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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

The franchisor's name is BRG Franchising, Inc , formerly known as Dynaco Franchising, Inc It is a California corporation Its principal business address is 530 E Herndon, Suite 105, Fresno, California 93720, telephone number (559) 485-8520

A sample of the primary business trademark [service mark] that the franchisee will use in its business, consisting of the words "Cool Hand Luke's Steakhouse/Saloon" with the silhouette of a man in a hat with a straw weed in his mouth, between the words "Cool" and "Hand," appears below

The franchised business is a restaurant business serving lunch, dinner and alcoholic beverages during the hours of 11 00 A M to 2 00 A M

The total investment necessary to begin operation of a "Cool Hand Luke's Steakhouse/ Saloon" franchise is between $365,000 00 and $990,750 00 This includes $50,000 00 that must be paid to the franchisor or affiliate

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read this disclosure document and all accompanying agreements carefully You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no governmental agency has verified the information contained in this document**

The terms of your contract will govern your franchise relationship Don't rely on the disclosure document alone to understand your contract Read all of your contract carefully Show your contract and this disclosure document to an advisor, like a lawyer or an accountant

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580 You can also visit the FTC's home page at www ftc gov for additional information Call your state agency or visit your public library for other sources of information on franchising

There may also be laws on franchising in your state Ask your state agencies about them

The issuance date of this disclosure document is _____, 2016

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit I for information about the franchisor, or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FRESNO COUNTY, CALIFORNIA OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We do not use the services of FRANCHISE BROKERS, but we do use the services of one or more referral sources to assist us in selling our franchise The referral sources we use represent us, not you We pay these referral sources a fee for referring you to us You should be sure to do your own investigation of the franchise

Effective Date _____ , 2016

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Exhibits

A	List of Franchisees
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I	State Franchise Administrator

Appendix
Receipt

Item 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

The name of the franchisor is BRG Franchising, Inc , formerly known as Dynaco Franchising, Inc It changed its name by filing a Certificate of Amendment to its Articles of Incorporation with the California Secretary of State on April 3, 2014 Its predecessor is Brooks Restaurant Group, Inc , formerly known as Dynaco, Inc Dynaco, Inc changed its name by filing a Certificate of Amendment to its Articles of Incorporation with the California Secretary of State on April 3, 2014 Dynaco, Inc was formerly known as Perko's Enterprises, Inc To simplify the language in this disclosure document, "BRGF" means BRG Franchising, Inc "You" means the person or the business entity who buys the franchise If you are a partnership, corporation or other business entity, "you" includes your owners

BRGF is a California corporation that was incorporated in August, 1991 BRGF is a wholly owned subsidiary of Brooks Restaurant Group, Inc BRGF does business as "Perko's Cafe," "Perko's Cafe & Grill," "Perko's Family Dining," "Cool Hand Luke's Steakhouse/Saloon," "Cool Hand Luke's Grill," and "Huckleberry's " It does not presently do business under other names Its principal business address is 530 E Herndon, Suite 105, Fresno, California 93720 That is also the address of Brooks Restaurant Group, Inc and BRGF's agent for service of process, R T Brooks

BRGF sells franchises BRGF does not operate restaurants of the type being franchised BRGF does not have other business activities Brooks Restaurant Group, Inc owns and operates restaurants of the type being franchised, but for the purposes of disclosure in this offering circular, BRGF treats those restaurants as though they were company-owned You will conduct a restaurant business possibly serving lunch and dinner, or just dinner, as agreed between you and BRGF, and featuring many kinds of meats The general market is everyone who eats out Business is not seasonal There are no regulations specific to the restaurant industry Competition comes from other food service establishments

BRGF has never operated "Perko's" restaurants or "Cool hand Luke's" restaurants Brooks Restaurant Group, Inc has operated "Perko's" restaurants since September, 1973, and it sold "Perko's" franchises from June, 1977, until October, 1991, when BRGF began selling "Perko's" franchises Brooks Restaurant Group, Inc , has operated "Cool Hand Luke's" restaurants since December, 2004 BRGF began selling "Cool Hand Luke's" franchises in 2005 BRGF has sold over 100 coffee shop franchises Brooks Restaurant Group, Inc owns and operates two "Cool Hand Luke's" restaurants Neither BRGF nor Brooks Restaurant Group, Inc has offered franchises in other lines of business

In April, 2003, a registration became effective allowing Country Waffles, Inc , a former affiliate of BRGF and Brooks Restaurant Group, Inc to sell "Early Dawn Steak House" restaurant franchises, a restaurant concept similar to the "Cool Hand Luke's " restaurant concept Country Waffles, Inc never sold any such franchises, and this registration expired in April, 2004

Item 2

BUSINESS EXPERIENCE

R T Brooks

R T Brooks, who owns 50% of the outstanding stock of Brooks Restaurant Group, Inc , has since 1991 served as an officer and director of BRGF He became its President and Chief Operations Officer in 2003 He is employed by and has been active in the restaurant operations of Brooks Restaurant Group, Inc since 1973, and since July, 2000, has served as Brooks Restaurant Group, Inc 's President and Chief Operations Officer

Deborah J Brooks

Deborah J Brooks is a shareholder of Brooks Restaurant Group, Inc , holding 50% of its outstanding stock She has been involved in the restaurant business since 1994, assisting R T Brooks in the opening of new restaurants Her current duties include franchise development and real estate negotiations, as well as overall administration of Brooks Restaurant Group, Inc and BRGF

Dmitri Istomin

Dmitri Istomin is a director and Chief Financial Officer of Brooks Restaurant Group, Inc and BRGF He consults with the other directors of both corporations regarding accounting and related matters

Item 3

LITIGATION

No litigation is required to be disclosed in this disclosure document

Neither BRGF, nor any person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a, etc , suspending or expelling such person from membership in such association or exchange

Item 4

BANKRUPTCY

During the 10-year period immediately before the date of this disclosure document, Dynaco, Inc , filed as a debtor a petition under the United States Bankruptcy Code Dynaco, Inc ,

is the parent company of BRGF Dynaco, Inc , changed its name to Brooks Restaurant Group, Inc , following the filing

The current name, address, and principal place of business of the debtor is as follows Brooks Restaurant Group, Inc , 530 E Herndon, Suite 105, Fresno, California 93720 This address is both the address and principal place of business of the debtor

The relationship of the debtor to the franchisor is parent-subsidiary

The date of the original filing and the material facts, including the bankruptcy court and case number are as follows The case was filed November 21, 2011, in the U S Bankruptcy Court for the Eastern District of California, as Case No 11-62472-A-11 The debtor sought to reorganize under Chapter 11 of the Bankruptcy Code The filing was brought about by the debtor's failure to abide by certain borrowing covenants in its agreements with WestAmerica Bank, and the Bank's initiating foreclosure proceedings as a result thereof On September 5, 2012, the Bankruptcy Court approved the form of the debtor's Disclosure Statement and Reorganization Plan and ordered the same submitted to creditors for approval The Plan, as amended, was approved by creditors and confirmed by the Court on November 30, 2012 A final decree was entered in the case on August 15, 2013 Since the entry of the final decree, Brooks Restaurant Group, Inc has performed all of its obligations under the Plan, and the plan was completed as of December 31, 2015

Item 5

INITIAL FRANCHISE FEE

You must pay a $50,000 00 franchise fee for each franchised outlet when you sign your franchise agreement Sometimes, this fee is paid in installments or deferred until the franchised restaurant opens, if you need more time to pay it BRGF may refund a portion of the initial franchise fee, after deducting up to $10,000 00 for training and other expenses that BRGF has already incurred, if BRGF and you have not selected a location for your restaurant within one year of signing the franchise agreement BRGF keeps part of the franchise fee, but never more than $10,000, to cover its costs in trying to find a location for you

Item 6

OTHER FEES

Name of Fee	**Amount**	**Due Date**
Royalty [1 3]	Up to 4% of gross volume [2]	Payable monthly on the 15th day of the next month
Administrative contribution	Up to 1% of gross volume [2]	Payable monthly on the 15th

		day of the next month
Transfer fee	$15,000 00	Payable before certain transfers

[1] All fees are imposed by and payable to BRGF All fees are non-refundable

[2] "Gross volume" means all revenue from the restaurant, except sales tax BRGF may reduce the royalty if you buy enough from BRGF's designated purveyors or if you maintain your restaurant in compliance with the Franchise Agreement and it may reduce or waive the royalty and the administration contribution when you suffer financial hardship

[3] These fees are payable only to BRGF and are not refundable Administrative contributions are used by BRGF to pay administrative expenses and to promote its trade name

Item 7

YOUR ESTIMATED INITIAL INVESTMENT

Item	**Amount**	**Method of Payment**	**When Due**	**To Whom Payable**
Initial franchise fee	$50,000 [4]	Lump sum	At signing of franchise agrmt	BRGF
Training and living expenses	$15,000 - $25,000	As incurred	During training	Hotels, etc
Advance rent	$15,000 - $18,750 [5]	Lump sum	Before opening	Landlord or BRGF
Excess construction costs & Tenant Improvement	$75,000 - $225,000	Lump sum or amortized over lease term	Before opening or over term of lease	Landlord or BRGF
Equipment	$75,000 - $500,000 [6]	Lump sum or financed	Before opening or over term of financing	Designated Vendors
Liquor license	$12,000 or market value	Lump sum	Before opening	Transferring licensee or state agency
Misc Costs	$3,000 - $5,000[7]	Lump sum	As incurred	Suppliers, Etc

Opening inventory	$40,000 - $50,000[8]	Lump sum	COD or 30 days after delivery	Designated Vendors
Additional Funds for 3 months operations	$50,000- $75,000 [9]	Lump Sum	COD or 30 days after delivery	Designated Vendors
Architectural plans	Up to $30,000	Lump Sum	COD or 30 day terms	To Be Determined
Total	$365,000 - $990,750			

[4] See Item 5 for the conditions when this fee is partly refundable BRGF does not finance any fee

