chapter 11 cases.

12. In an effort to reduce the administrative expenses related to KCC's retention, the Debtors request authority to pay KCC's undisputed fees and expenses as an administrative expense of the Debtors' estates in the ordinary course of business, without the filing of formal fee applications, in accordance with the provisions of the KCC Agreement. However, in accordance with the Claims Agent Protocol, KCC will, among other things, (i) maintain records of all services, which will show dates, categories of services, fees charged, and expenses incurred and (ii) serve monthly invoices on the Office of the United States Trustee for the Southern District of New York and any official committee of unsecured creditors appointed in these chapter 11 cases. In addition, KCC will comply with all requests of the Clerk, the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of the Judicial Code, and the Claims Agent Protocol.

13. The fees and expenses of KCC incurred in performance of the above services shall be paid by the Debtors in accordance with the KCC Agreement after the tenth (10th) day after each KCC invoice has been received by the Debtors, unless KCC is advised,

within that ten-day period, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit to KCC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to KCC upon the resolution of the dispute, as mandated by this Court.

Notwithstanding the foregoing, KCC may require prepayment from the Debtors under certain circumstances as set forth in the KCC Agreement.

14. In the event KCC is unable to provide the services set forth in the Application and the KCC Agreement or the KCC Agreement is terminated, KCC will immediately notify the Clerk and the Debtors' attorneys and cause all original proofs of claim and computer information to be turned over to another noticing and claims agent with the advice and consent of the Clerk and the Debtors' attorneys; provided, however, that KCC shall be compensated for such transition services in accordance with the terms of the KCC Agreement.

KCC's Disinterestedness

15. The Debtors have many creditors and, accordingly, KCC may have rendered and may continue to render services to certain of these creditors. KCC has not and will not represent the separate interests of any such creditors in these chapter 11 cases. Additionally, KCC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of KCC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

16. Although the Debtors do not propose to employ KCC under section 327 of the Bankruptcy Code, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Kass Affidavit, KCC has represented that it neither holds nor represents any

interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

17. In connection with its retention as Noticing and Claims Agent, KCC represents, among other things, that:

- (a) KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Noticing and Claims Agent in these chapter 11 cases;
- (b) By accepting employment in these chapter 11 cases, KCC waives any rights to receive compensation from the United States government;
- (c) In its capacity as the Noticing and Claims Agent in these chapter 11 cases, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- (d) KCC will not employ any past or present employees of the Debtors in connection with its work as the Noticing and Claims Agent in these chapter 11 cases.

Basis for Relief

18. Section 156(c) of the Judicial Code, which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than those of the Clerk while administering chapter 11 cases. Specifically, section 156(c) provides:

[a]ny court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estates and are not charged to the United States.

28 U.S.C. § 156(c).

19. Further, Local Bankruptcy Rule 5075-1(a) provides:

The Court may direct . . . the use of agents either on or off the Court's premises to file Court records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges' calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

Local Bankruptcy Rule 5075-1(a).

20. The Debtors believe that the retention of KCC as the Debtors' Noticing and Claims Agent and appointment as the Court's outside agent is in the best interests of the Debtors, their estates, and parties in interest because KCC specializes in providing noticing and claims services at a cost efficient price for chapter 11 cases of this size. The Debtors estimate that they have in excess of 10,000 creditors in addition to the parties in interest in these chapter 11 cases. Noticing, receiving, docketing, and maintaining proofs of claim may be unduly time consuming and burdensome for the Clerk. Further, providing notice to all parties in interest of the ongoing matters in these chapter 11 cases may be similarly time consuming and burdensome.

21. Because the claims-related services are necessary in these chapter 11 cases, the Debtors believe that the employment of KCC for the services set forth above is appropriate and in the best interests of the Debtors' estates. The Debtors therefore request authority to employ and retain KCC on the terms and conditions set forth in the KCC Agreement.

Notice

22. No trustee, examiner, or creditors' committee has been appointed in these chapter 11 cases. The Debtors have served notice of this Application on (a) the Office of the United States Trustee for the Southern District of New York, (b) counsel to the informal group of the Debtors' prepetition junior secured noteholders, (c) U.S. Bank National Association, as

indenture trustee for the Debtors' prepetition junior secured noteholders, (d) Wells Fargo Foothill, Inc., as administrative agent for the Debtors' prepetition senior secured lenders and its counsel, (e) counsel to the proposed debtor in possession lenders, and (f) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis) (collectively, the "**Notice Parties**"). The Debtors submit that no other or further notice need be provided.

23. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of an order, substantially similar to the proposed form of order attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: January 20, 2010
New York, New York

Uno Restaurant Holdings Corporation, (for itself and
on behalf of its affiliated Debtors and Debtors in
Possession)

By: /s/ Louie Psallidas
Louie Psallidas
Chief Financial Officer

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:
In re	:
	:
UNO RESTAURANT HOLDINGS	:
CORPORATION, <i>et al.</i> ,	:
Debtors.	:
	:
-----X	

Chapter 11
Case No. 10-____ ()
(Jointly Administered)

**ORDER PURSUANT TO 28 U.S.C. § 156(c) AND LOCAL
BANKRUPTCY RULE 5075-1(a) FOR ENTRY OF AN
ORDER AUTHORIZING THE DEBTORS TO EMPLOY
AND RETAIN KURTZMAN CARSON CONSULTANTS LLC
AS NOTICING AND CLAIMS AGENT FOR THE DEBTORS**

Upon the application (the “**Application**”)¹ of Uno Restaurant Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, “**Uno**” or the “**Debtors**”), for an order, pursuant to section 156(c) of title 28 of the United States Code (the “**Judicial Code**”) and Local Bankruptcy Rule 5075-(1)(a) of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Bankruptcy Rules**”), authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as the Debtors’ noticing and claims agent in the Debtors’ chapter 11 cases in accordance with the terms and conditions of that certain services agreement, attached to the Application as Exhibit B (the “**KCC Agreement**”), and upon the Kass Affidavit, attached to the Application as Exhibit C; wherein it appears that KCC does not, by reason of any direct or indirect relationship to, connection with or interest in the Debtors, hold or represent any interest adverse to the Debtors, their estates, or any class of creditors or equity interest holders with

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

respect to the matters upon which it is to be engaged, and is not connected with the Debtors, their creditors, other parties in interest, or the U.S. Trustee, with respect to the matters upon which KCC is to be engaged; and it appearing that KCC is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (the “**Hearing**”); and upon the record of the Hearing and all of the proceedings had before the Court; and upon the Psallidas Affidavit; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted as provided herein; and it is further

ORDERED that the Debtors are authorized to retain and employ KCC, effective as of the commencement of these chapter 11 cases, as Noticing and Claims Agent under the KCC Agreement; and it is further

ORDERED that the terms of the KCC Agreement are approved; and it is further

ORDERED that KCC is appointed as the Noticing and Claims Agent to the Debtors and as the custodian of court records and, as such, is designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain an official claims register for each of the Debtors; and it is further

ORDERED that the Debtors and KCC are authorized to take such other action as is reasonably necessary to comply with each of their respective duties set forth in the Application and this Order; and it is further;

ORDERED that KCC shall perform the services set forth in the Application and the KCC Agreement; and it is further

ORDERED that the fees and expenses of KCC incurred in performance of the above services are to be treated as administrative expense claims against the Debtors' estates; and it is further

ORDERED that the Debtors are authorized to pay KCC's undisputed fees and expenses as set forth in the KCC Agreement in the ordinary course of business without the necessity of KCC filing fee applications with this Court (without prejudice to the Debtors' right to dispute any invoices in respect of KCC's fees and expenses); and it is further

ORDERED that the fees and expenses of KCC incurred in performance of the above services shall be paid by the Debtors in accordance with the KCC Agreement after the tenth (10th) day after each KCC invoice has been received by the Debtors, unless KCC is advised, within that ten-day period, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit to KCC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to KCC upon the resolution of the dispute, as mandated by this Court.

