FRANCHISE DISCLOSURE DOCUMENT

HURRICANE Burgers Tacos Wings™ HURRICANE GRILL & WINGS®

HURRICANE AMT, LLC
a Florida Limited Liability Company
1800 Old Okeechobee Road, Suite 100
West Palm Beach, Florida 33409
(561) 932-1075
info@HurricaneFranchising com
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This disclosure document describes franchises for friendly neighborhood restaurants specializing in the sale of fresh chicken wings, prepared in a variety of flavors, and other tasty menu items under the name Hurricane Grill & Wings" (the "Hurricane Grill & Wings Restaurants"), or a limited service, limited menu restaurant under the name "Hurricane Burgers Tacos Wings" (the BTW Restaurants")

The total investment necessary to begin the operation of a Hurricane Grill & Wings Restaurant ranges from $452,500 to $969,000 The total investment necessary to begin operations of a BTW Restaurant ranges from $225,300 to $469,000 The range for both a Hurricane Grill & Wings and a BTW Restaurant includes an initial franchise fee of $35,000 that must be paid to us If you sign a Development Agreement to develop multiple Hurricane Grill & Wings Restaurants or BTW Restaurants, you will have to pay us a development fee of $35,000 for the first restaurant and $17,500 for each additional restaurant to be developed Of the development fee that you pay $35,000 will be applied to the franchise fee for your first restaurant and the balance will be applied in $17,500 increments against additional franchise fees

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, us or our affiliates in connection with the proposed franchise sale or grant **Note, however, that no governmental agency has verified the information contained in this document**

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Patty Phillips, Hurricane AMT, LLC, 1800 Old Okeechobee Road, Suite 100, West Palm Beach, Florida, 33409, (561) 932 1075, info@HurricaneFranchising com

The terms of your franchise agreement will govern your franchise relationship Don't rely on the disclosure document alone to understand your franchise agreement Read all of your franchise agreement carefully Show your franchise agreement 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 by calling 1-877-FTC HELP or writing 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

Issuance Date May 25, 2017

STATE COVER PAGE

Your state may have a franchise law that requires us to register or file with a state administrator before offering or selling franchises in your state REGISTRATION OF THIS 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 administrators listed in Exhibit A of this disclosure document or your public library for sources of information about us or 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

Risk Factors

1 THE FRANCHISE AGREEMENT AND THE DEVELOPMENT AGREEMENT REQUIRE THAT CERTAIN DISAGREEMENTS BE MEDIATED OR LITIGATED WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS, WHICH IS CURRENTLY IN PALM BEACH COUNTY, FLORIDA 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 FLORIDA THAN IN YOUR HOME STATE

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

3 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $225,300 TO $969,000 THESE AMOUNTS EXCEED THE FRANCHISOR'S MEMBERS' CAPITAL AS OF DECEMBER 25, 2016, WHICH IS $(809,997)

4 HURRICANE BTW DOES NOT HAVE A FEDERAL REGISTRATION WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND IF AN ALTERNATIVE TRADEMARK MUST BE ADOPTED AS A RESULT, IT MAY INCREASE YOUR EXPENSES

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources, and one or more independent "area directors" who operate as franchise brokers or referral sources to assist us in selling our franchise A franchise broker, area director, or referral source represents us, not you You should be sure to do your own investigation of the franchise

This disclosure document is for use in the District of Columbia and all states Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document Those disclosures are contained in Exhibit J to this disclosure document

The Effective Date See the next page for state effective dates

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

Florida	June 17, 2016
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Wisconsin	

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ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, the words "we," "our" and "us" refer to Hurricane AMT, LLC, the franchisor of Hurricane Grill & Wings and Hurricane Burgers Tacos Wings Restaurants "You" and "your" refer to the person who buys the franchise, whether you are a corporation, limited liability company or other business entity If you are a corporation, limited liability company or other business entity, certain provisions of this Franchise Disclosure Document also apply to your owners and will be noted

The Franchisor

We are a Florida limited liability company organized on December 16, 2008 Our principal business address is 1800 Old Okeechobee Road, Suite 100, West Palm Beach, Florida 33409 We do business under our corporate name, "Hurricane," and the names "Hurricane Grill & Wings", "Hurricane Burgers Tacos Wings", "Hurricane Dockside Grill", and "Hurricane Sports Pub" We first offered franchises in January 2009 Our agents for service of process are listed in Exhibit B

As of December 31, 2016, there were 64 Hurricane Grill & Wings Restaurants in operation in the United States Currently, affiliates own and operate 5 of these Restaurants, all of which are located in Florida One of these affiliates also owns and operates a restaurant under the name of "Hurricane Dockside Grill" and another restaurant under the name of "Hurricane Burgers Tacos Wings" None of these affiliates engages in any other business activity Additionally, we manage 1 restaurant, located in Florida, for a franchisee All of the other Restaurants are operated by franchisees The first Hurricane Grill & Wings Restaurant was opened in Ft Pierce, Florida, in 1995

Except as stated in this Item 1, we do not operate any other Hurricane Grill & Wings Restaurants, we have not offered franchises in any other business, and we have not engaged in any other line of business

Parents, Predecessors, and Affiliates

We do not have any parent company

On December 17, 2008, we acquired a substantial portion of the assets of Hurricane Brand Holdings, LLC, "HBH" including the franchise agreements, area development agreements and area director agreements that HBH had with its franchisees and area directors, its intellectual property including trademarks, service marks, logos, and trade names, recipes, and software, and certain other assets related to its operations as a franchisor of Hurricane Grill & Wings franchises Hurricane Brand Holdings, LLC is our "predecessor" for purposes of this Franchise Disclosure Documents, and we will refer to it as "HBH" or the "Predecessor" HBH was a Florida limited liability company organized on January 31, 2005 The Predecessor did not offer franchises in any other business, and did not engage in any other line of business

We do not have any affiliate that offers or sells franchises in any line of business nor provides products or services to you or our franchisees

Franchised Business

We grant franchises to qualified persons or business entities in connection with the service mark "Hurricane Grill & Wings" or "Hurricane Burgers Tacos Wings" and other related logos (collectively referred to as the "Marks") * We refer to these businesses as "Hurricane Grill & Wings Restaurants" or "Hurricane BTW Restaurants" We refer to the Hurricane Grill & Wings Restaurant and Hurricane BTW you will operate as the "Restaurant" You must sign a Franchise Agreement (Exhibit C) that will govern the operation of the Restaurant In addition to granting franchises for individual Hurricane Grill & Wings Restaurants and Hurricane BTW Restaurants, we also allow certain franchisees who fit our criteria to become "Developers" Developers open and operate a predetermined number of Hurricane Grill & Wings Restaurants or Hurricane BTW Restaurants in a specified Development Territory Some of the criteria that must be met to become a Developer with the right to establish multiple Restaurants include business management experience and sufficient capital Developers sign a Development Agreement (Exhibit E) specifying their rights to establish multiple Hurricane Grill & Wings Restaurants or Hurricane BTW Restaurants within a set time frame and, for each Hurricane Grill & Wings Restaurant or Hurricane BTW Restaurants, the Developer develops, the Developer also must sign a Franchise Agreement For each future Restaurant that Developer develops, Developer may be required to sign a Franchise Agreement different from the form of Franchise Agreement included in this Franchise Disclosure Document

We may also grant area representative rights to individuals called "Area Directors" An Area Director acts as our sales representative within a defined territory to solicit prospective single-unit and multi-unit franchisees Additionally, the Area Director provides certain services to the Hurricane BTW Restaurant franchisees We began offering Area Director rights in 2010 Our Predecessor offered Area Director rights from February 1, 2007 through 2008 As of December 31, 2016, there were 4 Area Directors

Hurricane Grill & Wings Restaurants are family neighborhood restaurants that serve fresh chicken wings, prepared in a variety of flavors, and other tasty menu items Hurricane Grill & Wings Restaurants typically require between 2,000 to 5,500 square feet of space and are usually located in strip centers near retail shopping areas Hurricane BTW Restaurants offer a limited menu featuring the most popular items from our Hurricane Grill & Wings operations (Burgers, Tacos and Wings), plus other items such as premium salads, natural cut fries and a complement of draft and craft beer and wine Hurricane BTW Restaurants will typically require between 1,500 to 2,500 square feet You must operate the Restaurant in accordance with our standards, methods, procedures and specifications, which we refer to as our "System" and which is more particularly described in our Franchise Agreement and our manuals

General Description of the Market and Competition

Our concept is targeted to the general public We are one of many franchisors in the highly competitive casual dining industry Fluctuations in the tastes and habits of the public, local and national economic conditions, population density, and general traffic conditions affect this industry and are generally difficult to predict You will compete for customers with independent and franchised restaurants as well as with numerous other fast food, fast casual, casual and family restaurants You may also encounter competition from other Hurricane Grill & Wings Restaurants and Hurricane BTW Restaurants operated by us or other franchisees

Regulations Specific to the Industry

Operation of the Hurricane Grill & Wings Restaurant and most Hurricane BTW Restaurants is contingent on qualifying for and maintaining an alcohol beverage control (ABC) license for the Restaurant The ABC licensing laws vary from state to state You should investigate the ABC laws that apply in the

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Capitalized terms not otherwise defined have the same meaning as in the Franchise Agreement attached as Exhibit C to the Franchise Disclosure Document geographic area where you are interested in locating your franchise and consider whether you will qualify for licensing You must continuously comply with the ABC laws to operate the Restaurant

Most states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of the Restaurant, including those that (a) establish general standards, specifications and requirements for the construction, design and maintenance of the restaurant premises, (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for the storage, handling, cooking and preparation of food, restrictions on smoking, availability of and requirements for public accommodations, including restrooms, (c) set standards pertaining to employee health and safety, (d) regulate matters affecting requirements for accommodations for disabled persons, and (e) regulate the sale of alcoholic beverages

In addition, you must comply with all local, state, and federal laws that apply to your Restaurant operations, including, for example, zoning, health, sanitation, no-smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc You must obtain real estate permits (e g , zoning), real estate licenses, and operational licenses There also may be regulations that pertain to sanitation, labeling, food preparation, food handling, grease and other waste disposal, environmental compliance, and food service Other than the types of laws and regulations noted above, we are not aware of any other regulations or laws directed solely to restaurants, quick-service restaurants, or fast casual restaurants, of the types that are described in this disclosure documents

You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Restaurant and should consider both their effect and cost of compliance Under the Franchise Agreement, you alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you You should consult with your attorney concerning all federal, state, and local laws and ordinances that may affect your Restaurant's operation

ITEM 2 BUSINESS EXPERIENCE

President and CEO John Metz

Mr Metz has been our CEO and President since March 2016 Mr Metz was Chairman of our Board of Directors since our inception in December 2008 to March 2016 Mr Metz also is President of RREMC, LLC (and has been since May 2002), President of RREMC Restaurants, LLC (and has been since January 2006), and President of Continuum Courtyards, LLC (and has been since August 2006) These companies, and affiliates of these companies own, operate and/or manage restaurants and hotels, including Denny's, Hampton Inn, Fairfield Inn, and senior living facilities In addition, Mr Metz is President of RREMC IV, LLC, a franchisee of Dairy Queen The principal offices of these companies are or were in West Palm Beach, Florida

Vice Chairman Martin J O'Dowd

Mr O'Dowd has been our Vice Chairman since March 2016 and was our President from July 2009 until March 2016

BTW Brand Development Officer and Acting Division President Brooksy L Smith

Mr Smith has been our BTW Brand Development Officer and Acting Division President since March 2016 Mr Smith has been a consultant for Big Fish Brands, LLC since 2008 in Houston, Texas

Franchise Sales Representative Michele Shoshan

Ms Shoshan has been our franchise sales representative since February 2017 From November 2013 to November 2014, she was employed in membership sales at Sam's Club From June 2011 to February 2013 she was employed by Signature Butter as general manager in Jupiter, Florida

Director of Construction Anthony Baroud

Mr Baroud has been our Director of Construction since January 2017 From December, 2016 to January 2017, he was an Area Developer for Tilted Kilt in Chicago, Illinois From January 2013 to March 2015, Mr Baroud was Chief Technology Officer for American Cannabis in Chicago, Illinois Since 1998, Mr Baroud has been a general contractor with Baroud Development Group in Chicago, Illinois

Area Director Mike Patch

Mr Patch has been an Area Director with H&P Wings, LLC since March 2007 for Puerto Rico Mr Patch is located in Jupiter, Florida

Area Director Glenn Gustafsson

Mr Gustafsson has been an Area Director with 4 Gus Development, Inc since January 2015 for areas of Maryland, Virginia and the District of Columbia and was an Area Director with Chitowngus, LLC from December 2010 to January 2015 for same areas Mr Gustafsson is located in Bel Air, Maryland

Area Director Dominick R Voso

Mr Voso has been an Area Director for us since November 2016 for areas of Illinois and Indiana, operating through his company Cat 5 Development, LLC and based in Chicago, Illinois From January 2012 through December 2016, Mr Voso was Chief Executive Officer of Pursuit Beverage Company, LLC, located in Lake Zurich, Illinois

Area Director Yogesh Dave

Mr Dave has been the managing member for BTW Restaurant of NJ LLC and managing member of Dave Development LLC since October 2016 He has also been managing member of AQSR Foods NC LLC, managing member of AQSR Foods MO LLC, and managing member of AQSR Foods FL LLC, since February 2017 Mr Dave has been an Area Director through his companies since October 2016 for areas of New Jersey and since January 2017 for areas of North Carolina, Missouri and Florida All of these companies are based in Totowa, New Jersey From prior to 2012 through January 2016, Mr Dave was a development agent for Subway Development Co in Totowa, New Jersey

Note The foregoing is a list of directors, trustees, general partners, principal officers, and any other individuals who have management responsibility for the sale or operation of the franchises described in this disclosure document The principal occupation and business experience of each during the last five years, including the names and location of prior employers, are indicated below Unless otherwise indicated, the location of the employer is West Palm Beach, Florida

ITEM 3 LITIGATION

Michael Grodi v Hurricane Brand Holdings, LLC, Michael Matakaetis, Spiro Laskaris and Howard E Googe, Case No 08-2230 CA, Circuit Court of the 19th Judicial Circuit for Martin County, Florida, filed September 23, 2008 The plaintiff, Michael Grodi, is a former officer of HBH, the predecessor Mr Grodi sued HBH and three of its officers or former officers, and alleged that the defendants, through fraud, misrepresentation, and a conspiracy to defraud, fraudulently induced Mr Grodi to terminate his employment with HBH Mr Grodi has sought compensatory, consequential, and actual damages, rescission damages, and reasonable attorneys' fees and costs According to the court records, the case was settled in September 2009 during mediation

Texas Family Wings, LLC v Hurricane AMT, LLC, Case No 2015CA004376, Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, filed April 16, 2015 After we sent a notice of termination to Texas Family Wings, LLC, a former area director of ours, for failing to have the required number of Restaurants open and operating, Texas Family Wings filed suit for damages alleging among other things, fraudulent inducement and violation of Florida's Deceptive and Unfair Trade Practices Act We have filed an answer and motion to dismiss, and this case is now awaiting a trial date

4 Sands, LLC and Dawn M Swineford v Hurricane AMT, LLC, Hurricane Wings Management of Royal Palm Beach, LLC, John C Metz, Martin J O'Dowd and Kevin C Kruse, Case No 15-2016-CA-00930, Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, a third party complaint filed January 20, 2017 The Third Party Plaintiff, 4 Sands, is a former franchisee of ours and Dawn M Swineford is the owner of 4 Sands The Third Party Plaintiffs allege that we and the other defendants violated the Florida Franchise Act, the Florida Deceptive and Unfair Trade Practices Act, and engaged in negligent misrepresentation in connection with the acquisition of a Hurricane Grill & Wings restaurant located in Royal Palm Beach, Florida We have filed a motion to dismiss

Other than these actions, no litigation is required to be disclosed in this Item

ITEM 4 BANKRUPTCY

Since 1997, John Metz, our Chairman, President and CEO, has owned, managed, and/or operated companies whose purpose, or a principal purpose of which, is to acquire distressed debt, distressed assets (which may include, among other things, real estate, intellectual property, or operating businesses) or debtors-in-possession, and then restructure the business, operate the business, and possibly sell the assets in the future In connection with these operations, one or more of these companies have acquired businesses or assets that were operating under bankruptcy protection and/or were eventually put under the operation or control of a trustee in bankruptcy, and/or sold in a Chapter 11 liquidation In some cases Mr Metz's company was a creditor that acquired the distressed assets, prior to any actions involving bankruptcy or insolvency actions The following is a list of cases, with case names and case numbers in which Mr Metz's company was involved, even though Mr Metz's companies may not have filed a bankruptcy petition as a debtor or obtained a discharge of debts under the Bankruptcy Code

In re Continuum Care Corporation, Case No 04-34652-PGH, United States Bankruptcy Court for the Southern District of Florida Mr Metz was on the board of directors of, and eventually was the president of the debtor, a non-profit health care company On October 8, 2004, the debtor filed a voluntary petition for bankruptcy under Chapter 11 of the United States Bankruptcy Code in order to restructure the company's debt Mr Metz ran the company for about two years Mr Metz was unable to confirm his plan of reorganization A Chapter 11 trustee was appointed, and the company's assets were sold in a Chapter 11 liquidation This case closed on May 2, 2014

In re RTA, LLC, et al , Case No 04-53391-RBK, United States Bankruptcy Court for the Western District of Texas On June 11, 2004, the debtor and its affiliated companies filed a voluntary petition for bankruptcy under Chapter 11 of the United State Bankruptcy Code Mr Metz's company, RREMC II B, LLC, acquired RTA, LLC while it was the debtor-in-possession that was operating five Bennigan's restaurants Mr Metz put forth a plan of reorganization, and the re-organization of the company was eventually approved by the court on February 17, 2006 RREMC II B was sold on November 4, 2008, and the case was closed on July 2, 2010

In re Roadhouse Grill, Inc , Case No 07-18410-PGH, United States Bankruptcy Court for the Southern District of Florida, In re RHG Acquisition Corp , Case No 07-18414-PGH, United States Bankruptcy Court for the Southern District of Florida These two cases were both filed on October 8, 2007, under Chapter 11 of the United States Bankruptcy Code A company controlled by Mr Metz, Steakhouse, LLC (in which Mr Metz owned a 51% interest), owned a controlling interest in (approximately 75% of) Willy's Roadhouse Grill, LLC, which acquired a controlling interest in RHG Acquisition Corp , which acquired a controlling interest in (approximately 85% of) Roadhouse Grill, Inc , a public company, which at that time owned 38 Roadhouse Grill restaurants that were then in operation Mr Metz became president of the debtor, Roadhouse Grill, Inc after the acquisition After the bankruptcy filing, the number of operating units was reduced to 23 Mr Metz was unable to reach an agreement with the creditors committee, and Mr Metz resigned as president in mid-April 2008 On May 14, 2008, both cases were converted to Chapter 7 liquidation proceedings The business operated until the Chapter 7 conversion in May 2008, and the business ceased operations in May 2008 A Chapter 7 trustee has been appointed and the case is still pending On August 24, 2016, Case No 07-18414-PGH was closed Case No 07-18410-PGH is still pending

Our Vice-Chairman, Martin J O'Dowd, filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U S Bankruptcy Code on August 11, 2009 (Case No 09-81033-jem, United States Bankruptcy Court for the Northern District of Georgia) Mr O'Dowd was granted a discharge on July 7, 2011

One of our Area Directors, Dominick R Voso, filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U S Bankruptcy Code on October 31, 2012 (Case No 12-43429, United States Bankruptcy Court for the Northern District of Illinois) Mr Voso was granted a discharge on March 6, 2013

Other than these bankruptcies, no bankruptcy information is required to be disclosed in this Item

ITEM 5 INITIAL FEES

Franchise Fee

The Franchise Fee is $35,000 and must be paid to us when you sign the Franchise Agreement The Franchise Fee is a one-time, lump sum payment If you are developing the Restaurant under a Development Agreement, we will credit a portion of the Development Fee against the Franchise Fee, as explained below The Franchise Fee is fully earned by us when paid and it is not refundable Except as described in this Item 5, the Franchise Fee is uniform

The initial franchise fees actually paid during our last complete fiscal year ranged from a low of $25,000 to a high of $35,000

Additional Opening/ Operations Assistance, or Additional Training

We provide assistance around the beginning of operations in the form of one senior trainer If you need additional assistance, if you request additional assistance, or if you need additional or supplemental training, you must pay for air travel, lodging, ground transportation, meals and per diem compensation for each member of the opening team besides the senior trainer The per diem compensation for each additional trainer is $135 The travel, meals and lodging costs depend on your location

Development Fee

If you enter into a Development Agreement, when you sign that Agreement, you must pay us a Development Fee equal to $35,000 for the first Restaurant that you agree to develop, and $17,500 for each additional Restaurant that you agree to develop The Development Fee is a one-time, lump sum payment For the first Restaurant that you open under the Development Agreement, we will credit $35,000 of the Development Fee against the Franchise Fee for that Restaurant For each additional Restaurant, we will credit $17,500 of the Development Fee against the Franchise Fee for the applicable Restaurant The Development Fee is not refundable and is paid in consideration of administrative and other expenses incurred by us The Development Fee is uniformly applied to all developers

ITEM 6 OTHER FEES

Type of Fee[1]	**Amount**	**Due Date**	**Remarks**
Royalty Fee	5% of Adjusted Gross Sales[2]	Payable weekly, on Monday for Adjusted Gross Sales for week ending preceding Sunday	See definition of Adjusted Gross Sales [2] (Section 6B(1))

All citations of Section numbers throughout this Franchise Disclosure Document refer to the Franchise Agreement attached as Exhibit C

Type of Fee[1]	Amount	Due Date	Remarks
Brand Building Fund Contribution	An amount not to exceed 3% of Adjusted Gross Sales Currently, the amount is 2 5% of Adjusted Gross Sales	Same as Royalty Fee	Contributions are currently assessed (Section 9C) The Brand Building Fund Contribution may be increased to 3% of Adjusted Gross Sales We may require marketing funds to be used in Cooperative Advertising (Section 9D) You must participate in and make additional payments to the Fund for advertising, marketing, and promotional programs that are targeted to multiple Restaurants located in a common market or geographic region if at least 2/3 of the Restaurants that are located in the market or region vote for, or approve the additional payments The voting is 1 vote per Restaurant (Section 9C)
Local Advertising	At least 1% of Adjusted Gross Sales	Monthly	You pay these amounts directly to third parties subject to our approval of the advertising materials (Section 9B) We may require Local Advertising expenditures to be used in Cooperative Advertising (Section 9D) Your expenditures for Local Advertising are in addition to required Brand Building Fund Contributions, telephone directory advertising (described in this ITEM 6) and required Grand Opening Advertising expenditures (described in this ITEM 7) Further information about all of our advertising programs is also included in ITEM 11
Cooperative Advertising	If established, the amount set by the Cooperative Advertising program	As directed	We may establish and administer a Cooperative Advertising program within your regional marketing area Any or all of the Brand Building Fund Contributions plus any or all of required Local Advertising may be re-designated for Cooperative Advertising (Section 9D)
Grand Opening Advertising	$15,000	As incurred	During the first 3 months of operation, you must spend this amount on local advertisement and promotion of the Restaurant These expenditures are in addition to any Local Advertising expenditures and Brand Building Fund Contributions (Section 9A) Typically, these amounts are paid to third parties

Type of Fee[1]	Amount	Due Date	Remarks
Lease Review Fee	$1,000	At time you submit your lease to us for review	We may review your lease as to issues related to operation of the Restaurant, compliance with System standards, and matters of importance to the Company, and not to evaluate legal, financial or business terms
Audit Expenses[3]	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit shows you have an understatement in amounts due of at least 2% (Section 11B)
Late Fees	1 5% per month or the highest rate allowed by law, whichever is less	Upon demand	Applies to all overdue Royalty Fees, Brand Building Fund Contributions and other amounts due to us (Section 6D)
Check and electronic payment return fees and late submission of reports	$100 per transaction	Upon occurrence	Applies if any payment by you is not paid to us or if you are late in submitting any required reports (Section 6F)
Approval of Products or Suppliers[4]	Varies, but will include all expenses	Time of evaluation	Applies to our evaluation of new suppliers you wish to purchase from or products you wish to purchase (Section 8D)
Non-compliance Fee	$1,000 for second violation in 12 month period, $2,000 for third violation and $4,000 for each additional violation	As incurred	If, after we notify you of a failure to comply, you continue to fail to comply with the System standards, we may charge you a fee
Insurance Policies	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you (Section 12)
Transfer Fee – Franchise Agreement	$15,000	Time of transfer	One-half of the transfer fee is paid when you notify us of your intent to transfer, and the balance is paid at closing

Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee – Development Agreement	$15,000	Time of Transfer	One-half of the transfer fee is paid when you notify us of your intent to transfer, and the balance is paid at closing See Section 12D of the Development Agreement
Renewal Fee	$12,500	When you sign the renewal franchise agreement	
Relocation Assistance	Costs of providing relocation assistance	Time of assistance	We will charge you for relocation assistance if you request it and we agree to provide it
Additional Person at Initial Training	$1,200 per person, per training program	Time of service	We provide initial training to you and three additional people for an HGW Restaurant and for a total of 3 people for a BTW Restaurant If you desire to have additional individuals trained, you must pay the training fee for each additional person You must pay our expenses and your expenses as well as your employees' expenses in attending (Section 4A)
Substitute or New Manager Training	Rates as published in the Manual, currently, $1,200 for the initial training program, plus our expenses and your expenses as well as your employees' expenses in attending	Time of training	If your Designated Manager does not satisfactorily complete our initial training program (or if you replace your Designated Manager), a substitute (or your replacement manager) must complete our initial training program We may charge you for additional training (Section 4A) (See "Additional Opening/Operating Assistance" in this table)
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations if we prevail (Section 19E)
Indemnification	All costs including reasonable attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Restaurant (Section 18D)

NOTES

[1] Unless otherwise specified, all fees are imposed and collected by and payable to us If your Restaurant is located in an area that is serviced by an Area Director, we may pay a portion of the Royalty Fee to the Area Director as compensation for his/her/its services All fees are non-refundable Generally, all fees are uniformly imposed on our franchisees, however, in certain unique circumstances, we may reduce or waive a fee for a particular franchisee for a limited period of time

[2] Adjusted Gross Sales include all revenue from the sale of all services and products (including the sale of food and merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, including, but not limited to, such off-premises services as catering (but only with our prior written approval) and delivery) and all other income of every kind and nature including all proceeds from business interruption insurance (including stored gift value cards and gift certificates when purchased but not when redeemed) related to the Restaurant, whether for cash or credit and regardless of collection in the case of credit Adjusted Gross Sales do not include (1) sales taxes or other taxes that you collect from customers for transmittal to the appropriate taxing authority, (2) the sale of food or merchandise for which refunds have been made in good faith to customers, (3) the coupon or discounted value of sales over and above the price paid for products or services, or the value of food provided to employees greater than the actual price paid by employees, (4) the redemption of the stored value cards and gift cards, or (5) the sale of equipment used in the operation of the Restaurant If any law or regulation prohibits us from receiving a percentage royalty fee based on alcoholic beverage revenues, you must pay us a royalty fee on all Adjusted Gross Sales, except alcoholic beverage revenues, in the same dollar amount as would have been paid if you paid a 5% royalty on all Adjusted Gross Sales, including alcoholic beverage revenues

[3] Currently, we do not have sufficient information to provide you an estimate of your costs to reimburse us after an audit that shows an understatement in amounts due us We assume the cost of auditing a Restaurant varies depending on various factors, such as, prevailing auditor's rates in the geographic area where the Restaurant is located, the extent of business activity which is being audited, the condition of the books and records of the Restaurant and the period of time that is being reviewed If you are required to reimburse us the costs of an audit, the reimbursement will not exceed our actual costs

[4] The cost to approve a new supplier or product varies depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, the availability of objective information relating to a particular product or supplier, whether the product or supplier has been rated or reviewed by associations in this or other industries, and other similar factors If you propose a new supplier or product for approval by us, your reimbursement of our costs to review the product or supplier will not exceed our actual costs

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
FOR A HURRICANE GRILL & WINGS RESTAURANT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee[1]	$35,000	Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent[2]	$10,000 - $30,000	As Arranged	Before Beginning Operations	Lessor
Utility Deposits[3]	$3,000 - $10,000	As Arranged	Before Beginning Operations	Utility Companies
Leasehold Improvements[4]	$195,000 - $400,000	As Arranged	Before Beginning Operations	Third Parties, Contractors
Insurance[5]	$3,000-$12,000	As Arranged	Before Beginning Operations	Third Parties, Insurance Companies
Office Equipment and Supplies[6]	$1,000 - $3,000	As Arranged	Before Beginning Operations	Third Parties
Training[7]	$40,000 - $60,000	As Arranged	Before Beginning Operations	Us, Your employees, Third Parties including Airlines and Hotels
Signage[8]	$10,000 - $20,000	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Equipment[9]	$100,000 - $275,000	As Arranged	Before Beginning Operations	Third Parties
Initial Inventory[10]	$8,000 - $15,000	As Arranged	Before Beginning Operations	Third Parties
Grand Opening[11]	$15,000	As Arranged	First 3 Months of Operation	Third Parties
Licenses, Liquor & Permits[12]	$5,000 - $15,000	As Arranged	Before Beginning Operations	Licensing Authority

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Legal & Accounting[13]	$5,000 - $8,000	As Arranged	Before Beginning Operations	Attorney, Accountant, Us
Building Permits/ Impact Fees[14]	$2,000 – $20,000	As Arranged	Before Beginning Operations	Local Governmental Agencies
Dues & Subscriptions[15]	$500 - $1,000	As Arranged	Before Beginning Operations	Third Parties
Additional Funds (Initial Period – 3 months)/ Working Capital[16]	$20,000 - $50,000	As Arranged	As Necessary	You Determine
TOTAL[17]	**$452,500 – $969,000**			

Costs paid to us are not refundable Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Restaurant is located As noted in Item 10, we do not offer direct or indirect financing to you for any part of the initial investment

NOTES

1 Development Fee and Franchise Fee The Development Fee (which is $17,500 to $35,000 per Restaurant) and the Franchise Fee are described in greater detail in ITEM 5 of this Franchise Disclosure Document

2 Real Estate/Rent You must lease or otherwise provide a suitable facility for the operation of the Restaurant Typically, a Restaurant will range in size from 2,000 to 4,500 square feet It is difficult to estimate lease acquisition costs, which may vary based upon square footage, cost per square foot and required maintenance costs The estimated cost range includes your costs to enter into a lease agreement including the first month's rent and a security deposit equal to one month's rent Estimated rental costs for an additional 2 months are included with the category "Additional Funds " (see Note 16 below) We cannot estimate the cost to purchase a suitable facility

3 Utility Deposits If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services such as electric, telephone, gas and water The amount of the deposit will vary depending upon the policies of the local utilities You should contact your local utilities for more information

4 Leasehold Improvements You will need to convert an existing facility into a Restaurant, or you will construct improvements of, or "build out," the premises at which you will operate the Restaurant The conversion, construction and/or build-out must be performed in accordance with our standards and specifications These improvements may include, for example, wiring, flooring, sheetrock, plumbing, paint,

HVAC, lighting, millwork, and decor items Costs are likely to vary depending upon the size, location, configuration, installation costs, and overall condition of the premises, and may be much higher, if you already have or wish to establish your Restaurant in an area where special requirements of any kind (e g , historical, architectural, or preservation requirements) will apply You may be able to obtain a leasehold allowance from the landlord covering a portion of the costs of constructing the leasehold improvements Any allowance will be negotiated between you and the landlord If you are able to obtain from the property owner or lessor a leasehold allowance, or even a lease payment abatement, those allowances or benefits should reduce your overall out-of-pocket costs to acquire, build out, and lease space The figures in the chart are based on the actual experiences of our franchisees (as reported to us) and do not reflect allowances from the landlord If you acquire or lease existing retail space that may have operated as a restaurant or as another type of business, the costs for retrofitting the space with the required leasehold improvements may be more (or sometimes less) than the figures in the chart These situations are site-specific and we cannot estimate the costs, a franchisee should evaluate those potential costs for any specific site that might be considered