[5] If you lease your restaurant directly from a landlord, you will probably have to pay the rent for the first month and a one month security deposit about 90 days before you take possession You will pay this money to BRGF, if you sublease your restaurant from BRGF If you pay a landlord, this amount will be refundable if your lease says so If you pay BRGF, this amount is fully refundable if you and BRGF cancel the sublease before you take possession Otherwise, the rent for the first month is not refundable, and the security deposit is refundable at the end of the sublease, if you have paid all the rent due Typical locations are commercial areas with residential areas close by The typical restaurant has 6,000 - 8,000 square feet Fixed rent is estimated between $180,000 - $225,000 per year, depending on factors such as size, condition and location of the leased premises

[6] Equipment, including signs, costs between $75,000 - $500,000 BRGF will give you a complete description of all necessary equipment and a list of Designated Purveyors You must buy your equipment from a Designated Purveyor, but you may designate a vendor and if this vendor qualifies as a Designated Purveyor by BRGF, you may purchase your equipment from that Designated Purveyor Many banks will lend up to 80% of the cost of new restaurant equipment, repayable over 5 years with interest at between 10-15% per annum Most vendors require a 20% down payment with the order and the balance at the time of delivery, which is usually during the 60 days before the restaurant opens If you finance 80% of your equipment, your monthly payment will be between $4,500 - 5,400, but may be higher, depending on the rate of interest charged Money paid to an equipment vendor is not refundable, unless your contract with the vendor says so If your restaurant location is already equipped, than your equipment costs will be significantly reduced

[7] Miscellaneous costs include business license, sales tax permit, utility deposits, cost of insurance binders, sales tax bond, fictitious name statement filing and publication, building plans, etc These costs are not refundable

[8] BRGF will give you a list of Designated Purveyors You must purchase your food, beverage and supply items used in your restaurant from a Designated Purveyor, but you may designate a vendor, and if this vendor qualifies as a designated Purveyor by BRGF, you may purchase your food, beverage and supply items from that Designated Purveyor Some vendors will only sell COD to new businesses Most will allow 30 days from delivery for payment Money paid to food and supply vendors is usually not refundable

[9] When your restaurant opens, you will receive revenue from sales Since, in most cases, you will have 30 days to pay for your inventory, you can pay your operating expenses from your sales But if your business opens slowly, you may have to invest an additional $50,000 - $75,000 for payroll, taxes, advertising, insurance and other operating costs What you pay for these operating costs is not refundable BRGF estimates these amounts and cannot guarantee that you will not have additional expenses starting the business Your expenses will depend on factors such as how much you follow BRGF's methods and procedures, your management skill, experience and business acumen, local economic conditions, competition, and the sales level reached during the initial period

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

When you sign your Franchise Agreement, BRGF will give you a list of Designated Purveyors from whom you must purchase all of your restaurant equipment, food, beverage and supply items used in the operation and maintenance of your restaurant BRGF will periodically update its list of Designated Purveyors and furnish you updated lists, not less frequently than every six months Brook's Restaurant Group, Inc , makes proprietary meat products which are distributed by a Designated Purveyor Brook's Restaurant Group, Inc , does not have an ownership interest in the Designated Purveyor Brook's Restaurant Group, Inc , received revenues from these sales for the year ending June 30, 2016 in the amount of $1,856,348 (See Exhibit "E" at p 4) BRGF will have no financial interest or ownership interest in any Designated Purveyor, nor shall it receive any secret or undisclosed rebates or other consideration from any Designated Purveyor, except for promotional allowances If you give BRGF notice sufficiently in advance to permit vendor and specification verification and testing, that you wish to purchase equipment, food, beverage or supplies from reputable, dependable sources other than BRGF's Designated Purveyors, BRGF will not unreasonably withhold the prompt approval of such vendor as a Designated Purveyor from whom you may purchase goods, provided the goods conform to the appearance, quality, size or portion, and where applicable, taste, and uniformity standards and other of BRGF's specifications BRGF may require that samples from alternative vendors be delivered to it or to an independent testing laboratory designated by BRGF for testing before approval and use You may have to pay a charge not to exceed the actual cost of the test, incurred to test the products of any vendor you wish to have approved as a Designated Purveyor

We and our affiliates participate in a marketing program sponsored by The Coca-Cola

Company or its affiliates You must participate in the program and purchase Coca-Cola post-mix soft drink products and certain other beverages and products, such as Minute Maid Juice and Gold Coast Coffee and Tea for use at your location You may purchase these products from JD Food Coca-Cola Fountain or its affiliates currently pays us or our affiliates amounts based on purchases by each franchisee We may use these funds to develop and implement marketing and promotional activities designed to benefit the entire system of Cool Hand Luke's, and to increase the sale of Coca-Cola products at all stores These funds will not reduce the payments you must make to us as fee payments under the Franchise Agreement

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your main obligations under the Franchise Agreement and will help you find more information about them in the Franchise Agreement and in this disclosure document

Obligation	**Section in Franchise Agreement**	**Item in Disclosure Document**
Site selection & lease acquisition	2(E), 8(A)(8)	Items 7, 11
Pre-opening purchases and leases	8(A)(11)-(13)	Items 7, 11
Site development & other requirements	None	None
Initial & ongoing training	8(A)(14)	Item 11
Opening	8(A)(6)	Item 11
Fees	3(A),(B),(E),(F)	Items 5, 6
Compliance with standards, policies and manuals	6(A)-(D), 8(A)(9)	Items 8, 11
Trademarks & proprietary matters	1(C), 2(D), 8(A)(1)	Item 13
Restrictions on products and services	6(D)(E), 8(A)(2)-(3)	Items 8, 16
Warranty & customer service	6(A), (C)	None
Territorial development & sales quotas	None	None

Obligation	Section in Franchise Agreement	Item in Disclosure Document
Ongoing product & service purchases	6(E)	Items 8, 16
Maintenance, appearance & remodeling requirements	6(A)-(C)	None
Insurance	3(D), 4(B)	None
Advertising	8(A)(7)	None
Indemnification	1(E), 4(A)	None
Owner's participation in management & staffing	8(A)(6)	Item 15
Records & reports	3(B)(~~3~~)(4), 5(A),(B)	None
Inspections & audits	5(B)	None
Transfer	11	Item 17
Renewal	None	None
Post-termination obligations	10(C), (D), 11	None
Non-competition	2(D)	Item 12
Dispute resolution	12(D)	None
Participation in gift card program	8(A)(15)	None
Restrictions on electronic communications	8(A)(16)	None
Other [describe]	None	None

Item 10

FINANCING

BRGF does not offer direct or indirect financing BRGF does not guarantee your note, lease or obligation to any third party

Item 11

FRANCHISOR'S OBLIGATIONS

Except as disclosed below, BRGF need not provide any assistance to you

Before you open your business, BRGF will

1 Help you find a restaurant location and obtain a lease or sublease for it The location must be acceptable to you and BRGF The factors BRGF considers in selecting or approving locations are the general location and neighborhood, traffic patterns, parking, competition in the area, building size, and lease terms BRGF does not own any locations If you cannot negotiate a lease yourself, because, for example, you don't have sufficient assets to satisfy the landlord's requirements, BRGF may lease the site and sublease it to you [Franchise Agreement - § 7(A)(1)-(2)]

2 If you and BRGF don't agree on a location within one year after you sign the Franchise Agreement, you may cancel the agreement and get back your initial franchise fee, less no more than $10,000 00 to cover BRGF's costs in trying to find an acceptable location [Franchise Agreement - § 2(E)]

3 Once a location is found, you and BRGF will agree on your exclusive territory [Franchise Agreement - § 2(C)-(E)]

4 BRGF will provide you a building plan for the restaurant, a list of required equipment you will need, names of Approved Purveyors who sell this equipment and advice about financing the equipment, if you don't intend to pay all cash [Franchise Agreement - § 7(A)(3)-(4) & (6)] BRGF will also supervise the installation of your equipment [Franchise Agreement - § 7(A)(5)] You will reimburse BRGF for the cost of the building plan

5 BRGF will advise you of products you must sell and use and the Approved Purveyors of same [Franchise Agreement - § 6(D) & 7(B)(1)-(4)]

6 The typical length of time between the signing of the Franchise Agreement and the opening of your business is between three to fifteen months, depending on when the location is agreed to and whether the restaurant building is already built The typical length of time to negotiate a lease or sublease, get governmental approval for a restaurant building, and have it built is twelve months The factors that affect this time are the ability to obtain a lease or sublease, financing arrangements, getting a building permit, complying with zoning and local ordinances, weather conditions, material shortages, and delay in installation of equipment, fixtures and signs

After you open your business, BRGF will

7 Supervise your opening, provide you a representative for consultation whenever you want, and prevent others from unlawfully using the "Cool Hand Luke's" trade name [Franchise Agreement - § 7(B)(5)-(7)]

8 Advise you periodically of the food products and supplies you must use in your business [Franchise Agreement -§ 6(B)]

BRGF does not have to spend any money on advertising in your area

You are required to have a restaurant point of sale (POS) system or a computerized sales recording system BRGF is not obligated to help you in obtaining these items, but, they must be purchased from BRGF's Designated Purveyor

The royalty and administrative contribution you must pay to BRGF are described in Item 6 of this disclosure document

For at least six weeks, and for at least eight hours per day, five days per week, you or any approved manager must participate in on-the-job training at a "Cool Hand Luke's" restaurant, which training must be completed at least ninety days before you open your restaurant BRGF does not provide any classroom type training If there is more than one training site available, BRGF will pick the site most convenient to you You may have someone else take the training, if you have signed a one year employment agreement with that person You will not be paid for the training, and you will have to pay your own travel and living expenses during training [Franchise Agreement - § 8(A)(14)]

You will be trained by a qualified unit manager, steakhouse restaurant manager or designated franchisee, who must have at least six months experience in running a steakhouse restaurant Your training will be supervised by R T Brooks, who has more than thirty years' experience in the steakhouse restaurant business Training is mandatory and must be completed to BRGF's satisfaction Training consists of