Notwithstanding the foregoing, KCC may require prepayment from the Debtors under certain circumstances as set forth in the KCC Agreement; and it is further

ORDERED that, in accordance with the Claims Agent Protocol, KCC shall (i) maintain records of all services, which will show dates, categories of services, fees charged, and expenses incurred and (ii) serve its monthly invoices on the U.S. Trustee and any official committee of unsecured creditors appointed in these chapter 11 cases; and it is further

ORDERED that KCC will comply with all requests of the Clerk, the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of the Judicial Code, and the Claims Agent Protocol; and it is further

ORDERED that, in the event KCC is unable to provide the services set forth in the KCC Agreement and this Order, KCC will immediately notify the Clerk and Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims agent with the advice and consent of the Clerk and Debtors' counsel; and it is further

ORDERED that, if these chapter 11 cases convert to cases under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services until the claims filed in these cases have been completely processed; provided, further, that if claims agent representation is necessary in the converted chapter 7 case, KCC will continue to be paid in accordance with section 156(c) of the Judicial Code under the terms set forth in the KCC Agreement and this Order; and it is further

ORDERED that KCC shall continue to serve as the Debtors' Noticing and Claims Agent and as an agent under section 156(c) of the Judicial Code in these chapter 11 cases until relieved of such duties by order of the Court; provided, however, that KCC may request such

order on expedited notice by filing a request with the Court and serving notice of such request, by overnight mail or facsimile transmission, on counsel for the Debtors, the U.S. Trustee, and counsel to any official committee of unsecured creditors appointed in these chapter 11 cases; and it is further

ORDERED that, notwithstanding the possible applicability of Rules 6004(h), 7062, and 9014 of the Federal Rules of Bankruptcy Procedure or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that notice of the Application as provided therein shall be deemed good and sufficient notice of such Application; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2010
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

KCC Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 10th day of January, 2010, between Uno Restaurants Holdings Corporation (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give sixty (60) days prior written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$50,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this



KCC AGREEMENT FOR SERVICES

Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. KCC shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by KCC, to the extent permitted by applicable law, as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than ten (10) business days' written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133

Uno Restaurants Holdings Corporation
100 Charles Park Rd.
Boston, MA 02132
Attn: Louie Psallidas
Tel: (617) 218-5215
Fax: (617) 218-5375

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired



KCC AGREEMENT FOR SERVICES

thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. ASSIGNMENT

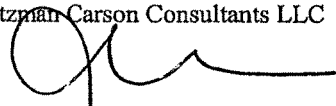
This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVI. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be brought before the United States Bankruptcy Court for the Southern District of New York, where the Chapter 11 Filing has occurred, in the first instance; thereafter the Bankruptcy Court may, in its sole discretion, refer any matter to arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC


BY: JAMES LE DATE: 1/13/10
TITLE: CHIEF OPERATING OFFICER

Uno Restaurants Holdings Corporation



BY: Louie Psallidas DATE: 1-12-10
TITLE: Chief Financial Officer

Exhibit C

Affidavit of Albert Kass

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
	:
In re	:
	:
UNO RESTAURANT HOLDINGS	:
CORPORATION, <i>et al.</i> ,	:
Debtors.	:
	:
-----X	

Chapter 11
Case No. 10-____ ()
(Joint Administration Requested)

AFFIDAVIT OF ALBERT KASS IN
SUPPORT OF THE APPLICATION PURSUANT TO
28 U.S.C. § 156(c) AND LOCAL BANKRUPTCY RULE 5075-1(a)
FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO
EMPLOY AND RETAIN KURTZMAN
CARSON CONSULTANTS LLC AS NOTICING AND CLAIMS AGENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Albert Kass, being duly sworn, deposes and says:

1. I am the Vice President of Restructuring Services of Kurtzman Carson Consultants LLC (“KCC”), which is engaged in chapter 11 administration consulting and analysis. I submit this affidavit in support of the Application Pursuant to 28 U.S.C. § 156(c) and Local Bankruptcy Rule 5075-1(a) for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Noticing and Claims Agent for the Debtors which has been filed contemporaneously herewith (the “**Application**”) in the chapter 11 cases of the above-captioned debtors (collectively, the “**Debtors**”).¹

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

2. The services that KCC proposes to render as Noticing and Claims Agent are set forth in the KCC Agreement and the Application and are incorporated herein by reference.