[5] Insurance You must purchase the type and amount of insurance specified in Section 12 of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or lessor Your cost of insurance may vary based on the size and location of the Restaurant, value of the leasehold improvements, number of employees and other factors

[6] Office Equipment and Supplies You must purchase general office supplies including stationery, business cards and typical office equipment Factors that may affect your cost of office equipment and supplies include local market conditions and competition among suppliers, among other things

[7] Training The cost of initial training for four people is included in the Franchise Fee, but you are responsible for transportation and expenses for meals and lodging while attending training The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose This amount also includes on-site training for your hourly employees by our training team We pay the cost of the lead trainer The cost for any other training personnel is your responsibility The cost of each additional trainer is up to $150 per day plus travel and housing expenses and meals The number of additional trainers sent depends on the size of your Restaurant See ITEM 11 for details regarding our training programs

[8] Signage This range includes the cost of all signage used in the Restaurant The signage requirements and costs may vary based upon the size and location of the Restaurant, local zoning requirements, landlord requirements and local wage rates for installation, among other things

[9] Furniture, Fixtures & Equipment You must purchase or lease and install fixtures, tables and chairs, equipment, POS system, camera system, audio & visual equipment and decor necessary to operate your Restaurant The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the Restaurant, suppliers and other related factors The figures in the table are for purchasing the furniture, fixtures, and equipment

[10] Initial Inventory You will be required to purchase an initial supply of approved food and beverage products The cost will vary based upon the size and location of the Restaurant, time of season, competition among suppliers and other related factors

[11] Grand Opening You must spend at least $15,000 on Grand Opening Advertising during the first 3 months you operate the Business You may choose to spend more See ITEM 11 Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the Restaurant, time of year and customer demographics in the surrounding area

12 Licenses & Permits State and local government agencies typically charge fees for operating licenses, health permits and licenses for serving food and beverages The fees vary by jurisdiction Fees to obtain alcoholic beverage licenses vary as well, and there may be significant differences in costs, timing, and additional fees from jurisdiction to jurisdiction The figures in the chart are estimates Your actual costs may vary from the estimates based on the requirements of state and local government agencies

13 Legal & Accounting You should employ an attorney, an accountant and other consultants to assist you in establishing your Restaurant and reviewing the agreements These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants

14 Building Permits/Impact Fees You will likely have to obtain construction or building permits for the remodeling of the Restaurant's facility and you may have to pay impact fees depending on the policies of local governmental agencies and your landlord Impact fees are often paid by the landlord

15 Dues and Subscriptions You must purchase subscriptions to an approved satellite radio and TV system

16 Additional Funds/Working Capital (Initial Period) This is an estimate of the net funds needed to cover business expenses during the initial period (which we consider to be the first 3 months) of operation of the Restaurant To the extent that operational revenues do not cover these expenses, you will need additional funds to support the operational costs of your business, including such expenses as rent, leases, payroll, utilities, insurance, taxes, loan payments, advertising, supplies, inventory, and other expenses The amount of additional funds you will need will depend upon many factors, including how much you follow the System, your technical, marketing and general business skills, local economic conditions, the local market for the Franchised Restaurant, competition, local cost factors, and the sales levels you achieve There is no guarantee that the working capital estimate will be adequate or that additional investment by you will not be necessary during the initial period and afterwards You may need additional funds and you should consult with your financial advisor to determine the amount of working capital that you should invest

17 Total In compiling this chart, we relied on our and our executives' combined industry experience in operating Hurricane Grill & Wings Restaurants, as well as information we have received from our franchisees The amounts shown are estimates only and may vary for many reasons including the size of your Restaurant, the capabilities of your management team, where you locate your Restaurant and your business experience and acumen You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Restaurant

YOUR ESTIMATED INITIAL INVESTMENT
FOR A HURRICANE BTW RESTAURANT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee[1]	$35,000	Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent[2]	$5,000 - $12,000	As Arranged	Before Beginning Operations	Lessor

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Utility Deposits[3]	$3,000 - $10,000	As Arranged	Before Beginning Operations	Utility Companies
Leasehold Improvements[4]	$87,500 - $179,500	As Arranged	Before Beginning Operations	Third Parties, Contractors
Insurance[5]	$2,000-$5,000	As Arranged	Before Beginning Operations	Third Parties, Insurance Companies
Office Equipment and Supplies[6]	$500 - $3,000	As Arranged	Before Beginning Operations	Third Parties
Training[7]	$14,500 - $22,500	As Arranged	Before Beginning Operations	Us, Your employees, Third Parties including Airlines and Hotels
Signage[8]	$3,500 - $7,500	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Equipment[9]	$37,300 - $105,500	As Arranged	Before Beginning Operations	Third Parties
Initial Inventory[10]	$5,000 - $11,000	As Arranged	Before Beginning Operations	Third Parties
Grand Opening[11]	$15,000	As Arranged	First 3 Months of Operation	Third Parties
Licenses, Liquor & Permits[12]	$2,000 - $15,000	As Arranged	Before Beginning Operations	Licensing Authority
Legal & Accounting[13]	$2,500 - $7,000	As Arranged	Before Beginning Operations	Attorney, Accountant, Us
Building Permits/ Impact Fees[14]	$2,000 – $10,000	As Arranged	Before Beginning Operations	Local Governmental Agencies
Dues & Subscriptions[15]	$500 - $1,000	As Arranged	Before Beginning Operations	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Additional Funds(Initial Period – 3 months)/ Working Capital[16]	$10,000 - $30,000	As Arranged	As Necessary	You Determine
TOTAL[17]	**$225,300 – $469,000**			

Costs paid to us are not refundable Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Restaurant is located As noted in Item 10, we do not offer direct or indirect financing to you for any part of the initial investment

<u>NOTES</u>

[1] <u>Development Fee and Franchise Fee</u> The Development Fee (which is $17,500 to $35,000 per Restaurant) and the Franchise Fee are described in greater detail in ITEM 5 of this Franchise Disclosure Document

[2] <u>Real Estate/Rent</u> You must lease or otherwise provide a suitable facility for the operation of the Restaurant Typically, a Restaurant will range in size from 1,400 to 2,000 square feet It is difficult to estimate lease acquisition costs, which may vary based upon square footage, cost per square foot and required maintenance costs The estimated cost range includes the costs to rent the facility for one month and your costs to enter into a lease agreement including the first month's rent and a security deposit equal to one month's rent Estimated rental costs for an additional 2 months are included with the category "Additional Funds " (see Note 16 below) We cannot estimate the cost to purchase a suitable facility

[3] <u>Utility Deposits</u> If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services such as electric, telephone, gas and water The amount of the deposit will vary depending upon the policies of the local utilities You should contact your local utilities for more information

[4] <u>Leasehold Improvements</u> You will need to convert an existing facility into a Restaurant, or you will construct improvements of, or "build out," the premises at which you will operate the Restaurant The conversion, construction and/or build-out must be performed in accordance with our standards and specifications These improvements may include, for example, wiring, flooring, sheetrock, plumbing, paint, HVAC, lighting, millwork, and decor items Costs are likely to vary depending upon the size, location, configuration, installation costs, and overall condition of the premises, and may be much higher, if you already have or wish to establish your Restaurant in an area where special requirements of any kind (e g , historical, architectural, or preservation requirements) will apply You may be able to obtain a leasehold allowance from the landlord covering a portion of the costs of constructing the leasehold improvements Any allowance will be negotiated between you and the landlord If you are able to obtain from the property owner or lessor a leasehold allowance, or even a lease payment abatement, those allowances or benefits should reduce your overall out-of-pocket costs to acquire, build out, and lease space The figures in the chart are based on the

actual experiences of our franchisees (as reported to us) and do not reflect allowances from the landlord If you acquire or lease existing retail space that may have operated as a restaurant or as another type of business, the costs for retrofitting the space with the required leasehold improvements may be more (or sometimes less) than the figures in the chart These situations are site-specific and we cannot estimate the costs, a franchisee should evaluate those potential costs for any specific site that might be considered

5 Insurance You must purchase the type and amount of insurance specified in Section 12 of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or lessor Your cost of insurance may vary based on the size and location of the Restaurant, value of the leasehold improvements, number of employees and other factors

6 Office Equipment and Supplies You must purchase general office supplies including stationery, business cards and typical office equipment Factors that may affect your cost of office equipment and supplies include local market conditions and competition among suppliers, among other things

7 Training The cost of initial training for three people is included in the Franchise Fee, but you are responsible for transportation and expenses for meals and lodging while attending training The total cost will vary depending on how far you travel and the type of accommodations you choose This amount also includes on-site training for your hourly employees by our training team We pay the cost of the lead trainer The cost for any other training personnel is your responsibility The cost of each additional trainer is up to $150 per day plus travel and housing expenses and meals The number of additional trainers sent depends on the size of your Restaurant See ITEM 11 for details regarding our training programs

8 Signage This range includes the cost of all signage used in the Restaurant The signage requirements and costs may vary based upon the size and location of the Restaurant, local zoning requirements, landlord requirements and local wage rates for installation, among other things

9 Furniture, Fixtures & Equipment You must purchase or lease and install fixtures, tables and chairs, equipment (including the cash register), POS system, camera system, audio & visual equipment and decor necessary to operate your Restaurant The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the Restaurant, suppliers and other related factors The figures in the table are for purchasing the furniture, fixtures, and equipment

10 Initial Inventory You will be required to purchase an initial supply of approved food and beverage products The cost will vary based upon the size and location of the Restaurant, time of season, competition among suppliers and other related factors

11 Grand Opening You must spend at least $15,000 on Grand Opening Advertising during the first 3 months you operate the Business You may choose to spend more See ITEM 11 Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the Restaurant, time of year and customer demographics in the surrounding area

12 Licenses & Permits State and local government agencies typically charge fees for operating licenses, health permits and licenses for serving food and beverages The fees vary by jurisdiction Fees to obtain alcoholic beverage licenses vary as well, and there may be significant differences in costs, timing, and additional fees from jurisdiction to jurisdiction The figures in the chart are estimates Your actual costs may vary from the estimates based on the requirements of state and local government agencies

13 Legal & Accounting You should employ an attorney, an accountant and other consultants to assist you in establishing your Restaurant and reviewing the agreements These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants

14 Building Permits/Impact Fees You will likely have to obtain construction or building permits for the remodeling of the Restaurant's facility and you may have to pay impact fees depending on the policies of local governmental agencies

15 Dues and Subscriptions You must purchase subscriptions to an approved satellite radio and TV system

16 Additional Funds/Working Capital (Initial Period) This is an estimate of the net funds needed to cover business expenses during the initial period (which we consider to be the first 3 months) of operation of the Restaurant To the extent that operational revenues do not cover these expenses, you will need additional funds to support the operational costs of your business, including such expenses as rent, leases, payroll, utilities, insurance, taxes, loan payments, advertising, supplies, inventory, and other expenses The amount of additional funds you will need will depend upon many factors, including how much you follow the System, your technical, marketing and general business skills, local economic conditions, the local market for the Franchised Restaurant, competition, local cost factors, and the sales levels you achieve There is no guarantee that the working capital estimate will be adequate or that additional investment by you will not be necessary during the initial period and afterwards You may need additional funds and you should consult with your financial advisor to determine the amount of working capital that you should invest

17 Total In compiling this chart, we relied on our and our executives' combined industry experience in operating Hurricane Grill & Wings Restaurants The amounts shown are estimates only and may vary for many reasons including the size of your Restaurant, the capabilities of your management team, where you locate your Restaurant and your business experience and acumen You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Restaurant

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you are not required to purchase or lease products or services from us, our affiliates, or suppliers approved by us or under our specifications

Specifications

You must remodel, furnish and equip the Restaurant according to our standards and specifications Many of the products, supplies and services needed in connection with establishing your Restaurant must meet our specifications for appearance, quality, performance and functionality, among other things Additionally, some of the products, supplies and services needed in connection with the ongoing operation of your Restaurant, such as food, beverage, packaging, advertising materials, stationery, and business insurance, for example, must meet our specifications for appearance, quality, performance or functionality, among other things We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you We formulate and modify our specifications for products, supplies and services based upon our and our affiliates' industry knowledge and experience

Approved Suppliers

We will provide you, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the food and beverage products, paper goods and other supplies, signs, equipment and other approved or specified items and services, and we may issue revisions to the list If we or an affiliate are an Approved Supplier, you will sign a standard form purchase or supply agreement for the items to be supplied by us or our affiliate Currently, neither we nor our affiliates are Approved Suppliers of products, supplies or services for our franchisees None of our officers owns any interest in any Approved Supplier We do not receive any material benefits from the Approved Suppliers

If you desire to use any services or products that we have not approved (for services and products that require supplier approval), you will first send us sufficient information, specifications and samples for us to determine whether the service or product complies with our standards and specifications or whether the supplier meets our Approved Supplier criteria You will bear all expenses incurred by us in connection with determining whether we will approve an item, service or supplier We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease such items or services or from such supplier Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product, quality of products or services at competitive prices, production and delivery capability, and dependability and general reputation

Computer/Point-of-Sale System/Information Technology

You are required to purchase and use the point-of-sale system and computer hardware and software described in the Operations Manual We do not derive revenue as a result of the point-of-sale system or computer hardware and software You must, at all times and at your expense, maintain an e-mail address and account for communicating with us You must comply with our standards and requirements for email, communications, information technology and other technology systems that we may develop, implement and/or require you to acquire and use at the Restaurant and/or in your operations

Insurance

You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance specified in Section 12 of the Franchise Agreement, as further described in the Operations Manual This is in addition to any other insurance that may be required by applicable law, any lender or lessor Currently, the types of coverages that you will need to obtain include the following (1) comprehensive general liability insurance, (2) business automobile liability insurance, (3) statutory workers' compensation insurance and employer's liability insurance, (4) commercial umbrella liability insurance, (5) property insurance, (6) products liability insurance and liquor liability insurance, and (7) any other insurance coverage that is required by federal, state, or municipal law Your insurance policies must name us as an additional insured and/or loss payee We do not derive revenue as a result of your purchase of insurance

Miscellaneous

Currently, there are no purchasing or distribution cooperatives, however, we reserve the right to create such cooperatives We may negotiate purchase agreements, including group rates and price terms with suppliers, for purchases of equipment and supplies (including print materials and merchandise) necessary for the operation of the Restaurant Presently, there are supply agreements in effect and you will be required to purchase approved supplies from approved distributors These include suppliers of food and beverage products, the POS system, equipment, and services We may collect and retain certain manufacturing allowances, marketing allowances, rebates, credits, monies, payments and benefits (collectively, "**Allowances**") offered to us or to our affiliates by manufacturers, suppliers and distributors based upon your purchases of products and other goods and services These Allowances are or will be based on System-wide purchases of advertising, food, equipment, supplies, paper goods, merchandise and other items We did not have any Allowances in 2016 Any Allowances we received (except the "Placement Fees" described below) were contributed to the Brand Building Fund, paid back to franchisees in the form of pro rata rebates, or used by us for brand enhancements and other activities related to promoting the brand (such as image development, public relations, a secret shopper program, etc) In the future, we expect that Allowances may vary from supplier to supplier, and from product to product We expect that in 2017 any Allowances we receive (except the "Placement Fees" described below) will be contributed to the Brand Building Fund, paid back to franchisees in the form of pro rata rebates, or used by us for brand enhancements and other activities related to promoting the brand (such as image development, public relations, a secret shopper program, etc) It is our present intention to contribute at least a portion of any future Allowances to the Brand Building Fund or use these monies in a manner that we believe will be in the interest of promoting or enhancing the Hurricane Grill & Wings and Hurricane BTW brands, including, for example, promotions, merchandising, and menu and product developments In addition to the Allowances described above, we may also receive fees or payments from one or more suppliers as consideration for negotiating deals with suppliers and/or designating a supplier as an approved supplier or as the sole approved supplier for a particular product or service ("**Placement Fee**") During 2016 we did not receive any Placement Fees During fiscal year 2016, we did not receive any revenues from sales of products or services to franchisees

We estimate that approximately 80% to 90% of your expenditures for leases and purchases in establishing your Restaurant will be for goods and services that must be purchased either from us, our affiliates or an Approved Supplier, or in accordance with our standards and specifications We estimate that approximately 80% to 90% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our affiliates, Approved Suppliers or in accordance with our standards and specifications

We do not provide material benefits to you (such as renewal rights or the right to open additional Restaurants) based on whether you purchase through the sources we designate or approve, however, purchases of unapproved products or purchases from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and the Development Agreement It will help you find more detailed information about your obligations in these agreements and in other Items of this Franchise Disclosure Document

Obligation		Section In Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
a	Site selection and acquisition/lease	FA Section 3 DA Section 5	ITEMS 11 and 12
b	Pre-opening purchases/leases	FA Sections 3 and 8 DA Not Applicable	ITEMS 7 and 8
c	Site development and other pre-opening requirements	FA Sections 3 and 4 DA Section 5	ITEMS 7, 8 and 11

	Obligation	Section In Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
d	Initial and ongoing training	FA Section 4 DA Not Applicable	ITEMS 6, 7 and 11
e	Opening	FA Section 4 DA Section 5	ITEM 11
f	Fees	FA Sections 6, 9, 10, 13 and 14 DA Sections 6 and 12	ITEMS 5, 6 and 7
g	Compliance with standards and policies/Operating Manual	FA Sections 4, 8, 9, 11 and 12 DA Section 5	ITEMS 8 and 16
h	Trademarks and proprietary information	FA Sections 5, 7 and 17 DA Sections 8, 9 and 13	ITEMS 13 and 14
i	Restrictions on products/services offered	FA Sections 4 and 8 DA Not Applicable	ITEMS 8 and 16
j	Warranty and customer service requirements	FA Section 8 DA Not Applicable	ITEM 16
k	Territorial development and sales quotas	FA Not Applicable DA Section 4 and Exhibits A and B	ITEM 12
l	Ongoing product/service purchases	FA Section 8 DA Not Applicable	ITEMS 8 and 11
m	Maintenance, appearance and remodeling requirements	FA Section 8 DA Not Applicable	ITEM 6
n	Insurance	FA Section 12 DA Not Applicable	ITEMS 6, 7 and 8
o	Advertising	FA Section 9 DA Not Applicable	ITEMS 6 and 11

	Obligation	Section In Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
p	Indemnification	FA Sections 5 and 18 DA Section 14	ITEM 6
q	Owner's participation/management/ staffing	FA Section 17 DA Section 7	ITEM 15
r	Records and reports	FA Section 10 DA Not Applicable	ITEM 11
s	Inspections and audits	FA Section 11 DA Not Applicable	ITEMS 6, 11 and 13
t	Transfer	FA Section 13 DA Section 12	ITEM 17
u	Renewal	FA Section 14 DA Section 4	ITEM 17
v	Post-termination obligations	FA Sections 16 and 17 and Exhibit E DA Section 9	ITEM 17
w	Non-competition covenants	FA Sections 17, and Exhibit E DA Section 13	ITEM 17
x	Dispute resolution	FA Section 19 DA Section 15	ITEM 17

ITEM 10 FINANCING

We indirectly offer financing to qualified franchisees The following financing programs are currently available to you, if you meet the credit requirements of the Lender The Lender has final discretion to determine whether you are credit worthy and otherwise qualify for the financing FranFund, Inc ("FRANFUND") offers financing for your initial franchise fee, construction costs, real estate improvements, fixtures, furniture, computers and signs At its sole discretion, FRANFUND may offer you financing for other items associated with your franchise The financing will be in the form of a loan The amount of financing will vary depending on your costs but typically FRANFUND may loan an amount ranging from 70% to 90% of the total amount of the project

The interest factor in the loan will be tied to prevailing conditions, your individual credit history, personal financial condition and other underwriting criteria determined at the sole discretion of FRANFUND Currently, the interest factor will equate to an APR of 7 75% to 11 5%, however, this may be subject to change, based on anticipated changes to the Prime Rate, pursuant to Federal Reserve Policy You will be required to make monthly payments and the term of the loan will typically be 84 months but can range from 24 to 84 months , FRANFUND takes a security interest in all of the equipment and assets of your franchise location The principals of the franchisee and their spouses must personally guaranty the loan The loan is non-cancelable and all payments must be made, however you may request an early termination of the loan, which may be granted at FRANFUND's option, provided you have met all of the obligations under the loan FRANFUND will not unreasonably withhold your right to terminate the contract early Late payments are subject to a late charge of 10% of the monthly payment If you default under a loan, you may be immediately liable for all future payments, less the net proceeds from any disposition of the assets You will also be responsible for all costs of collection, including reasonable attorney fees If you default under a loan agreement, you may be immediately liable for the remaining balance of the loan plus accrued interest and for all costs of collection, including reasonable attorneys' fees Also, FRANFUND may repossess the secured assets You should understand that a default under the loan may lead to the termination of your franchise rights, property lease and/or sublease In the loan agreements, you waive certain notices and any defenses to your obligations to FRANFUND You also waive trial by jury and agree to application of Texas law and to jurisdiction of the courts in Tarrant County, State of Texas FRANFUND has and may in the future sell, assign, syndicate and\or discount its leases or loans to a third party If your loan is assigned, you may lose any defenses you have as a result of the assignment Specimen copies of the FRANFUND Loan Agreement and related documents, as of the date of this Franchise Disclosure Document, are attached as Exhibit F While we do guarantee a portion of the loans made by this lender, we do not receive any compensation for placing the financing with the lender

Whether, and on what terms, you can obtain financing from this lender or any other third party will depend on a variety of factors, including your own creditworthiness, the type of security you can offer, the policies of lending institutions, and the availability and cost of commercial credit generally You may not be able to obtain a loan

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance

Before the Restaurant Opens

Before you open the Restaurant

1 We will designate your Territory as further described in ITEM 12 (Franchise Agreement, Section 2B)

2 If you are a Developer, we will designate your Development Territory as further described in ITEM 12 (Development Agreement, Exhibit A)

3 If we have not already accepted a site that you have selected before signing the Franchise Agreement, we will provide you with our criteria for site selection and will accept or reject the site you have selected for the location of the Restaurant (Franchise Agreement, Sections 3A) **We make no representations that your Restaurant will be profitable or successful by being located at the Accepted Location Any acceptance is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience**

4 We may review and approve your lease or purchase agreement for the site of the Accepted Location (Franchise Agreement, Section 3B) **Our review of your lease or purchase agreement and will be limited to issues related to operation of the Restaurant and compliance with System standards, and we will not review the documents to evaluate legal, financial or business terms Any advice or recommendations we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises**

5 We will provide you with standard plans and specifications for the build-out of the Restaurant along with a list of required equipment and finish materials that you are required to purchase and install (Franchise Agreement, Section 3C)

6 We will provide an initial training program This training is described in detail later in this ITEM (Franchise Agreement, Section 4A)

7 We will provide to you on-site assistance and guidance to assist you with any questions you may have in preparing the Restaurant for opening (Franchise Agreement, Section 4B2)

8 We will provide to you, on loan, one copy of the Hurricane Grill & Wings or Hurricane BTW Restaurant Operations Manual The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit D We have both a printed manual and an electronic manual The printed manual is 36 pages and the electronic manual is 1,706 pages (Franchise Agreement, Section 4C)

<u>Typical Length of Time Before Operation</u>

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a Restaurant is within the time specified in the Contract Data Schedule in the Franchise Agreement This period generally ranges from 9 to 12 months Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures You are required to open your Restaurant and be operational within the time specified in the Franchise Agreement after signing the Franchise Agreement (Franchise Agreement, Sections 3A, 3B, 3C and 3E)

<u>During the Operation of the Restaurant</u>

At and after the opening of the Restaurant

1 We will provide you with opening assistance which will consist of one lead trainer for a period of 21 days If we determine that you need additional assistance, we will provide additional opening assistance as we believe is necessary to effectively open the Restaurant and supplement general operating and management procedures You will pay for the air travel, lodging, ground transportation and per diem compensation for the balance of the opening team other than the lead trainer (Franchise Agreement, Section 4D)

2 We will periodically advise and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods Our guidance is based on our, our affiliates' and our other franchisees' experience in operating Hurricane Grill & Wings Restaurants Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, as well as operational methods, accounting procedures, and marketing and sales strategies (Franchise Agreement, Section 4B)

3 At our discretion, we may make periodic visits to the Restaurant to assist and guide you in various aspects of the operation and management of the Restaurant We may prepare written reports outlining any suggested changes or improvements in the operations of the Restaurant and detail any deficiencies that become evident as a result of any such visit If we prepare a report, you will be provided with a copy (Franchise Agreement, Section 11A)

4 We will make available to you operations assistance and ongoing training as we deem necessary (Franchise Agreement, Sections 4A and 4B)

5 We will approve or disapprove all forms of advertising materials you may use for Local Advertising, Grand Opening Advertising and Cooperative Advertising (Franchise Agreement, Section 9B)

6 We will provide you with modifications to the Manual as they are made available to franchisees (Franchise Agreement, Section 4C)

Advertising and Promotion

1 Each month, you must spend at least 1% of your Adjusted Gross Sales on advertising, promotions and public relations in the local area surrounding the Restaurant You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements (Franchise Agreement, Section 9B)

2 We have developed a System-wide Brand Building Fund and you will be required to contribute up to 3% of your weekly Adjusted Gross Sales to the fund (Franchise Agreement, Section 9C) We will set the exact percentage that you must contribute and we may adjust the percentage periodically We will administer the Brand Building Fund as follows

(a) You will also participate in and make periodic contributions to the fund for advertising, marketing, promotion and other programs that are targeted to promote multiple Restaurants located within a common market or geographic region If 2/3 of the franchisees nationally (regarding national programs) or locally (regarding local or regional programs) agree to pay advertising fees greater than 3% for a certain time or program, then you must also pay the same greater advertising fees, even if you did not agree to make those payments

(b) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements We may use print, television, radio, Internet or other media for advertisements and promotions, which may reach a national, regional or local market We may develop materials and/or conduct advertising and marketing campaigns in-house, but we may use and retain regional and national advertising, marketing, public relations and/or media companies in the future We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Brand Building Fund

(c) We may use your contributions to and earnings from the Brand Building Fund to meet or reimburse us for any cost of maintaining, administering, directing, conducting, creating, and/or otherwise preparing advertising, marketing, public relations and promotional programs and materials, and any other activities that we believe will enhance the image of the System This includes, among other things, the costs of preparing and/or conducting media advertising campaigns, direct mail advertising, marketing surveys and other public relations activities, employing advertising and/or public relations agencies to assist in the creation and placement of advertising, purchasing promotional items, creating menu boards, developing and implementing customer loyalty and gift card programs, the creative development of, and actual production associated with, premium items, give-aways, promotions, contests, public relation events, and charitable or non-profit events, developing new or modified trade dress and marks, point-of-purchase materials, design and photographs, purchasing media space or time (including all associated fees and expenses), administering regional and multi-regional marketing and advertising programs, market research and customer satisfaction surveys, developing and maintaining our Website, developing, implementing and maintaining an electronic commerce website and/or related strategies, maintaining and developing one or more websites devoted to the System, the Marks and/or the "Hurricane Grill & Wings" or the "Hurricane BTW" brand, providing promotional and other marketing materials and services to the Restaurants operated under the System, and the salaries of our employees to the extent such employees provide services in conjunction with System marketing activities The Brand Building Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, and/or advertising and marketing programs, materials and campaigns, approved in advance by us, which products, services, or improvements, and/or advertising and marketing, we will have the right to determine, that we believe will promote general public awareness and favorable support for the System We will have the sole right to decide how the Brand Building Fund creates, places, and pays for consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities, developing and/or hosting an Internet web page of similar activities, employing advertising agencies to assist in the preparation of advertising materials and placement, providing promotional brochures, conducting market research, and providing other marketing materials to franchisees) We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Brand Building Fund We will not use Brand Building Fund Contributions for the direct solicitation of franchise sales

(d) We expect to use all contributions in the fiscal year they are made We will use any interest or other earnings of the Brand Building Fund before we use current contributions We intend for the Brand Building Fund to be perpetual, but we have the right to terminate it if necessary We will not terminate the Brand Building Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis

(e) The Affiliated Restaurants and all Restaurants owned by our affiliates or us will make similar contributions to the Brand Building Fund as required of franchisees

(f) We will have an accounting of the Brand Building Fund prepared each year and we will provide you with a copy if you request it We may require that the annual accounting be reviewed or audited and reported on by an independent certified public accountant at the Brand Building Fund's expense

(g) The Brand Building Fund is not a trust and we assume no fiduciary duty in administering the Brand Building Fund

(h) During 2016, Brand Building Fund monies were spent in the following approximate amounts menus and other print 18%, loyalty programs 17%, restaurant marketing 12%, internet and social media 10%, agency and creative fees 9%, and administrative costs 34%

3 Although we are not obligated to do so, we may create a Cooperative Advertising program for the benefit of all Restaurants located in a particular region We have the right to allocate any portion of the Brand Building Fund to Cooperative Advertising, and collect and designate all or a portion of the Local Advertising for Cooperative Advertising We will determine the geographic territory and market areas for each Cooperative Advertising program You must participate in any Cooperative Advertising program established in your region If a Cooperative Advertising program is established, the Affiliated Restaurants in the region will contribute to that program on the same basis as franchisees If Cooperative Advertising is implemented in a particular region, we may establish an advertising council for franchisees in that region to self-administer the program If we establish a Cooperative Advertising program or programs with or without an advertising council, there are no limits on our rights to change, dissolve or merge such programs and/or councils at any time (Franchise Agreement, Section 9D) The Cooperative Advertising Program may be required to prepare annual financial statements, which will be available for review upon written request

4 During your first 3 months of operation, you must spend at least $15,000 on Grand Opening Advertising, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts At least 45 days prior to opening, you will prepare and submit to us for approval your grand opening plan You will include in the grand opening plan, provisions for a Grand Opening party We will provide you with guidance for conducting Grand Opening Advertising, and we will review and approve the materials you use in your Grand Opening Advertising (Franchise Agreement, Section 9A)

5 Under the Franchise Agreement, you are restricted from establishing a presence on, or marketing using, the Internet in connection with the Restaurant without our prior written consent We have established and maintain an Internet website at the uniform resource locator <u>www hurricanewings com</u> that provides information about the System and about Restaurants (the "Website") We may (but we are not required to) include at the Website an interior page containing information about your Restaurant If we include your information on the Website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide All information is subject to our approval before posting We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locator's, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements We retain the sole right to approve any linking to, or other use of, the Website (Section 9E)

6 We have created an informal franchise marketing committee, comprised of six franchisees who are voted on to the committee by other franchisees We do not have formal bylaws or organizational documents for the creation, organization or operation of the committee The committee was formed in January 2009, and we expect that the committee meet periodically throughout each year to provide general guidance to us regarding advertising, marketing and promotional programs

<u>Computer/Point-of Sale System</u>

We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Restaurants, including without limitation (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among your Restaurants and us, our designee and/or you, (b) cash register systems and point-of-sale systems, (c) physical, electronic, and other security systems, (d) printers and other peripheral devices, (e) archival backup systems, and (f) internet access mode (e g , form of telecommunications connection) and speed (collectively, all of the items of hardware, software, firmware, systems, and other elements referred to above in this Section are referred to in this Agreement as the "**Computer System**") You must comply with our requirements with respect to the Computer System In this regard, we have the right, but not the obligation, to develop or have developed for us, or to designate, any or all of the following (i) computer software programs and accounting system software that you must use in connection with the Computer System ("**Required Software**"), which you must install, (ii) updates, supplements, modifications, or enhancements to the Required Software, which you must install, (iii) the tangible media upon which you must record or receive data, (iv) the database file structure of your Computer System, (v) an extranet for informational assistance, which may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions, and (vi) answering service requirements and/or system-wide phone order processing of all delivery orders, and/or to designate vendors that will provide such order processing

Also, you must (i) install and use the Computer System and Required Software in the manner that we require, (ii) implement and periodically upgrade and make other changes to the Computer System and Required Software as we may reasonably request in writing (collectively, "**Computer Upgrades**"), (iii) comply with our written specifications (whether in the Manuals or otherwise) with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your own expense, and (iv) afford us unimpeded access to your Computer System and Required Software in the manner, form, and at the times that we request