Subject	**Instruction Material**	**Hours of OJT**
Opening & closing procedures	Manual, products, equipment	10 hours
Food handling, storage & cooking procedures	Manual, products, equipment	60 hours
Produce, dairy & bakery purchasing, handling & serving procedures	Manual, products, equipment	10 hours
Food preparation & presentation	Manual, products, equipment	60 hours

How & when to order food products & supplies	Manual, order guide	10 hours
Customer relations	Manual	10 hours
Employee relations	Manual, labor laws & pamphlets	10 hours
Premises security & money handling	Manual, equipment	10 hours
Kitchen equipment use, maintenance & repair	Manual, brochures, equipment	10 hours
Health Dept requirements	Manual, regulations	8 hours
Efficient use of utilities	Manual, utility companies' materials	8 hours
Maintenance of dining rooms, restrooms	Manual, supplies, equipment	8 hours
Checking out, banking, accounting	Manual, forms, bank materials	8 hours
Safety	Manual, regulations, insurance materials	10 hours

No additional training is required, but you may take more training at any time

The following is the table of contents of BRGF's training manual

"COOL HAND LUKE'S" MANAGER
FRANCHISEE TRAINING MANUAL

§1 Tour franchisor's facilities and office
§2 Orientation - receipt of manuals, including cook, server, task guide, recipes & hostess/host
§ 3 Dish room operations
§ 4 Food preparation
§ 5 Food production
§ 6 Food service
§ 7 Administration matters - opening and closing procedures, ordering goods, customer relations, employee relations, handling money, advertising, safety, utilities
§ 8 Restaurant equipment - use, care and maintenance
§ 9 Cleaning the restaurant

§10 Tests

Item 12

TERRITORY

You will receive an exclusive territory in which only you may use the "Cool Hand Luke's" trade name and service mark This territory will either be described on a map attached to your Franchise Agreement or will be a circular area around your restaurant location as specified in your Franchise Agreement The size of your territory will depend on the general location of your restaurant Typically, in a densely populated area [commercial, with adjacent residential] the airline radius of your circle of territorial protection will be five miles You do not have to achieve any sales goals or meet other criteria to keep your exclusive territory

BRGF sells "Perko's Cafe & Grill" franchises "Perko's" is a coffee shop restaurant serving breakfast, lunch and dinner These restaurants compete with "Cool Hand Luke's" restaurants BRGF may sell franchises for "Perko's Cafè & Grill" restaurants within your territory, but not within a two mile airline radius around your BRGF sells "Huckleberry's" franchises "Huckleberry's" is a coffee shop restaurant serving breakfast and lunch These restaurants compete with "Cool Hand Luke's" restaurants BRGF may sell franchises for "Huckleberry's" restaurants within your territory, but not within a two mile airline radius around your restaurant

Item 13

TRADEMARKS

BRGF grants you the right to operate a restaurant under the name "Cool Hand Luke's Steakhouse/Saloon" or "Cool Hand Luke's Grill " Brooks Restaurant Group, Inc has registered the name "Cool Hand Luke's Steakhouse/Saloon," with the silhouette of a man in a hat with a straw weed in his mouth, as a service mark with the California Secretary of State, Service Mark Registration No 060029, with a term extending to December 15, 2019 Brooks Restaurant Group, Inc has agreed to allow BRGF to use and franchise its trade names and service mark No one else may use these trade names and service mark without the permission of Brooks Restaurant Group, Inc and BRGF Brooks Restaurant Group, Inc and BRGF have used the "Cool Hand Luke's Steakhouse/Saloon" name and service mark since September, 2004, and they have used the name "Cool Hand Luke's Grill" since September 2010 Brooks Restaurant Group, Inc and BRGF claim proprietary rights based on this use However, neither claims proprietary rights to the words "Cool," "Hand," "Luke's," "Steakhouse," "Saloon," or "Grill," separately, and others are using those words in various combinations

Under your Franchise Agreement [§ 7(B)(7)], BRGF must protect your right to use the trade names "Cool Hand Luke's Steakhouse/Saloon" and "Cool Hand Luke's Grill," and the related service mark as described above, and BRGF must protect and indemnify you from the unauthorized use of those trade names and service mark by anyone else BRGF has the right to control proceedings and litigation involving trade name and service mark infringements

Except as indicated above, BRGF has no knowledge of superior rights to or infringing uses of the trade names "Cool Hand Luke's Steakhouse/Saloon" and "Cool Hand Luke's Grill," and the related service mark that could materially affect your use of that trade name and service mark

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement specifically requires you and/or your designated manager to participate personally in the management and operation of the "Cool Hand Luke's" restaurant by devoting your full time, energy and best efforts Based on our years of experience, we believe your substantial attention to the daily operation of the restaurant is an important element for the operation of your "Cool Hand Luke's" restaurant Your on-premises supervision of your employees and business activities is a mainstay of our franchise system Your restaurant must be directly managed by a designated individual who has successfully completed our training program Your designated initial manager is required to satisfactorily complete our training program Your designated manager is not required to have an equity interest in your business

At our request, you, or if you are an entity, your entity owners and managers, must sign our Confidentiality Agreement attached to the Franchise Agreement In part, the Confidentiality Agreement prohibits you from reproducing or distributing our confidential information and it requires you to maintain at least the same level of security for our confidential information as you maintain for your own The Confidentiality Agreement will remain in force for the lesser of five (5) years or the longest time permitted by applicable law Confidential information about our food and beverage recipes, lists of ingredients and preparation and serving instructions will remain secret and confidential forever Individuals who are managers or have access to our confidential information must also sign a Confidentiality Agreement Those managers and employees will be required to acknowledge that the confidential information remains our property and that the confidential information may only be uses to further your business activities as a Franchisee

Item 16

RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You must serve the food items on BRGF's prescribed menus BRGF also controls the quality of graded products you use and sell, as disclosed in Item 8 of this disclosure document

Item 17

RENEWAL, TERMINATION, TRANSFER
AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise Agreement You should read these provisions in the Franchise Agreement attached to this offering circular

Provision	**Section in Franchise Agreement**	**Summary**
Term of the franchise	2(A)	Equal to the term of your lease or sublease
Renewal or extension of term	None	
Requirements for you to renew or extend	None	
Termination by you	10(D)	You may terminate, but this give BRGF the right to buy your business
Termination by BRGF without cause	None	
Termination by BRGF with cause	10(B)	BRGF may terminate only if you default and fail to cure

Provision	**Section in Franchise Agreement**	**Summary**
"Cause" defined and defaults which can be cured	10(A)-(B)	You have 3 days after notice to cure defaults which can be cured under your Franchise Agreement, lease or sublease
"Cause" defined and defaults	None	

which cannot be cured		
Your obligations on termination or non-renewal	11(C)-(D)	You must pay BRGF any amounts then due, you must sell your business to BRGF, if BRGF elects to purchase it, and you must stop all uses of BRGF's trade name and service mark
Assignment by BRGF	None	
"Transfer" by you, defined	11	"Transfer" includes voluntary and involuntary transfers and change in control of an entity franchisee
BRGF's approval of transfers by you	11(E)	BRGF must approve any transfer, but cannot unreasonably withhold consent
Conditions for BRGF's approval of transfer	11(E)	Transferee must be adequately trained and if by BRGF, at your expense
BRGF's right of first refusal to acquire your business	None	
Provision	**Section in Franchise Agreement**	**Summary**
BRGF's option to purchase your business	10(D)	BRGF may purchase your business without payment for good will if you cancel the Franchise Agreement
Your death or disability	11(D),(E)	
Non-competition covenants during term of franchise	None	
Non-competition covenants after term of franchise	None	
Modification of Franchise Agreement	12(C)	Requires written consent of both parties
		Only the terms of the

Integration/merger clause	12(C)	Franchise Agreement are binding, subject to state laws, any other promises may not be enforceable
Dispute resolution by arbitration or mediation	None	
Choice of forum	12(D)	Litigation must be in Fresno County, California
Choice of laws	12(D)	California law governs

California Business and Professions Code §§ 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control

Item 18

PUBLIC FIGURES

BRGF does not use any public figure to promote its franchise

Item 19

EARNINGS CLAIMS

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

BRGF does not make any representations about a franchise's future financial performance or the past performance of company-owned or franchised outlets BRGF also does not authorize its employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Deborah Brooks, 530 E Herndon, Suite 105, Fresno, California 93720, telephone number (559) 485-3704, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 20

LIST OF OUTLETS

System Wide Outlet Summary[10]
For Years 2014-2016

Outlet Type	Year	Outlets at Start Of Year	Outlets at End of Year	Net Change
Franchised	2014	5	5	0
	2015	5	5	0
	2016	5	5	0
Company Owned	2014	1	1	0
	2015	1	1	0
	2016	1	1	0
Total Outlets	2014	6	6	0
	2015	6	6	0
	2016	6	6	0

Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Years 2014-2016

State	Year	Total Number of Transfers
Franchised	2014	0
	2015	0
	2016	1
Total Outlets	2014	0
	2015	0
	2016	1

10 All Numbers in Item 20 are as of June 30 of Each Year

Status of Franchise Outlets

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased for other reasons	Outlets at End of Year
CA	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
Totals	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6

Status of Company Owned Outlets

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
CA	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Totals	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1

Projected Openings

State	Franchise Agreement Signed But Store Not Opened	Projected Franchise Stores in Next Fiscal Year	Projected Company Owned Openings – Next Fiscal Year
California	0	0	0
Totals	0	0	0

The attached Exhibit A shows the names, addresses and telephone numbers of all "Cool Hand Luke's" franchisees

Item 21

FINANCIAL STATEMENTS

Exhibit	Description
B	BRG Franchising, Inc at 6/30/15 [audited],
C	BRG Franchising, Inc at 6/30/14 [audited],
D	Dynaco Franchising, Inc at 6/30/13 [audited],
E	Brooks Restaurant Group, Inc , and Subsidiary at 6/30/15 [compiled],
F	Brooks Restaurant Group, Inc , and Subsidiary at 6/30/14 [compiled],
G	Dynaco, Inc Consolidated at 6/30/13 [compiled]