3. KCC specializes in providing consulting and data processing services to chapter 11 debtors in connection with the distribution of notices of filings and orders, the administration, reconciliation, and negotiation of claims, and the solicitation of votes to accept or reject plans of reorganization. KCC has provided identical or substantially similar services to other chapter 11 debtors in this and other judicial districts, including, among others: In re Extended Stay Inc., et al., Ch. 11 Case No. 09-13764 (JMP) (Bankr. S.D.N.Y. June 16, 2009) [Docket No. 36]; In re Gen. Growth Props., Inc., et al., Ch. 11 Case No. 09-11977 (ALG) (Bankr. S.D.N.Y. Apr. 16, 2009) [Docket No. 36]; In re Tronox Inc., et al., Ch. 11 Case No. 09-10156 (ALG) (Bankr. S.D.N.Y. Jan. 13, 2009) [Docket No. 40]; In re Bally Total Fitness of Greater New York, Inc., Ch. 11 Case No. 08-14818 (BRL) (Bankr. S.D.N.Y. Dec. 9, 2008) [Docket No. 72]; In re T H Agric. & Nutrition, L.L.C., Ch. 11 Case No. 08-14692 (REG) (Bankr. S.D.N.Y. Dec. 1, 2008) [Docket No. 64]; In re BH S&B Holdings, LLC, Ch. 11 Case No. 08-14604 (MG) (Bankr. S.D.N.Y. Nov. 21, 2008) [Docket No. 56]; In re Paper Int'l, Inc., Ch. 11 Case No. 08-13917 (RDD) (Bankr. S.D.N.Y. Oct. 10, 2008) [Docket No. 17]; In re DJK Residential LLC, Ch. 11 Case No. 08-10375 (JMP) (Bankr. S.D.N.Y. Feb. 2, 2008) [Docket No. 58]; In re Worldcom, Inc., Ch. 11 No. 02-13533 (Bankr. S.D.N.Y. July 25, 2002) [Docket No. 102]; In re Enron Corp., Ch. 11 No. 01-16034 (Bankr. S.D.N.Y. Jan. 30, 2002) [Docket No. 1191]. Accordingly, I believe KCC is well qualified to act as the Debtors' Noticing and Claims Agent in these chapter 11 cases.

4. Although the Debtors do not propose to retain KCC under section 327 of the Bankruptcy Code, KCC has conducted a thorough analysis of its contacts with each of the Debtors and the significant potential creditors and parties in interest in these chapter 11 cases. To the best of my knowledge, neither KCC nor any of its personnel have any relationship with the Debtors or any of the significant potential creditors and parties in interest in these chapter 11 cases that would impair KCC's ability to serve as the Noticing and Claims Agent. KCC may have relationships with certain of the Debtors' creditors as vendors or in connection with chapter 11 cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to the services KCC would provide in these chapter 11 cases. In addition, KCC personnel may have relationships with certain of the Debtors' creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC has and will continue to represent clients in matters unrelated to these chapter 11 cases. KCC also has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' chapter 11 cases in matters unrelated to these cases.

5. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders. Administar, a claims and noticing agent, is also an indirect

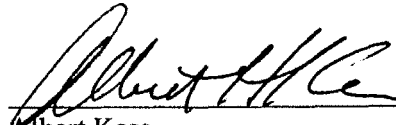
subsidiary of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's restructuring services were consolidated under KCC.

6. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

7. In connection with its retention as Noticing and Claims Agent, KCC represents, among other things, that:

- (a) KCC is not a creditor of the Debtors;
- (b) KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Noticing and Claims Agent in these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, KCC waives any rights to receive compensation from the United States government;
- (d) In its capacity as the Noticing and Claims Agent in these chapter 11 cases, KCC will not be an agent of the United States and will not act on behalf of the United States;
- (e) KCC will not employ any past or present employees of the Debtors in connection with its work as the Noticing and Claims Agent in these chapter 11 cases.
- (f) In its capacity as Noticing and Claims Agent in these chapter 11 cases, KCC will not intentionally misrepresent any fact to any person;
- (g) KCC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers; and
- (h) None of the services provided by KCC as Noticing and Claims Agent shall be at the expense of the Clerk's office.

8. As compensation for its services, KCC will charge the rates set forth in the KCC Agreement that is attached to the Application as Exhibit B. I believe that such compensation is reasonable in light of the services to be performed by KCC as Noticing and Claims Agent. These rates are at least as favorable as those charged by KCC to other chapter 11 debtors for similar services.



Albert Kass

Vice President of Corporate Restructuring Services
Kurtzman Carson Consultants LLC

State of California
County of Los Angeles

Subscribed and sworn to before me on this 19th day of January, 2010, by Albert Kass, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature

Commission # 1866499

My Comm. Expires: 09/27/13