The details of the required Computer System and POS System are described in the Operations Manual The POS System must be capable of recording customer transactions, collecting and generating gross sales reports, and collecting and generating sales reports by categories, including, but not limited to, menu mix by day-parts The system also must be capable of complying with the Fair Credit Reporting Act requirements that merchants truncate credit card and debit card numbers We reserve the right to change the required Point of Sale platform including software, hardware, and/or related components as deemed appropriate for the System at the your expense Currently, we do not have any specific requirements of the type of basic hardware or software that you use other than it is to be a Windows based system We do not require that you use any specific accounting program

The total cost to purchase the point of sale system and security systems ranges $20,000 to $40,000 depending on the size, condition, capacity and layout of the Franchised Location You must update or upgrade computer hardware and software as we deem necessary but not more than one time per year (Franchise Agreement, Section 10B) We estimate the cost of the annual update and upgrades to range from $2,500 to $4,500 You must enter into an ongoing maintenance or support agreement for both your hardware and software with a third party designated by us, which may be CTUIT, RDS, InfoSoft, IPOS Systems or another vendor we may designate

We have the right to independently access, including through electronic polling, all information you collect or compile at any time without first notifying you We currently access information concerning sales and labor costs (Franchise Agreement, Section 10B) There are no contractual limitations on our right to access this information and data

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems and attacks by hackers and other unauthorized intruders ("E-Problems") We have taken reasonable steps so that E-Problems will not materially affect our business We do not guarantee that information or communication systems that we designate and/or we or others supply will not be vulnerable to E-Problems It is your responsibility to protect yourself from E-Problems You should also take reasonable steps to verify that your suppliers, lenders, landlords, and governmental agencies on which you rely, have reasonable protection from E-Problems This may include taking reasonable steps to secure your systems (including firewalls, password protection and anti-virus systems) and to provide backup systems

We will establish an email address for your restaurant location to receive all corporate communications and directives You will, at your discretion, grant access to this email box to any and all restaurant managers and staff that you deem appropriate to receive these types of communications You must use these email addresses to receive and disseminate corporate information throughout your individual franchise organization and restaurant We may also establish an extranet and/or other internal System-wide communications services

Methods Used to Select the Location of the Restaurant

If you have a potential site for the Restaurant, you may propose the location for our consideration We may accept the site after we have evaluated it If you do not have a proposed site before signing the Franchise Agreement, you must select a site for our acceptance from within your Territory We will furnish you with our general site selection criteria You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us (Franchise Agreement, Section 3A)

The general site selection and evaluation criteria or factors that we consider in accepting your site includes the condition of the premises, demographics of the surrounding area, proximity to other Restaurants, proximity to other restaurants, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability We will provide you with written notice of our acceptance or rejection of any proposed site within a reasonable time (usually 30 days) after receiving all requested information If you and we cannot agree on a suitable site for the Restaurant within the time specified in the Franchise Agreement, we may terminate the Franchise Agreement (Franchise Agreement, Section 3A)

If you are a Developer, you must locate each of your Restaurants in the Development Territory, and for each, you must propose the specific sites for our consideration according to the process above (Development Agreement, Section 4C) For Restaurants to be developed pursuant to a Development Agreement, we will provide you with our then-current criteria for site selection and will accept or decline the site you have selected for the location of the Restaurant

Training

Initial Training Program for Hurricane Grill & Wings and BTW Restaurants

We will conduct an initial training program that all franchisees and/or their Designated Managers must attend You and a General Manager, a Kitchen Manager and an Assistant Manager must attend and complete to our satisfaction our initial training programs For Restaurants with more than 200 seats, we will require that you have four trained managers employed for at least 6 months following the opening of the Restaurant The General Manager is a person designated by you who will have primary responsibility for managing the day-to-day affairs of the Restaurant and who will work a minimum of 40 hours per week at the Restaurant If you are an individual and not a business entity, the General Manager may be you Otherwise, the General Manager will be the person who reports to you The Kitchen Manager is the person whose primary responsibility is running the kitchen The Assistant Manager may either be the assistant general manager or the assistant kitchen manager The Managers must adhere to our policies

Initial training is mandatory for the General Manager, Kitchen Manager and an Assistant Manager If space is available, you may bring additional assistants Training will take place at a Hurricane Grill & Wings restaurant in the West Palm Beach, Florida area or at another Hurricane Grill & Wings restaurant that we may designate We offer the initial training program on a monthly basis The initial training program covers all material aspects of the operation of a Restaurant, including such topics as food preparation and presentation methods and techniques, sales and marketing methods, financial controls, maintenance of quality standards, customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training

All franchisees must complete initial training to our satisfaction We expect franchisees will advance through the training program at different rates depending on a variety of factors such as background and experience The time frames provided in the following chart are an estimate of the time it will take to complete training

If you replace any of your Managers, your new Manager must attend our training program prior to the departure of the current Manager If the Restaurant is open and operating without the required trained Managers, we may fine you $100 per day, including the days that a new Manager is participating in training We do not charge for initial training for you or your first Managers, however, you must pay for all travel costs and living expenses for each of your Managers If you desire to have more than 3 people train (4 in the case of a Restaurant with more than 200 seats), you will be required to pay a training fee of $1,200 per additional person You will be charged for the training of a new Manager Neither you nor any other trainee of yours is an employee of ours, and therefore, you and any trainee of yours are not covered by our worker's compensation insurance This initial training is in addition to the on-site opening assistance we provide to you (Franchise Agreement, Section 4A)

TRAINING PROGRAM FOR HURRICANE GRILL & WINGS AND BTW RESTAURANTS

Our initial training programs are summarized below

General Manager Training (6 Weeks)			
SUBJECT	**HOURS OF CLASSROOM TRAINING**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION**
Online via The Eye (before training starts) Welcome to Hurricane Section (2 modules/2 hours) FOH Section (18 modules/19 hours) BOH Section (8 modules/10 hours) Compliance Section (7 modules/9 hours)	40	0	Online before arriving for Training
Management Shifts Orientation Program overview, Accounting & Reporting procedures, Safety Training, POS Training , Restaurant Opening and Closing Procedures, Scheduling, Hospitality with Staff and Guests, Pre Shift Meeting, Managing Labor, Bar Management & Inventory, Restaurant Administration, Restaurant Management, P&L Knowledge and other Reports, Interviewing, Hiring, Training, Cash Handling & Accounting Procedures, HR Information	10	40	Certified Training Restaurant West Palm Beach, Florida area

General Manager Training (6 Weeks)

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Kitchen Management Shifts Food Ordering, Inventory, Receiving, Food Safety, Cross Contamination, Kitchen Opening and Closing Procedures, Menu Knowledge, Spec Management and Enforcement, Culinary Administration, Labor Management, Scheduling, Expediting, Food Cost Management, Prep Sheets, Kitchen Organization, POS Functions, POS Reports for the Kitchen, Kitchen Forms and Documentation	10	40	Certified Training Restaurant West Palm Beach , Florida area
Hourly FOH Training Time Spent in all Positions (Host, Togo, Server, Bar), Steps of Service, POS Operation, Restaurant Opening & Closing Procedures, Hospitality, Selling Techniques, Menu Knowledge	10	65	Certified Training Restaurant West Palm Beach, Florida area
BOH Hourly Training Time in Each of the Positions (Grill, Fry, Wheel and Expo), Specs & Standards, Kitchen Cleanliness, Ticket Times, Kitchen Opening and Closing Procedures, Prep Standards, Coordinating Checks	10	65	Certified Training Restaurant West Palm Beach, Florida area
Total Hours	**80**	**210**	

Assistant Manager/Kitchen Manager Training (5 Weeks)

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Online via The Eye (before training starts) Welcome to Hurricane Section (2 modules/2 hours) FOH Section (18 modules/10 hours) BOH Section (8 modules/10 hours) Compliance Section (7 modules/9 hours)	40	0	Online before arriving for Training

Assistant Manager/Kitchen Manager Training (5 Weeks)			
SUBJECT	**HOURS OF CLASSROOM TRAINING**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION**
Management & Kitchen Management Shifts Orientation Program Overview, Accounting & Reporting Procedures, Safety Training, POS Training, Restaurant Opening and Closing Procedures, Scheduling, Hospitality with Staff and Guests, Pre-Shift Meeting, Managing Labor, Bar Management, Restaurant Administration, Restaurant Management, Interviewing, Hiring, Training, Cash Handling & Accounting Procedures, HR Information, Food Ordering, Inventory, Receiving, Food Safety, Cross Contamination, Kitchen Opening and Closing Procedures, Menu Knowledge, Spec Management and Enforcement, Culinary Administration, Labor Management, Scheduling, Expediting, Food Cost Management, Prep Sheets, Kitchen Organization, POS Functions, POS Reports for the Kitchen, Kitchen Forms and Documentation	10	40	Certified Training Restaurant West Palm Beach, Florida area
Hourly FOH Training Time Spent in all Positions (Host, Togo, Server, Bar), Steps of Service, POS Operation, Restaurant Opening & Closing Procedures, Hospitality, Selling Techniques, Menu Knowledge	10	65	Certified Training Restaurant West Palm Beach, Florida area
BOH Hourly Training Time in Each of the Positions (Grill, Fry, Wheel and Expo), Specs & Standards, Kitchen Cleanliness, Ticket Times, Kitchen Opening and Closing Procedures, Prep Standards, Coordinating Checks	10	65	Certified Training Restaurant West Palm Beach, Florida area
Total Hours	**70**	**170**	

We may authorize other locations for classroom and on-the-job training

We use the following instruction materials in connection with the initial training program Training Manual, Culinary Specifications Manual, temperature logs, line check logs, prep sheets, labor proformas, cost of goods workbooks, opening/closing checklists, and POS Manuals Our training program is conducted under the direction of certified training managers Each certified training manager has a minimum of five years managerial experience in the restaurant business and has been certified as a trainer by us The certified training managers are our employees

You are responsible for training your own employees and other management personnel as we require

ITEM 12 TERRITORY

Franchise Agreement

You will not receive an exclusive territory You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control For Hurricane Grill & Wings restaurants, we will grant you a "Territory" comprised of an area the lesser of (a) a radius of three miles from your accepted location, or (b) an area having a population of approximately 50,000 people A description of the Territory will be attached as an exhibit to the Franchise Agreement The site for the Restaurant must be located within the Territory For Hurricane BTW restaurants, your Territory will consist only of the site on which your restaurant is located

If you are in compliance with the Franchise Agreement and except as otherwise provided in that agreement, we will not license, own or operate any other Restaurant or other substantially similar business operating under the same or substantially similar trade name or marks within the Territory The following businesses or food service operations, outlets and locations are excluded from this provision various non-traditional outlets, captive audience/customer locations, temporary venues and similar outlets, including but not limited to airports, malls, casinos, hospitals, kiosks operated with another retail or food service outlet, temporary carts and kiosks, sports stadiums/complexes, coliseums, highway and travel rest stops, and university campuses ("Non-Traditional Outlets")

We retain certain rights with respect to the System and Marks, including the right to (A) establish, own or operate, and license others to establish, own or operate, Restaurants outside of the Territory, or within or at a Non-Traditional Outlet within your Territory, (B) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using other trademarks at locations inside and outside of the Territory, (C) provide the services and sell any products authorized for Restaurants using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet merchandise sales and catalog sales, provided, however, that no sales will be made from any restaurant within the Territory, (D) engage in any activities not expressly forbidden by the Franchise Agreement

The Franchise Agreement does not grant you any additional rights to develop Restaurants You cannot relocate the Restaurant without our prior written consent If the lease expires or is terminated or the site is rendered unusable, you will have 90 days to identify a substitute site and obtain our acceptance We may charge you for any costs we incur in providing assistance to you, including legal and accounting fees

Development Agreement

You will not receive an exclusive territory You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control If you are a Developer, we will grant you a Development Area A description of the Development Area will be attached as an exhibit to the Development Agreement Typically, the Development Area will be determined on a case-by-case basis considering economic, demographic and geographic information (such as population density), and the number of Restaurants you will develop

If you meet the minimum Development Schedule, comply with all other provisions described in the Development Agreement and comply with the provisions of each related Franchise Agreement, we will not establish or operate, or license others to establish or operate, any new Restaurants or substantially similar businesses operating under the same or substantially similar trade name or marks in your

Development Area, except for Non-Traditional Outlets If you fail to meet the Development Schedule, we have the right to terminate your Development Agreement As a result, you will not have the right to develop additional Restaurants in the former Development Area, and we may establish or operate, or license others to establish or operate, new Restaurants or substantially similar businesses operating under the same or substantially similar trade name or marks in the former Development Area We retain certain rights with respect to the System and Marks, including the right to (A) to continue to own and operate, and allow others to continue to own and operate, Restaurants existing inside of the Development Area as of the date of the Development Agreement, (B) to establish or grant to others the right to establish, Restaurants outside of the Development Area, (C) to establish and operate, and license others to establish and operate, businesses under other systems using other proprietary marks, both within and outside the Development Area, (D) provide the services and sell any products authorized for Restaurants using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet merchandise sales and catalog sales, provided, however, that no sales will be made from any restaurant within the Development Area, and (E) to engage in any activities not expressly forbidden by the Development Agreement

* * * *

Except as described above, the Franchise Agreement and the Development Agreement do not grant you any options, rights of first refusal or similar rights to acquire additional Restaurant franchises The continued limited exclusivity in the Territory and Development Area does not depend upon you achieving a certain sales volume, market penetration or other contingency Unless you default, we cannot change the Territory or the Development Area without your consent

We are not restricted from soliciting or accepting orders from customers from within the Territory or the Development Area Except as described above, we may establish other franchised or company outlets under the Marks and/or under other marks that may compete with your Restaurant We and our affiliates may merchandise and distribute goods and services identified by the Marks through methods or channels of distribution other than outlets similar to your Restaurant We have no obligation to compensate you for any such sales in the Development Area or the Territory You are not restricted from soliciting or advertising for customers outside of your Territory, except that you may not advertise on the Internet without our prior written consent

We do not have any current plans or intention to operate or franchise a similar restaurant business under a different trade name or trademark

ITEM 13 TRADEMARKS

We grant our franchisees the right to operate Restaurants under the name "Hurricane Grill & Wings" and "Hurricane BTW," which are the principal Marks used to identify our System You may also use any other current or future Mark to operate your Restaurant that we designate in writing, including the logo on the front of this Franchise Disclosure Document and the principal trademarks listed below By "Mark," we mean any trade name, trademark, service mark or logo used to identify the Restaurants

We registered the following Marks with the U S Patent and Trademark Office (the "**USPTO**") on the Principal Register

Mark	Registration Number	Registration Date
HURRICANE GRILL & WINGS and Flag Design HURRICANE GRILL & WINGS®	3,910,184	January 25, 2011

The United States Patent and Trademark office has granted federal trademark and service mark registrations for various formatives of the mark for "HURRICANE GRILL AND WINGS" as follows

3,629,146 HURRICANE GRILL AND WINGS and FLAG DESIGN,

3,547,215 HURRICANE GRILL AND WINGS and FLAG DESIGN,

3,502,128 HURRICANE GRILL AND WINGS and FLAG DESIGN,

3,470,017 HURRICANE GRILL AND WINGS and FLAG DESIGN, and

3,462,829 HURRICANE GRILL AND WINGS and FLAG DESIGN

We have filed with the USPTO all required affidavits of use and renewal applications

We filed for a trademark for "Hurricane BTW" on December 8, 2015, Serial Number 86842629 We do not have a federal registration for the trademark "Hurricane BTW " Therefore, the trademark does not have many legal benefits and rights as a federally registered trademark If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses

We know of no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board (the "TTAB"), the trademark administrator of any state or any court We are not aware of any pending infringement, opposition, or cancellation proceedings or material litigation matters involving the Marks that are relevant to their use There are no agreements currently in effect that significantly limit our rights, to use, or license the use, of the above mentioned Marks in any manner material to the franchise We know of no infringing or prior superior uses that could materially affect the use of the Marks We are aware of other common law local uses of the mark "Hurricane" in connection with the offer and sale of food and beverages and/or the operation of restaurants in different places in the United States You will need to carefully evaluate your potential Development Area and Territory to determine if there are other prior local uses of the mark "Hurricane" that may limit or affect your use of the Marks due to prior local use common law rights

You will not receive any rights to the Marks other than the limited exclusive right to use them in the operation of your Restaurant You may only use the Marks in accordance with our standards, operating procedures and specifications Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement You may not assist any other person in contesting the validity or ownership of the Marks

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks (or any mark confusing similar to the Marks) You may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense We may take whatever action we deem appropriate in these situations, we have exclusive control over any settlement or proceeding concerning any Mark You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks

We can require you to modify or discontinue the use of any Mark and to use other trademarks or service marks If we adopt and use new or modified Marks, you may be required to add or replace equipment, signs and fixtures, and you may have to make other modifications as necessary to maintain uniformity with our current standards and specifications, however, you will not be required to spend an amount unreasonably disproportionate to your original investment during the initial term of the Franchise Agreement We will not be required to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark

We will reimburse you for all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark and for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to such proceeding We have the right to control the defense and settlement of any such proceeding We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark We will not reimburse you in connection with disputes where we challenge your use of a Mark

You must use the Marks as the sole trade identification of the Restaurant, but you may not use any Mark or part of any Mark as part of your corporate or other business entity name in any modified form You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing You must obtain a fictitious or assumed name registration if required by your state or local law

You must notify us if you apply for your own trademark or service mark registrations You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words "Hurricane Grill & Wings," "Hurricane BTW" or any variation thereof without our prior written consent

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or copyrights that are material to your Restaurant or the System However, we claim trade secret and copyright protection for our Manual, the Website, our marketing materials and other copyrightable items that are part of the System We have not registered those materials with the United States Registrar of Copyrights We do not have any copyright licenses that are material to the franchise We need not protect or defend copyrights, although we intend to do so when this action is in the best interest of the System You may use these items only in the way we specify and only while operating your Restaurant We know of no currently effective determinations of the USPTO, U S Copyright Office or any court regarding any of our copyrighted materials Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use

We have developed certain Trade Secrets and other Confidential Information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Restaurant We will provide our Trade Secrets and other Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Restaurant You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Restaurant You are responsible for enforcing the confidentiality provisions as to your employees

Certain individuals with access to Trade Secrets or other Confidential Information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff shall be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement We will be a third-party beneficiary with the independent right to enforce the agreements

All ideas, concepts, techniques or materials concerning the Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System You must also assist us in obtaining intellectual property rights in any concept or development if requested

Your use of the Manual, Trade Secrets or other Confidential Information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement Further information about termination of the Franchise Agreement following a default is included in ITEM 17

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Restaurant must always be under the direct full-time supervision of a Designated Manager, which is you if you are an individual or, is an individual you select if you are a business entity Prior to attending our initial training program, each Designated Manager will have completed, at their expense, a ServSafe certification course accepted by their state The Designated Manager must attend and satisfactorily complete our initial training program before the opening of the Restaurant and any additional training we require after the opening of the Restaurant The Designated Manager must devote sufficient efforts to the management of the day-to-day operation of the Restaurant, but not less than 40 hours per week You must keep us informed of the identity of your current Designated Manager If you are a Developer, you must participate in a daily supervisory role maintaining communications and continuous reporting between yourself and your Designated Manager for each franchise you open Additional reporting procedures are defined in the Operations Manual

As described in ITEM 14, your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to Trade Secrets or other Confidential Information may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement We will be a third-party beneficiary with the independent right to enforce the agreements

If you are a business entity, anyone who owns at least a 10% interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and Development Agreement and agree to be personally liable for your breach of the Franchise Agreement and Development Agreement by signing the Guaranty and Assumption of Obligations attached to each agreement We do not require your spouse to sign a personal guaranty unless your spouse owns at least a 10% interest in the entity

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify periodically, in strict accordance with our standards and specifications You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove We may periodically change required or authorized products or services There are no limits on our right to do so If we modify the System, you may be required to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications Additionally, we may require you to refurbish or remodel the Restaurant

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, either for the purpose of consumer or operational feedback or evaluation, your qualifications, and regional or local taste differences

You must keep the Restaurant open during normal business hours on the days specified in the Manual We do not impose any restrictions that limit your access to customers

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following table lists certain important provisions of the Franchise Agreement and the Development Agreement, respectively You should read these provisions in the agreements attached to this Franchise Disclosure Document You should refer to any state-specific addenda attached to this Franchise Disclosure Document for exceptions to this Item 17

Franchise Agreement

Provision	Section in the Franchise Agreement	Summary
a Length of the franchise term	Section 2A	The initial term is 20 years beginning on the date the Franchise Agreement is signed

Provision	Section in the Franchise Agreement	Summary
b Renewal or extension of the term	Section 14A	Two additional 10-year terms
c Requirements for you to renew or extend	Section 14A	Notice, satisfaction of monetary obligations, compliance with Franchise Agreement, release us, sign new Franchise Agreement, pay renewal fee, and others, see §§ in Franchise Agreement The new agreement that you must sign at renewal may contain terms and conditions that are materially different than the original contract
d Termination by you	Not Applicable	You do not have a right to terminate the Franchise Agreement
e Termination by us without cause	Not Applicable	
f Termination by us with cause	Section 15	We may terminate the Franchise Agreement only if you default If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate Under the U S Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing
g "Cause" defined-defaults that can be cured	Section 15	You have 30 days to cure any breach of our mandatory specifications unless the breach relates to the use of any trademark in which case you have 5 days You have 10 days to cure any breach for failure to make payments due to us If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate
h "Cause" defined-defaults that cannot be cured	Section 15	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you fail to timely select a site or establish, equip and begin operations of the Restaurant, make a material misrepresentation in the application, are convicted of a felony that may adversely affect the goodwill of the trademarks, use the Manual or Confidential Information in an unauthorized manner, abandon the Restaurant, make an unauthorized transfer, are bankrupt, insolvent or make a general assignment for the benefit of creditors, fail on 3 or more occasions within 12 months to submit reports or pay fees, violate any laws or conduct the Restaurant in a manner creating a health or safety hazard, surrender or transfer management control of the operation of the Restaurant, termination of the lease for the Restaurant, fails to comply with mandatory specification or operating procedure, fail to pay taxes

Provision	Section in the Franchise Agreement	Summary
i Your obligations on termination/ non-renewal	Section 16	If the Franchise Agreement is terminated, you must stop operating the Restaurant, stop using any Confidential Information, the System and the Marks, if requested, assign your interest in the Accepted Location to us, cancel or assign to us any assumed names, pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement, return the Manual and all other Confidential Information, assign your telephone and facsimile numbers to us, comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement
j Assignment of contract by us	Section 13A	There are no restrictions on our right to assign our interest in the Franchise Agreement
k "Transfer" by you-defined	Section 13B	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement, the Accepted Location, the Restaurant's assets or the franchisee entity
l Our approval of transfer by you	Section 13B	You may not transfer your interest in any of the items listed in (k) above without our prior written consent
m Conditions for our approval of transfer	Section 13C	We will consent to a transfer if we have not exercised our right of first refusal, all obligations owed to us are paid, you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement, the prospective transferee meets our business and financial standards, the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement, you provide us with a copy of all contracts and agreements related to the transfer, you or the transferee pay a transfer fee of $5,000, the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement, you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement, if you finance any part of the sale price, you must agree that the transferee's obligations to you will be subordinate to any obligations to us, and the transferee has agreed that its Designated Manager will complete the initial training program before assuming management of the Restaurant

Provision	Section in the Franchise Agreement	Summary
n Our right of first refusal to acquire your Restaurant	Section 13G	We may match an offer for your Restaurant or an ownership interest you propose to sell
o Our option to purchase your Restaurant	Section 16E	Except as described in (n) above, we do not have the right to purchase your Restaurant, however, during the 10-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Restaurant for fair market value
p Death or disability	Section 13E	After your death or Incapacity or the death or Incapacity of any holder of a legal or beneficial interest in the Restaurant, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the Restaurant within 6 months of death or Incapacity or we may terminate the Franchise Agreement
q Non-competition covenants during the term of the franchise	Sections 17B and 17C	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from attempting to divert any business or customer of the Restaurant to a Competitive Business or causing injury or prejudice to the Marks or the System, owning or working for a Competitive Business
r Non-competition covenants after the franchise is terminated or expires	Section 17C	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from owning or working for a Competitive Business operating within 10 miles of the Accepted Location or within the Territory (whichever is greater), or within 10 miles of any other Restaurants, or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us
s Modification of the agreement	Section 19G	The Franchise Agreement can be modified only by written agreement between you and us We may modify the Manual without your consent if the modification does not materially alter your fundamental rights

Provision	Section in the Franchise Agreement	Summary
t Integration/merger clause	Section 22	Only the terms of the Franchise Agreement are binding (subject to state law) Nothing in the Franchise Agreement is intended to disclaim any representations in this Franchise Disclosure Document Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable
u Dispute resolution by arbitration or mediation	Section 19J	Except for claims relating to the Marks, Confidential Information covenants not to compete, and claims for injunctive relief, subject to state law, all disputes must be mediated in Palm Beach County, Florida
v Choice of forum	Section 19J	Subject to state law, any litigation must be pursued in courts located in Palm Beach County, Florida
w Choice of law	Section 19F	Subject to state law, Florida

Development Agreement

Provision	Section in the Development Agreement	Summary
a Length of franchise term	Section 4	The term expires on the last Opening Date on the Development Schedule
b Renewal or extension of the term	Not Applicable	
c Requirements for you to renew or extend	Not Applicable	
d Termination by you	Not Applicable	
e Termination by us without cause	Not Applicable	
f Termination by us with cause	Section 10	We may terminate the Development Agreement only if you default
g "Cause" defined-defaults that can be cured	Section 10	You can avoid termination of the Development Agreement if you cure a default arising from your failure to meet your development obligations by having fully executed leases and franchise agreements and opening and operating all required Restaurants within 6 months after we deliver a notice of termination Except for defaults that cannot be cured, you can cure a default within 30 days after we deliver a notice of default

Provision	Section in the Development Agreement	Summary
h "Cause" defined-defaults that cannot be cured	Section 10	We have the right to terminate the Development Agreement without giving you an opportunity to cure if you make an assignment for the benefit of creditors, admit your inability to pay your obligations as they become due or file a petition for bankruptcy, transfer of control of Development Agreement or an interest in the your business entity in an unauthorized manner, made a material misrepresentation or omission in the application for the franchise, are convicted of a crime that may adversely affect the Marks, misuse or make unauthorized use of the Marks or Confidential Information, terminate any Franchise Agreement with or without cause
i Your obligations on termination/ nonrenewal	Sections 11 and 13	If the Development Agreement is terminated or not renewed, you must stop using any Trade Secrets and other Confidential Information, pay all sums owed to us, and comply with the covenants not to compete and any other surviving provisions of the Development Agreement
j Assignment of contract by us	Section 12	There are no restrictions on our right to assign our interest in the Development Agreement
k "Transfer" by you-defined	Section 12	"Transfer" includes transfer of ownership in the Development Rights, the Development Agreement, or the developer entity
l Our approval of transfer by you	Section 12	You may not transfer your interest in any of the items listed in (k) above without our prior written consent

Provision	Section in the Development Agreement	Summary
m Conditions for our approval of transfer	Section 12	We will consent to a transfer if we have not exercised our right of first refusal, all obligations owed to us are paid, you and the transferee have signed a general release, in a form the same as or similar to the General Release attached to the Franchise Agreement, the prospective transferee meets our business and financial standards, you are in compliance with the Development Agreement and all Franchise Agreements, you or the transferee pay a transfer fee of $5,000, the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Development Agreement, the transferee completes our training program, all Franchise Agreements between us and you are transferred to the transferee, or all of your equity owners have signed a non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement
n Our right of first refusal to acquire your Development Rights	Section 12	We may match an offer for your Development Rights or an ownership interest you propose to sell
o Our option to purchase your Development Rights	Not Applicable	
p Your death or disability	Section 12	After your death or permanent disability or the death or permanent disability of any holder of a legal or beneficial interest in the Restaurant, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the Restaurant within 6 months of death or permanent disability or we may terminate the Franchise Agreement
q Non-competition covenants during the term of the Development Agreement	Section 13	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from attempting to divert any business or customer of the Restaurant to a Competitive Business or causing injury or prejudice to the Marks or the System, owning or working for a Competitive Business

Provision	Section in the Development Agreement	Summary
r Non-competition covenants after the Development Agreement is terminated or expires	Section 13	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from owning or working for a Competitive Business operating within 10 miles of the Accepted Location or within the Territory (whichever is greater), or within 10 miles of any other Restaurants, or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us
s Modification of the agreement	Section 18	The Development Agreement can be modified only by written agreement between you and us
t Integration/merger clause	Sections 18	Only the terms of the Development Agreement are binding (subject to state law), although if there is a conflict between the Development Agreement and any Franchise Agreement, the terms of the Franchise Agreement control Nothing in the Development Agreement is intended to disclaim any representations in this Franchise Disclosure Document Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable
u Dispute resolution by arbitration or mediation	Section 14	Except for claims relating to the Marks and Confidential Information, covenants not to compete and claims for injunctive relief, and subject to state law, all disputes must be mediated in Palm Beach County, Florida
v Choice of forum	Section 14	Subject to state law, any litigation must be pursued in courts located in Palm Beach County, Florida
w Choice of law	Section 14	Subject to state law, Florida

Notes to Item 17

1 In addition to the provisions noted in the chart above, the Franchise Agreement and Development Agreement contain a number of provisions that may affect your legal rights, including a waiver of a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised See Section 19 of the Franchise Agreement, and Section 14 of the Development Agreement We recommend that you carefully review all of these provisions, and the entire contracts, with a lawyer

2 If a state law requires any modification to these provisions of the Franchise Agreement or Development Agreement (or other provisions described in this Item 17) or requires additional terms, those modifications will be found in the disclosure addenda and contractual amendments appended to this disclosure document

3 If any of the provisions in the Franchise Agreement or Development Agreement, including those summarized above, are inconsistent with, or contrary to, applicable state law, the requirements of the applicable law or laws will be substituted for the inconsistent or contrary provisions in the agreements

ITEM 18 PUBLIC FIGURES

We do not presently use any public figures to promote our franchise

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

2016 Average Annual Adjusted Gross Sales for Hurricane Grill & Wings restaurants in operation during the entire 2016 fiscal year

Hurricane Grill & Wings' original restaurants were built with less than 150 seats Since 2009, Hurricane Grill & Wings has been opening an increasing number of restaurants with 150 seats or more Below are two different sets of historical adjusted gross sales data, one for those Hurricane Grill & Wings Restaurants with 150 seats or more and those Restaurants with less than 150 seats

Historical Adjusted Gross Sales Data for
Selected Franchised Hurricane Grill & Wings Restaurants with 150 or more seats

Presented below are certain adjusted gross sales data for the 2016 Fiscal Year for 32 Hurricane Grill & Wings Restaurants that were in operation for at least 52 weeks as of December 25, 2016 Please carefully read all of the information in this Item 19, and all of the notes following the charts, in conjunction with your review of the historical data Some Restaurants have sold this amount Your individual results may differ There is no assurance you will sell as much

Chart A

12 month Adjusted Gross Sales for the 52-Week Period Ended December 25, 2016	
Number of Restaurants (open at least 12 months)	31
Average Annual Adjusted Gross Sales	$1,477,809
Number of Restaurants Greater Than Average	13
Number of Restaurants Less Than Average	18
Median Annual Adjusted Gross Sales	$1,443,731

Notes for Chart A

1 **"Adjusted Gross Sales"** – Represents the actual adjusted gross sales for each Restaurant in the sample for the period December 28, 2015 to December 25, 2016 ("2016 Fiscal Year"), as reported by the franchisees or operators The Adjusted Gross Sales include revenue for food and beverages at all day-parts, as well as all other products, merchandise and food items, for on-premises, take-out, and catering for the 2016 Fiscal Year

2 **"Average Annual Adjusted Gross Sales"** is the total Adjusted Gross Sales for the 31 Restaurants in the sample, divided by 31 **"Median Annual Adjusted Gross Sales"** is the Adjusted Gross Sales figure for one Restaurant in the middle of the 31 Restaurants in the sample In cases where there is no single unique Restaurant in the middle, the median amount is equal to the average of the two Restaurants in the middle of the range