Item 22

CONTRACTS

A copy of the Franchise Agreement for use in California is attached as Exhibit H BRGF does not propose to use any other contracts or agreements, lease agreements, options or purchase agreements

Item 23

RECEIPT

Following the exhibits described above is a detachable document acknowledging receipt of a copy of this offering circular by you

LIST OF COOL HAND LUKE'S STEAKHOUSE/SALOON
FRANCHISEES AS OF JUNE 30, 2016

Name	Address	Telephone No
Cool Hand Luke's No 301 Luke's Steakhouse, Inc	1321 S Nicholson Ave Santa Maria, CA 93454	(805) 928-6196
Cool Hand Luke's No 302 Steakout L P	1470 Cherry Court Tulare, California 93274	(559) 686-0825
Cool Hand Luke's No 305 Steakholders, LP	1111 Riverside Ave, # 200 Paso Robles, California 93446	(805) 226-2770
Cool Hand Luke's No 314 Dadee O's, Inc	1830 W Cleveland Ave Madera, California 93637	(559) 352-8319
Cool Hand Luke's No 320 TMP Restaurant, Inc	2505 Patterson Road Riverbank, California 95367	(209) 869-4686
Cool Hand Luke's No 335 Mandalynn Ventures, LLC	3050 No Tegner Rd Turlock, California 95380	(209) 668-0700
Cool Hand Luke's Villacana, Inc	1669 Colusa Ave Yuba City, CA 95991	(530) 822-9900
Cool Hand Luke's BRG, Inc	955 Shaw Ave Clovis, CA 93612	(559) 297-7345

EXHIBIT A

EXHIBIT H

COOL HAND LUKE'S
FRANCHISE AGREEMENT

In consideration of the mutual promises of the parties and other valuable consideration, it is agreed by and between BRG FRANCHISING, INC , a California corporation (hereinafter called the "Franchisor"), and _____
(hereinafter called the "Franchisee"), as follows

1 SCOPE AND PURPOSE OF THE AGREEMENT

(A) The Franchisee desires to own and operate a "Cool Hand Luke's" restaurant at a location to be presently or hereafter selected by mutual agreement of the parties (said restaurant to be a facility comprised of a restaurant building or premises within a shopping center building and related fixtures and equipment and referred to herein sometimes as the "Restaurant") The parties desire to have the Restaurant operate as a "Cool Hand Luke's" restaurant utilizing the "Cool Hand Luke's" menu, trade name and service mark

(B) The Franchisor grants to the Franchisee for the term of this Agreement the right to use the "Cool Hand Luke's Grill"/ "Cool Hand Luke's Steakhouse/Saloon" trade name [**Strike out the name not to be used**] and service mark at the Restaurant, and the Franchisor further authorizes the Franchisee to use, during the term hereof, that trade name and service mark in the format (e g , letter style and colors) designated by the Franchisor, along with the Franchisor's theme, music selection, recipes, methods of food preparation, decoration and service at the Restaurant, subject to the terms and conditions as contained in this Agreement

(C) The Franchisee agrees that this Agreement confers upon the Franchisee no proprietary right, title or interest in the trade name and service mark, but only the right to use the same during the term of this Agreement

(D) The Franchisee is not for any purpose an employee or agent of the Franchisor All of the personnel employed by the Franchisee at the Restaurant are employees or agents of the Franchisee, and not of the Franchisor The Franchisee does not have the authority to sign contracts, notes or obligations, to make purchases, or to acquire or dispose of property on behalf of the Franchisor The Franchisee will have the sole responsibility for the hiring, day-to-day management, evaluation, discipline, and termination of the Franchisee's employees

(E) The Franchisee agrees to defend and indemnify the Franchisor, its parent and its affiliates against, and hold them harmless from any contractual, tortuous or other claim, obligation or liability of any and every kind whatsoever, asserted against or imposed on the Franchisor, its parent and its affiliates, as a consequence of the operation of the Restaurant or the Franchisee's failure for any reason to fully inform any third person of the Franchisee's lack of authority to bind the Franchisor, its parent and its affiliates

(F) The Franchisee agrees that the Franchisor has established a method and system (the "System") for the development and operation of "Cool Hand Luke's," which includes, without limitation the service mark "Cool Hand Luke's Steakhouse/Saloon" and all related names, trademarks, service marks, logos, copyrights and associated goodwill (the "Proprietary Marks"), distinctive themes, including music selected, building designs, decor, color schemes and trade dress and signing, an operating manual incorporating required standards, procedures, policies and techniques, secret food formulae, and advertising, marketing and promotional programs, and Franchisee agrees that he shall be bound to comply with the continued use all of the above set forth items

(G) Without the prior consent of the Franchisor, the Franchisee shall not deviate from the "Cool Hand Luke's" concept, theme as described in the Compliance Manual provided to Franchisee, designated theme music and other specifications as set forth in the Compliance Manual In the event the Franchisor updates or changes the Compliance Manual, Franchisee agrees to bring himself into compliance with all such changes within a reasonable time, not to exceed 120 days

2 TERM, LOCATION AND TERRITORY

(A) The term of this Agreement shall be fifteen (15) years, but shall be automatically extended or shortened to coincide with the term of the lease or sublease under which the Franchisee obtains the right to occupy the Restaurant, including any additional time provided by lease or sublease options which are exercised, so that this Agreement and the Franchisee's right to occupy the Restaurant shall end at the same time However, the term of this Agreement and the obligation of the Franchisee to perform hereunder is not contingent upon the continued existence of the lease or sublease under which the Franchisee occupies the Restaurant, and a termination of such lease or sublease by the voluntary act of the Franchisee or by reason of the default of the Franchisee shall be a breach of this Agreement, entitling the Franchisor to all of the described in Section 10 of this Agreement The term of this Agreement shall commence on the date of execution hereof, and it shall be automatically extended for a period of time equal to the lapse of time between the execution hereof and the first day that the Franchisee is open for business at the Restaurant

(B) This Agreement shall be performed by the Franchisee at a location known as

_____

(C) The foregoing location is situated in a territory described (i) on the map attached hereto and incorporated herein/ (ii) as follows (strike out inapplicable language)

_____

_____

(D) Without the prior written consent of the Franchisee, the Franchisor shall neither itself use, nor shall it license the "Cool Hand Luke's " trade name and service mark to any other person, partnership, corporation or other entity for use in the territory described in paragraph (C) of

this Section 2 while this Agreement remains in force Furthermore, without the prior written consent of the Franchisee, the Franchisor shall neither itself use, nor shall it license any of its other trade names and services marks to any other person, partnership, corporation or other entity for use within an area having the Restaurant as its center and having a two mile airline radius

(E) (Strike out if not applicable) As of the date hereof the parties have not selected either a location or a territory wherein the Restaurant is to be situated Such fact shall in no way invalidate this Agreement The parties with due diligence and using their best efforts shall to select an agreeable location and territory, and upon such selection the information pertaining to the same shall be inserted in paragraphs (B) and (C) above If no location has been selected within twelve (12) months following the Franchisee's execution hereof, then, upon written demand from the Franchisee, the Franchisor shall refund to the Franchisee all but up to Ten Thousand Dollars ($10,000 00) of the initial franchise fee Up to $10,000 may be retained by the Franchisor in payment for services rendered, and this Agreement shall be of no further force and effect

3 INITIAL PAYMENT, FEES AND OTHER CHARGES

(A) The Franchisee shall pay to the Franchisor in addition to any other payment required by this Agreement an initial franchise fee of_____, payable

_____

_____

(B) Beginning with the first day upon which the Franchisee does business at the Restaurant and during the term of this Agreement, the Franchisee shall pay to the Franchisor a continuing royalty of up to (4%) percent of his gross volume The Franchisor reserves the right, in its sole discretion, to suspend, waive, defer or modify the continuing royalty provided for herein, but in no event shall it ever exceed four (4%) percent of monthly gross volume

(1) If Franchisee maintains the operations of the Restaurant in compliance with all of the requirements of this Agreement, the royalty for each full or partial month of such compliance shall be reduced by one-half of one percent (1%) of gross volume for that month Should the Franchisor determine that the Franchisee is not in compliance with any provision of this Agreement, the Franchisor shall give ten (10) days' notice of non-compliance Should Franchisee not take full remedial action within that ten (10) days, the reduction provided for herein shall not apply

(2) Payment of the royalty described above shall be made to the Franchisor at its address set forth in Section 12 monthly in arrears for each month or fractional month, to be delivered or mailed by Franchisee so that it is received by the Franchisor not later than the 15th day of the month following the month for which the royalty applies

(3) The term "gross volume" includes all sources of revenue derived by the Franchisee hereunder, except sales tax

(4) Before the fifteenth (15th) day of each month, the Franchisee shall prepare and forward to the Franchisor a record of gross volume, including sales tax, for the preceding month, or fractional part thereof

(5) Delinquent royalties shall bear interest at the highest legal rate of interest

(C) The Franchisee shall pay all use, business, personal property, sales, transfer and other taxes relating to or arising from the existence or operation of the franchised business, including real property taxes, if required to do so by the lease or sublease for the Restaurant

(D) The Franchisee shall pay when due the premiums and any increases thereof for the insurance described in Section 4

(E) During the term of this Agreement, the Franchisee shall pay to the Franchisor, in addition to all the amounts heretofore specified in this Section 3, an administrative contribution not exceed one per cent (1%) percent of the Franchisee's gross volume Administrative contributions shall be used by the Franchisor to defray administrative expenses incurred directly and indirectly by the Franchisor in the performance of its obligations hereunder, to advertise and promote the trade name "Cool Hand Luke's" and to defray the cost of any program, device or thing determined by the Franchisor to be helpful in creating greater sales, more efficient operations or better quality, control and service in "Cool Hand Luke's" restaurants The time and manner of payment of the administration contribution herein specified shall be the same as described in Paragraph (B)(2) of this Section 3 The amount of the contribution, subject to the limitations set forth above, shall be as is from time to time specified by the Franchisor The Franchisor may charge different Franchisees different amounts, and no Franchisee shall have any right to limit his contribution by reason of different charges to other Franchisees The Franchisor shall be under no obligation to match franchisee administrative contributions with its own revenues because of benefits conferred on the Franchisor by reason of the receipt and expenditure of said monies The Franchisor reserves the right, in its sole discretion, to suspend, defer or waive the administrative contributions provided for herein