3 The data in Chart A is for Restaurants that were in operation for at least 12 full months To avoid any skewing of data due to seasonality, revenues that may be generated from grand opening advertising or promotion, or effects (positive or negative) from start-up operations, the sample includes only restaurants that were operating during all of the applicable 12-month period At the end of the 2016 Fiscal Year, there were 35 Restaurants with 150 or more seats Accordingly, Chart A does not include the 4 Restaurants with 150 or more seats that opened during 2016 Of the 31 Restaurants included in the chart, 4 are company owned and the remaining 27 are franchised

4 The size of the restaurants in the sample range from approximately 150 seats to approximately 308 seats All of the Restaurants have an interior bar with seating, and many of the Restaurants have an exterior area or patio with some seating For purposes of these disclosures, only interior seating has been considered The age of the restaurants, or the length of time of operations as a Hurricane Grill & Wings restaurant, range from 1 year to 10 years All of the restaurants serve the full range of food and beverage menu items, including alcoholic beverages, and all of the restaurants were regularly open during the recommended hours, which include lunch, dinner and late evening The size of the Restaurants, the menu offerings, and the hours of operation are similar to the franchise that is being offered

Historical Adjusted Gross Sales Data for
Selected Franchised Hurricane Grill & Wings Restaurants with less than 150 seats

Presented below are certain adjusted gross sales data for the 2016 Fiscal Year for 29 Hurricane Grill & Wings Restaurants that were in operation for at least 52 weeks as of December 25, 2016 Please carefully read all of the information in this Item 19, and all of the notes following the charts, in conjunction with your review of the historical data Some Restaurants have sold this amount Your individual results may differ There is no assurance you will sell as much

Chart B

12 month Adjusted Gross Sales for the 52-Week Period Ended December 25, 2016	
Number of Restaurants (open at least 12 months)	29
Average Annual Adjusted Gross Sales	$1,319,215
Number of Restaurants Greater Than Average	12
Number of Restaurants Less Than Average	17
Median Annual Adjusted Gross Sales	$1,291,805

Notes for Chart B

1 **"Adjusted Gross Sales"** – Represents the actual adjusted gross sales for each Restaurant in the sample for the 2016 Fiscal Year, as reported by the franchisees or operators The Adjusted Gross Sales include revenue for food and beverages at all day-parts, as well as all other products, merchandise and food items, for on-premises, take-out, and catering for the 2016 Fiscal Year

2 **"Average Annual Adjusted Gross Sales"** is the total Adjusted Gross Sales for the 29 Restaurants in the sample, divided by 29 **"Median Annual Adjusted Gross Sales"** is the Adjusted Gross Sales figure for one Restaurant in the middle of the 29 Restaurants in the sample In cases where there is no single unique Restaurant in the middle, the median amount is equal to the average of the two Restaurants in the middle of the range

3 The data in Chart B is for Restaurants that were in operation for at least 12 full months To avoid any skewing of data due to seasonality, revenues that may be generated from grand opening advertising or promotion, or effects (positive or negative) from start-up operations, the sample includes only restaurants that were operating during all of the applicable 12-month period At the end of the 2016 Fiscal Year, there were 29 Restaurants with less than 150 seats There were no Restaurants with less than 150 seats that opened during 2016 Of the 29 Restaurants included in the chart, 1 is company owned, 1 was owned by the company for part of the year and the remaining 27 are franchised

4 The size of the restaurants in the sample range from approximately 42 seats to approximately 148 seats of interior seating All of the Restaurants have an interior bar with seating, and many of the Restaurants have an exterior area or patio with some seating For purposes of these disclosures, only interior seating has been considered The age of the restaurants, or the length of time of operations as a Hurricane Grill & Wings restaurant, range from 2 year to 17 years All of the restaurants serve the full range of food and beverage menu items, including alcoholic beverages, and all of the restaurants were regularly open during the recommended hours, which include lunch, dinner and late evening The size of the Restaurants, the menu offerings, and the hours of operation are similar to the franchise that is being offered

Chart C

Historical Adjusted Gross Sales Data for
Selected Franchised Hurricane Grill & Wings Restaurants

Presented below are certain adjusted gross sales data for the 2016 Fiscal Year for all franchised Hurricane Grill & Wings Restaurants that were in operation for at least 52 weeks as of December 25, 2016 Please carefully read all of the information in this Item 19, and all of the notes following the charts, in conjunction with your review of the historical data Some Restaurants have sold this amount Your individual results may differ There is no assurance you will sell as much

State	Opening Date	Total Interior Seats	2015 Fiscal Year Adjusted Gross Sales
Florida	7/1/2000	42	902,056
Florida	8/20/2007	44	703,526
Florida	10/9/2010	45	1,051,560
Florida	1/12/2007	56	1,103,026
Florida	3/30/2007	60	760,596
Florida	12/10/2007	60	1,856,709

Florida	8/19/2008	60	1,319,026
Florida	10/8/2007	63	599,989
Florida	12/1/2007	72	702,557
Florida	2/12/2009	72	850,040
Florida	7/14/2006	80	2,420,214
New York	12/14/2009	82	1,755,757
Florida	2/5/2007	89	1,309,317
Florida	2/8/2010	90	2,090,865
Florida	6/10/2010	90	1,078,394
Florida	8/17/2010	95	1,378,075
Florida	9/1/2005	96	2,074,778
Florida	7/9/2007	96	1,418,580
Florida	10/24/2008	96	1,133,912
Florida	11/29/2010	96	1,712,677
Florida	12/1/2005	98	1,182,919
New York	1/17/2011	100	1,291,805
Florida	5/25/2011	108	1,508,413
Arizona	10/16/2009	112	1,122,525
Florida	2/23/2015	124	951,749
Florida	7/14/2006	129	1,132,616
New York	12/5/2011	138	1,670,622
New York	8/26/2013	145	1,616,949
New York	7/1/2013	148	1,557,992
Florida	6/25/2007	150	1,096,926
Alabama	3/4/2013	150	2,136,759
New York	8/29/2011	152	1,872,147
North Carolina	3/26/2012	153	1,229,006
Florida	11/1/2010	156	1,349,773
Florida	12/15/2014	156	1,337,593
Florida	1/31/2011	159	1,731,640
Maryland	6/8/2015	160	745,963
Texas	7/16/2012	162	1,443,731
Alabama	2/9/2015	162	1,584,952
Florida	3/31/2014	165	1,801,048
Florida	11/25/2013	167	1,322,399
Florida	5/26/2014	168	1,333,366
Louisiana	10/12/2015	170	870,032
New York	1/13/2014	175	1,730,328
Florida	8/13/2008	176	1,459,085
Iowa	11/18/2013	187	1,436,330

Iowa	12/8/2014	188	1,005,273
Texas	4/20/2015	198	1,756,059
Florida	3/4/2015	200	1,847,877
Colorado	8/19/2013	205	1,473,381
Florida	3/26/2015	205	2,259,940
New York	7/1/2013	210	2,437,656
Florida	11/24/2014	211	2,004,757
Florida	11/2/2015	212	1,250,028
Maryland	2/4/2013	222	768,429
Tennessee	12/8/2014	244	983,275
Florida	12/17/2012	249	1,129,361
Florida	9/19/2011	300	1,593,511
Florida	12/12/2011	300	1,793,080
Georgia	9/23/2013	308	1,028,371

Notes for Chart C

1 "**Adjusted Gross Sales**" – Represents the actual adjusted gross sales for each Restaurant in the sample for the 2016 Fiscal Year, as reported by the franchisees or operators The Adjusted Gross Sales include revenue for food and beverages at all day-parts, as well as all other products, merchandise and food items, for on-premises, take-out, and catering for the 2016 Fiscal Year Of the 60 Restaurants included in the chart, 5 are company owned, 1 was owned by the company for part of the year and the remaining 54 are franchised

Notes for Charts A, B and C

1 The Adjusted Gross Sales figures are compiled by using sales that were reported to us by our franchisees and operators We have neither audited or verified the reports, nor have franchisees or operators confirmed that their reports are prepared in accordance with generally accepted accounting principles

2 The data above does not reflect the costs of sales, costs of goods, operating expenses or other costs or expenses that must be deducted from gross revenue or adjusted gross sales to obtain a net income or net profit figure Franchisees are not required to report this data to us, and we do not have these operating costs for franchisees

3 A franchisee will incur various expenses of doing business, including food costs, beverage costs, and labor costs (including wages for hourly workers, salaries, benefits, and taxes), all of which are likely to be significant A franchisee will incur other expenses For example, you will be required to pay royalty fees and advertising fund contributions, make local advertising expenditures, and possibly advertising cooperative contributions, if a cooperative is formed for region in which your Restaurant is located Certain additional categories of expenses which franchisees may incur include, but will not necessarily be limited to, the following rent, real estate taxes, and other occupancy costs, utilities, franchisee compensation over and above that earned from the operations of the Restaurant business (such as a salary that a franchisee may pay to himself/herself), voluntary employee benefits, such as health, vacation, and pension plan contributions, debt service, insurance, restaurant facilities and property maintenance (and reserve for future maintenance), business and regulatory fees and licenses, ongoing and

supplemental training expenses, recruitment expenses, and bookkeeping and other professional services These expenses are likely to vary widely among franchisees

4 The financial information in this item has been prepared by the Company's management and has not been compiled, reviewed or audited by the Company's auditors Accordingly the auditors do not express an opinion or any other form of assurance with respect thereto and assume no responsibility for the financial information included in this Item

* * *

As to Hurricane BTW, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet

- You are strongly advised to perform an independent investigation of this opportunity to determine whether or not the franchise may be profitable and to consult your attorney, accountant, and other professional advisors before entering into a Franchise Agreement You should construct your own pro forma cash flow statement, balance sheet, and statement of operations, and make your own financial projections regarding sales, revenues, costs, customer base, and business development for your own Restaurant Franchisees or former franchisees listed in this disclosure document may be one source of this information

- Actual results vary from franchisee to franchisee and we cannot estimate or predict the results that you may experience as a franchisee A new franchisee's financial results are likely to vary from the results stated in the financial performance representation in this Item 19 Your results will be effected by factors such as prevailing economic or market area conditions, demographics, geographic location, interest rates, your capitalization level, the amount and terms of any financing that you may secure, the property values and lease rates, your business and management skills, staff strengths and weaknesses, and the cost and effectiveness of your marketing activities

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

- Other than the preceding financial performance representation, Hurricane does not make any financial performance representations We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Fred Grant, Hurricane AMT, LLC, 1800 Old Okeechobee Road, Suite 100, West Palm Beach, Florida, 33409, (561) 932-1075, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For Years 2014-2016(1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	52	59	+7
	2015	59	65	+6
	2016	65	59	-6
Company-Owned	2014	4	5	+1
	2015	5	7	+2
	2016	7	6	-1
Total Outlets	**2014**	**56**	**64**	**+8**
	2015	**64**	**72**	**+8**
	2016	**72**	**65**	**-7**

Table No 2
Transfers of Outlets from Franchisees
to New Owners (other than the Franchisor)
For Years 2014 to 2016(1) (2)

State	Year	Number of Transfers
Florida	2014	1
	2015	2
	2016	1
Total	**2014**	**1**
	2015	**2**
	2016	**1**

Table No 3
Status of Franchised Outlets
For Years 2014 to 2016[1][2][3]

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year[4]
Alabama	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Arizona	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	1	1
California	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	1	0
Colorado	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Florida	2014	31	3	0	0	0	0	34
	2015	34	3	3	0	0	0	34
	2016	34	1	0	0	0	2	33
Georgia	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Indiana	2014	1	0	1	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Iowa	2014	1	1	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	1	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year(4)
Louisiana	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Maryland	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Michigan	2014	1	0	0	0	0	0	1
	2015	1	0	1	0	0	0	0
	2016	0	0	0	0	0	0	0
Minnesota	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	2	0
New York	2014	8	1	0	0	0	0	9
	2015	9	0	0	0	0	0	9
	2016	9	3	0	0	0	0	12
North Carolina	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Oklahoma	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	1	0
Tennessee	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Texas	2014	3	1	1	0	0	0	3
	2015	3	1	0	0	0	0	4
	2016	4	0	0	0	0	2	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year[4]
TOTAL	**2014**	**52**	**9**	**2**	**0**	**0**	**0**	**59**
	2015	**59**	**10**	**4**	**0**	**0**	**0**	**65**
	2016	**65**	**4**	**0**	**0**	**0**	**10**	**59**

Table No 4
Status of Company-Owned Outlets
For Years 2014 to 2016[1] [2]

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year[3]
Florida	2014	4	1	0	0	0	5
	2015	5	3	1	0	2	7
	2016	7	1	0	1	1	6
Total	**2014**	**4**	**1**	**0**	**0**	**0**	**5**
	2015	**5**	**3**	**1**	**0**	**2**	**7**
	2016	**7**	**1**	**0**	**1**	**1**	**6**

Table No 5
Projected Openings as of December 31, 2016

State	Franchise Agreements Signed But Outlet Not Opened [3]	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
California	1	1	0
Florida	0	2	1
Georgia	1	1	0
Kansas	1	1	0
Maryland	1	1	0
Minnesota	0	1	0
New York	0	1	0
North Carolina	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened (3)	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Texas	1	0	0
Virginia	0	0	0
Total	**5**	**9**	**1**

NOTES TO TABLES NO 1 - 4

(1) The numbers for 2014-2016 are as of December 31 of each year States not listed had no Restaurants during 2014-2016

(2) If multiple events occurred affecting any Restaurant, the table shows the event that occurred last in time

(3) For each franchised Hurricane Grill & Wings Restaurant operating as of December 31, 2016, Exhibit H identifies the name of the franchisee, the location, and the telephone number For each franchise agreement that has been signed but the Restaurant has not opened as of December 31, 2016, Exhibit H identifies the name of the franchisee, an office or home address and an office or home telephone number

(4) Franchisees whose franchise agreement was terminated, canceled or not renewed or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement (including any transfer) during our last fiscal year or who have not communicated with us within 10 weeks of the application date of this disclosure document, are listed in Exhibit H No other franchisee had a Franchise Agreement terminated, canceled or not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement (including any transfer) during our last fiscal year or has not communicated with us within 10 weeks of the application date of this disclosure document

- If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

- No franchisees have signed a confidentiality clause in a franchise agreement, settlement, or other contract within the last three years that would restrict their ability to speak openly about their experience with us

- As of the date of this disclosure document and as discussed in Item 11, we have one Franchise Marketing Committee, comprised of 15 franchisees who are elected by the franchisees The Franchise Marketing Committee does not have a formal office and it meets at our headquarters Please contact us if you want the names of the current members We are not aware of any franchisee association regardless of whether they use our marks

- We may establish a franchisee referral program We may provide monetary or other compensation or consideration to an existing franchisee who refers to us a qualified prospective franchisee who eventually becomes a franchisee under the System However, our existing franchisees are not sales representatives or sales agents for us

ITEM 21 FINANCIAL STATEMENTS

Our fiscal years end on the last Sunday in December For 2016, our fiscal year-end was December 25 Attached to this Disclosure Documents as Exhibit G are the following financial statements

Our unaudited interim financial statements for the period ending March 26, 2017 THESE INTERIM FINANCIAL STATEMENTS HAVE BEEN PREPARED BY THE COMPANY'S MANAGEMENT AND HAVE NOT BEEN COMPILED, REVIEWED OR AUDITED BY THE COMPANY'S AUDITORS ACCORDINGLY, PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT THE COMPANY'S AUDITORS DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT THERETO AND ASSUME NO RESPONSIBILITY FOR THE FINANCIAL INFORMATION INCLUDED THEREIN

Our financial statements as December 28, 2014, December 27, 2015 and December 25, 2016 as audited by our independent accounting firm

ITEM 22 CONTRACTS

The following sample contracts are included in this disclosure document

Exhibit C Franchise Agreement

Exhibit E Development Agreement

Exhibit F Loan Documents

The following documents are attached to the Franchise Agreement as exhibits Nondisclosure and Non-Competition Agreement as Exhibit E, Lease Addendum as Exhibit G, and Guaranty and Assumption of Obligations as Exhibit C

We also require that you fill out a Compliance Questionnaire before signing the Franchise Agreement The Compliance Questionnaire is attached as Exhibit I

ITEM 23 RECEIPT

The last two pages of this disclosure document are detachable receipt pages Please sign and date each of them as of the date you received this disclosure document, return one copy to us and retain the other for your records

EXHIBIT A - LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises and the Effective Date of this Disclosure Document for these states We may register in one or more of these states

<u>California</u>
Department of Business Oversight
One Sansome Street, Ste 600
San Francisco, California 94104

Department of Business Oversight
320 W 4th Street, Suite 700
Los Angeles, California 90013

Department of Business Oversight
1515 K Street, Suite 200
Sacramento, California 95814
(866) 275-2677 Toll Free

<u>Connecticut</u>
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8299

<u>Georgia</u>
Office of Secretary of State
Corporations Division
315 West Tower, #2
Martin Luther King, Jr Drive
Atlanta, Georgia 30334

<u>Hawaii</u>
Commissioner of Securities of the State of Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

<u>Illinois</u>
Illinois Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

<u>Indiana</u>
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

<u>Louisiana</u>
Office of the Attorney General
Consumer Protection Section
P O Box 94005
Baton Rouge, Louisiana 70804-9005

<u>Maryland</u>
Office of the Attorney General
Securities Division
200 St Paul Place
Baltimore, Maryland 21202
(410) 576-6360

<u>Michigan</u>
Department of the Attorney General
Consumer Protection Division
G Mennen Williams Building
525 Ottawa Street
Lansing, Michigan 48933
(517) 373-7117

<u>Minnesota</u>
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St Paul, Minnesota 55101
(651) 296-4026

<u>New York</u>
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271-0332
(212) 416-8236 Phone
(212) 416-6042 Fax

EXHIBIT A TO THE DISCLOSURE DOCUMENT (continued)

North Carolina
Secretary of State
Securities Division
Old Revenue Complex
2 South Salisbury Street
Raleigh, North Carolina 27601

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue
Fifth Floor, Department 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oklahoma
Secretary of State
2300 N Lincoln Boulevard, Ste 101
Oklahoma City, Oklahoma 73105-4897

Rhode Island
Department of Business Regulation
Securities Division
Bldg 69, First Floor
John O Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9527

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, South Carolina 29201

South Dakota
Director of Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

Utah
State of Utah, Division of Consumer Protection
160 East Three Hundred South
Salt Lake City, Utah 84145-0804
(801) 530-6601

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington
Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road, S W
Tumwater, Washington 98501
(360) 902-8760

Wisconsin
Office of the Commissioner of Securities
345 West Washington Avenue, Fourth Floor
Madison, Wisconsin 53703
(608) 261-9555

EXHIBIT B - LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws We may register in one or more of these states

<u>California</u>
Commissioner of Business Oversight
One Sansome Street, Suite 600
San Francisco, California 94104

Commissioner of Business Oversight
320 W 4th Street, Suite 700
Los Angeles, California 90013

Commissioner of Business Oversight
1515 K St , Suite 200
Sacramento, California 95814
(866) 275-2677

<u>Connecticut</u>
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103

<u>Georgia</u>
Office of Secretary of State
Corporations Division
315 West Tower, #2
Martin Luther King, Jr Drive
Atlanta, Georgia 30334

<u>Hawaii</u>
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

<u>Illinois</u>
Illinois Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706

<u>Indiana</u>
Indiana Secretary of State
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

<u>Louisiana</u>
Office of the Attorney General
Consumer Protection Section
P O Box 94005
Baton Rouge, Louisiana 70804-9005

<u>Maryland</u>
Maryland Securities Commissioner
200 St Paul Place
Baltimore, Maryland 21202

<u>Michigan</u>
Department of Energy, Labor & Economic Growth
Corporations Bureau
P O Box 30054
7150 Harris Drive
Lansing, Michigan 48909

<u>Minnesota</u>
Commissioner of Commerce
85 7th Place East, Suite 500
St Paul, Minnesota 55101

<u>New York</u>
Attention New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

<u>North Carolina</u>
Secretary of State
Securities Division
Old Revenue Complex
2 South Salisbury Street
Raleigh, North Carolina 27601

<u>North Dakota</u>
North Dakota Securities Commissioner
600 East Boulevard, State Capitol
Fifth Floor
Bismarck, North Dakota 58505-0510

<u>Oklahoma</u>
Secretary of State
2300 N Lincoln Boulevard, Ste 101
Oklahoma City, Oklahoma 73105-4897

EXHIBIT B TO THE DISCLOSURE DOCUMENT (continued)

Rhode Island
Director of Department of Business Regulation
Department of Business Regulation
Securities Division
Bldg 69, First Floor
John O Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, South Carolina 29201

South Dakota
Division of Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Washington
Director of Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road, S W
Tumwater, Washington 98501

Wisconsin
Commissioner of Securities
345 West Washington Street, Fourth Floor
Madison, Wisconsin 53703

EXHIBIT C – FRANCHISE AGREEMENT

HURRICANE GRILL & WINGS®

HURRICANE Burgers Tacos Wings™

FRANCHISE AGREEMENT

Between

HURRICANE AMT, LLC
a Florida limited liability company
("Company")

and

____
("Franchisee")

Dated ________________

Hurricane AMT, LLC
1800 Old Okeechobee Road, Suite 100
West Palm Beach, FL 33409-5230
(561) 932-1075
(561) 932-1074 Fax

HURRICANE AMT, LLC
FRANCHISE AGREEMENT

Table of Contents

Exhibits

HURRICANE AMT, LLC

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of ____________, 20____, between HURRICANE AMT, LLC, a Florida limited liability company, with its principal office at 1800 Old Okeechobee Road, Suite 100, West Palm Beach, FL 33409 (the "Company"), and ____________________, whose principal address is ________________ (the "Franchisee")

1 PREAMBLES

A The Company as a result of the expenditure of time, skill, effort and money has developed and owns a distinctive system (the "System") relating to the establishment and operation of family neighborhood restaurants, known as Hurricane Grill & Wings® (the "HGW Restaurants"), specializing in fresh chicken wings prepared in a variety of flavors and other tasty menu items for on-premises and carry-out consumption and the limited service, limited menu restaurants, known as Hurricane Burgers Tacos Wings™ (the "BTW Restaurants") The HGW Restaurants and BTW Restaurants are collectively referred to as the "Restaurants "

B The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design and accessories, products, and procedures for operations, specially developed equipment, equipment layouts, and signage, quality and uniformity of products and services offered, procedures for management and inventory control, training and assistance, and advertising and promotional programs, all of which may be changed, improved, and further developed by the Company from time to time

C The Company identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the mark "Hurricane Grill & Wings®", "Hurricane Burgers Tacos Wings" and such other trade names, service marks, and trademarks as are now designated (and may hereinafter be designated by the Company in writing) for use in connection with the System (the "Proprietary Marks")

D Company continues to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service,

E Franchisee desires to enter into the business of operating a Restaurant under the System, wishes to utilize the Proprietary Marks and wishes to obtain a franchise from the Company for that purpose, as well as to receive the training and other assistance provided by the Company in connection therewith, and

F Franchisee understands and acknowledges the importance of the Company's high standards of quality, cleanliness, appearance, and service and the necessity of operating the business franchised hereunder in conformity with the Company's standards and specifications

2 GRANT

A **Grant of Franchise** Upon the terms and conditions set forth in this Agreement, Company hereby grants to Franchisee the right and franchise for a term of twenty (20) years, commencing on the date of this Agreement, unless sooner terminated by the Company in accordance with Section 15 hereof, and Franchisee accepts and undertakes the obligation, to (a) operate one (1) Restaurant under the System, (b) to use, only in connection with the Restaurant, the Proprietary Marks and the System, as they may be changed, improved, or further developed from time to time by the Company, and (c) and to do so only at the location specified in Exhibit A (the "Accepted Location") If, at the time of execution of this Agreement, a location for the Restaurant has not been obtained by Franchisee and accepted by the Company, Franchisee shall lease, sublease, or acquire a site for the Restaurant, subject to Company's acceptance within the geographical area designated on Exhibit B hereof (the "Area") Franchisee shall not relocate the Restaurant without the Company's prior written consent The Company shall have the right to grant or withhold acceptance of the Accepted Location under this Section 2A, and if acceptance is granted, such acceptance shall not be deemed to be a guarantee, representation, or assurance by the Company that Franchisee's Restaurant at the Accepted Location shall be profitable or successful

B **Rights Reserved by the Company/Protected Area** During the term of this Agreement, the Company shall not establish, nor license any other person to establish, another Restaurant at any location within the geographic area (the "Territory") defined in Exhibit A, except as otherwise provided in this Agreement If the Accepted Location and Territory have not been determined at the time of execution of this Agreement, the Territory shall be determined at the time the location has been accepted The Company retains all other rights, and may, among other things, on any terms and conditions Company deems advisable, and without granting Franchisee any rights therein

(1) to establish, and license others to establish, Restaurants at any location outside the Territory notwithstanding their proximity to the Territory or the Accepted Location or their actual or threatened impact on sales at Franchisee's Restaurant,

(2) to establish, and license others to establish, Restaurants at any institutional or captive audience facilities, including, without limitation, military bases, public transportation facilities, government offices or institutions, educational institutions, health care facilities, toll road or highway rest stops, parks, stadiums, malls, museums, art centers, contract or institutional food service operators, in theaters, warehouse clubs, theme parks, amusement centers, truck stops, or casinos ("Institutional Facilities") within or outside the Territory, notwithstanding such Restaurants' proximity to the Accepted Location or their actual or threatened impact on sales at Franchisee's Restaurant,

(3) to establish, acquire or operate, or license others to establish and operate, restaurants or stores under other systems or other proprietary marks, which restaurants or stores may offer or sell products or services that are the same as, similar to, or different from the products and services offered from the Restaurant, and which restaurants or stores may be located within or outside the Territory, notwithstanding such stores' proximity to the Accepted Location or their actual or threatened impact on sales at Franchisee's Restaurant, and

(4) to sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products, services or merchandise, from any location or to any purchaser (including, but not limited, to sales made at retail locations, supermarkets, gourmet shops, mail order, and on the Internet), so long as such sales are not conducted from a Restaurant operated from a location inside the Territory (excluding an Institutional Facility)

3 DEVELOPMENT OF RESTAURANT

A **Site Selection** If Franchisee has not located and the Company has not accepted the site for the Premises of the Restaurant at the time of execution of this Agreement, Franchisee agrees to locate, within one hundred fifty (150) days after the date of this Agreement, a site suitable for the operation of a Restaurant and acceptable to the Company within the geographical area designated on Exhibit B hereof (the "Area") Franchisee must submit a site report, in the form specified by the Company, for the proposed site within the Area that meets the Company's standard site selection criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from other businesses within the Area, the proximity to other businesses, the nature of other businesses in proximity to the site and other commercial characteristics, and the size, appearance and other physical characteristics of the Premises The Company agrees to expend such time and effort and incur such expense as may reasonably be required to inspect the site Franchisee proposes The Company will, at its sole discretion, accept or decline the proposed site for the Restaurant and notify Franchisee thereof within thirty (30) days after the Company receives the complete site report and other materials the Company requests containing all information the Company reasonably requires

Franchisee acknowledges and agrees that the Company's acceptance of a proposed site and any information communicated to Franchisee regarding the proposed site shall not constitute a warranty or representation of any kind, express or implied, as to the suitability of the proposed site for a Restaurant or for any other purpose, and the Company's selection or acceptance of such site merely signifies that the Company is willing to grant a franchise for a Restaurant at such proposed site Franchisee further acknowledges and agrees that its acceptance of a Restaurant franchise at the proposed site shall be based solely on its own independent investigation of the suitability of such proposed site for a Restaurant

B **Lease of Premises of the Restaurant** Franchisee shall, within ninety (90) days after the acceptance of the Restaurant site, lease, sublease or purchase the Premises for the Restaurant The Company shall have the right to approve the terms of any lease, sublease or purchase contract for the Premises and Franchisee agrees to deliver a copy thereof to the Company for its approval prior to Franchisee's execution Such approval shall not be unreasonable withheld At the time of submission Franchisee shall pay the Company a lease review fee of One Thousand Dollars ($1,000) **The Company's review of a lease, sublease or purchase agreement will be limited to issues related to operation of the Restaurant, compliance with System standards, and matters of importance to the Company The Company will not review the documents to evaluate legal, financial or business terms Any advice or recommendation offered by the Company does not constitute a representation or guarantee that Franchisee will succeed at the Accepted Location nor constitutes an expression of the Company's opinion regarding the**

terms of the lease or purchase agreement Franchisee acknowledges and agrees that Franchisee is solely relying on Franchisee's review of any lease Any lease or sublease for the Premises shall, in form satisfactory to the Company (a) provide for notice to the Company of, and the Company's right to cure, Franchisee's default under said lease or sublease, (b) provide for Franchisee's right to assign to the Company its interest under said lease or sublease without the lessor's or sublessor's consent, and (c) authorize the lessor or sublessor to disclose to the Company sales information Franchisee furnishes Franchisee agrees that it will not execute a lease, sublease or purchase contract which the Company has, for any reason, disapproved Franchisee shall deliver a copy of the signed lease, sublease or purchase contract to the Company within five (5) days after its execution If the Company so requires, Franchisee agrees that it will, in a form satisfactory to the Company as security for Franchisee's timely performance of all Franchisee's covenants and obligations under this Agreement, secure the consent of the lessor or sublessor of the Premises to such collateral assignment

C **Restaurant Development** Franchisee shall be responsible for developing the Restaurant The Company will furnish to Franchisee mandatory and suggested specifications and layouts for a Restaurant, including requirements for dimensions, design, image, interior layout, decor fixtures, equipment, signs, furnishings, storefront and color scheme Franchisee shall employ a qualified, licensed architect or engineer who is reasonably acceptable to Company to prepare, for Company's approval, preliminary plans and specifications for site improvement and construction of the Restaurant based upon prototype design and image specifications furnished by Company in the Manual, and as may otherwise be authorized by Company due to the particularities of the site of the Restaurant Franchisee must insure that such plans and specifications comply with the applicable ordinances, building codes and permit requirements and with lease requirements and restrictions Franchisee shall submit construction plans and specifications to the Company for its approval before construction of the Restaurant is commenced and shall, upon the Company's request, submit all revised or "as built" plans and specifications during the course of such construction All construction must be in accordance with construction plans and specifications the Company approves and comply in all respects with applicable laws, ordinances and local rules and regulations The Company may furnish guidance to Franchisee in developing the Restaurant and may periodically inspect the Premises during its development

Company's approval shall be limited to conformance with Company's standard image specifications and layout and shall not relate to Franchisee's obligations with respect to any federal, state and local laws, codes and regulations including, without limitation, the applicable provisions of the Americans with Disability Act, and all similar applicable state laws and regulations (collectively, "ADA") regarding the construction, design and operation of the Restaurant, which subjects shall be Franchisee's sole responsibility

Franchisee shall comply, at Franchisee's expense, with all federal, state and local laws, codes and regulations, including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Restaurant If Franchisee receives any complaint, claim, or other notice alleging a failure to comply with the ADA, Franchisee agrees that Franchisee shall provide Company with a copy of such notice within five (5) days after receipt thereof

Prior to opening the Restaurant, and after any renovation, Franchisee shall execute and deliver to Company an ADA Certification in the form attached to this Agreement as Exhibit F, to certify to Company that the Restaurant and any proposed renovations comply with the ADA, and all state, local, and municipal codes and regulations

Franchisee agrees, at its sole expense, to do or cause to be done the following within one hundred twenty (120) days after the execution of the lease, sublease or purchase contract for the Premises of the Restaurant

(1) secure all financing required to develop the Restaurant fully,

(2) obtain all required building, utility, sign, health, sanitation, business and other permits and licenses,

(3) construct all required improvements to the Premises and decorate the Restaurant in compliance with plans and specifications approved by the Company,

(4) purchase or lease and install all required fixtures, equipment, furnishings and signs required for the Restaurant,

(5) obtain all necessary permits, licenses and certifications with respect to the sale of alcoholic beverages within the jurisdiction of the Restaurant, and

(6) purchase an opening inventory of authorized and approved products and other materials and supplies