(F) The Franchisee acknowledges that late and non-payment of monies due and late and failure to furnish the Franchisor any report due from the Franchisee will cause the Franchisor to incur costs not contemplated by this Agreement, the exact amount of which are extremely difficult to ascertain Accordingly, if any payment or report is not received when due or within five (5) days after written notice of default from the Franchisor, then the Franchisee shall pay to the Franchisor a late charge of $100 00 for each late or non-payment of money and for each late or non-submission of a report The parties agree that this late charge represents a fair and reasonable estimate of the costs that the Franchisor will incur by reason of such a default Acceptance of a late charge without the curing of the default as to which it relates shall not constitute a waiver of the Franchisee's default or prevent the Franchisor from exercising any of its other rights and remedies contained in this Agreement

(G) Pre-Authorized Bank Transfers The Franchisee will, from time to time during the term of this Agreement, execute such documents as the Franchisor may request to provide Franchisee's unconditional and irrevocable authority and direction to its bank or financial institution to transfer directly to the bank account of Franchisor or its parent or affiliates, and to charge the bank account of the Franchisee, all amounts payable by the Franchisee to Franchisor or to its parent or affiliates pursuant to this Agreement The transfer authorizations will be in the form prescribed by the Franchisor's bank Transfers will be on or after the due dates of the items as to which transfers are made, at the discretion of the Franchisor The Franchisee's authorizations will permit the Franchisor to designate the amounts to be transferred from the Franchisee's account, and to adjust such amounts from time to time If the Franchisee fails at any time to provide the monthly reports required under this Agreement, then the Franchisor shall have the right, in its sole discretion, to estimate the amounts due and payable to the Franchisor, and to transfer such estimated amounts from the Franchisee's bank account to the Franchisor's bank account The Franchisee shall at all times maintain a balance in its account at its bank or financial institution sufficient to allow the appropriate amounts to be transferred from the Franchisee's account for payment of all amounts payable by Franchisee pursuant to this Agreement

4 RESPONSIBILITY FOR DAMAGE OR DESTRUCTION OF RESTAURANT, PERSONAL DAMAGE, MANDATORY INSURANCE

(A) During the term hereof the Franchisee shall defend, indemnify and hold harmless the Franchisor, its parent and its affiliates of and from all claims, demands and suits for loss, damages or injury arising out of, without limitation, vandalism, negligence, wind, weather, water, fire, flood, earthquake or natural and man-made disaster, theft or accident, and any other activity directly or indirectly related to the operation or existence of the Restaurant business

(B) At all times during the term hereof the Franchisee shall maintain at his expense insurance against the risks specified above in Paragraph (A) of this Section 4 with accredited carriers having ratings satisfactory to the Franchisor The Franchisee's public liability policy, which must include products liability and liquor liability coverage, shall have limits of not less than $2,000,000 00 combined single limit The Franchisee's property damage insurance must have a limit of not less than $500,000 00 All policies shall name both the Franchisor, its parent and the Franchisee as the insured parties The Franchisee shall furnish the Franchisor annually or upon request written evidence of the existence of the policies of insurance required by this section

5 RECORD KEEPING, ACCOUNTING AND BUSINESS REPORTING

(A) The Franchisee shall use, keep and maintain such records concerning operation of the Restaurant as may from time to time be required by the standards and procedures established by the Franchisor The Franchisee may keep other records or books as desired Not later than the 15th day of each month the Franchisee must forward to the Franchisor a profit and loss statement conforming to generally accepted principle of accounting, showing receipts and disbursements for the preceding month

(B) All of the accounting records of the Franchisee so far as they pertain to the Franchised business shall be open to the inspection, examination and/or audit by the Franchisor and its authorized representatives at all reasonable times, and copies thereof (other than reports required to be furnished to the Franchisor by the Franchisee) may be made by the Franchisor at its expense Any inspection, examination and/or audit shall be at the Franchisor's cost and expense unless the same is necessitated by the Franchisee's failure to prepare and deliver its financial statements to the Franchisor, or to keep and preserve proper accounting records, or such inspection, examination or audit discloses that any such financial statement, report or payment made or delivered by Franchisee to the Franchisor is in error to an extent of 3% or more of the correct amount or amounts as determined by the Franchisor or its representatives, and in any of such events, the cost and expense of the examination or audit shall be paid by the Franchisee upon billing by the Franchisor

6 UNIFORMITY OF APPEARANCE, PRESENTATION OF PRODUCT, QUALITY AND MAINTENANCE OF STANDARDS

(A) The restaurant business is a highly competitive one, and the Franchisor and the Franchisee recognize that they have a mutual interest in the success of all "Cool Hand Luke\'s" restaurants The success and efficiency of all "Cool Hand Luke's" restaurants rest in material respect on the uniformity of image and appearance and general consumer acceptance of the restaurants as a group By use of the "Cool Hand Luke's Steakhouse/Saloon" service mark and trade name, the Franchisee represents to consumers that they will receive the same high quality food and service at the Restaurant as at every other "Cool Hand Luke's" restaurant It is, therefore, to the mutual advantage of the Franchisor and the Franchisee and the Franchisee hereby does agree to maintain uniform appearance of the Restaurant and uniform high standards of quality in the merchandise prepared, displayed and sold at the Restaurant and in customer service and cleanliness in the Restaurant Strict adherence to these standards and requirements as established by the Franchisor is mandatory In this connection, the Franchisee also agrees to apply his best efforts in the operation and management of the Restaurant to the end that such operation is successful and results in the highest practicable profitability to the Franchisee and to the franchisor, and, in reliance upon such agreements of the Franchisee, the Franchisor agrees that it will apply its best efforts in performance of its obligations under this Agreement The strict and continued adherence to the standards, uniformity and other requirements of this Section is expressly made a condition of this Agreement, the default in the performance of which will be grounds for termination of this Agreement as provided in Section 10

(B) The Franchisee will acquire from sources approved by the Franchisor, by purchase or lease, machinery, equipment, furnishings, signs and other personal property [hereafter collectively called "equipment"] The Franchisor will furnish the Franchisee a complete list of all equipment which must be used in the operation of the franchised restaurant Franchisee agrees to maintain such equipment in excellent working conditions As items of equipment become obsolete or mechanically impaired to the extent they require replacement, Franchisee shall replace such items with either the same or substantially the same types and kinds of equipment All equipment used in the franchised restaurant shall meet the Franchisor's specifications

(C) With respect to the Restaurant premises, the Franchisee agrees that the premises shall

(1) Be maintained in strict compliance with regard to appearance and format as a "Cool Hand Luke's" restaurant and be used exclusively for the operation of a "Cool Hand Luke's" restaurant and for no other purpose,

(2) Be kept in good repair and maintained at all times by the Franchisee in a clean, neat and attractive manner in accordance with standards set out by the Franchisor, and

(3) Not be altered or changed in appearance or characteristics without the prior written consent of the Franchisor, and this prohibition shall apply to any and all additions or replacements of equipment, floor coverings, coverings, signs and exterior and interior decor in the Restaurant

(D) The Franchisee shall, in his operation of the Restaurant, adhere to the strictest standards of cleanliness, quality control and appearance with respect to the care, storage, preparation and service of food, beverages and other commodities In this connection, the Franchisee agrees to strictly adhere to all health, cleanliness and other requirements of any governmental agency or political subdivision applicable to the operation of the Restaurant

(E) Upon the execution hereof, the Franchisor has furnished Franchisee a list of Designated Purveyors from whom Franchisee must purchase all equipment, food, beverage and supply items used in the operation and maintenance of the franchised restaurant The Franchisor shall periodically update its list of Designated Purveyors and furnish such updated lists to Franchisee, not less frequently than every six months The Franchisor shall have no financial or ownership interest in any Designated Purveyor, nor shall the Franchisor receive any secret or undisclosed rebates or other undisclosed consideration from any Designated Purveyor Designated Purveyors will, however, pay to Franchisor certain promotional allowances which Franchisor shall retain, without sharing same with Franchisee If Franchisee gives the Franchisor notice sufficiently in advance to permit purveyor and specification verification and testing, that Franchisee wishes to purchase equipment, food, beverage or supplies from reputable, dependable sources other than Franchisor's Designated Purveyors, the Franchisor will not unreasonably withhold the prompt approval of such vendors as Designated Purveyors from whom Franchisee may purchase goods, provided such goods conform to the appearance, quality, size or portion, and where applicable, taste, and uniformity standards and other specification of the Franchisor The Franchisor may require that samples from alternative purveyors be delivered to the Franchisor or to a designated independent testing laboratory for testing before approval and use A charge not to exceed the actual cost of the test may be made by the Franchisor or by an independent testing laboratory designed by the Franchisor

(F) The Franchisee agrees to keep the Restaurant open to the public seven (7) days per week during the following minimum hours If lunch is served, from 11 00 A M to 2 00 A M , or, such other hours as directed by the Franchisor

(G) The Franchisee may, at his election, close the Restaurant on Christmas and Thanksgiving Also, the Franchisee may close the Restaurant when, in his opinion, the same requires repairs or remodeling which cannot reasonably be done if the Restaurant is kept open for business However, before closing the Restaurant for repairs or remodeling, the Franchisee must give the Franchisor written notice of his intention to do so, setting forth the Franchisee's estimate of the number of days the Restaurant will be closed In no event will the Franchisee ever be required to pay the Franchisor any penalty for closing the Restaurant pursuant to this paragraph

7 COVENANTS OF THE FRANCHISOR

In consideration for the payment and performance required of the Franchisee hereunder, the Franchisor shall do each and all of the following things