D Equipment, Fixtures, Furnishings, Storefront, and Signs Franchisee agrees to use in the development and operation of the Restaurant only those fixtures, furnishings, equipment, storefront and signs that the Company has approved for Restaurants as meeting its specifications and standards for quality, design, appearance, function and performance Franchisee further agrees to place or display at the Premises (interior and exterior) only such signs, emblems, lettering, logos and display materials that the Company approves in writing from time to time Franchisee shall purchase or lease approved brands, types or models of fixtures, furnishings, equipment, storefront and signs only from suppliers designated or approved by the Company If Franchisee proposes to purchase, lease or otherwise use any fixture, furnishings, equipment, storefront or sign which is not then approved by the Company, Franchisee shall first notify the Company in writing and shall submit to the Company in writing, upon its request, sufficient specifications, photographs, drawings and/or other information or samples for a determination whether such fixture, furnishings, equipment, storefront and/or sign complies with the Company's specifications and standards

E Restaurant Opening Franchisee agrees not to open the Restaurant for business until (a) all of Franchisee's obligations under Section 3C have been fulfilled, (b) the Company determines that the Restaurant has been constructed, decorated, furnished, equipped and stocked with materials and supplies in accordance with approved plans and specifications, (c) pre-opening training of Restaurant managers and other personnel has been completed to the Company's satisfaction, (d) the franchise fee and other amounts due to the Company have been paid, and (e) the Company has been furnished with copies of all insurance policies required by Section 12 of this Agreement, or such other evidence of insurance coverage and payment of premiums as the Company requests, and with certification that all have been obtained Franchisee agrees to comply with these conditions and to open the Restaurant for business on the earlier of one hundred twenty (120) days after the execution of the lease, sublease or purchase contract for the Premises of the Restaurant or the date specified for opening the Restaurant contained in the lease for the Premises

4 TRAINING AND GUIDANCE

A **Training** Prior to the opening, the Company shall designate and furnish a training program on the operation of a Restaurant The training program will include operational training at a HGW Restaurant or BTW Restaurant and at such places as may be designated by the Company Operational training includes management skills and on-the-job proficiency training to insure the Company's standards of quality and consistency For HGW Restaurants, Franchisee may attend, and shall designate at least three (3) manager trainees (or four (4) in the case of a Restaurant with more than two hundred (200) seats) to attend the Company's training program For BTW Restaurants, Franchisee may attend, and shall designate a total of three (3) manager trainees to attend the Company's training program If Franchisee is an entity, Franchisee must designate a Principal, to be approved by the Company, as the principal managing owner or operator of the Franchisee entity who will have the role as chief spokesperson and manager for Franchisee (the "**Principal Operator**") Franchisee shall be responsible for all compensation, insurance, travel and living expenses which Franchisee and its trainees incur in connection with the training program All manager trainees shall be required to complete all phases of the training program to the Company's satisfaction If such trainees complete the training program to the Company's satisfaction, the Company shall issue to Franchisee certificates of completion for such trainees ("Certified Managers") For HGW Restaurants, if Franchisee has more than three (3) individuals attend the Company's training program, Franchisee shall pay a training fee of One Thousand Two Hundred Dollars ($1,200) for each additional person For BTW Restaurants, if Franchisee has more than three (3) individual attend the Company's training program, Franchisee shall pay a training fee of One Thousand Two Hundred Dollars ($1,200) for each additional person

If the Restaurant subsequently receives inspection reports from the Company which are unsatisfactory to the Company in any manner, the Company may require Franchisee's Certified Managers, at Franchisee's expense, to attend refresher courses at locations designated by the Company If the Restaurant requires new or additional managers to be trained, Franchisee, at Franchisee's expense, may send the designated manager trainee to the Company for training or the Company, at Franchisee's expense, will send a trainer to train the manager trainee

If Franchisee's Restaurant is used for any training program, Franchisee shall offer all trainees and trainers a discount of fifty percent (50%) for all meals consumed by such individuals at Franchisee's Restaurant during the training program

B **Guidance** The Company representative shall advise Franchisee in writing from time to time of any operating problems of the Restaurant disclosed by reports submitted to or inspections made by the Company and shall furnish to Franchisee guidance in connection with

(a) methods, standards and operating procedures utilized by Restaurants, (b) purchasing approved fixtures, furnishings, equipment, signs, supplies and products, (c) advertising and promotional programs, and (d) employee training and general operating and management procedures Such guidance shall, in the Company's discretion, be furnished in a form found in the Company's confidential operations manual ("Operations Manual"), bulletins and other written materials, telephone conversations and/or consultations at the Company's offices or at the Restaurant

C **Operations Manual** The Company will loan to Franchisee during the term of this Agreement one (1) copy of the Operations Manual at no cost The Company may provide the Operations Manual in an electronic format The Operations Manual contains mandatory and suggested specifications, standards and operating procedures prescribed from time to time by the Company for Restaurants and information relating to Franchisee's obligations under this Agreement Franchisee agrees to comply fully with such obligations and mandatory specifications The Operations Manual may be modified from time to time to reflect changes in the image, specifications, standards, procedures, approved products and supplies of a Restaurant, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement Franchisee shall keep its copy of the Operations Manual current If a dispute relating to the contents of the Operations Manual develops, the master copy maintained by the Company at its principal office shall control The Operations Manual remains the property of the Company

D **Opening Assistance** In connection with the opening of the Restaurant, the Company will provide Franchisee with one lead trainer for a period of fourteen (14) days (which need not be consecutive days) to provide opening assistance If the Company determines that Franchisee needs additional assistance, the Company will provide such additional opening assistance as it deems necessary to effectively open the Restaurant and supplement general operating and management procedures Franchisee shall pay for the air travel, lodging, ground transportation and per diem compensation for the balance of the opening team other than the lead trainer

5 MARKS

A **Ownership and Goodwill of Marks** Franchisee acknowledges that its right to use the Proprietary Marks is derived solely from this Agreement and is limited to its conduct of business pursuant to and in compliance with this Agreement Any unauthorized use of the Proprietary Marks by Franchisee shall constitute a breach of this Agreement and an infringement of the Company's rights in and to the Proprietary Marks Franchisee acknowledges and agrees that its usage of the Proprietary Marks and any goodwill established thereby shall inure to the Company's exclusive benefit and that this Agreement does not confer any goodwill or other interest in the Proprietary Marks upon Franchisee All provisions of this Agreement applicable to the Proprietary Marks shall apply to any additional trademarks, service marks and trade dress hereafter authorized for use by and licensed to Franchisee by the Company

B **Limitations on Franchisee's Use of Marks** Franchisee agrees to use the Proprietary Marks as the sole identification of the Restaurant, provided that Franchisee shall identify itself as the independent owner thereof in the manner prescribed by the Company

Franchisee shall not use any Proprietary Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may Franchisee use any Proprietary Mark in connection with the performance or sale of any unauthorized services or products or in any other manner not expressly authorized in writing by the Company Franchisee agrees to prominently display the Proprietary Marks at the Restaurant, or on supplies or materials designed by the Company and in connection with packaging materials, forms, labels and advertising and marketing materials All Proprietary Marks shall be displayed in the manner prescribed by the Company Company is required by law to control the quality of the goods and services offered through use of its Proprietary Marks, and Franchisee acknowledges that compliance with this Section is a necessary condition to Franchisee's continued use of the Proprietary Marks Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of the Company's counsel, be necessary or advisable to protect and maintain the Company's interests in any litigation or in any U S Patent and Trademark Office or other proceedings involving the Proprietary Marks or otherwise to protect and maintain the Company's interest in the Proprietary Marks Franchisee agrees not to use or permit the use or display of the Proprietary Marks as part of any Internet domain name or website, or any other electronic identifier (including but not limited to e-mail addresses, account names in a social media site, and the like) of Franchisee or the Restaurant in any forum or medium

C **Discontinuance of Use of Marks** If it becomes advisable at any time, in the Company's sole discretion, for the Company and/or Franchisee to modify or discontinue use of any Proprietary Mark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply with the Company's directions to modify or otherwise discontinue the use of such Proprietary Mark within a reasonable time after notice thereof by the Company, and the Company shall have no liability or obligation with respect to Franchisee's modification or discontinuance of any Proprietary Mark

D **Notification of Infringements and Claims** Franchisee shall immediately notify the Company of any apparent infringement of or challenge to Franchisee's use of any Proprietary Mark, or claim by any person of any rights in any Proprietary Mark and Franchisee shall not communicate with any person other than the Company or its counsel in connection with any such infringement, challenge or claim

E **Indemnification of Franchisee** The Company agrees to indemnify Franchisee against and to reimburse Franchisee for all damages for which it is held liable in any proceeding arising out of its authorized use of any Proprietary Mark pursuant to and in compliance with this Agreement and for all costs it reasonably incurs in defending any such claim brought against it or any proceeding in which it is named as a party, providing that Franchisee has timely notified the Company of such claim or proceeding and has otherwise complied with this Agreement The Company, at its discretion, shall be entitled to defend any proceeding arising out of Franchisee's use of any Proprietary Mark pursuant to this Agreement, and the Company shall have no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursement of any counsel retained by Franchisee

6 FEES

A **Franchise Fee** Franchisee shall pay the Company a nonrecurring franchise fee in the amount of Thirty Five Thousand Dollars ($35,000) Franchisee shall pay this franchise fee to the Company upon execution of this Agreement This fee shall be fully earned by the Company when paid and is non-refundable

B **Royalty Fee** For each Week during the term of this Agreement, Franchisee shall (a) pay Company a continuing royalty fee in an amount equal to five percent (5%) of the Adjusted Gross Sales of the Restaurant ("Royalty Fees"), and (b) report to Company in writing (or electronically) its Adjusted Gross Sales (a "Sales Report") As used in this Agreement, the following terms shall have the following meanings

(1) The term "**Adjusted Gross Sales**" means all revenue from the sale of all products, including all food and beverage products, all merchandise, all other products or services offered at or from the Restaurant, and all other income of every kind and nature related to, derived from, or originating from the Restaurant, including revenue from amusement games, games of chance, ATMs, and proceeds of any business interruption insurance policies, whether at retail or wholesale (whether such sales are permitted or not), whether for cash, check, or credit, and regardless of collection in the case of check or credit, provided, however, that "Adjusted Gross Sales" excludes any customer refunds, coupon sales, employee meal allowances greater than the revenue actually received, sales taxes, and/or other taxes collected from customers by Franchisee and actually transmitted to the appropriate taxing authorities The specific rules and requirements for calculating and determining Adjusted Gross Sales, including accounting and recording policies, shall be set forth in the Manual The rules, requirements, and policies may be changed by Company from time to time, and Franchisee shall comply with all such rules, requirements, and policies

(2) The term "**Week**" means the period starting with the commencement of business on Monday and concluding at the close of business on the following Sunday (or, if the Restaurant is not open on a Sunday, the immediately preceding business day), however, Company shall have the right to designate in writing any other period of not less than seven days to constitute a "Week" under this Agreement

C **Alternative Royalty Fees and Other Payments** If a state or local law in which the Restaurant is located prohibits or restricts in any way Franchisee's ability to pay and Company's ability to collect Royalty Fees or other amounts based on Adjusted Gross Sales derived from the sale of alcoholic beverages at the Restaurant, then Company and Franchisee will renegotiate the Royalty Fees and other provisions to provide the same basic economic effect to both Company and Franchisee as otherwise provided in this Agreement, with a corresponding change to the definition of Adjusted Gross Sales

D **Interest and Late Payments** All Royalty Fees and Brand Building Fund contributions (as provided in Section 9C), amounts due for purchases by Franchisee from the Company or its affiliates and other amounts which Franchisee owes to the Company or its affiliates shall bear interest ten (10) days after their due date at the highest applicable legal rate for open account business credit, not to exceed one and one-half percent (1 5%) per month Franchisee acknowledges that this Section shall not constitute the Company's agreement to accept such payments after they are due or a commitment by the Company to extend credit to, or otherwise finance Franchisee's operation of the Restaurant Further, Franchisee acknowledges that its failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided in Section 15 hereof, notwithstanding the provisions of this Section

E **Application of Payments** Notwithstanding any designation by Franchisee, the Company shall have sole discretion to apply any payments by Franchisee to any of its past due indebtedness for royalty fees, Brand Building Fund contributions, purchases from the Company or its affiliates, interest or any other indebtedness However, if any payment to any fund is a matter in dispute then Franchisee may request in writing that the designation of the payment not be applied to the disputed amount

F **Payments** All payments required by Section 6B above and Section 9 below based on the Adjusted Gross Sales for the preceding Week, and the Sales Report required by Section 6B for the Adjusted Gross Sales for the preceding Week, shall be paid and submitted so as to be received by Company by Monday of each Week If requested by Company, Franchisee shall establish an arrangement for electronic funds transfer or deposit of any payments required under Sections 6 or 9 Franchisee shall execute Company's current form of "Authorization Agreement for Prearranged Payments (Direct Debits)," and Franchisee shall comply with the payment and reporting procedures specified by Company in the Manual If Franchisee makes any payments to Company under this Agreement by check or electronic funds transfer, and such payment is returned to Franchisee without having made payment to Company, or if Franchisee fails to submit any reports when due, then Company shall have the right to charge Franchisee a fee of One Hundred Dollars ($100) for each such returned check or report not timely submitted Such fee represents the Company's administrative costs of handling such transaction and is not a penalty or interest Franchisee expressly acknowledges and agrees that Franchisee's obligations for the full and timely payment of Royalty Fees and Brand Building Fund contributions (and all other amounts provided for in this Agreement) shall be absolute, unconditional, fully earned, and due upon Franchisee's generation of Adjusted Gross Sales Franchisee shall not for any reason delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or set-off same against any claims or alleged claims Franchisee may allege against Company, the Brand Building Fund contributions, or others Franchisee shall not, on grounds of any alleged non-performance by Company or others, withhold payment of any fee, including without limitation Royalty Fees or Brand Building Fund contributions, nor withhold or delay submission of any reports due hereunder including but not limited to Sales Reports

7 CONFIDENTIAL INFORMATION/EXCLUSIVE RELATIONSHIP

The Company possesses certain proprietary and confidential information relating to the operation of Restaurants, which includes the ingredients, formulas, recipes and methods of preparation of certain food products sold at Restaurants, and methods, techniques, formats, specifications, systems, procedures, methods of business management, sales and promotional techniques and knowledge of and experience in the operation and establishment of Restaurants (the "Confidential Information") The Company will disclose the Confidential Information to

Franchisee in furnishing to Franchisee the training program and subsequent training, the Operations Manual and in guidance and assistance furnished to Franchisee during the term of this Agreement

Franchisee acknowledges and agrees that it will not acquire any interest in the Confidential Information, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition Franchisee acknowledges and agrees that the Confidential Information is proprietary, may involve trade secrets of the Company and is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee does hereby agree, that he (i) will not use the Confidential Information in any other business or capacity, (ii) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, (iii) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form, and (iv) will adopt and implement all reasonable procedures that the Company prescribes from time to time to prevent unauthorized use or disclosure of the Confidential Information Notwithstanding anything to the contrary contained in this Agreement and provided Franchisee shall have obtained the Company's prior written consent, which consent shall not be unreasonably withheld, the restrictions on Franchisee's disclosure and use of the Confidential Information shall not apply to the following (a) information, processes or techniques which are or become generally known in the restaurant industry, other than through disclosure (whether deliberate or inadvertent) by Franchisee, and (b) disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose such information, provided Franchisee shall have used his best efforts and shall have afforded the Company the opportunity to obtain an appropriate protective order or other assurance satisfactory to the Company of confidential treatment for the information required to be so disclosed

Any employee who may have access to any confidential information regarding the Restaurant shall execute a covenant that he will maintain the confidentiality of information he receives in connection with his association with Franchisee Such covenants shall be on a form provided by Company, which form shall, among other things, designate Company as a third party beneficiary of such covenants with the independent right to enforce them

Franchisee acknowledges and agrees that the Company would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Restaurants if franchisees of Restaurants were permitted to hold interests in or perform services for any competitive businesses

Franchisee agrees that the Company and its affiliates shall have the perpetual right to use and authorize other Restaurants to use, and Franchisee shall fully and promptly disclose to the Company, all ideas, concepts, formulas, recipes, methods and techniques relating to the development and/or operation of a Restaurant during the term of this Agreement Franchisee acknowledges that such ideas, concepts, formulas, recipes, methods and techniques shall be the Company's sole property, and the Franchisee shall not be entitled to any compensation whatsoever for the same

8 RESTAURANT IMAGE AND OPERATING STANDARDS

A **Condition and Appearance of the Restaurant** Franchisee agrees that

(1) Neither the Restaurant nor the Premises will be used for any purpose other than the operation of a Restaurant in compliance with this Agreement,

(2) Franchisee will maintain the condition and appearance of the Restaurant, its equipment, fixtures, furnishings, signs and vehicles, and the Premises in accordance with the Company's standards and specifications and consistent with the image of a Restaurant as a clean, sanitary, attractive and efficiently operated restaurant offering high quality food, beverages and other products and courteous and helpful service Without limiting the foregoing, Franchisee acknowledges that the building decor and signage are an integral part of the Restaurants and agrees to conduct such maintenance in connection with such building decor and signage,

(3) Franchisee will perform such maintenance of the Restaurant and the Premises as the Company requires from time to time to maintain such condition, appearance and efficient operation including, without limitation

(a) continuous and thorough cleaning and sanitation of the interior and exterior of the Restaurant,
(b) interior and exterior repair of the Restaurant,
(c) replacement of worn out or obsolete fixtures, furnishings, equipment, storefront and signs with approved improvements, fixtures, furnishings, equipment, storefront and signs,
(d) periodic painting and decorating

(4) From time to time during the term hereof, Franchisee shall refurbish the Restaurant at its expense to conform to the building design, exterior facade, trade dress, signage, furnishings, decor, color schemes, and presentation of the Proprietary Marks in a manner consistent with the image then in effect for new Restaurants, including without limitation remodeling, redecoration, and modifications to existing improvements, as the Company may require in writing (collectively, "Facilities Remodeling") Franchisee shall have six (6) months after receipt of the Company's written notice within which to complete Facilities Remodeling

Franchisee shall not be required to engage in Facilities Remodeling more than once every five (5) years during the term of this Agreement, provided, however, that the Company may require Facilities Remodeling more often if such Facilities Remodeling is required as a pre-condition to renewal as described in Section 14

(5) Franchisee will place or display at the Premises (interior or exterior) only such signs, emblems, lettering, logos and display and advertising materials that the Company approves in writing from time to time, and

(6) Franchisee will not make any material alterations to the Premises or to the appearance of the Restaurant as originally developed without the Company's prior written consent

If Franchisee does not maintain the condition and appearance of the Restaurant as herein required, the Company may, upon not less than thirty (30) days' written notice to Franchisee (A) arrange for the necessary cleaning or sanitation, repair, remodeling, upgrading, painting or decorating, or (B) replace the necessary fixtures, furnishings, equipment, storefront or signs Franchisee shall pay the entire cost thereof on or before the fifth (5th) day following the receipt of a bill thereof from the Company

B **Restaurant Menu** Franchisee agrees that the Restaurant shall offer for sale all food and beverage products and the on-premises consumption services that the Company authorizes from time to time Franchisee further agrees that the Restaurant shall not offer for sale or sell any other products or services at or from the Restaurant or use the Premises for any other purpose other than the operation of the Restaurant

C **Sales of Products to the Franchisee's Affiliates** With respect to sales of products and services by the Restaurant to affiliates of the Franchisee, if any, such sales shall be on terms and conditions regularly applicable to nonaffiliated customers of the Franchisee, which in all cases shall be arm's-length

D **Approved Products, Distributors, and Suppliers** The reputation and goodwill of Restaurants are based upon, and can only be maintained by, the sale of distinctive, high quality food products and beverages and the presentation, packaging and service of such products in an efficient and appealing manner The Company may develop certain proprietary equipment and food products which will be prepared by or for the Company according to the Company's proprietary special recipes and formulas The Company also has developed standards and specifications for other goods, food products, ingredients, spices, seasonings, mixes, marinades, beverages, materials, equipment and supplies incorporated in or used in the preparation, cooking, serving, packaging and delivery of prepared food products authorized for sale at Restaurants The Company may approve suppliers and distributors of the foregoing products and equipment that meet its standards and requirements including, without limitation, standards and requirements relating to product quality, prices, consistency, reliability, financial capability, labor and customer relations Franchisee agrees that the Restaurant will (a) purchase any food products developed by the Company pursuant to a special recipe or formula only from the Company or a third party designated and licensed by the Company to prepare and sell such products and (b) purchase from distributors and other suppliers approved by the Company all other goods, food products, ingredients, spices, seasonings, mixes, marinades, beverages, materials, equipment and suppliers (used in the preparation of the products) and menus, forms, paper and plastic products, packaging or other materials that meet the Company's standards and specifications The Company may from time to time modify the list of approved brands and/or suppliers, and Franchisee shall not, after receipt in writing of such modification, reorder any brand from any supplier which is no longer approved

The Company may approve a single distributor or other supplier for any product or special equipment and may approve a distributor or other supplier only as to certain products The Company may concentrate purchases with one or more distributors or suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Restaurants franchised or operated by the Company Approval of a distributor or other supplier may be conditioned on requirements relating to the frequency of delivery, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such distributor or other supplier by the Company The Company may establish Company or affiliate owned and operated food commissaries and distribution facilities which the Company may designate as an approved distributor or supplier

The Company may negotiate purchase agreements, including group rates and price terms with suppliers, for purchases of equipment and supplies (including print materials and merchandise) necessary for the operation of the Franchised Restaurant The Company may collect and retain certain manufacturing allowances, marketing allowances, rebates, credits, monies, payments and benefits (collectively, "Allowances") offered to the Company or to its affiliates by manufacturers, suppliers and distributors based upon purchases of products and other goods and services by franchisees These Allowances are or will be based on System-wide purchases of advertising, food, equipment, supplies, paper goods, merchandise and other items Allowances may vary from supplier to supplier, and from product to product Allowances may be contributed to the Brand Building Fund, paid back to franchisees in the form of pro rata rebates, or used by the Company for brand enhancements and other activities related to promoting the brand (such as image development, public relations, a secret shopper program, etc) In addition to the Allowances described above, the Company may also receive fees or payments from one or more suppliers as consideration for negotiating deals with suppliers and/or designating a supplier as an approved supplier or as the sole approved supplier for a particular product or service ("Placement Fee") If the Company receives Placement Fees, the Company may not contribute these to the Brand Building Fund, but may use some or all of them for company development, brand enhancements or other purposes

Franchisee shall notify the Company and submit to the Company such information, specifications and samples as the Company requests if the Franchisee proposes to purchase any products, packaging or other materials or utensils from a distributor or other supplier whom the Company has not previously approved The Company shall notify Franchisee within thirty (30) days whether the Franchisee is authorized to purchase such products from such distributor or other supplier

Franchisee shall at all times maintain an inventory of approved food products, beverages, ingredients and other products sufficient in quantity and variety to realize the full potential of the Restaurant The Company may, from time to time, conduct market research and testing to determine consumer trends and the stability of new food products and service Franchisee agrees to cooperate by participating in the Company's customer survey and market research programs, provided the costs are reasonable

E Specifications, Standards, and Procedures The Company shall endeavor to maintain the commercially high standards of quality and service at all Restaurants it operates and franchises Franchisee agrees to cooperate with the Company by maintaining such commercially high standards in the operation of the Restaurant Franchisee further agrees to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written communication to Franchisee) relating to the appearance, function, cleanliness and operation of the Restaurant, including but not limited to (a) type, quality, taste, weight, dimensions, ingredients, uniformity, cooking methods, manner of preparation and sale of all food products and beverages sold by the Restaurant and all other products used in the packaging and sale thereof, (b) sales and marketing procedures and customer service, (c) advertising and promotional programs, (d) layout, decor and color scheme of the Restaurant, (e) appearance and dress of employees, (f) safety, maintenance, appearance, cleanliness, sanitation, standards of service and operation of the Restaurant, (g) submission of requests for approval of brands of Products, supplies and suppliers, (h) use and illumination of signs, posters, displays, standard formats and similar items, (i) identification of Franchisee as the owner of the Restaurant, (j) types of fixtures, furnishings, equipment and signs, (k) delivery and service, and (l) days and hours of operation Mandatory specifications, standards and operating procedures that the Company prescribes from time to time to all its Restaurants, in the Operations Manual or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein All references herein to this Agreement shall include these mandatory specifications, standards and operating procedures

F **Compliance with Laws and Good Business Practices** Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Restaurant and shall transmit a copy of all such licenses, certificates, and permits to the Company within ten (10) days after their receipt by Franchisee Franchisee shall operate the Restaurant in full compliance, subject to its right to contest, with all applicable laws, ordinances and regulations including, without limitation, all laws governing the sale of alcoholic beverages, all government regulations relating to handling of food products, occupational hazards and health, workers' compensation insurance, unemployment insurance and withholding and payment of Federal and state income taxes, social security taxes and sales taxes All advertising and promotion by Franchisee shall be completely factual and shall conform to the highest standards of ethical advertising Franchisee shall in all dealings with its customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct Franchisee agrees to refrain from any business or advertising practice which may be injurious to the business of the Company and the goodwill associated with the Proprietary Marks and other Restaurants Franchisee shall notify the Company in writing within five (5) days after the commencement of (a) any action, suit or proceeding, or the issuance of any order, written injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of Franchisee or the Restaurant, or (b) of any notice or violation of any law, ordinance or regulation relating to health, sanitation or the possession or sale of alcoholic beverages at the Restaurant

G **Restaurant Management and Personnel** The Restaurant shall at all times be under the direct, on-premises supervision of a Certified Manager who has satisfactorily completed the Company's training program Franchisee (or its designee) ("Principal Operator") shall remain active in overseeing the operations of the Restaurant Franchisee shall hire all employees of the Restaurant and be exclusively responsible for the terms of their employment and compensation and for the proper training of such employees in the operation of the Restaurant Franchisee shall establish at the Restaurant an employee training program meeting the standards prescribed by the Company Franchisee shall require all employees to maintain a neat and clean appearance and to conform to the standards of dress and/or uniforms specified by the Company from time to time for the Restaurants

H **Pricing** Company may from time to time offer guidance with respect to what it believes to be the optimum selling price, but except as set forth below with respect to maximum prices, Franchisee is in no way bound to adhere to any such recommended or suggested price Franchisee shall have the right to sell its products and provide services at any price Franchisee may determine, except that Company reserves the right to establish maximum prices for any given product or service nationwide or within an advertising market (as determined by Company), to the extent permitted by applicable state and/or federal law Franchisee shall not exceed any maximum price established by Company, but remains at all times free to charge any price below the maximum price established by Company

I **Technology**

(1) Computer System The Company has the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Restaurants, including without limitation (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among Franchisee's Restaurants and the Company, the Company's designee and/or Franchisee, (b) Cash Register Systems (defined below), (c) physical, electronic, and other security systems, (d) printers and other peripheral devices, (e) archival back-up systems, and (f) internet access mode (e g , form of telecommunications connection) and speed (collectively, all of the items of hardware, software, firmware, systems, and other elements referred to above in this Section are referred to in this Agreement as the "Computer System") The Company may from time to time require Franchisee to have support and maintenance contracts for the Computer System Franchisee will comply with our requirements with respect to the Computer System In this regard

(a) The Company has the right, but not the obligation, to develop or have developed for the Company, or to designate, any or all of the following

(i) computer software programs and accounting system software that Franchisee must use in connection with the Computer System ("Required Software"), which Franchisee must install,

(ii) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee must install,

(iii) the tangible media upon which such Franchisee must record or receive data,

(iv) the database file structure of Franchisee's Computer System, and

(v) an Extranet for informational assistance, which may include, without limitation, the Manual, training other assistance materials, and management reporting solutions, and

(vi) answering service requirements and/or system-wide phone order processing of all delivery orders, and/or to designate vendors that will provide such order processing

(b) Franchisee must install and use the Computer System and Required Software in the manner that the Company requires

(c) Franchisee must implement and periodically upgrade and make other changes to the Computer System and Required Software as the Company may reasonably request in writing (collectively, "Computer Upgrades")

(d) Franchisee must comply with the Company's written specifications (whether in the Manual or otherwise) with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at Franchisee's own expense

(e) Franchisee will afford the Company unimpeded access to Franchisee's Computer System and Required Software in the manner, form, and at the times that the Company requests

(2) Data Franchisee agrees that all data that Franchisee collects from customers and potential customers in connection with the Franchisee's Restaurant ("Customer Data") is deemed to be owned exclusively by the Company, and Franchisee also agrees to provide the Customer Data to the Company at any time that the Company requests Franchisee to do so Franchisee has the right to use Customer Data while this Agreement or a Successor Franchise Agreement is in effect, but only in connection with operating the Franchisee's Restaurant and only in accordance with the policies that the Company establishes from time to time Franchisee may not sell, transfer, or use Customer Data for any purpose other than operating the Franchisee's Restaurant and marketing "Hurricane Grill & Wings" and "Hurricane Burgers Tacos Wings" products and services However, if Franchisee transfers the Restaurant (as provided in Section 13 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Restaurant

(3) Ownership of Data The Company has the right to periodically specify in writing, in the Manual or otherwise, the information that Franchisee must collect and maintain on the Computer System and Franchisee will provide the Company with the reports that the Company may reasonably request from the data so collected and maintained Franchisee agrees to (a) download to the Company daily (or at such other intervals that the Company may reasonably require) all information and materials that the Company may require in connection with Franchisee's operation of the Restaurant, (b) display such information and materials in the manner the Company may prescribe, including, without limitation, to employees of the Restaurant All data pertaining to, derived from, or displayed at the Restaurant (including without limitation data Customer Data) is and shall be the Company's exclusive property, and the Company hereby grants

Franchisee a royalty-free non-exclusive license to use that data during the Term of this Agreement for the sole purpose of operating Franchisee's Restaurant

(4) Privacy Laws Franchisee will abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws")

(a) Franchisee will comply with the Company's standards and policies pertaining to Privacy Laws If there is a conflict between the Company's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee shall (i) comply with the requirements of applicable law, (ii) immediately give the Company written notice of said conflict, and (iii) promptly and fully cooperate with the Company and the Company's counsel in determining the most effective way, if possible, to meet the Company's standards and policies pertaining to Privacy Laws within the bounds of applicable law

(b) Franchisee will not to publish, disseminate, implement, revise, or rescind a data privacy policy without the Company's prior written consent as to said policy

(5) Cash Register Systems Franchisee will record all sales on computer-based point of sale systems on such other types of cash registers that the Company has the right to designate or approve in the Manual or otherwise in writing ("Cash Register Systems") The Cash Register System is deemed to be part of Franchisee's Computer System Franchisee must utilize computer-based point-of-sale cash registers that are fully compatible with any program or system that the Company has the right to designate and Franchisee must record all Gross Revenues and all revenue information on such equipment

(6) Identification of the Restaurant Franchisee must use, and only use, the e-mail address and other identifiers that the Company designates in writing in connection with the Restaurant

(7) Changes to Technology Because changes to technology are dynamic and not predictable within the term of this Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees (a) that the Company will have the right to establish, in writing, reasonable new standards to address new technologies, whether published in the Manual or otherwise in writing, and that the Company has the right to implement those changes in technology into the System, and (b) to abide by the Company's reasonable new standards as if this Section 8I were periodically revised for that purpose

(8) E-Mail and Fax Communication Franchisee agrees that exchanging information with us by e-mail and fax is an important way to enable quick, effective, and efficient communication, and that the Company is entitled to rely upon each other's use of e-mail and faxes for communicating as part of the economic bargain underlying this Agreement To facilitate the use of e-mail and fax to exchange information, Franchisee authorizes the transmission of e-mail by the Company and the Company's employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) (together, "Official Senders") to Franchisee and Franchisee's employees during the term of this Agreement

(a) Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic means, subject to the limitations provided in Section 9B(2) without the Company's prior written consent as to (i) the content of such e-mail advertisements or solicitations, and (ii) Franchisee's plan for transmitting such advertisements In addition to any other provision of this Agreement, Franchisee agrees that Franchisee will be solely responsible for complying with any laws pertaining to sending e-mails, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003")

(b) Franchisee agrees that (i) Official Senders are authorized to send e-mails and faxes to Franchisee and Franchisee's employees, (ii) Franchisee will cause Franchisee's officers, directors, and employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as the Company may reasonably require) to Official Senders' transmission of e-mails and faxes to those persons, and that such persons shall not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with Franchisee, and (iii) Franchisee will not opt-out, or otherwise ask to no longer receive e-mails and/or faxes, from Official Senders during the term of this Agreement

(c) The consent given above in this Section 8I(8) will not apply to the provision of notices under this Agreement by either party using e-mail unless and until the parties have otherwise agreed, in a pen-and-paper writing that both parties have signed

J **Non-Cash Payment Systems** Franchisee shall participate in any program established by the Company relating to the sale or acceptance of stored value gift cards Franchisee shall accept debit cards, credit cards, stored value gift cards or other non-cash payment systems specified by the Company to enable customers to purchase authorized products and services and Franchisee shall obtain all necessary hardware and/or software used in connection with these non-cash payment systems Franchisee shall reimburse the Company for all costs associated with such non-cash payment systems as they pertain to the Restaurant

K **Compliance with System Standards** Franchisee acknowledges and agrees that its operation and maintenance of the Restaurant in accordance with System standards are essential to preserve the goodwill of the Marks and all Restaurants Therefore, at all times during the Term, Franchisee agrees to operate and maintain the Restaurant in accordance with each and every System standard, as the Company periodically modifies and supplements them during the Term System standards may be defined in this Franchise Agreement or the Manual

Franchisee acknowledges the importance of operating the Restaurant in accordance with the System, including the Manual, that any deviation from the requirements of the System will damage the System and Company's goodwill, and that these damages would be very difficult to quantify Accordingly, Franchisee agrees that if Franchisee continues to deviate from the Manual or System standards after having been given notice by Company of any of those (in each case in reasonable details as to identify the nature of the deviation and the required action and time during which to effect cure), or other deviations, Franchisee will pay Company the following amounts as liquidated damages

Second violation during a consecutive 12-month period	$1,000
Third violation during a consecutive 12-month period	$2,000
Each additional violation during a consecutive 12-month period	$4,000

These damages will be paid to Company within five (5) days of Company giving Franchisee notice that Franchisee has failed to cure the violation within the time allotted and the amount due Company does not have to exercise this right to impose liquidated damages and may seek any other remedies available to us, including termination of this Agreement (following written notice as more fully described in Section 15 hereunder), even if Company has imposed liquidated damages previously for other violations

9 ADVERTISING AND PROMOTION

A **Grand Opening Advertising** Franchisee must spend at least $15,000 during the first 3 months of operation on local advertisement and promotion of the initial opening ("Grand Opening Advertising") At least forty five (45) days prior to opening, Franchisee will prepare and submit to the Company for approval Franchisee's grand opening plan Franchisee shall include in its grand opening plan, provisions for a Grand Opening party Before their use, all materials to be used in Grand Opening Advertising must be approved by the Company Grand Opening Advertising expenditures are in addition to any Local Advertising expenditures and Brand Building Fund contributions

B **Local Advertising**

(1) Franchisee must continuously promote the Restaurant Every month, Franchisee must spend at least an amount equal to at least one percent (1%) of the previous month's Adjusted Gross Sales on advertising, promotions and public relations within the immediate locality surrounding the Restaurant ("Local Advertising") Franchisee must make these expenditures directly, subject to Company's prior approval and direction Company will provide Franchisee with general guidelines for conducting Local Advertising Within 30 days after the end of each month, Franchisee will furnish Company an accurate accounting of the expenditures on Local Advertising for the preceding month

(2) Franchisee must submit to Company for Company's prior approval, all advertising and promotional materials to be used by Franchisee including but not limited to ad copy, coupons, flyers, scripts and direct mail Company will use reasonable efforts to provide notice of approval or disapproval within 20 days from the date Company receives all requested material If Company does not approve the submitted materials within 20 days, the materials are deemed disapproved Franchisee must not use any marketing or promotional material before receiving Company's written approval The submission of advertising materials to Company for approval does not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services

(3) Company or its designee periodically may advise Franchisee of the advertising and sales promotions authorized by Company and may provide general guidelines for Local Advertising Local advertising and promotion materials may be purchased from any

approved source These materials and procedures for disseminating such materials must comply with federal and local laws and regulations, including but not limited to the Lanham Act, 15 U S C § 1125 et seq and the Telephone Consumer Protection Act, 47 U S C § 227 et seq (the "TCPA"), and with the guidelines for advertising and promotion promulgated from time to time by ZIPS or its designee Advertising, marketing, or other communication to customers or potential customers by telephone, including telephone calls and text messages, or facsimile shall be done, if at all, at the sole discretion and the direction of Franchisee and shall not be reviewed, approved, or otherwise controlled by Company Franchisee agrees that Franchisee will be solely responsible for complying with any laws pertaining to communications by telephone, including telephone calls and text message, or facsimile including but not limited to the TCPA Franchisee is encouraged to retain independent counsel for advice on compliance with all federal, state, and local laws and regulations pertaining to such practices All print, e-mail, and online advertising materials shall be submitted to Company or its designee prior to first use for written approval by Company In no event shall Franchisee's print, email, or online advertising materials contain any statement or material that, in the sole discretion of Company, may be considered **(a)** in bad taste or offensive to the public or to any group of persons, **(b)** defamatory of any person or an attack on any competitor, **(c)** to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification, or **(d)** inconsistent with the public image of Company or the System Company shall have the right to require Franchisee to include in advertising and promotional materials any information or statements, including that "Franchises Are Available "

C **Brand Building Fund** The Company has established and administers a System-wide brand marketing, advertising and promotional fund (the "Brand Building Fund") Franchisee is required to make weekly Brand Building Fund contributions, the amount of which the Company will set and may be adjusted from time to time but will not exceed three percent (3%) of that week's Adjusted Gross Sales In addition to the three percent (3%) contribution, Franchisee is required to make other Brand Building Fund contributions for specific marketing, advertising and promotional programs targeted to promote multiple Restaurants located within a common market or within a geographic region, provided, however, that this additional contribution is not required unless the Company has obtained approval of the program from two-thirds (2/3) of the Restaurants within the targeted market or geographic region who would be required to contribute The Company will notify Franchisee at least 30 days before implementing or changing the Brand Building Fund contribution requirements The Brand Building Fund is maintained and administered by the Company or its designee as follows

(1) The Company oversees all brand building and marketing programs and has sole control over creative concepts, materials and media used in these programs, and their placement and allocation The Company may use print, television, radio, Internet or other media for advertisements and promotions, which may reach a national, regional or local market The Company may develop materials and/or conduct advertising and marketing campaigns in-house, but the Company may use and retain regional and national advertising, marketing, public relations and/or media companies in the future The programs may be local, regional or System-wide The Company does not guarantee or warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Brand Building Fund The Company does not warrant the success or effectiveness of any particular marketing program

(2) The Company may use Franchisee's contributions to and earnings from the Brand Building Fund to meet or reimburse the Company for any cost of maintaining, administering, directing, conducting, creating, and/or otherwise preparing advertising, marketing, public relations and promotional programs and materials, and any other activities that the Company believes will enhance the image of the System This includes, among other things, the costs of preparing and/or conducting media advertising campaigns, direct mail advertising, marketing surveys and other public relations activities, employing advertising and/or public relations agencies to assist in the creation and placement of advertising, purchasing promotional items, creating menu boards, developing and implementing customer loyalty and gift card programs, the creative development of, and actual production associated with, premium items, give-aways, promotions, contests, public relation events, and charitable or non-profit events, developing new or modified trade dress and marks, point-of-purchase materials, design and photographs, purchasing media space or time (including all associated fees and expenses), administering regional and multi-regional marketing and advertising programs, market research and customer satisfaction surveys, developing and maintaining our Website, developing, implementing and maintaining an electronic commerce website and/or related strategies, maintaining and developing one or more websites devoted to the System, the Proprietary Marks and/or any of the "Hurricane" brands, providing promotional and other marketing materials and services to the Restaurants operated under the System, and the salaries of the Company's employees to the extent such employees provide services in conjunction with System marketing activities The Brand Building Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, and/or advertising and marketing programs, materials and campaigns, approved in advance by the Company, which products, services, or improvements, and/or advertising and marketing, approved in advance by the Company, the Company has the right to determine, what we believe will promote general public awareness and favorable support for the System The Company has the sole right to decide how the Brand Building Fund creates, places, and pays for consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities, developing and/or hosting an Internet web page of similar activities, employing advertising agencies to assist therein, providing promotional brochures, conducting market research, and providing other marketing materials to franchisees) The Company will maintain your contributions in a separate account from Company's funds and the Company will not use them for any of Company's general operating expenses, except for Company's reasonable administrative costs and overhead related to the administration of the Brand Building Fund

(3) Company will endeavor to spend all Brand Building Fund contributions on marketing programs and promotions during the fiscal year within which contributions are made If excess amounts remain in any Brand Building Fund at the end of the fiscal year, all expenditures in the following fiscal year will be made first out of excess amounts, including any interest or other earnings of the Brand Building Fund, and next out of prior years' contributions and then out of current contributions

(4) Although Company intends the Brand Building Fund to be of perpetual duration, Company has the right to terminate the Brand Building Fund at any time The Brand Building Fund will not be terminated, however, until all Brand Building Fund contributions have

been expended for advertising and promotional purposes or returned to franchisees on a *pro rata* basis based on total Brand Building Fund contributions made in the aggregate by each franchisee

(5) Each Restaurant operated by the Company or an affiliate will make Brand Building Fund contributions at the same rate as franchisees

(6) An accounting of the operation of the Brand Building Fund is prepared annually and available to Franchisee upon request The Company retains the right to have the Brand Building Fund reviewed or audited and reported on, at the Brand Building Fund's expense, by the Company's independent certified public accountants

(7) Franchisee acknowledges that the Brand Building Fund is not a trust and the Company assumes no fiduciary duty in administering the Brand Building Fund

D **Cooperative Advertising** The Company has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Restaurants located within a particular region The Company has the right to (a) allocate any portion of the Brand Building Fund to a Cooperative Advertising program, and (b) collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program The Company has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participates in Cooperative Advertising programs when established within Franchisee's region If a Cooperative Advertising program is implemented in a particular region, the Company has the right to establish an advertising council to self-administer the Cooperative Advertising program Franchisee will participate in the council according to the council's rules and procedures and abide by the council's decisions Should the Company establish a Cooperative Advertising program with or without an advertising council, the Company has the right, but not the obligation, to change, dissolve or merge the programs and/or councils at any time

E **Internet Advertising** The Company will maintain a Website for the benefit of the Company and its franchisees Franchisee will not establish a Website or permit any other party to establish a Website that relates in any manner to Franchisee's Restaurant or referring to the Proprietary Marks The Company has the right, but not the obligation, to provide one or more references or webpage(s) to Franchisee's Restaurant, as the Company may periodically designate, within the Company's Website (The term "**Website**" as used in this Agreement means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, social networking sites (including but not limited to Facebook, Twitter, LinkedIn, Google Wave, YouTube, etc), blogs, vlogs, and other applications, etc) If the Company ever does approve in writing a request for Franchisee to use a separate Website, then the Company has the right to require that Franchisee meets any or all of the following requirements

(1) Franchisee agrees that any Website that Franchisee owns or that is maintained for Franchisee's benefit will be deemed "advertising" under this Agreement, and will be subject to (among other things) the Company's prior written approval pursuant to Section 9B2 above

(2) Franchisee will not establish or use any Website without the Company's prior written approval

(3) Before establishing any Website, Franchisee will submit to the Company, for the Company's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta data and meta tags) in the form and manner the Company may reasonably require

(4) Franchisee will not use or modify any such Website without the Company's prior written approval as to such proposed use or modification

(5) In addition to any other applicable requirements, Franchisee will comply with the Company's written standards and specifications for Websites, whether set forth in the Manual or otherwise

(6) Upon the Company's written request, Franchisee will promptly establish and maintain links from Franchisee's Website to the Company's Website (and such other Websites as the Company may request)

F **Gift Cards and Loyalty Cards** If the Company requires, Franchisee will participate in a gift card and loyalty card program that the Company specifies For this purpose, Franchisee must purchase the software, hardware, blank cards, and other items needed to sell and process gift cards and loyalty cards, which the Company may specify in writing in the Manual or otherwise Franchisee also will pay such monthly and per-swipe transaction fees as may be required by the vendor of the gift card and loyalty card system Franchisee must sell or honor gift cards and loyalty cards only in accordance with the Company's written standards Franchisee will not sell, issue, or redeem gift certificates other than gift cards that the Company has approved in writing

G **Promotional Programs** Franchisee acknowledges that periodic rebates, give-aways and other promotions and programs are an integral part of the System Accordingly, Franchisee, at its sole cost and expense, from time to time shall issue and offer such rebates, give-aways and promotions in accordance with any reasonable advertising programs established by Company, and further shall honor rebates, give-aways and other promotions, issued by other franchisees and approved by Company, as long as all of the above do not contravene regulations and laws of appropriate governmental authorities

10 ACCOUNTING, REPORTS, AND FINANCIAL STATEMENTS

A **Records** With respect to the operation and financial condition of the Restaurant, Franchisee shall adopt, until otherwise specified by the Company, a fiscal year consisting of not less than twelve (12) accounting periods of four or five weeks each, which coincides with the Company's then-current fiscal year, as specified by the Company Franchisee shall maintain for a period of not less than three (3) years during the term of this Agreement, and, for not less than three (3) years following the termination, expiration, or non-renewal of this Agreement, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by the Company from time to time in the Manual or otherwise in writing

B **Periodic Reports** Franchisee shall establish and maintain at its own expense a bookkeeping, accounting, record keeping and data processing system conforming to the requirements and formats prescribed by the Company from time to time Franchisee shall furnish to the Company on such forms and by such means that the Company prescribes from time to time (a) on a specified day of each week, a report of Adjusted Gross Sales for the preceding week, (b) within fifteen (15) days after the end of each fiscal period, a report of Adjusted Gross Sales for such fiscal period and such other reports as the Company may designate from time to time, including food and labor costs reports, sales tax reports and a quarterly profit and loss statement, (c) within fifteen (15) days after such returns are filed, copies of state sales tax returns and such other forms, records, books and other information as the Company may require, (d) within ninety (90) days after the end of Franchisee's fiscal year, a fiscal year-end balance sheet and income statement and statement of changes in financial position of the Restaurant for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements, including a supplemental schedule of revenue and expenses prepared in the format Company may periodically prescribe, and (e) such other reports, at such times, and with such information, as Company may prescribe from time to time Each report and financial statement shall be signed and verified by Franchisee in the manner prescribed by the Company Company may require that the annual financial statements be compiled or reviewed by a certified public accountant Franchisee must certify all reports to be true and correct Franchisee acknowledges and agrees that Company have the right to impose these requirements on Franchisee regardless of whether Company imposes the same requirement on its other franchisees

C Franchisee shall install such computer hardware and software as the Company may specify, including without limitation such peripheral devices and equipment as the Company may specify in the Manual or otherwise in writing as reasonably necessary for the efficient management and operation of the Restaurant and the transmission of data to and from the Company The Company may, from time-to-time, specify in the Manual or otherwise in writing the information that Franchisee shall collect and maintain on the computer system installed at the Restaurant, and Franchisee shall provide to the Company such reports as the Company may reasonably request from the data so collected and maintained Franchisee shall afford the Company access, by modem, internet or such other means designated by the Company, to the computer system installed at the Restaurant for the purpose of downloading information from the computer system The reporting requirements set forth herein shall be in addition to and not in lieu of the reporting requirements set forth under Section 8I hereof

11 INSPECTIONS AND AUDITS

A **Company's Right to Inspect the Restaurant** To determine whether Franchisee and the Restaurant are complying with this Agreement and with all specifications, quality standards and operating procedures prescribed by the Company for the operation of a Restaurant, the Company or its designated agents shall have the right at any reasonable time and without prior notice to Franchisee to (a) inspect the Premises, (b) observe the operations of the Restaurant, (c) remove samples of any food and beverage product, material or other products for testing and analysis, (d) interview personnel of the Restaurant, (e) interview customers of the Restaurant, and (f) inspect and copy any books, records and documents relating to the operation of the Restaurant Franchisee shall present to its customers such evaluation forms as are periodically prescribed by the Company and shall participate in any surveys performed by and/or on behalf of the Company Company may require Franchisee to pay for all health and food safety inspections conducted by independent inspectors

B Company's Right to Audit The Company shall have the right at any reasonable time during business hours, and upon ten (10) days' prior notice to Franchisee, to inspect and audit, or cause to be inspected and audited, sales and income tax records and returns and other records of the Restaurant and the books and records of any corporation or partnership which holds the Franchise Franchisee shall cooperate with the Company's representatives and independent accountants hired by the Company to conduct any such inspection or audit If any inspection or audit discloses an understatement of the Adjusted Gross Sales of the Restaurant, the Franchisee shall pay to the Company, within fifteen (15) days after receipt of the inspection or audit report, the royalty fees or Brand Building Fund contributions due in the amount of such understatement, plus interest (at the rate and on the terms provided in Section 6D hereof) from the date originally due until the date of payment Further, if such inspection or audit is made necessary by Franchisee's failure to furnish reports, supporting records or other information on a timely basis, or if an understatement of Adjusted Gross Sales for the period of any audit is determined by any such audit or inspection to be greater than two percent (2%), the Franchisee shall reimburse the Company for the cost of such audit or inspection, including without limitation, the charges of any independent accountants and the travel expenses, room and board and prorated compensation of the Company's employees The foregoing remedies shall be in addition to the Company's other remedies and rights under this Agreement or applicable law

12 INSURANCE

A Coverage Prior to the commencement of any activities or operations pursuant to this Agreement, Franchisee shall procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the Term of this Agreement), at Franchisee's expense, the following insurance policy or policies in connection with the Restaurant or other facilities on premises, or by reason of the construction, operation, or occupancy of the Restaurant or other facilities on premises Such policy or policies shall be written by an insurance company or companies approved by Company, having a rating of at least "A" in the most recent Key Rating Guide published by the A M Best Company (or another rating that Company reasonably designates if A M Best Company no longer publishes the Key Rating Guide) and licensed to do business in the state in which the Restaurant is located, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified for all franchisees from time to time by Company in the Manual or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances), the following (1) Comprehensive general liability insurance, (2) Business automobile liability insurance, (3) Statutory workers' compensation insurance and employer's liability insurance, (4) Commercial umbrella liability insurance, (5) Property insurance, (6) Products liability insurance and liquor liability insurance, and (7) Any other insurance coverage that is required by federal, state, or municipal law

B Referenced in Manual All policies listed in Section 12A above (unless otherwise noted below) shall contain such endorsements and limits as shall, from time to time, be provided in the Manual

C Policy Cancellation In the event of cancellation, material change, or non-renewal of any policy, sixty (60) days' advance written notice must be provided to Company in the manner provided in Section 20 below

D Construction and Remodeling Insurance In connection with all significant construction, reconstruction, or remodeling of the Restaurant during the term of this Agreement, Franchisee will cause the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Manual, all written by insurance or bonding companies approved by Company, having a rating as set forth in Section 12A above

E No Waiver of Obligations Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Company, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 18D below

F Company to be Additional Named Insured All public liability and property damage policies shall list Company as an additional named insured, and shall also contain a provision that Company, although named as an insured, shall nevertheless be entitled to recover under said policies on any loss occasioned to Company or its servants, agents, or employees by reason of the negligence of Franchisee or its servants, agents, or employees

G Certificates of Insurance At least thirty (30) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any such policy, Franchisee shall deliver to Company, certificates of insurance evidencing the proper coverage with limits not less than those required hereunder All certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Company in the event of material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates Further certificates evidencing the insurance required by Section 12A above shall name Company, and each of its affiliates, directors, agents, and employees as additional insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions for which such certificates evidence coverage

H Policy Limit Changes Company shall have the right, from time to time, to make such changes in minimum policy limits and endorsements as it may determine, provided, however, all changes shall apply, generally, to all franchisees of Company who are similarly situated

13 TRANSFER

A By the Company This Agreement is fully transferable by the Company and shall inure to the benefit of any transferee or other legal successor to the Company's interest in this Agreement

B Franchisee may not Transfer without Approval of the Company Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (or, if Franchisee is an entity, to its owners) and that the Company has granted the Franchise to Franchisee in reliance upon the Company's perception of the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee (or its owners) Neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, or legal entity that directly or indirectly controls Franchisee shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in Franchisee, this Agreement, the Franchise, the Restaurant, the assets of the Restaurant, the Premises or any other assets pertaining to Franchisee's operations under this Agreement (collectively "Transfer") without the prior written consent of Company, unless otherwise permitted by this Section Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having the prior written consent of Company shall be null and void and shall constitute a material breach of this Agreement, for which Company may terminate this Agreement without providing Franchisee an opportunity to cure the breach

C Conditions for Approval of Transfer If Franchisee (or, if Franchisee is an entity, its shareholders, members/managers or partners) is in full compliance with this Agreement, the Company shall not unreasonably withhold its approval of a transfer that meets all applicable requirements of this Section Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Company has granted this franchise in reliance on Franchisee's or Franchisee's Principals' business skill, financial capacity, and personal character A transfer of ownership in the Restaurant may only be made in conjunction with a transfer of the Franchise If the transfer is of the Franchise or a controlling interest in Franchisee, or is one of a series of transfers which in the aggregate constitutes the transfer of the Franchise or management control in Franchisee, all of the following conditions must be met prior to or concurrently with the effective date of the transfer

(1) the transferee must have sufficient business experience, aptitude and financial resources to operate the Restaurant,

(2) the transferor must pay such royalty fees, marketing fund contributions, rental obligations, amounts owed for purchases by Franchisee from the Company and its affiliates and all other amounts owed to the Company or its affiliates and third-party creditors which are then due and unpaid and submit all required reports and statements which have not yet been submitted,

(3) the transferee and/or its personnel must agree to complete the Company's training program to the Company's satisfaction and to pay the Company its then-current training fee,

(4) the transferee must, at the Company's option, agree to be bound by all of the terms and conditions of this Agreement for the remainder of its term or execute the Company's then current standard form of Franchise Agreement (which may provide for different fees, advertising contributions and expenditures, duration and other rights and obligations from those provided in this Agreement),

(5) If a proposed transfer would result in a change in control of Franchisee, and to compensate the Company for the Company's legal, accounting, training, and other expenses incurred in connection with the transfer, Franchisee or transferee shall pay the Company a transfer fee in the amount of Fifteen Thousand Dollars ($15,000) Such transfer fee shall be paid as follows one-half (½) of the transfer fee shall be paid at such time that Franchisee notifies the Company of the proposed transfer, as required by this Section 13, and this amount shall be non-refundable, whether the Company approves the transfer or not, and irrespective of whether the transaction closes, and the balance shall be paid to the Company at the closing of the transfer transaction,

(6) the transferor (and its owners) must execute a general release, in form satisfactory to the Company, of any and all claims against the Company, its affiliates and their officers, directors, employees and agents,

(7) the Company must approve the material terms and conditions of such transfer including, without limitation, that the price and terms of the payment are not so burdensome as to affect adversely the operation of the Restaurant by the transferee,

(8) if Franchisee finances any part of the sale price of the transferred interest, Franchisee and/or its owners must agree that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by Franchisee or its owners in the assets of the Restaurant or the Premises shall be subordinate to the obligations of the transferee to pay royalty fees, advertising contributions and the other amounts due to the Company and its affiliates and otherwise to comply with this Agreement or the Franchise Agreement executed by the transferee,

(9) the transferor must acknowledge and agree that the transferor shall remain bound by the covenants contained in Sections 17B and 17C below,

(10) the Company shall not have exercised its right of first refusal pursuant to Section 13G of this Agreement, and

(11) the transferee shall acknowledge and agree that the Company's approval of the proposed transfer indicates only that the transferee falls within the acceptable criteria established by the Company for Franchisees as of the time of such transfer and that the Company's approval thereof does not constitute a warranty or guaranty by the Company, express or implied,

of the suitability of the terms of sale or of the successful operation or profitability of the Franchise by the transferee

If the proposed transfer is to or among owners of Franchisee, none of the above requirements shall apply, and it shall only require notice to the Company Subparagraphs (7) and (8) shall not apply to transfer by gift, bequest, or inheritance

D Transfer to an Entity If Franchisee is in full compliance with this Agreement, the Company shall not unreasonably withhold its approval of a proposed assignment or transfer of this Agreement and the Franchise to an entity which conducts no business other than the Restaurant, which is actually managed by Franchisee or a Certified Manager who has satisfactorily completed the Company's initial training program and in which Franchisee maintains management control of the equity and voting power of the entity Transfers of interest in such entity will be subject to the provisions of Section 13C Notwithstanding anything to the contrary herein, Franchisee shall remain personally liable under this Agreement as if the transfer to such entity has not occurred The governing documents of the entity shall recite that the issuance and assignment of any interest therein is restricted by the terms of Section 13 of this Agreement, and all certificates of ownership shall bear a legend reciting or referring to the restrictions thereof Each owner of Franchisee owning ten percent (10%) or more of the equity or voting power of Franchisee at any time during the term of this Agreement must execute a "Guarantee, Indemnification and Acknowledgment," or such other agreement that the Company prescribes from time to time, undertaking to be bound jointly and severally by all provisions of this Agreement Franchisee will furnish to the Company at any time upon request, in such form as the Company may require, a list of its owners and executive officers (of record and beneficially) reflecting their respective interest in Franchisee

E Death or Disability of Franchisee Upon the death or permanent disability of Franchisee or, if Franchisee is an entity, the owner of management control in Franchisee, the executor, administrator, conservator, guardian or other personal representative of such person shall transfer his or her interest in this Agreement and the Franchise or such interest in Franchisee to a third party approved by the Company Such disposition of this Agreement and the Franchise or such interest in Franchisee (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, and shall be subject to all the terms and conditions applicable to transfers contained in this Section Failure to transfer the interest in Franchisee within said period of time shall constitute a breach of this Agreement For purposes hereof, the terms "permanent disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or an owner of a management control in Franchisee from managing and/or supervising the Restaurant as required under Section 8G of this Agreement for a period of ninety (90) days or more from the onset of such disability, impairment or condition

F Effect of Approval of a Transfer The Company's approval of a transfer of this Agreement and the Franchise or any interest in Franchisee or the Restaurant shall not constitute a waiver of any claims it may have against Franchisee (or its owners) nor be deemed a waiver of the Company's right to demand exact compliance with any of the terms or conditions of this Agreement by transferee

G Company's Right of First Refusal If Franchisee (or its owners) shall at any time decide to sell controlling interest in this Agreement, the Franchise, the Restaurant, the assets of the Restaurant, the Premises or a controlling ownership interest in Franchisee, Franchisee (or its owners) shall first obtain a bona fide, executed written offer and earnest money deposit in the amount of five percent (5%) or more of the offering price from a responsible and fully disclosed purchaser and shall immediately submit to the Company a true and complete copy of such offer If the offeror proposes to buy any other property or rights from Franchisee or an affiliate of Franchisee, such proposal must be set forth in a separate, contemporaneous offer, and the price and terms of purchase offered to Franchisee (or its owners) for the interest in the Agreement, the Franchise, the Restaurant or Franchisee shall reflect the bona fide price offered therefor and shall not reflect any value of any other property or rights The Company shall have the right, exercisable by written notice delivered to Franchisee or its owners within sixty (60) days from the date of delivery of an exact copy of such offer to the Company, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that the Company may substitute cash for any form of payment proposed in such offer, and the Company shall have thirty (30) days to prepare for closing The Company shall be entitled to purchase such interest subject to all customary representations and warranties given by the seller including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts and liabilities of the corporation whose stock is purchased and affecting the assets, contingent or otherwise If the Company does not exercise its right of first refusal, Franchisee or its owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to the Company's approval of the transfer as provided in Sections 13B and 13C, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to the Company, or if there is a material change in the terms of the sale, the Company shall have an additional right of first refusal for thirty (30) days on the same terms and conditions as are applicable to the initial right of first refusal In the event the Company exercises its right of first refusal, and then fails to close for any reason not attributable to Franchisee, then Company shall and will lose the right of first refusal thereon, and Franchisee can accept any offer without any restrictions mentioned above

H **Public Offerings of Securities** Notwithstanding any other provisions of this Agreement, Franchisee shall not, without the Company's prior written consent, which can be arbitrarily withheld, sell or offer to sell any security of Franchisee if such sale or offer would be required to be registered pursuant to the provisions of the Securities Act of 1933, as amended, and the rules and regulations pursuant thereto, or the securities laws of any other state or territory of the United States of America or of any other jurisdiction If the Company grants Franchisee its written consent thereto, Franchisee agrees to comply with all of the Company's requirements and restrictions concerning use of information about the Company and its affiliates

14 EXPIRATION OF AGREEMENT

A **Franchisee's Right to Acquire a Successor Franchise** Franchisee may, at its option, renew Franchisee's right to operate the Restaurant for two (2) additional terms, of ten (10) years each, subject to the following conditions, each of which must be met prior to each renewal

(1) Franchisee shall give Company written notice of Franchisee's election to renew no fewer than six (6) months nor more than twelve (12) months prior to the end of the initial term and first (1st) renewal term,

(2) Franchisee shall present evidence to Company that Franchisee has the right to remain in possession of the premises of the Restaurant for the duration of the renewal term, or shall obtain acceptance by Company of a new location for the Restaurant for the duration of the renewal term,

(3) At least six (6) months prior to the expiration of the then current term, the Company shall be entitled to inspect the Restaurant and give notice of all required maintenance, refurbishing, renovating and upgrading for the Restaurant, and Franchisee shall complete, to the Company's satisfaction, all maintenance, refurbishing, renovating and renovation upgrading required by the Company's notice no later than sixty (60) days prior to the expiration of the then current term,

(4) Franchisee shall not be in default of any provision of this Agreement, any amendment to this Agreement, any successor to this Agreement, or any other agreement between Franchisee and Company or its subsidiaries and affiliates, and, in the reasonable judgment of Company, Franchisee shall have substantially complied with all the terms and conditions of this Agreement, such other agreements, as well as the operating standards prescribed by the Company during the term of this Agreement,

(5) Franchisee shall have satisfied all monetary obligations owed by Franchisee to The Company and its subsidiaries and affiliates, and to any advertising fund or cooperative, and shall have timely met those obligations throughout the term of this Agreement,

(6) Franchisee shall execute the Company's then-current form of franchise agreement and any ancillary agreement the Company then customarily uses in granting franchises for the operation of Restaurants, which agreements shall supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which shall not supersede this Section and except that in lieu of an initial franchise fee, Franchisee shall pay to the Company a renewal fee in the amount of Twelve Thousand Five Hundred Dollars ($12,500)), and Franchisee acknowledges that the terms, conditions, and provisions of which, and the obligations of the parties thereto, may differ substantially from the terms, conditions, provisions and obligations in this Agreement, including, without limitation, a higher percentage royalty fee and advertising contribution, and a different or modified Territory,

(7) Franchisee and Franchisee's owners and management (if Franchisee is an entity) shall execute a general release, in a form prescribed by Company, of any and all claims against the Company and its subsidiaries and affiliates, and their respective owners, officers, directors, agents, and employees, and

(8) Franchisee and its personnel shall comply with Company's then-current qualification and training requirements

15 TERMINATION OF AGREEMENT

If Franchisee fails to locate an acceptable site for the Restaurant within one hundred fifty (150) days after the execution of this Agreement or open the Restaurant and commence business on the earlier of two hundred ten (210) days after the Company's approval of the site for the Restaurant or the date specified in the prime lease or sublease for the Premises, provided in Section 3B, the Company shall have the right to terminate this Agreement effective upon delivery of notice of termination to Franchisee

Further, the Company shall have the right to terminate this Agreement, effective upon delivery of notice of termination if Franchisee (or its owners)

(a) abandons or fails actively to operate the Restaurant for three (3) consecutive scheduled days unless the Restaurant has been closed for a purpose approved by the Company or because of fire, flood, strikes, war, boycotts, legal holidays or local laws, or any other cause or casualty not attributable to Franchisee fault or negligence, or act of God,