(A) If the location wherein the Restaurant is to be situated has not been selected and the building built upon the signing of this Agreement, the Franchisor shall do each and all of the following things

(1) Investigate and evaluate locations selected by the parties as possible locations for the establishment of the Restaurant,

(2) Assist the Franchisee in negotiating for a lease or sublease for the Restaurant,

(3) Provide, at Franchisee's expense, a standard building plan for the construction of the Restaurant,

(4) Provide a detailed list of equipment to be installed at the Restaurant,

(5) Supervise the installation of equipment at the Restaurant, and

(6) If requested by the Franchisee, submit advice on financing the purchase of equipment for use at the Restaurant

(B) After determination of the site for the Restaurant, the Franchisor shall do each and all of the following things

(1) Inspect the restaurant premises to insure proper installation of equipment,

(2) Train the Franchisee in the management and operation of the Restaurant,

(3) The Franchisor shall provide additional wait staff, cooks and other personnel that the Franchisor determines is necessary for the proper opening of the franchised business for a period of two weeks If it is determined that additional time is required for this purpose , the Franchisee shall be charged the appropriate costs for those selected personnel to be at the Restaurant

(4) Explain, set forth and demonstrate to the Franchisee and his initial employees all of the standards, requirements and procedures to be followed in the operation of the franchised business,

(5) Furnish the Franchisee with an initial supply of daily check-out sheets, monthly profit and loss statements and inventory records,

(6) Advise the Franchisee of the food products and supplies to be used in the operation of the Restaurant and those purveyors from whom the Franchisee may purchase the same,

(7) Generally supervise the opening of the Restaurant,

(8) Provide for consultation with the Franchisee a representative of the Franchisor,

(9) Advertise the trade name of the Franchisor at times and in ways and by means to be determined by the Franchisor to best promote the business of the Franchisor, the Franchisee and all of the Franchisor's other "Cool Hand Luke's" franchisees,

(10) From time to time, convene franchisee meetings or seminars, to which the Franchisee shall be invited, for the purpose of disclosing to all in attendance the latest information about food pricing, advertising, franchising and new ideas for more profitable operation, and the like,

(11) Grant to the Franchisee the exclusive right to use the "Cool Hand Luke's Steakhouse Saloon" service mark and trade name at the Restaurant and in the territory covered by this Agreement and defend and hold the Franchisee harmless of and from all unauthorized uses of the trade name and service mark in the territory and elsewhere, and

(12) Enforce the standards, rules, procedures and regulations established by the Franchisor against all of its other franchisees to insure protection of the Franchisor's image, public acceptance and goodwill

8 COVENANTS OF THE FRANCHISEE

(A) In consideration for the performance of the Franchisor hereunder the Franchisee shall do each and all of the following things

(1) Use exclusively the "Cool Hand Luke Steakhouse/Saloon" service mark and/or the trade name on all signs, advertising materials and service items used by the Franchisee in the franchised business,

(2) Serve the menu items specified by the Franchisor, follow all specifications and formulas of the Franchisor as to contents and weight of unit products served, and sell no other food or drink item or any other merchandise of any kind without the prior written approval of the Franchisor,

(3) Use the "Cool Hand Luke's" system and method of food preparation, decoration and service prescribed by the Franchisor,

(4) Maintain the Restaurant in a clean and sanitary condition and comply with all laws, ordinances and regulations of governing bodies with respect to its operation,

(5) Comply with all laws regarding the hiring of employees,

(6) Devote full time and effort to the franchised business and refrain from devoting time and effort to any other business without the prior written consent of the Franchisor,

(7) At the Franchisee's expense, engage in local advertising as directed by the Franchisor,

(8) Refrain from entering into or terminating any lease or sublease for the Restaurant without the Franchisor's prior written consent,

(9) Refrain from cutting meat or doing any other butchering of meat products in the Restaurant,

(10) Pay to the Franchisor, its parent, and to any and all affiliates of the Franchisor with whom the Franchisee chooses to do business, all sums due and to become due to each,

(11) Within ten (10) days after issuance of a building permit for the Restaurant, sign a purchase contract for all required restaurant equipment, including a point of sales (POS) system or computerized sales recording system and all required software, as specified by the Franchisor,

(12) Obtain a written binding commitment for the financing of the equipment to be placed in the Restaurant, if it is to be financed in whole or in part,

(13) Furnish the Franchisor copies of the contract and commitment mention in paragraphs (11) and (12) above, as soon as the same are obtained,

(14) At least ninety (90) days prior to the opening of the Restaurant business, and for an aggregate period of not less than six (6) weeks, participate for not less than eight hours per day, five days per week in on-the-job training at a training store to be selected by the Franchisor The Franchisee may designate an individual with whom the Franchisee has entered into a written employment contract for a term of not less than one (1) year to manage the Franchisee's business when opened, to receive the on-the-job training provided for herein, in lieu of the Franchisee's personal participation The Franchisor shall not be required to compensate the Franchisee or his designee for work performed in receiving the on-the-job training Franchisee shall be responsible for the payment of all costs of training and opening of the store as they are incurred The Franchisee further agrees that in the event a new manager is hired to manage the restaurant, said manager shall complete, at the Franchisee's expense, the training requirements described herein

(15) Participate in a gift-card program as directed by the Franchisor

(16) Refrain from engaging in any kind, type or means of electronic communication in which the Franchisor's trade name is used and which communication also disparages any person because the person belongs to a protected class of persons under the California Fair Employment & Housing Act [e g , race, creed, national origin, sexual orientation, etc] or which communication violates any law, ordinance or regulation

(17) Attend franchisee meetings as directed by the Franchisor

(B) At all times during the term of this Agreement the Franchisee shall cause the franchised business to be licensed by all appropriate governmental agencies for the sale of alcoholic beverages for consumption on the premises [a Type 47, On-Sale General Eating Place License] All of the rights, privileges, responsibilities and duties attendant to any alcoholic beverage license which may be issued to the Franchisee for the Restaurant premises shall be vested in and exercised solely by the Franchisee The Franchisor shall have no control whatsoever over the purchase of alcoholic beverages and resale in the premises, nor shall the Franchisor determine in any way the manner of preparation, service and sale, including menu and prices

9 CONFIDENTIALITY INFORMATION

(A) Franchisee shall keep confidential all of Franchisor's trade secrets, recipes, proprietary information and methods of doing business

(B) At Franchisor's request, Franchisee shall require its principals, managers and any other personnel having access to any confidential information to execute and deliver a confidentiality agreement

(C) Franchisee acknowledges that any failure to comply with the requirements of Section 8 shall cause the Franchisor irreparable injury, and Franchisee agrees to pay, in addition to other damages, all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance or injunctive relief for violation of this Section 9

10 DEFAULT AND CANCELLATION

(A) Any breach of any term, provision, covenant or condition of this Agreement or the lease or sublease under which the Franchisee enjoys the right to occupy the Restaurant shall constitute a default under this Agreement

(B) Upon the occurrence of any default which the Franchisee fails to cure within sixty days (60) following the Franchisor's giving a written notice thereof to the Franchisee, the Franchisor may, at its option, terminate this Agreement by giving the Franchisee a written notice of such termination, such termination to be deemed effective by and upon the giving of such notice

(C) In the event of termination under Section 10

(1) Any and all obligations of the Franchisor to the Franchisee shall immediately terminate

(2) Any and all rights of the Franchisee under this Agreement shall immediately terminate, except rights given under this Section 10

(3) Franchisor shall have the right, forthwith upon such termination, to take possession of the Restaurant and the supplies, ingredients and inventory found therein, except alcoholic beverages, and to thereafter operate the business as its own for all purposes However, the Franchisor shall pay the Franchisee for the fair value of supplies, ingredients and inventory in the Restaurant at the time the Franchisor takes possession Further, upon taking possession, the Franchisor shall appoint a fixture dealer who shall not be an employee, officer, director or shareholder of the Franchisor, its parent, or any of its affiliates, who shall determine the fair market value of the equipment in the Restaurant The Franchisor shall within 30 days

following the determination of the fair market value of the equipment, pay the amount thereof to the Franchisee, less any balances owed against the equipment and less any offsets to which the Franchisor may lawfully be entitled for damages for breach of contract by the Franchisee Such damages shall include the present value of the royalties and administrative contributions the Franchisor would have received during the unexpired term of this Agreement, less the amount of said damages the Franchisee proves could have been reasonably avoided

(D) Should the Franchisee elect to cancel this Agreement for any reason, and provided that the Franchisee is not himself in default hereunder, he may do so by giving written notice of cancellation to the Franchisor The giving of such notice shall obligate the Franchisee to sell and give an election to the Franchisor to purchase the physical assets and the alcoholic beverage license of the Restaurant for a price determined as follows

(1) The notice of cancellation shall include the name of an appraiser of Franchisee's choice Upon receipt of the notice the Franchisor, if it elects to purchase, shall likewise designate one appraiser Each appraiser shall forthwith independently determine the fair market value of the physical assets as though they were removed from the Restaurant and placed in storage If the values thus determined do not differ in amount by more than 10% of the smaller appraisal, then the larger appraisal shall be the purchase price to be paid by the Franchisor for the physical assets If they differ by more than 10%, the purchase price shall be the average of the appraisals The purchase price for the Franchisee's alcoholic beverage license shall be the price payable to the Department of Alcoholic Beverage Control for a like type license These two amounts shall together be the total purchase price There shall be deducted from the total purchase price any balances owed against the physical assets and all other amounts owed by the Franchisee to the Franchisor, its parent and its affiliates as of the consummation of the sale Payment shall be made in case at the close of the escrow required by the California Business & Professions Code to be established for the sale of these assets Such payment shall constitute payment in full for all of the right, title and interest of the Franchisee in the Restaurant and the franchised business The Franchisee shall assign to the Franchisor his lease or sublease to the location by a document to be deposited into the escrow mentioned above, for delivery to Franchisor at the closing The Franchisor shall reimburse the Franchisee for any sales tax resulting from the sale through cash or credit in the escrow