(b) surrenders or transfers management control of the operation of the Restaurant without the Company's prior written consent,

(c) has made any material misrepresentation or omission in its application for the Franchise,

(d) suffers cancellation or termination of the lease or sublease for the Restaurant,

(e) is or has been convicted of, pleads or has pleaded no contest to a felony that may adversely affect the goodwill of the Proprietary Marks or the reputation of the Restaurants,

(f) makes an unauthorized assignment of this Agreement, Franchisee's rights in this Agreement, Franchise, all or substantially all of the assets of the Restaurant, or an ownership interest in Franchisee,

(g) makes any unauthorized use or disclosure of any Confidential or Proprietary Information or uses, duplicates or discloses any portion of the Operations Manual in violation of this Agreement,

(h) fails or refuses to comply with any mandatory specification, standard or operating procedure prescribed by the Company relating to the cleanliness and sanitation of the Restaurant or violates any health, safety or sanitation law, ordinance or regulation and does not (A) correct such failure or refusal within seventy-two (72) hours after written notice thereof is delivered to Franchisee or (B) provide proof acceptable to the Company of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within seventy-two (72) hours after written notice of such failure to comply is delivered to Franchisee,

(i) fails to report accurately the Adjusted Gross Sales of the Restaurant or to make payments of any amount due the Company for royalty fees, advertising contributions, or any other amounts due to the Company or its affiliates hereunder and does not correct such failure within ten (10) days after written notice of such failure is delivered to Franchisee,

(j) fails to pay any Federal or state income, sales or other taxes arising from the operations of the Restaurant as required in Section 18C of this Agreement,

(k) fails to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by the Company and does not (A) correct such failure within five (5) days if such failure relates to the use of any Proprietary Mark or the quality of the Products in the Restaurant, otherwise thirty (30) days after written notice of such failure to comply is delivered to Franchisee, or (B) provide proof acceptable to the Company of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to Franchisee,

(l) fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to submit when due, reports or other data, information or supporting records or to pay when due the royalty fees, advertising contributions or other payments due to the Company or its affiliates or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee, or

(m) makes an assignment for the benefit of creditors or an admission of its inability to pay its obligations as they become due or has a petition in bankruptcy filed

16 RIGHTS AND OBLIGATIONS OF THE COMPANY AND FRANCHISEE UPON TERMINATION OR EXPIRATION OF THE FRANCHISE

A Payment of Amounts Owed to the Company Franchisee agrees to pay the Company within thirty (30) days after the effective date of termination or expiration of the Franchise, or such later date that the amounts due to the Company are determined, such as royalty fees, advertising contributions, amounts owed for purchases by Franchisee from the Company or its affiliates, interest due on any of the foregoing and all other amounts owed to the Company or its affiliates which are then unpaid

B De-Identification Franchisee agrees that, upon termination or expiration of this Agreement, Franchisee will

(1) not directly or indirectly at any time or in any manner identify itself or any business as a current or former Restaurant Franchisee, licensee or dealer of the Company or its affiliates, use any Proprietary Mark, or any colorable imitation thereof, or other indicia of a Restaurant in any manner or for any purpose, or utilize for any purpose a trade name, trademark or service mark or other commercial symbol that suggests or indicates a connection or association with the Company or its affiliates,

(2) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Proprietary Mark,

(3) if the Company does not exercise its rights to purchase the assets of the Restaurant pursuant to Section 16E hereof, Franchisee shall promptly remove from the Premises, and discontinue using for any purpose, any and all signs, fixtures, furniture, decor items, advertising materials, forms and other articles which display any of the Proprietary Marks or any distinctive features, images, or designs associated with Restaurants, including without limitation, the color schemes, wall signs, booths, tables and counter tops, and at its expense make such alterations as may be necessary to distinguish the Restaurant clearly from its former appearance and from other Restaurants as to prevent any possibility of confusion therewith by the public, including, without limitation, repainting the exterior of the Restaurant to a new color If Franchisee fails to initiate immediately or complete such alterations and/or removals within such time as the Company deems appropriate, Franchisee agrees that the Company or its designated agents may enter the Premises and adjacent areas without prior notice and forcibly, if necessary, make such alterations and/or removals, at Franchisee's sole risk and expense, and without liability for trespass or other tort or criminal act Franchisee expressly acknowledges that its failure to make such alterations will cause irreparable injury to the Company and consents to entry, (at Franchisee's expense), or an ex-parte order by any court of competent jurisdiction authorizing the Company or its agents to take such action, if the Company seeks such an order,

(4) return all materials and supplies identified by the Proprietary Marks in full cases or packages to the Company for credit at actual cost to Franchisee and dispose of all other materials and supplies identified by the Proprietary Marks within thirty (30) days after the effective date of termination or expiration of this Agreement,

(5) notify the telephone company and all telephone directory publishers of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Proprietary Mark and to authorize transfer thereof to the Company at its direction Franchisee acknowledges that, as between it and the Company, the Company has the sole rights to and interest in all telephone numbers and directory listings associated with any Proprietary Mark Franchisee authorizes the Company, and hereby appoints the Company and any of its officers as Franchisee's attorneys in fact, to direct the telephone company and all telephone directory publishers to transfer any telephone numbers and directory listings to the Company at its direction, should Franchisee fail or refuse to do so, and the telephone company and all telephone directory publishers may accept such direction or this Agreement as conclusive proof of the Company's exclusive rights in such telephone numbers and directory listings and the Company's authority to direct their transfer, and

(6) furnish the Company, within thirty (30) days after the effective date of the termination or expiration, evidence satisfactory to the Company of Franchisee's compliance with the foregoing obligations

C Confidential Information Franchisee agrees that, upon termination or expiration of the Franchise, it will immediately cease to use any Confidential or Proprietary Information of the Company disclosed to it pursuant to this Agreement in any business or otherwise and return to the Company all copies of the Operations Manual and any other confidential materials which have been loaned to it by the Company All deposits on loaned materials will be returned by the Company

D **Compliance with Covenants** Franchisee shall comply with the covenants contained in Section 17 of this Agreement

E **The Company has the Right to Purchase Restaurant** Upon expiration or upon termination, for whatever reason, of the Franchise, the Company shall have the right, exercisable by giving written notice thereof ("Appraisal Notice") within ten (10) days after the date of such expiration or termination, to require a determination of the "Fair Market Value" (as defined below) of all the tangible assets of the Restaurant which are owned by Franchisee, including, without limitation, inventory of nonperishable Products, materials, supplies, furniture, fixtures, equipment, signs, and any and all leasehold improvements and fixtures owned by Franchisee, but excluding any cash and short-term investments (Purchased Assets) Upon such notification, Franchisee shall not sell or remove any of the tangible assets of the Restaurant from the Premises and shall give the Company, its designated agents and the Appraiser (as defined below) full access to the Restaurant and the Premises and all of Franchisee's books and records at any time during customary business hours in order to conduct inventories of the tangible assets of the Restaurant and to determine the price for the purchase of its tangible assets The Fair Market Value shall be the amount which an arm's length purchaser would be willing to pay for the Purchased Assets, as determined by the Company and Franchisee If the Company and Franchisee are unable to agree on the Fair Market Value of the Purchased Assets within fifteen (15) days after the Appraisal Notice, then Fair Market Value shall be finally determined by a member of a nationally recognized accounting firm (other than a firm which conducts the audit of the Company's financial statements) selected by the Company who has experience in the valuation of restaurant businesses (the "Appraiser") The Company shall notify Franchisee of the identity of the Appraiser, who shall make his or her determination and submit a written report thereof to the Company and the Franchisee (Appraisal Report) as soon as possible, but in no event more than sixty (60) days after his or her appointment Each party may submit in writing its judgment of Fair Market Value to the Appraiser (together with its reasons therefore), however, the Appraiser shall not be limited to these submissions and may make such independent investigations as he or she shall reasonably determine to be necessary The Appraiser's fees and costs shall be borne equally between the parties The Company shall have the option, exercisable by delivering written notice thereof within thirty (30) days after submission of the Appraisal Report (or the date agreement is reached if the parties agree to the Fair Market Value of the purchased assets), to purchase the Purchased Assets at the Fair Market Value The Company shall have unrestricted right to assign this option to purchase separate and apart from the remainder of this Agreement The purchase price for the Purchased Assets shall be paid in cash at the closing, which shall occur at the place, time and date designated by the Company, but no later than thirty (30) days after the Company's exercise of its option to purchase the Purchased Assets At the closing, the Company shall be entitled to all warranties, closing documents and post-closing indemnifications as it may require, including without limitation (a) instruments transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances, and liabilities, to the Company or its designee, with all sales and other transfer taxes paid by Franchisee, (b) as assignment of any and all transferable licenses, and (c) an assignment of Franchisee's leasehold interest to the Premises (or if any assignment is prohibited, a sublease of the Premises to the Company or its designee for the full remaining term and on the same terms and conditions as Franchisee's lease, including renewal and/or purchase options) or if Franchisee is not the lessee of the Premises and instead directly or indirectly owns the Premises, Franchisee shall grant the Company a lease for the Premises at reasonable market rental rates and upon customary terms prevailing in the community where the Premises is located In the event that Franchisee cannot delivery clear title to all of the assets, or in the event there are unresolved issues, the closing of the same may at the Company's option be accomplished through an escrow on such terms and conditions as the Company deems appropriate Further, Franchisee and the Company shall, prior to closing, comply with any applicable Bulk Sales provisions of the Uniform Commercial Code as enacted in the state, and local sales tax notification and/or escrow procedures The Company shall have the right to set off against and reduce the purchase price by any and all amount owed by Franchisee to the Company or any of its affiliates

F **Continuing Obligations** All obligations of the Company and the Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire

17 COVENANTS

A **Full Time and Best Efforts** Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Company, Franchisee (or Principal Operator) shall devote full time, energy, and best efforts to the management and operation of the Restaurant

B **In-Term Covenants** Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Company and the System Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Company, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity divert or attempt to divert any business or customer of the Restaurant or of any Restaurant using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Company's Proprietary Marks and the System

C **Continuing Covenants** Franchisee covenants that, except as otherwise approved in writing by Company, it shall not, during the term of this Agreement, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Restaurant, and shall not for a continuous uninterrupted period of two (2) years from the date of (a) a transfer permitted under Section 13 above, (b) expiration or termination of this Agreement (regardless of the cause for termination), or (c) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 17C

(1) Either directly or indirectly (through, on behalf of, or in conjunction with any persons, partnership, corporation or entity), own, maintain, operate, engage in, or have any interest in any restaurant business which is the same as or similar to the Restaurant and from which twenty percent (20%) or more of the food sales is chicken wings and which business is, or is intended to be, located (a) at the Accepted Location, (b) within a ten (10) mile radius of the Accepted Location, or (c) within a ten (10) mile radius of any other Restaurant operating at the time that the obligations under this Section 17C commence

(2) Unless released in writing by the employer, employ or seek to employ any person who is at that time employed by Company or by any other franchisee or developer of Company, or otherwise directly or indirectly induce such person to leave his or her employment If Franchisee violates this provision and hires a person who was employed by the Company, Franchisee shall pay Company the following amounts based on the level of employment shown below

Director Level	$50,000
Manager Level	$25,000
Training Team Level	$10,000

D **Publicly-Held Entities** Section 17C above shall not apply to ownership by Franchisee of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held entity As used in this Agreement, the term "publicly-held corporation" shall be deemed to refer to an entity which has securities that have been registered under the Securities Exchange Act of 1934

E **Individual Covenants** Franchisee shall require and obtain execution of covenants similar to those set forth in Sections 7, 13, 14, and this Section 17 (as modified to apply to an individual) from any or all of Franchisee's Principals The covenants required by this Section 17E shall be in the form provided in Exhibit E to this Agreement Failure by Franchisee to obtain execution of a covenant required by this Section 17E shall constitute a default under this Agreement

F **Severability** The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement If all or any portion of a covenant in this Section 17 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Company is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 17

G **Scope of Covenants** Franchisee understands and acknowledges that Company shall have the right to reduce the scope of any covenant set forth in Sections 17B and 17C in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 20 below

H Enforcement of Claims Franchisee expressly agrees that the existence of any claims it may have against Company, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Company of the covenants in this Section 17 Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Company in connection with the enforcement of this Section 17

I Irreparable Injury Franchisee acknowledges that Franchisee's violation of the terms of this Section 17 would result in irreparable injury to Company for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 17

18 RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A **Independent Contractors** It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that the Company and the Franchisee are and shall be independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose Franchisee shall identify itself in all dealings with customers, suppliers, public officials, Restaurant personnel and others as the owner of the Restaurant under a franchise granted by the Company and shall place such notices of independent ownership on such forms, business cards, stationery, advertising and other materials as the Company may require from time to time

B **No Liability for Acts of Other Party** Franchisee shall not employ any of the Proprietary Marks in signing any contract or applying for any license or permit or in a manner that may result in the Company's liability for any of Franchisee's indebtedness or obligations, nor may Franchisee use the Proprietary Marks in any way not expressly authorized in writing Neither the Company nor Franchisee shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that their relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing The Company shall not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Restaurant or Franchisee's business authorized by or conducted pursuant to the Franchise

C **Taxes** The Company shall have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee, the Restaurant, Franchisee's property or upon the Company, in connection with the sales made, or business conducted by the Franchisee (except any taxes the Company is required by law to collect from Franchisee with respect to purchases from the Company) Payment of all such taxes shall be Franchisee's responsibility

D **Indemnification** Franchisee indemnifies, defends and holds harmless the Company, its subsidiaries and entities and their owners, directors, officers, employees, agents, successors, and assignees ("Indemnified Parties") against and to reimburse any one or more of them for all claims, obligations and damages described in this Section, and all taxes described in

Section 18C and any and all claims and liabilities directly or indirectly arising out of the operation of the Restaurant or the use of the Proprietary Marks in any manner not in accordance with this Agreement For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against any one or more of the Indemnified Parties including, without limitation, reasonable accountants', attorneys', and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses including appellate, bankruptcy and post-judgment proceedings The Company shall have the right to defend any such claim against it in such a manner as the Company deems appropriate or desirable in its discretion This indemnity continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

19 ENFORCEMENT

A **Severability and Substitution of Valid Provisions** Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of the Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such provision of the Agreement is held to be invalid, contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling by any court, agency or tribunal with competent jurisdiction in a proceeding to which the Company is a party, such ruling shall not impair the operation of, or have any other effect upon, or affect any other portions of this Agreement which shall continue to be given full force and effect and bind the parties hereto, and any portion held to be invalid shall be deemed not to be a part of this Agreement as of the date the time for appeal expires, if Franchisee is a party thereto, otherwise upon Franchisee's receipt of a notice of non-enforcement thereof from the Company whichever last occurs If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any part or all thereof, Franchisee and the Company agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to enter into a successor franchise than is required hereunder, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by the Company is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and the Company shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is assumed within the terms of any provision hereof, as though it were separately articulated in and made party of this Agreement, or any specification, standard or operating procedure by the Company, and portion or portions which a court may hold to be unenforceable in a final decision to which the Company is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order Such modification to this Agreement shall be effective only in said jurisdiction, unless the Company elects to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions

B Waiver of Obligations The Company and the Franchisee may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver Any waiver granted by the Company shall be without prejudice to any other rights the Company may have, will be subject to continuing review by the Company and may be revoked, in the Company's sole discretion, at any time for any reason, effective upon delivery to Franchisee of ten (10) days' prior written notice, unless the waiver otherwise provides The Company and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by the Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein or to declare any breach thereof to be a default and to terminate the Franchise prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms hereof, any failure, refusal or neglect of the Company or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement including, without limitation, any mandatory specification, standard or operating procedure, any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Restaurants, or the acceptance by the Company of any payments due from Franchisee after any breach of this Agreement Neither the Company nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from (a) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy or the voluntary foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any Federal, state or municipal government or any department or agency thereof, (b) compliance with any law, ruling, order, regulation, requirements or instruction of any Federal, state or municipal government or any department or agency thereof, (c) acts of God, (d) fires, strikes, embargoes, war or riot, or (e) any other similar event or cause Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of royalties due on any sales thereafter

C Injunctive Relief Nothing contained herein shall bar (a) the Company's right to obtain injunctive relief against threatened conduct that will cause it irreparable loss or damages, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions, or (b) in any dispute regarding possession of the Premises, the Company's right to obtain the remedy of forcible detainer against Franchisee for any breach of a sublease for the Premises under customary rules governing such actions Franchisee agrees that the Company may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee in the event of the entry of such injunction shall be the dissolution of such injunction, if warranted, upon hearing duly had A claim for damages by reason of the wrongful issuance of any such injunction shall be brought as provided in Sections 19F and 19J below

D Rights of Parties are Cumulative The rights of the Company and the Franchisee under this Agreement are cumulative and no exercise or enforcement by the Company or Franchisee of any right or remedy under this Agreement shall preclude the exercise or enforcement by the Company or Franchisee of any other right or remedy under this Agreement which the Company or Franchisee is entitled by law to enforce

E Costs and Attorneys' Fees If a claim for amounts owed by Franchisee to the Company is asserted in any judicial or arbitration proceeding or appeal thereof, or if the Company or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding or appeal thereof, the party prevailing in such proceedings shall be awarded its costs and expenses including, but not limited to, reasonable accounting, paralegal, expert witness, attorneys' and arbitrators fee, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce the obligations of this Agreement

F Governing Law This Agreement takes effect upon its acceptance and execution by the Company, and shall be interpreted and construed exclusively under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Florida choice-of-law rules), provided, however, that if the covenants in Sections 7 and 17 of this Agreement would not be enforceable under the laws of Florida, and the Restaurant is located outside of Florida, then such covenants shall be interpreted and construed under the laws of the state in which the Restaurant is located Nothing in this Section 19F is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Florida to which this Agreement would not otherwise be subject

G Venue Subject to Section 19L below, the parties agree that any action brought by Franchisee against the Company in any court, whether federal or state, shall be brought within such state and in the judicial district in which the Company has its principal place of business at the time the action is commenced Any action brought by the Company against Franchisee in any court, whether federal or state, may be brought within the state and judicial district in which the Company has its principal place of business at the time the action is commenced The parties agree that this Section 19G shall not be construed as preventing either party from removing an action from state to federal court, provided, however, that venue shall be as set forth above Franchisee and the Company hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action

H Waiver of Jury Trial The Company and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding

I Binding Effect This Agreement is binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors in interest and shall not be modified except by written agreement signed by both Franchisee and the Company

J Limitations of Claims ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG THE PARTIES HERETO MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN EIGHTEEN (18) MONTHS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW OR STATUTE PROVIDES FOR A SHORTER

PERIOD OF TIME TO BRING A CLAIM THE PARTIES AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT A PROCEEDING BETWEEN THE COMPANY AND FRANCHISEE MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN THE COMPANY AND ANY OTHER PERSON OR ENTITY, NOR MAY ANY CLAIMS OF ANOTHER PARTY OR PARTIES BE JOINED WITH ANY CLAIMS ASSERTED IN ANY ACTION OR PROCEEDING BETWEEN THE COMPANY AND FRANCHISEE

K Waiver of Punitive Damages THE PARTIES AND THEIR OWNERS AND GUARANTORS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM SHALL BE LIMITED TO A RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS

L Mediation Before any party may bring an action in court against the other, the parties must first meet to mediate the dispute (except as otherwise provided below) Notwithstanding anything to the contrary, this Section shall not bar either party from obtaining injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation

(a) Non-binding Mediation Franchisee will attempt to resolve any dispute between Franchisee and the Company that arises out of this Agreement through mediation, except for any dispute relating to Section 15 herein The mediation procedure to be followed by the parties shall be set forth in the Company's then current procedures for resolving disputes (the "Procedures") which shall be made available to Franchisee on the date hereof and upon any future change or modification made by the Company All non-binding mediation shall occur at a place to be determined in Palm Beach County, Florida, or in the county and state in which the Company has its principal place of business All parties shall pay their respective costs and expenses of mediation

(b) Franchisee shall not institute any legal, administrative or arbitration proceedings for claims arising out of a dispute pursuant to this Agreement without first attempting to resolve the dispute through negotiation and non-binding mediation If the dispute has not been resolved through negotiation or mediation pursuant to the Procedures, either party may institute proceedings as set forth herein in the county and state in which the Company has its principal place of business

M Definitions The preambles, exhibits and any specifications, standards, operating procedures and rules the Company uses pursuant to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Company and Franchisee relating to the subject matter of this Agreement Nothing in the Agreement is intended or shall be deemed to confer any rights or remedies upon any person or legal entity not a party hereto Except where this Agreement expressly obligates the Company reasonably to approve or not unreasonably to withhold its approval of any action or request by Franchisee, the Company has the absolute right to refuse any request by Franchisee or to withhold its approval of any action by Franchisee The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs The term "affiliate" as used herein is applicable to any company directly or indirectly owned or controlled by, under common control with or owning or controlling the Company that sells Products or otherwise transacts business with Franchisee The term Franchisee as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine If two or more persons are at any time Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to the Company shall be joint and several References to "Franchisee" or "assignee" if an individual, or "owners" if Franchisee of assignee is an entity, shall mean the principal owners of Franchisee or assignee, unless the terms or provision is made expressly applicable to all shareholders and partners "Principal" means any person owning, of record or beneficially, ten percent (10%) or more of the equity or voting power of Franchisee or assignee References to management control in Franchisee shall mean control of the equity or voting control of Franchisee This Agreement shall be executed in multiple copies each of which shall be deemed an original Time is of the essence in this Agreement

20 NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or the Operations Manual shall be deemed delivered at the time delivered by hand, at the date of acknowledgement of receipt of transmission by fax or other electronic system, after receipt in the hands of a recognized commercial courier service for overnight delivery (e g , FedEx, UPS), or if placement in the United States Mail by Registered or Certified Mail, by the date the Return Receipt Requested is signed by the receiving party All payments and reports required by this Agreement shall be sent to the Company at the address to which Franchisee is notified from time to time, or to such other persons and places as the Company may direct from time to time

21 ACKNOWLEDGMENTS

A **Acknowledgments** Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Franchisee and if a corporation or a partnership or other business organization, its owners as independent businesspersons The Company expressly disclaims the making of, and Franchisee acknowledges that it has not received from the Company or any employee, representative or other party purporting to act on the Company's behalf, any warranty, promise or guarantee, express or implied, as to the potential sales volume, profits, or success of the business venture contemplated by this Agreement

B **Receipt of Documents** Franchisee acknowledges that it received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, with all of the blank lines therein filled in, at least seven (7) business days prior to the date on which this Agreement was executed Franchisee further acknowledges that it received the franchise disclosure document required by the Federal Trade Commission Franchise Rule at least fourteen (14) days prior to the date on which this Agreement was executed

C **Representations and Warranties** Franchisee and its owners represent and warrant to the Company that (a) neither Franchisee nor any of its owners have made any untrue statement of any material fact nor omitted to state any material fact in obtaining the rights granted herein, (b) neither Franchisee nor any of its owners have any direct or indirect legal or beneficial interest in any business that may be deemed a competitive business, except as otherwise completely and accurately disclosed in its franchise application materials, and (c) neither Franchisee nor its owners have been designated as suspected terrorists under U S Executive Order 13244 Franchisee recognizes that the Company approved Franchisee in reliance on all of the statements Franchisee and its owners have made in connection therewith

D **Consultation** Franchisee acknowledges that it has read and understood this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that the Company has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement

E **No Other Obligations** Each party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from (a) negotiating and entering into this Agreement, (b) exercising its rights under this Agreement, and/or (c) fulfilling its responsibilities under this Agreement

F **No Other Representations** Franchisee acknowledges that it shall have sole and complete responsibility for the choice of the Accepted Location, that the Company has not (and shall not be deemed to have (and shall not be deemed to have, even by Company's acceptance of the site that is the Accepted Location) given any representation, promise, or guarantee of Franchisee's success at the Accepted Location, and that Franchisee shall be solely responsible for its own success at the Accepted Location

G **Modification of Offers** Franchisee acknowledges and agrees that the Company may modify the offer of its franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement

22 ENTIRE AGREEMENT AND AMENDMENT

This Agreement and the exhibits referred to herein constitute the entire, full, and complete Agreement between the Company and Franchisee concerning the subject matter hereof, and supersede all prior agreements No other representations have induced Franchisee to execute this Agreement, provided however, that nothing in this Agreement is intended to disclaim the representations made in the franchise disclosure document Except for those permitted to be made unilaterally by the Company hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement

FRANCHISEE

____
FRANCHISEE

____
FRANCHISEE

COMPANY

Hurricane AMT, LLC, a Florida limited liability company

By __________________________
Title _________________________

EXHIBIT A

LOCATION OF THE PREMISES/PROTECTED AREA

The Premises of the Restaurant will be located at ______________________________
____
____

The Territory will be as follows ______________________________________
____
____

FRANCHISEE

____
FRANCHISEE

____
FRANCHISEE

COMPANY

Hurricane AMT, LLC, a Florida limited liability company

By ______________________
Title ______________________

EXHIBIT B

RESTAURANT LOCATION AREA

Pursuant to Section 3A of this Agreement, if the location of the Restaurant has not been accepted at the time of execution hereof, the area will be as follows ____________________

____

____

____

____

____

____

FRANCHISEE

____
FRANCHISEE

____
FRANCHISEE

COMPANY

Hurricane AMT, LLC, a Florida limited liability company

By ____________________________
Title ____________________________

EXHIBIT C

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to Hurricane AMT, LLC, a Florida limited liability corporation (the "Company"), to execute the Franchise Agreement between the Company and ________________________________ ("Franchisee"), dated _____________, 20__ (the "Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to the Company and the Company's successors and assigns that all of Franchisee's monetary obligations under the Agreement will be punctually paid and performed

Upon demand by the Company, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require the Company to (a) proceed against Franchisee for any payment required under the Agreement, (b) proceed against or exhaust any security from Franchisee, (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee, or (d) give notice of demand for payment by Franchisee Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement

The undersigned each hereby jointly and severally agree to defend, indemnify and hold the Company harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Sections 5, 7, 13, 16 and 17 of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Hurricane Grill & Wings" or the "Hurricane Burgers Tacos Wings" marks or system licensed to Franchisee under the Agreement

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect

If the Company is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, the Company shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding If the Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse the Company for any of the above-listed costs and expenses the Company incurs

Subject to the provisions below, each of the undersigned agrees that all actions arising under this Guarantee or the Agreement, or otherwise as a result of the relationship between Company and the undersigned, must be commenced in the state or federal court of general jurisdiction in Florida, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts Nonetheless, each of the undersigned agrees that the Company may enforce this Guarantee and any orders and awards in the courts of the state or states in which he or she is domiciled

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 19 of the Agreement This Guarantee shall be interpreted and construed under the laws of the State of Florida In the event of any conflict of law, the laws of the State of Florida shall prevail (without regard to, and without giving effect to, the application of Florida conflict of law rules)

[signature page to follow]

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature, under seal, on the same day and year as the Agreement was executed

PERCENTAGE OF OWNERSHIP INTEREST IN FRANCHISE	GUARANTORS(S)
______________________	Signed ______________________ Name ______________________ Address ______________________ ______________________
______________________	Signed ______________________ Name ______________________ Address ______________________ ______________________
______________________	Signed ______________________ Name ______________________ Address ______________________ ______________________

Date ______________________

EXHIBIT D
LIST OF PRINCIPALS

Name of Principal	Address	Interest %

EXHIBIT E
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("**Agreement**") is made this _____ day of ________, 20___, by and between __________________________ (the "**Franchisee**"), and ____________________________, who is a Principal, manager, supervisor, member, partner, or a person in a managerial position with, Franchisee (the "**Member**")

BACKGROUND

A Hurricane AMT, LLC ("AMT") owns a format and system (the "System") relating to the establishment and operation of family neighborhood restaurants, known as Hurricane Grill & Wings®, specializing in fresh chicken wings prepared in a variety of flavors and other tasty menu items for on-premises and carry-out consumption (the "HGW Restaurants") and the limited service, limited menu restaurants, known as Hurricane Burgers Tacos Wings™ (the "BTW Restaurants") The HGW Restaurants and BTW Restaurants are collectively referred to as the "Restaurants ",

B AMT and Franchisee have executed a Franchise Agreement ("Franchise Agreement") granting Franchisee the right to operate one (1) Restaurant (the "Restaurant") and to produce and distribute products and services approved by AMT and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement,

C The Member, by virtue of his or her position with Franchisee, will gain access to certain of AMT's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows

1 Confidential Information Member shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised thereunder which may be communicated to Member or of which Member may be apprised by virtue of Franchisee's operation under the terms of the Franchise Agreement Any and all information, knowledge, know-how, and techniques which AMT designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by AMT, or which, at or after the time of disclosure by AMT to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others

2 Covenants Not to Compete

(a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of its position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of AMT and the System

(b) Member covenants and agrees that during the term of Member's employment with, or ownership interest in, Franchisee, and except as otherwise approved in writing by AMT, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity

(i) Divert or attempt to divert any business or customer of the Restaurant or of any Restaurant using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with AMT's Proprietary Marks and the System

(ii) Employ or seek to employ any person who is at that time employed by AMT, Franchisee, any other franchisee, master franchisee, developer, or development agent, or otherwise directly or indirectly induce such person to leave his or her employment, or

(iii) Either directly or indirectly for him/herself or on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Restaurant

(c) Member covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by AMT, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Restaurant and which business is, or is intended to be, located within a ten (10) mile radius of either the Accepted Location or any other Restaurant operating at the time that the obligations under this commence

(d) As used in this Agreement, the term "Post-Term Period" shall mean a continuous uninterrupted period of two (2) years from the date of (a) a transfer permitted under Section 13 of the Franchise Agreement with respect to Member, and/or (b) termination of Member's employment with, and/or ownership interest in, Franchisee

3 Injunctive Relief Member acknowledges that any failure to comply with the requirements of this Agreement will cause AMT irreparable injury, and Member agrees to pay all court costs and reasonable attorney's fees incurred by AMT in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement

4 Severability All agreements and covenants contained herein are severable If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court shall have the authority to reform and modify

that provision in order that the restriction shall be the maximum necessary to protect AMT's and/or Franchisee's legitimate business needs as permitted by applicable law and public policy In so doing, the Member agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid

5 Delay No delay or failure by the AMT or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement

6 Third-Party Beneficiary Member hereby acknowledges and agrees that AMT is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this ____ day of ___________, 20___

FRANCHISEE	MEMBER
______________________________	______________________________
By ___________________________	By ___________________________
Name _________________________	Name _________________________
Title __________________________	Title __________________________

EXHIBIT F
ADA CERTIFICATION

Hurricane AMT, LLC ("**Company**") and ______________________ ("**Franchisee**") are parties to a franchise agreement dated ________________, 20____ (the "**Franchise Agreement**") for the operation of a Restaurant at ______________________ ____ ______________________ (the "**Restaurant**") In accordance with Section 3C of the Franchise Agreement, Franchisee certifies to Company that, to the best of Franchisee's knowledge, the Restaurant and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act, and all regulations imposed by state, local, and municipal authorities Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Company does not constitute ownership, control, leasing or operation of the Restaurant Franchisee acknowledges that Company has relied on the information contained in this certification Furthermore, Franchisee agrees to indemnify Company and the officers, directors, and employees of Company in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act and all regulations imposed by state, local, and municipal authorities, as well as the costs, including attorneys' fees, related to the same

____
Franchisee

By ____________________________

Name __________________________

Title ___________________________

EXHIBIT G
LEASE ADDENDUM

This copy of Franchisor's Option to Assume Lease When Franchisee does not lease from a third party, another form of this agreement may be used, which contains similar provisions

Option to Assume Lease ______________________________
(name or reference number)

1 If ______________________ ("Tenant") defaults under the Lease dated ________________, ("Lease") by and between ______________________________ ("Landlord") and Tenant for the premises located at ____ (the "Premises"), or if Hurricane AMT, LLC ("Franchisor") terminates the Tenant's franchise agreement covering the Premises, Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to Paragraph 3 below

2 Landlord agrees to give Franchisor written notice specifying all default(s) of Tenant under the Lease Franchisor agrees to give written notice to Landlord if Franchisor terminates Tenant's franchise agreement and, in such notice, will request that Landlord provide Franchisor with a copy of the Lease and specify any of the Tenant's defaults thereunder All notices will be by nationally recognized overnight courier (with tracking capability)