(2) If the Franchisor does not elect to purchase the franchised business in accordance with the foregoing provisions, the Franchisee may dispose of the physical assets and alcoholic beverage license of the business as he sees

fit, free from any restrictions hereunder However, the Franchisee may not transfer any rights of use of the Franchisor's trade name, service mark, recipes or menu, and the Franchisee shall cease doing business as a "Cool Hand Luke's" restaurant within forty-five (45) days after receipt of notice from the Franchisor declining to purchase the Franchisee's physical assets and alcoholic beverage license

11 ASSIGNMENT

(A) Assignment by Franchisor This Agreement and all rights hereunder may be assigned by the Franchisor, provided the assignee expressly assumes and agrees to be bound by the terms and conditions of this Agreement and a copy of such assignment and assumption is delivered to the Franchisee

(B) General Prohibition on Assignment by Franchisee

(1) Franchisee shall not assign this Agreement or any rights or interest herein, except in compliance with this Section 11 For the purpose of this Agreement, each of the following shall be deemed to be an assignment of this Agreement

(a) Any sale, assignment or transfer by Franchisee of or with respect to any of the Franchisee's rights under this Agreement or the delegation of any of the Franchisee's obligations hereunder,

(b) Sale at a judicial sale or under a power of sale, conveyance r retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest in this Agreement which results in a disposition of Franchisee's interest herein,

(c) The passing by operation of law to any other party or parties of Franchisee's interest in this Agreement or any part thereof,

(d) Any transfer of equity interest or other act that causes a change in control of the Franchisee (if the Franchisee is a corporation, limited liability company or other entity)

(2) Any assignment of this Agreement other than in accordance with and subject to all of the terms and provisions of this Section 11 shall (i) constitute a breach of this Agreement, (ii) be subject to the provisions of Section 10 above, and (iii) confer no rights or interest whatsoever under this Agreement upon any other party

(C) Transfer to Controlled Business Entity Franchisee may at any time assign and transfer this Agreement to a corporation, limited liability company or other business entity organized and operated for the sole purpose of conducting the franchised business, subject to the following conditions

(1) Franchisee shall be and remain the owner of 51% of the issued and outstanding equity interest of said business entity, and

(2) Such assignment and transfer shall be evidenced by a written instrument, in form satisfactory to Franchisor, in which said business entity expressly assumes all obligations of Franchisee hereunder, whether accrued at the time of such assignment or arising thereafter, and agrees to be bound by all of the terms and provisions of this Agreement A copy of said instrument, executed by both Franchisee and said business entity shall be promptly delivered to Franchisor

(3) No transfer under this Paragraph 11(C) shall be subject to the transfer fee set forth in Paragraph 11(E) hereof

(4) Each owner of the assignee business entity shall sign a Personal Guaranty in a form satisfactory to the Franchisor

(D) Transfers to Heirs Upon Death or Incapacity In the event of the death or incapacity of a fifty percent or more equity owner of Franchisee, and provided that Franchisee has employed at the Restaurant a qualified manager trained in the system, the personal representative of such person shall have 12 months from the date of death or determination of incapacity to either (i) assume and be bound by the terms of this Agreement, or (ii) sell and transfer the franchised business to another person or entity under the conditions set forth in Paragraph 11(E) below If the personal representative elects to assume this Agreement, he shall comply or cause Franchisee's estate to comply with Paragraphs 11(E)(1)-(5) No transfer under this Paragraph 11(D) shall be subject to the transfer fee set forth in Paragraph 11(E)(5)

(E) Franchisor's Consent To Assignment If Franchisee desires or proposes to sell, assign, or transfer his right to operate the franchised business under this Agreement to any other party, except to a controlled business entity as described in Paragraph 11(C), or if Franchisee or the holder of any interest in Franchisee desires or proposes to take any action which would constitute or create an assignment of this Agreement as described in Paragraph 11(B) hereof, Franchisee, or the holders of such interest, as the case may be, shall first notify Franchisor in writing of such proposed sale, assignment, transfer, or other action, setting forth in detail the nature of the proposed transaction and the name and address of the proposed purchaser, assignee, or transferee or other party acquiring any interest, and the consideration, if any Franchisor shall not unreasonably withhold consent to the transaction, provided that the following conditions are fulfilled

(1) It shall be demonstrated to the reasonable satisfaction of the Franchisor that the proposed purchaser, assignee, transferee, or person (if an individual) is of good moral character and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate Franchisee's business in accordance with the terms of this Agreement If the proposed purchaser, assignee, or transferee is a business entity, the provisions of the preceding sentence shall apply to the individuals who own or are to own such entity Franchisee shall cooperate with Franchisor in making available such information as the Franchisor may require to make the above-described determinations

(2) If the transferee will be active in the management of the franchised business, the transferee shall have successfully completed the training course then in effect for franchisees of the Franchisor The Franchisee's manger shall remain in his position until the manager appointed by the Assignee completes any required training

(3) There shall be no existing default in any of the obligations of Franchisee under this Agreement, and all amounts owed to Franchisor and its affiliates and parent are paid in full at or prior to the consummation of such transaction

(4) Such transferee shall have submitted to Franchisor satisfactory evidence that he will acquire and will become entitled to all rights of the Franchisee pertaining to the franchised business If the interest of Franchisee hereunder is to be acquired in whole, the party acquiring such interest shall have executed and delivered to Franchisor a written instrument, in form satisfactory to Franchisor, by which it expressly assumes all obligations of Franchisee hereunder, whether then accrued or thereafter arising, and agrees to be bound by all the terms and provisions of this Agreement and any additional conditions required by the Franchisor at that time

(5) A non-refundable transfer fee of $15,000 00 shall have been paid to Franchisor

12 MISCELLANEOUS PROVISIONS

(A) All notices given under this Agreement shall be in writing, served personally on or mailed by certified mail to the other party Mailed notices are effective 48 hours after deposit in the U S mail with postage prepaid and duly addressed as follows

(1) To the Franchisor at 530 E Herndon, Suite 105, Fresno, California 93720

(2) To the Franchisee at the Restaurant

Either party may change its or his address for notices by giving a notice in the manner described above

(B) The waiver by either party of any breach of any term, covenant or condition to be performed by the other party shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained The subsequent acceptance by the Franchisor of a payment due to it shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement, other than the failure of the Franchisee to make a timely payment of the amount so accepted, regardless of the Franchisor's knowledge of such preceding breach at the time of acceptance of such amount

(C) This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to its subject matter and contains all of the covenants, agreements, terms and conditions between the parties to this Agreement This Agreement may not be amended, except by a further writing signed by the parties

(D) Should litigation result concerning this Agreement in any way, the prevailing party shall recover from the losing party all costs and expenses, including reasonable attorneys' fees In any such litigation only the courts of the County of Fresno, State of California, where this Agreement was entered into, shall be proper for venue purposes

(E) It is understood and agreed that a part of the consideration for the Franchisor's entering into this Agreement is the personal confidence reposed in the Franchisee, and that, therefore, in no event shall the Franchisee voluntarily, involuntarily, by operation of law or otherwise, sell, assign, transfer, convey or encumber his rights under this Agreement, or permit or suffer the same to be transferred or encumbered without the prior written consent of the Franchisor Any such transfer to which the Franchisor shall not consent shall be a default by the Franchisee, and the Franchisor shall have then have the rights as set forth in Section 10 of this Agreement Nothing herein contained shall prohibit the Franchisee from selling the Restaurant business, including the good will, provided the Franchisor's written consent is first obtained, which consent shall not be unreasonably withhold However, such consent may be withheld with justification if the sale proposed by the Franchisee does not provide for adequate training of the successor in accordance with the Franchisor's training policy If the Franchisor provides training to the Franchisee's successor, the Franchisee must pay the Franchisor, in advance, for the cost thereof, as determined by the Franchisor

(F) Should any part of this Agreement be judicially determined to be illegal, unenforceable or void, that part be deemed to be severed from the other parts, all of which shall remain in full force and effect between the parties

(G) TIME IS OF THE ESSENCE HEREOF

(H) This Agreement may be executed in any number of counter-parts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument For all purposes hereof, facsimile signatures shall be deemed to be original signatures

(I) Masculine singular pronouns used herein shall be deemed to be neuter, feminine or plural, or a combination thereof, depending upon the makeup of the Franchisee

Dated _____ at _____

BRG FRANCHISING, INC

By _____
R T Brooks, President
Franchisor

Dated _____ at _____

_____

_____
Franchisee

EXHIBIT "1"
TO CONFIDENTIALITY AGREEMENT

1 I, _____, am either an agent or independent contractor of _____ ("Franchisee"), and in order to induce disclosure to Franchisee of certain confidential proprietary documents and information ("Confidential Materials") owned by BRG Franchising, Inc (Franchisor), I represent and warrant to Franchisee for the benefit of Franchisor that

2 I understand that written or otherwise recorded Confidential Materials remain the property of Franchisor and are (unless they bear copyright notices) unpublished works nonetheless protected under the U S Copyright Act, which include valuable Franchisor trade secrets and confidential information I further understand that Franchisor has made and will continue to make substantial investments in developing Confidential Materials, and that the following Confidential Materials (as they may be revised or supplemented by Franchisor from time to time) are particularly sensitive Confidential Operations Manuals and Franchisee Manuals

3 I promise that I will use Confidential Materials and information contained therein only at places designated by Employer, in furtherance of Employer's business, and pursuant to Employer's direction I will not (except as Employer properly directs) copy all or any part of Confidential Materials, or transfer or loan to any other person any Confidential materials which are entrusted to me, If Employer directs me to create works derived from Confidential Materials (for example, architectural and construction plans), such works shall be deemed works-made-for hire and Employer shall own all copyrights in such works, subject to its obligations to assign such rights to Franchisor

4 If my employment or relationship by or with employer terminates or I am no longer assigned to work with Confidential Operations Manual or Franchisee Manual notes, memorandum or the like concerning or derived from them, which are then in my possession or control, I will immediately return all Confidential Materials to Franchisee

5 I will not disclose all or any part of Confidential Materials or information contained therein to any person who is not also employed (directly or an independent contractor) by Franchisee, and then only pursuant to his directions

6 If I am granted access to any Confidential Materials which are computer programs, I will not attempt to translate, de-compile, decode, modify, merge or otherwise alter the object codes of the programs Confidential Operations Manual or Franchisee Manual

7 My obligations to preserve the confidentiality of Confidential Materials and information contained therein will continue for the longest term permitted by applicable law after termination of my employment by Employer, even if that termination is wrongful, but in no event less than ten (10) years I understand that this is not an employment agreement of any kind I understand further that Confidential Materials describing a food or beverage recipe, list of ingredients, and preparation and serving instructions shall remain a secret and confidential forever, unless Franchisor causes the same to be disclosed without secrecy obligations from the disclosure

8 If a dispute arises as to whether particular information in Confidential Materials, used or disclosed by me in violation of this Agreement, is confidential information or a trade secret, I agree that I shall bear the burden of proving that I knew the information prior to first disclosure to me of the Confidential Materials containing it, that I or the Confidential Materials first became publicly known through no wrongful act on my part, or that I independently developed it without reference to any Confidential Materials

9 I shall be liable to Franchisor for damages caused by my willful or negligent use or disclosure of Confidential Materials or information contained therein, in violation of this Agreement

10 This Agreement shall be governed for all purposed by the laws of the State of California, and shall be construed to maximize protection of Franchisor's rights in the Confidential Materials If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed, and the balance of the Agreement shall remain in full force and effect

Dated _____

_____
(Signature of agent or independent contractor)

_____
(Printed name of signor)

EXHIBIT A
CONFIDENTIALITY AGREEMENT

This AGREEMENT is made and entered into as of _____, by and between BRG Franchising, Inc , a California Corporation,(hereinafter "Franchisor") and _____(hereinafter "Franchisee") Franchisor and Franchisee are concurrently entering into a Franchise Agreement dated of even date herewith (or have heretofore entered into such Franchise Agreement), the terms (including definitions) of which are hereby incorporated by reference In case of any inconsistencies between any term of the Franchise Agreement and this Agreement, this Agreement shall control

In consideration of the mutual promises of the parties as set forth in the Franchise Agreement, and of Franchisor's disclosures to Franchisee of certain confidential, proprietary documents and information it is agreed as follows

1 Franchisor owns the franchise known as "Cool Hand Luke's Steakhouse/Saloon" and has the right to franchise it, including the reproduction and distribution of confidential information relating thereto All tangible things which Franchisor has marked "Confidential" (or words to similar effect) prior to their loan to Franchisee, collectively with their consent, "Confidential Materials" are covered by this Agreement All such Confidential Materials shall remain the property of Franchisor, and are (unless they bear copyright notices) unpublished works nonetheless protected under the U S Copyright Act Confidential Materials include, but are not limited to, the following particularly sensitive documents and things contained therein (as they may be revised or supplemented from time to time hereafter) the Confidential Operations Manual or Franchisee Manual

2 Franchisee shall hold and cause Confidential Materials to be held in the strictest confidence, following instructions in the Confidential Operations Manual or Franchisee Manual for preserving their confidentiality, and maintaining at least the same level of security for them as it maintains for its own most confidential business information Franchisee shall take appropriate precautions to insure that access to Confidential Materials is limited to authorized Franchisee personnel (and with Franchisor's prior written consent, contractors) who have first signed a confidentiality agreement in the form attached as Exhibit 1, and shall then permit access only on a need-to-know basis Franchisee shall maintain a separate file for such confidentiality agreements, and make such file available for inspection and copying by Franchisor, upon written or oral request

3 Neither the Franchisee nor any of its officers, directors, partners, employees, agents, independent contractors or affiliates, or any other person or organizations over which Franchisee has control (collectively, the "Obligors"), shall directly or indirectly use, disclose, copy reproduce or duplicate all or any part of the Confidential Materials for any purpose not associated with complying with the Franchisee's duties under the Franchise Agreement, or disseminate, loan, assign, reveal or disclose all or any part of the Confidential Materials to any person or organization not licensed or affiliated with Franchisor unless with the express written consent of Franchisor

Additional copies or reprints of Confidential Materials may be obtained only from Franchisor, if needed If Franchisor permits Franchisee to cause derivative works to be prepared from Confidential Materials(for example, architectural and construction plans) such works shall be created as a work-made-for hire (if by an independent contractor, under a written agreement so stipulating) and Franchisee shall at the conclusion of such work assign all copyrights therein to Franchisor (including, but not without limitation, first publication rights and the right to make copies)

4 If Franchisee is licensed to use any proprietary computer programs of Franchisor, Obligors shall not attempt to translate, decompile, decode, modify, merge, or otherwise alter the object of such program

5 Franchisee shall use its best efforts to collect all copies of Confidential Materials from each employee and independent contractor permitted access to them, at or prior to termination of such employment or retention Upon termination of the Franchise (or earlier as requested by Franchisor), Franchisee shall return to Franchisor at Franchisee's expense or destroy (as Franchisor directs) any and all copies of Confidential Materials, and all other tangible things containing information from or otherwise derived from such Confidential Materials, then in Franchisee's actual or constructive possession

6 In the event that any Obligor shall breach this Agreement, or separately signed Confidentiality Agreement in the form of Exhibit 1, or in the event that such breach appears to be imminent, Franchisor shall be entitled to all legal and equitable remedies afforded by the laws as a consequence of such breach or imminent breach, and may, in addition to any and all other forms of relief, recover from the breaching Obligor all reasonable costs and attorney fees incurred by Franchisor in seeking any such remedy Franchisee acknowledges that Confidential materials may contain Franchisor's commercially valuable trade secrets and that unauthorized use or disclosure of all or any part of them would cause great and irreparable injury, for which there may be no adequate remedy at law

7 While some of the information contained in the Confidential Materials may already be known by Franchisee or its personnel or be in the public domain, Franchisee acknowledges that the compilation of that information in Confidential Materials has cost Franchisor great efforts and expense, and affords the person to whom the Confidential Materials are disclosed, including the Obligors, a competitive advantage over persons who do not know the information or have the compilation contained in the Confidential Materials Franchisee and the Obligors shall be labile for damages sustained by Franchisor as a result of willful or negligent publication or dissemination of the Confidential Materials or any information contained therein In any proceeding involving the causes of action described in this Exhibit A, the burden of proof shall be on the party opposed to Franchisor in any claim that the Confidential Materials or any information contained therein is not confidential or secret

8 This Agreement shall remain in effect from the above date until the termination of the Franchise Agreement mentioned above and thereafter for the lesser of ten (10) years or the

longest time permitted by applicable law Confidential Materials describing a food or beverage recipe, list of ingredients, and preparation and serving instructions shall remain secret and confidential forever, unless Franchisor causes the same to be disclosed without confidentiality restrictions It shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors and assigns

9 This Agreement shall be governed for all purposes by the laws of the State of California If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect

10 Any Franchisee notice, consent request of the like shall be made in writing and shall be sent via first class United States mail or by any courier service having receipted delivery, to Franchisor at 530 E Herndon, Suite 105, Fresno, California 93720, Attention President, or to such other address or persons as Franchisor shall advise the undersigned in writing from time to time Notice to or consent from an officer of Franchisee shall be sufficient Notices from Franchisor shall be given in the manner described in the foregoing Franchise Agreement

11 The Franchisee acknowledges and agrees that it has read the foregoing, understands all of his obligations under this Agreement, is duly authorized to sign this Agreement, is willing to receive and use the Confidential Materials in full compliance with the terms of this Agreement

Dated _____ Dated _____

BRG FRANCHISING, INC

By _____ _____

R T Brooks, President
Franchisor

_____
Franchisee

EXHIBIT I

You may call the Department of Business Oversight, Division of Corporations, of the State of California for information about BRG Franchising, Inc and about franchising in California at

Sacramento 95814-4052
1515 K Street, Suite 200
(916) 445-7205, (866) 275-2677

San Francisco 94104-4428
One Sansome Street, Suite 600
(415) 972-8555 (866) 275-2677

Los Angeles 90013-1259
300 Spring Street, Suite 15513
(213) 897-2085 FAX (213) 897-8860

San Diego 92101-3697
1350 Front Street, Room 2034
(619) 525-4233 (866) 275-2677

1-866-ASK-CORP
1-866-275-2677
www dob ca gov

APPENDIX

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE UNIFORM FRANCHISE DISCLOSURE DOCUMENT

Neither BRGF, not anyone identified in Item 2 of this Uniform Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U S C A 781, et seq , suspending or expelling such person from membership is such association or exchange

THE FRANCHISE AGREEMENT REQUIRES THAT ALL LITIGATION OCCUR IN FRESNO COUNTY, CALIFORNIA THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF CORPORATIONS BEFORE WE MAY ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language Read this disclosure document and all agreements carefully

If BRG Franchising, Inc offers you a franchise, it must provide this disclosure document to you by the earliest of the following events

1 The first personal meeting to discuss the franchise,
2 Fourteen calendar-days before you sign a binding franchise agreement with BRG Franchising, Inc , or
3 Fourteen days before you make a payment to the franchisor or an affiliate in connection with the proposed franchise sale

If BRG Franchising, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the California Department of Corporations

The name, principal business address, and telephone number of each franchise seller offering the franchise is BRG Franchising, Inc , is 530 E Herndon, Suite 105, Fresno, California 93720, Telephone (559) 485-8520, and R T Brooks, is 530 E Herndon, Suite 105, Fresno, California 93720, Telephone (559) 485-8520

The date of issuance is _____

I received a disclosure document dated _____ that included the following Exhibits

Exh A	List of Franchisees
Exh B - G	Financial Statement for the fiscal years ending June 30, 2016, 2015 and 2014
Exh H	Franchise Agreement
Exh I	State Franchise Administrator

Dated _____ _____

_____

_____