3 Franchisor (or one of its real estate affiliates) may, within 30 days from (i) receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required or permitted by the terms of the Lease, or (ii) sending of notice to Landlord that has terminated Tenant's franchise agreement covering the Premises, notify Landlord of Franchisor's decision to assume the Lease If Franchisor exercises its right to assume the Lease by sending Landlord the required notice as provided in the prior sentence, (i) Landlord will deliver possession of the Premises to Franchisor, and (ii) Franchisor will, immediately upon such delivery, cure all of Tenant's monetary defaults under the Lease and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant's rights and obligations under the Lease, subject to the next paragraph

4 If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, Landlord agrees that Franchisor (i) may, without Landlord's consent, sublet the Premises to or assign the Lease to, an approved franchisee of Franchisor, provided in either instance that Franchisor remains liable for the payment of rent and the performance of Tenant's duties under the Lease, (ii) may assign, without recourse, its rights under the Lease upon receiving Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, and subject to the terms of Article XII of the Lease, (iii) will not be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, (iv) will not be subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 60 days in each instance, and (v) may, if it subleases the Premises to a franchisee as provided above, retain all rent or other consideration payable under such sublease

5 If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, within 10 days after written demand, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so, Tenant appoints Franchisor as its agent to execute all

documents that may be necessary for Franchisor to take assignment of the Lease Notwithstanding anything to the contrary contained herein Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant's defaults under the Lease, including interest, reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor may enter the Premises without being guilty of trespass or tort to de-identify the Premises) Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary, parent, successor or assign of Franchisor provided the conditions herein as to assignment are met The assignee must be an approved licensed franchisee of Hurricane AMT, LLC This Option may be signed in any number of counterparts by facsimile or otherwise, each of which shall be deemed an original, but all of which shall constitute one and the same instrument A facsimile signature may be used for any purpose in lieu of an original signature

LANDLORD ______________________________

By ______________________________________

By ______________________________________

Date ________________________

EXHIBIT D - TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL

PRINTED OPERATIONS MANUAL

BAR	1
SERVER	1
CASH PAPER TRAIL	1
CHANGE ORDERS/DEPOSITS	1
GIFT CARDS (INCLUDING HOLIDAY CARDS)	1
PAID-OUTS/ PAID-IN'S	1
COST CONTROLS	1
LABOR COSTS	1
FOOD AND BEVERAGE COST	1
INVENTORY PROCESS	1
PAR LEVELS	1
COMPS AND VOIDS	1
INVOICING	1
CHART OF ACCOUNTS	1
BUDGETS	1
LOST CREDIT CARDS	1
PAYCHECKS	1
DOCUMENT DESTRUCTION	1
RECORD RETENTION	1
CODE AND KEY POLICY	1
P&L	1
LOCAL STORE MARKETING	1
MARKETING	1
LOGOS	1
LIMITED TIME OFFERS	1
REWARDS CARD	1

Total pages in printed operations manual = 36

ELECTRONIC OPERATIONS MANUAL	Pages
Training	290
Marketing	715
Kitchen Operations	148
Operations Procedures	553

Total pages in electronic operations manual = 1,706

EXHIBIT E - DEVELOPMENT AGREEMENT

HURRICANE AMT
MULTI-UNIT DEVELOPMENT AGREEMENT

Between

HURRICANE AMT, LLC
a Florida limited liability company
(The Company)

and

______________________________,
a ________________________
(Developer)

Dated ___________, 20__

4/26/2016

HURRICANE AMT, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

EXHIBITS AND ATTACHMENTS

HURRICANE AMT, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ______ day of ____________, 20___, by and between Hurricane AMT, LLC, a Florida limited liability company, with its principal office at 1800 Old Okeechobee Road, Suite 100, West Palm Beach, FL 33409 (the "Company"), and ____________________________, whose principal address is ____________________________ (the "Developer")

1 PREAMBLES

A The Company, as a result of the expenditure of time, skill, effort and money has developed and owns a distinctive system (the "System") relating to the establishment and operation of family neighborhood restaurants, known as Hurricane Grill & Wings® (the "HGW Restaurants") for on-premises and carry-out consumption and the limited service, limited menu restaurants, known as Hurricane Burgers Tacos Wings™ (the "BTW Restaurants"), which feature , burgers, tacos and wings and other food items prepared in a variety of flavors (the "Products") The HGW Restaurants and BTW Restaurants are collectively referred to as the "Restaurants "

B The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design and accessories, products, and procedures for operations, specially developed equipment, equipment layouts, and signage, quality and uniformity of products and services offered, procedures for management and inventory control, training and assistance and advertising and promotional programs, all of which may be changed, improved, and further developed by the Company from time to time

C The Company identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the mark "Hurricane Grill & Wings", "Hurricane Burgers Tacos Wings" and such other trade names, service marks, and trademarks as are now designated (and may hereinafter be designated by the Company in writing) for use in connection with the System (the "Proprietary Marks")

D Developer wishes to obtain certain rights to develop Restaurants under the Company's System, within the Development Area specified in this Agreement, and according to the Development Schedule specified in this Agreement, and Developer and the Company wish to enter into this Agreement in order to reflect the understandings and agreements that they have reached with respect to the foregoing points and the other matters that are addressed herein

2 ORGANIZATION If Developer is a corporation, limited liability company or partnership, Developer represents and warrants to the Company that it is duly organized and validly existing in good standing under the laws of the state of its organization, is qualified to do business in all states in which it is required to qualify and has the authority to execute, deliver and carry out all of the terms of this Agreement

3 **REFERENCES AND DEFINITIONS**

A **DEVELOPMENT AREA** "Development Area" shall mean the geographical area described in Exhibit A attached to this Agreement

B **FRANCHISE AGREEMENT** "Franchise Agreement" shall mean the then-current form of agreement (including, but not limited to, exhibits, riders, collateral assignments of leases or subleases, owner guarantees and other related documents) used by the Company that governs the operation of individual Restaurants operated under the System and the rights and responsibilities of the Company and each franchisee The current form of Franchise Agreement is attached hereto as Exhibit C

4 **DEVELOPMENT RIGHTS AND OBLIGATIONS**

A **TERM OF AGREEMENT** Subject to the provisions contained herein, this Agreement shall be for a term commencing on the date hereof and expiring on _____________, 20___ Developer acknowledges that no renewal rights are granted under this Agreement

B **EXCLUSIVE DEVELOPMENT RIGHTS/RESERVATION OF RIGHTS** Provided Developer and its Affiliated Entities (as defined in Section 5(f)) are in full compliance with all of the terms and conditions contained in this Agreement and contained in any other agreements with the Company or any of its affiliates, including Franchise Agreements entered into between the Company and Developer or its Affiliated Entities pursuant to this Agreement, then the Company will, during the term of this Agreement (1) grant to Developer, in accordance with Section 5 hereof, franchises for the ownership and operation of Restaurants to be located within the Development Area, and (2) except as excluded below, not operate (directly or through an affiliate) nor grant a franchise for the operation of any Restaurant to be located within the Development Area, except for those franchises granted to Developer pursuant to this Agreement Except as otherwise provided in this Section 4B, the Company retains the right in its sole discretion to (a) operate and grant to others the right to operate Restaurants at such locations outside the Development Area and on such terms and conditions as the Company deems appropriate, (b) to establish, and license others to establish, Restaurants at any institutional or captive audience facilities, including, without limitation, military bases, public transportation facilities, government offices or institutions, educational institutions, health care facilities, toll road or highway rest stops, parks, stadiums, malls, museums, art centers, contract or institutional food service operators, in theaters, warehouse clubs, theme parks, amusement centers, truck stops, or casinos ("Institutional Facilities") within or outside the Development Area, notwithstanding such Restaurants' proximity to the Development Area or their actual or threatened impact on sales at Developer's Restaurants, (c) sell the Products and other products under the Marks or other trademarks in the Development Area through other channels of distribution, other than at Restaurants, and (d) operate and grant franchises to others to operate restaurants, whether within or outside the Development Area, other than Restaurants, and identified by trademarks or service marks, other than the Marks, pursuant to such terms and conditions as the Company deems appropriate

C **DEVELOPMENT OBLIGATIONS** Developer agrees that during the term of this Agreement he will at all times faithfully, honestly and diligently perform his obligations hereunder and continuously exert his best efforts to promote and enhance the development of Restaurants within the Development Area Without limiting the foregoing obligation, Developer agrees to open and have operating in accordance with the terms of and pursuant to executed Franchise Agreements the number of Restaurants set forth in Exhibit B (the "Development Schedule") by the dates specified therein If a Restaurant is permanently closed after having been opened, Developer shall, in addition to the foregoing development obligations, develop and open a substitute Restaurant within six (6) months from the date of such permanent closing If Developer fails at any time to meet the Development Schedule, the Company shall have the right to terminate this Agreement by delivering a notice to Developer stating that the Company elects to terminate this Agreement as a result of such failure, effective upon delivery of such notice of termination The Company's right to terminate this Agreement shall be the sole and exclusive remedy of the Company for Developer's failure to meet the Development Schedule

5 **GRANT OF FRANCHISES TO DEVELOPER** Subject to the provisions of Section 4 hereof, the Company agrees to grant franchises to Developer for the operation of Restaurants to be located within the Development Area on the following conditions

(a) Developer shall submit to the Company a complete site report (containing such information as the Company may reasonably require) for a proposed site for Restaurant which Developer proposes to establish and operate and which Developer reasonably believes to conform to site selection criteria the Company establishes from time to time for demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses (including other Restaurants), the nature of other businesses in proximity to the site and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site), and the size, appearance and other physical characteristics of the premises

(b) Developer acknowledges that, in order to preserve and enhance the reputation and goodwill of all Restaurants and the goodwill of the Marks, all Restaurants must be properly developed and operated Accordingly, Developer agrees that the Company may refuse to grant Developer a franchise for a proposed Restaurant unless Developer demonstrates sufficient operational and financial capabilities, in the Company's sole judgment, applying standards consistent with criteria the Company uses to establish Restaurants in other comparable market areas, to develop and operate the proposed Restaurant properly To this end, Developer shall furnish the Company with such financial statements and other information regarding Developer (or its Affiliated Entity) and the development and operation of the proposed Restaurant, including, without limitation, and investment and financing plans for the proposed Restaurant, as the Company may require

(c) The Company will, by delivery of written notice to Developer and at its sole discretion, accept or decline each site Developer proposes for the operation of a Restaurant The Company agrees to use commercially reasonable efforts to deliver such notification to Developer within thirty (30) days after the Company's receipt of the complete site reports, financial statements and other materials it has requested containing all the information the Company reasonably requires

DEVELOPER ACKNOWLEDGES AND AGREES THAT THE COMPANY'S ACCEPTANCE OF A PROPOSED SITE AND ANY INFORMATION COMMUNICATED TO DEVELOPER REGARDING THE PROPOSED SITE SHALL NOT CONSTITUTE A WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE PROPOSED SITE FOR A RESTAURANT OR FOR ANY OTHER PURPOSE, AND THE COMPANY'S ACCEPTANCE OF SUCH SITE MERELY SIGNIFIES THAT THE COMPANY IS WILLING TO GRANT A FRANCHISE FOR A RESTAURANT AT SUCH PROPOSED SITE SUBJECT TO THE TERMS HEREOF DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT HIS ACCEPTANCE OF A RESTAURANT FRANCHISE AT THE PROPOSED SITE SHALL BE BASED SOLELY ON HIS OWN INDEPENDENT INVESTIGATION OF THE SUITABILITY OF SUCH PROPOSED SITE FOR A RESTAURANT

(d) Upon acceptance of a proposed site, as above provided, the Company shall offer Developer a franchise to operate a Restaurant at the proposed site by delivering to Developer a Franchise Agreement providing for the franchise fee listed in Section 5(e) Such Franchise Agreement shall be executed by Developer or an Affiliated Entity (and its partners or shareholders, as required) and returned to the Company not earlier than five (5) days and not later than ten (10) days after the Company's delivery thereof (or such longer time as may be required by applicable laws), with payment of the initial franchise fee required thereunder If Developer (or its Affiliated Entity) fails to execute such Franchise Agreement and tender payment of the franchise fee, the Company may revoke its offer to grant Developer a franchise to operate a Restaurant at such proposed site and withdraw its acceptance of the proposed site

(e) The franchise fee payable for each Restaurant required to be developed by Developer pursuant to Section 4C hereof shall be Thirty Five Thousand Dollars ($35,000)

(f) Developer shall have the right to open and operate Restaurants and to execute Franchise Agreements therefor through one or more corporations or general or limited partnerships or limited liability companies formed by Developer for such purpose ("Affiliated Entities"), provided that (1) Developer or its owners own and control (i) more than fifty percent (50%) of all issued and outstanding capital stock of such corporation, (ii) all of the general partnership interests of such partnership or (iii) has management control of such limited liability company, (2) such entity conducts no business, other than the operation of a Restaurant, (3) Developer and its owners agree to execute an agreement in the form acceptable to the Company in which they assume full and unconditional liability for and agree to perform all obligations, covenants and agreements contained in the Franchise Agreement, (4) all owners of the entity possess good moral character, as determined by the Company, and (5) all owners of the entity agree to execute an agreement in the form acceptable to the Company in which they assume full and unconditional liability for and agree to perform all obligations, covenants and agreements contained in the Franchise Agreement Notwithstanding (3) and (5) above, limited partners and non-voting owners, in their capacity as such, will not be required to execute any such guaranty

(g) If, within one hundred fifty (150) days after the date of this Agreement, Developer has not been able to locate a site suitable for the operation of the first required Restaurant acceptable to the Company within the Development Area, the Company may terminate this Agreement at any time thereafter

6 **DEVELOPMENT FEE** Concurrently with the execution of this Agreement, Developer shall pay to the Company a non-refundable development fee in the amount of __________ Dollars ($_______), which fee shall be deemed earned by the Company when paid Thirty Five Thousand Dollars ($35,000) shall be applied to the franchise fee for the first Restaurant to be developed in the Development Area and the franchise fee shall be considered paid in full The balance of the non-refundable development fee, which is ___________ Dollars ($________), shall be applied to the franchise fee for the next _____ (____) Restaurants at the rate of Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant and shall be considered a non-refundable reservation fee

The balance of the Thirty Five Thousand Dollar ($35,000) franchise fee for the next ________ (___) Restaurants, which is Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant, shall be due and payable in full upon execution of a Franchise Agreement for an accepted site

7 **MANAGEMENT OF BUSINESS** Developer (or, if Developer is an entity, the chief executive officer) shall exert his full-time efforts to the obligations hereunder and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with Developer's obligations hereunder Developer (or, if Developer is an entity, the chief executive officer) shall supervise the development and operation of Restaurants franchised pursuant hereto and each such Restaurant shall be managed by a manager who has completed the Company's training program to the Company's satisfaction

8 **CONFIDENTIAL INFORMATION/EXCLUSIVE RELATIONSHIP** The Company possesses certain confidential information relating to the operation of Restaurants and its trade secrets and proprietary products, which includes the ingredients, formulas, recipes and methods of preparation of certain food products sold at Restaurants and methods, techniques, formats, specifications, systems, procedures, methods of business management, sales and promotion techniques and knowledge of and experience in the operation and franchising of Restaurants (the "Confidential Information") The Company will disclose the Confidential Information to Developer in furnishing to Developer the training program and subsequent training, the Company's operating manuals and in guidance and assistance provided to Developer pursuant to the Franchise Agreements

Developer acknowledges and agrees that he will not acquire any interest in the Confidential Information, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition Developer acknowledges and agrees that the Confidential Information is proprietary, may involve trade secrets of the Company and is disclosed to Developer solely on the condition that Developer agrees, and Developer does hereby agree, that he (i) will not use the Confidential Information in any other business or capacity, (ii) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, (iii) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form, and (iv) will adopt and implement all reasonable procedures that the Company prescribes from time to time to prevent unauthorized use or disclosure of the Confidential Information Notwithstanding anything to the contrary contained in this Agreement and provided Developer shall have obtained the Company's prior written consent, which consent shall not be unreasonably withheld, the restrictions on Developer's disclosure and use of the Confidential Information shall not apply to the following (a) information, processes or techniques which are or become generally known in the restaurant industry, other than through disclosure (whether deliberate or inadvertent) by Developer, and (b) disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Developer is legally compelled to disclose such information, provided Developer shall have used his best efforts and shall have afforded the Company the opportunity to obtain an appropriate protective order or other assurance satisfactory to the Company of confidential treatment for the information required to be so disclosed

Any employee who may have access to any confidential information regarding the Company shall execute a covenant that he will maintain the confidentiality of information he receives in connection with his association with Developer Such covenants shall be on a form provided by Company, which form shall, among other things, designate Company as a third party beneficiary of such covenants with the independent right to enforce them

Developer acknowledges and agrees that the Company would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Restaurants if franchised owners of Restaurants were permitted to hold interests in or perform services for any competitive businesses

9 MARKS Developer acknowledges that the Company owns the Marks and that Developer's right to use the Marks is derived solely from Franchise Agreements entered into between Developer and the Company for the purpose of operating Restaurants Developer agrees that its usage of the Marks and any goodwill established thereby shall inure to the Company's exclusive benefit Developer further agrees that, after the termination or expiration of this Agreement, Developer will not at any time or in any manner identify it or any business as a franchisee or former franchisee of or otherwise associated with the Company or use in any manner or for any purpose any Mark or other indicia of a Restaurant, or any colorable imitation thereof, except with respect to Restaurants operated by Developer pursuant to Franchise Agreements with the Company

Developer shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may Developer use any Mark in connection with any business or activity, other than the business conducted by Developer pursuant to Franchise Agreements with the Company, or in any other manner not explicitly authorized in writing by the Company

Developer shall immediately notify the Company in writing of any apparent infringement of or challenge to Developer's use of any Mark or any claim by any person of any rights in any Mark or similar trade name, trademark or service mark of which Developer becomes aware Developer shall not communicate with any person other than the Company and its counsel in connection with any such infringement, challenge or claim The Company shall have the discretion to take such action as it deems appropriate and the right to control exclusively any litigation, U S Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark Developer agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of the Company's counsel, be necessary or advisable to protect and maintain the Company's interests in any such litigation or U S Patent and Trademark Office or other proceeding or otherwise to protect and maintain the Company's interests in the Marks

The Company agrees to indemnify Developer against and to reimburse Developer for all damages for which it is held liable in any proceeding arising out of its authorized use of any Mark pursuant to and in compliance with this Agreement and for all costs it reasonably incurs in defending any such claim brought against it or any proceeding in which it is named as a party, provided that Developer has timely notified the Company of such claim or proceeding and has otherwise complied with this Agreement The Company, at its discretion, shall be entitled to defend any proceeding arising out of Developer's use of any Mark pursuant to this Agreement, and if the Company undertakes the defense of such proceeding, the Company shall not have any obligation to indemnify or reimburse Developer with respect to any fees or disbursements of any counsel retained by Developer

10 TERMINATION The Company may terminate this Agreement, effective upon delivery of notice of termination to Developer, if

(a) Developer makes an assignment for the benefit of creditors or an admission of his inability to pay his obligations as they become due or has a petition filed for bankruptcy,

(b) Developer fails to meet his development obligations by the dates specified in the Development Schedule, provided however, that if Developer has fully executed leases and franchise agreements for each Restaurant required to be developed so that Developer will be in compliance with the Development Schedule in Exhibit B and if Developer is using its best efforts to develop such Restaurants, Developer shall have the right to cure a breach within six (6) months after delivery of Company's notice of termination by opening and operating all such Restaurants

(c) Developer (or, if Developer is a corporation, partnership, or limited liability company, any shareholder, partner or managing member) makes an unauthorized assignment or transfer of this Agreement, an ownership interest in Developer or any interest in any Restaurant or Franchise Agreement granted pursuant to this Agreement,

(d) Developer (or, if Developer is a corporation, partnership, or limited liability company any shareholder, partner or managing member) has made any material misrepresentation or omission in his application for the development rights conferred by this Agreement or is or has been convicted of, or pleads or has pleaded no contest to, a felony that may adversely affect the goodwill of the Marks or the reputation of Restaurants,

(e) Developer (or, if Developer is a corporation, partnership, limited liability company, any shareholder, partner or member) makes any unauthorized use of the Marks or any unauthorized use or disclosure of the Confidential Information,

(f) Developer fails to comply with any other provisions of this Agreement and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Developer, or

(g) the Company has delivered a notice of termination of a Franchise Agreement with Developer (or any of its Affiliated Entities) in accordance with its terms and conditions

11 EFFECT OF TERMINATION AND EXPIRATION

A CONTINUING OBLIGATIONS All of the Company's and Developer's obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement until they are satisfied in full or by their nature expire

B GRANT OF FRANCHISES Upon Developer's fulfillment of the Development Schedule or upon termination or expiration of this Agreement for any reason, Developer's rights under this Agreement will terminate The Company will then have no further obligation to grant Developer additional franchises for Restaurants and will be free to operate or grant to other persons franchises to operate Restaurants within the Development Area

12 ASSIGNMENT

A BY THE COMPANY This Agreement is fully assignable by the Company and shall inure to the benefit of any assignee or other legal successor to the Company's interest herein

B DEVELOPER AND ITS OWNERS MAY NOT ASSIGN WITHOUT APPROVAL OF THE COMPANY Developer understands and acknowledges that the rights and duties created by this Agreement are personal to Developer (or, if Developer is a business entity, , its shareholders, members/managers or partners) and that the Company has granted this Agreement in reliance upon the Company's perceptions of the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Developer (or, if Developer is a business entity, its shareholders, members/managers or partners) Neither Developer nor any immediate or remote successor to any part of Developer's interest in this Agreement, nor any individual or legal entity that directly or indirectly controls Developer shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in Developer, this Agreement, any Restaurant, any site for a Restaurant or any other assets pertaining to Developer's operations under this Agreement (collectively, "Transfer") without the prior written consent of Company Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having the prior written consent of Company shall be null and void and shall constitute a material breach of this Agreement, for which Company may terminate this Agreement without providing Developer an opportunity to cure the breach If Developer does not propose to Transfer the same interest with respect to all agreements (including any Franchise Agreement) with Company that relate to Developer's operations in the Development Area, Company may withhold consent to any Transfer

C **TRANSFER TO AN ENTITY** If Developer and all of its Affiliated Entities are in full compliance with this Agreement and all Franchise Agreements, the Company shall not unreasonably withhold its approval of a proposed assignment or transfer of this Agreement to a corporation, limited liability company or partnership which conducts no business other than the business contemplated hereunder, which Developer actually manages and in which Developer maintains management control and owns and controls more than fifty percent (50%) of the general partnership interest, ownership interest or equity and voting power of all issued and outstanding capital stock If, after the transfer, Developer will not own or control more than fifty percent (50%) of the general partnership interest, ownership interest or equity and voting power of all issued and outstanding capital stock, Company agrees to consider such transfer of interest, providing such transfer is not detrimental to the development of the Development Area Transfers of shares, ownership interests or partnership interests in such corporation, limited liability company or partnership will be subject to the provisions of Section 12D Notwithstanding anything to the contrary herein, Developer shall remain personally liable under this Agreement as if the transfer to such corporation, limited liability company or partnership has not occurred The articles of partnership, partnership agreement, articles of organization, articles of incorporation, by-laws and other organizational documents of such partnership, limited liability company or corporation shall recite that the issuance and assignment of any interest therein is restricted by the terms of this Section, and all issued and outstanding stock certificates of such corporation shall bear a legend reciting or referring to the restrictions hereof Each partner, member/manager or shareholder of Developer who owns ten percent (10%) or more of the equity or voting power of Developer at any time during the term of this Agreement shall execute a "Owner's Guaranty and Assumption of Developer's Obligations," undertaking to be bound jointly and severally by all provisions of this Agreement Limited partners and non-voting shareholders, in their capacity as such, will not be required to execute the guaranty Developer shall furnish to the Company at any time upon request, in such form as the Company may require, a list of its general partners, members/managers or all shareholders (of record and beneficially) reflecting their respective interests in Developer

D **CONDITIONS FOR APPROVAL OF TRANSFER** If Developer (or, if Developer is an entity, its shareholders, members/managers or partners) is in full compliance with this Agreement and all Franchise Agreements under which he operates Restaurants, the Company shall not unreasonably withhold its approval of a transfer that meets all the applicable requirements of this Section 12D The proposed transferee and its owners must be individuals of good moral character and otherwise meet the Company's then applicable standards for developers of Restaurants A transfer of this Agreement may be made only in connection with the transfer to the same transferee of all interests of Developer (and all of its Affiliated Entities) in every Restaurant developed pursuant to this Agreement

If the transfer is of the development rights granted under this Agreement or a controlling interest in Developer, or is one of a series of transfers which in the aggregate constitute the transfer of the development rights granted under this Agreement or a controlling interest in Developer, all of the following conditions must be met prior to or concurrently with the effective date of the transfer

(1) the transferee must have sufficient business experience, aptitude and financial resources to operate Developer's business and develop the Development Area,

(2) Developer must pay the Company and its affiliates all amounts owed to the Company or its affiliates which are then due and unpaid and submit all required reports and statements which have not yet been submitted,

(3) the transferee must agree to be bound by and expressly assume all of the terms and conditions of this Agreement for the remainder of its term,

(4) Developer (and its owners) and Company must execute general releases of any and all claims against each other, their affiliates, officers, directors, employees and agents,

(5) all Franchise Agreements between the Company and Developer or any Affiliated Entity must be transferred to the transferee of this Agreement (or the transferee of a controlling interest in Developer),

(6) If a proposed transfer would result in a change in control of Developer, and to compensate the Company for the Company's legal, accounting, training, and other expenses incurred in connection with the transfer, Developer or transferee shall pay the Company a transfer fee in the amount of Five Thousand Dollars ($5,000) Such transfer fee shall be paid as follows one-half (½) of the transfer fee shall be paid at such time that Developer notifies the Company of the proposed transfer, as required by this Section 12, and this amount shall be non-refundable, whether the Company approves the transfer or not, and irrespective of whether the transaction closes, and the balance shall be paid to the Company at the closing of the transfer transaction,

(7) the transferee and/or its personnel must agree to complete the Company's training program to the Company's satisfaction, for which the transferee must pay to the Company its then-current training fee, and

(8) the Company shall not have exercised its right of first refusal pursuant to Section 12E hereof

If the proposed transfer is to or among owners of Developer who have executed the attached form of Owner's Guaranty and Assumption of Developer's Obligations, none of the above requirements shall apply, and it should only require notice to the Company Subparagraph (8) shall not apply to transfers by gift, bequest or inheritance In connection with any assignment permitted under this Section 12D, Developer shall provide the Company with all documents to be executed by Developer and the proposed assignee or transferee at least thirty (30) days prior to execution

E THE COMPANY'S RIGHT OF FIRST REFUSAL If Developer (or its owners) shall at any time determine to sell, assign or transfer for consideration this Agreement (or an interest therein) or an ownership interest in Developer, or all or substantially all of the assets of Developer, Developer (or its owners) shall obtain a bona fide, executed written offer and earnest money deposit from a responsible and fully disclosed prospective purchaser and submit an exact copy of such offer to the Company However, if the offeror proposes to buy any other property or rights, other than rights under Franchise Agreements executed pursuant hereto, from Developer or any of its Affiliated Entities (or their respective owners) such proposal must be under a separate, contemporaneous offer The price and terms of purchase offered to Developer (or its owners) for the interest in this Agreement and Franchise Agreements or Developer (or any Affiliated Entities) shall reflect the bona fide price offered therefor and shall not reflect any value for any other property or rights The Company shall have the right, exercisable by written notice delivered to Developer or its owners within ten (10) days from the date of delivery of an exact copy of such offer to the Company, to purchase this Agreement (or such interest in this Agreement) or such ownership interest in Developer or such assets for the price and on the terms and conditions contained in such offer, provided that the Company may substitute cash for any form of payment proposed in such offer, the Company's credit shall be deemed equal to the credit of any proposed purchaser and the Company shall have not less than ten (10) days to prepare for closing If the Company does not exercise its right of first refusal, Developer (or its owners) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to the Company's approval as provided in Section 12D, provided, however, that if the sale to such purchaser is not completed within one hundred eighty (180) days after delivery of such offer to the Company, or if there is a material change in the terms of the sale, the Company shall again have the right of first refusal provided herein

F DEATH OR PERMANENT DISABILITY OF DEVELOPER Upon the death or permanent disability of Developer or an owner of Developer, the executor, administrator, conservator or other personal representative of such person shall transfer his interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a third party approved by the Company Such transfer, including, without limitation, transfer by devise or inheritance, shall be subject to all the terms and conditions for assignments and transfers contained in Section 12D hereof and, unless transferred by gift, devise or inheritance, subject to the terms of Section 12E hereof Failure to dispose of such interest within said period of time shall constitute a breach of this Agreement

G EFFECT OF APPROVAL OF A TRANSFER The Company's approval of an assignment of any interest subject to the restrictions of this Section shall not constitute a waiver of any claims it may have against the assignor nor be deemed a waiver of the Company's right to demand the assignee's exact compliance with any of the terms or conditions of this Agreement or Franchise Agreements

H PUBLIC OFFERINGS OF SECURITIES Notwithstanding any other provisions of this Agreement, Developer shall not, without the Company's prior written consent, which shall not be unreasonably withheld, sell or offer to sell any security of Developer if such sale or offer would be required to be registered pursuant to the provisions of the Securities Act of 1933, as amended, and the rules and regulations pursuant thereto, or the securities laws of any other state or territory of the United States of America or of any other jurisdiction If the Company grants Developer its written consent thereto, Developer agrees to comply with all of the Company's requirements and restrictions concerning use of information about the Company and its affiliates Following a public offering of securities, Developer shall be required to own more than fifty percent (50%) of the general partnership interest or equity and voting power of all issued and outstanding capital stock

13 COVENANTS

A Developer covenants that during the term of this Agreement, except as otherwise approved in writing by the Company, Developer (or the chief executive officer) shall devote full time, energy, and best efforts to the management and operation of the business contemplated hereunder

B Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of the Company and the System Developer covenants that during the term of this Agreement, except as otherwise approved in writing by the Company, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership corporation or entity divert or attempt to divert any business or customer of the Restaurant or of any Restaurant using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's Proprietary Marks and the System

C Developer covenants that, except as otherwise approved in writing by the Company, Developer shall not, during the term of this Agreement, or for a continuous uninterrupted period of two (2) years from the date of (a) a transfer permitted under Section 12 above, (b) expiration or termination of this Agreement (regardless of the cause for termination), or (c) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section

(1) Either directly or indirectly (through, on behalf of, or in conjunction with any persons, partnership, corporation or entity), own, maintain, operate, engage in, or have any interest in any restaurant business which is the same as or similar to Restaurants and for which twenty percent (20%) or more of the food sales is chicken wings and which business is, or is intended to be, located within the Development Area, or within ten (10) miles of the border of the Development Area or within a ten (10) mile radius of any Restaurant operating at the time that the obligations under this Section 13C commence

(2) Unless released in writing by the employer, employ or seek to employ any person who is at that time employed by the Company or by any other franchisee or developer of the Company, or otherwise directly or indirectly induce such person to leave his or her employment If Developer violates this provision and hires a person who was employed by the Company, Developer shall pay Company the following amounts based on the level of employment shown below

Director Level	$50,000
Manager Level	$25,000
Training Team Level	$10,000

D Section 13C above shall not apply to ownership by Developer of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation As used in this Agreement, the term "publicly-held corporation" shall be deemed to refer to a corporation which has securities that have been registered under the federal Securities Exchange Act of 1934

E At Company's request, Developer shall require and obtain execution of covenants similar to those set forth in Sections 12 and 13 (as modified to apply to an individual) from any or all of the following persons Developer's Principals listed in Exhibit E and executive officer's of Developer Failure by Developer to obtain execution of a covenant required by this Section 13E shall constitute a default under Section 10(f) hereof

F The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement If all or any portion of a covenant in this Section 13 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Company is a party, Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 13

G Developer understands and acknowledges that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 13B and 13C in this Agreement, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 13 hereof

H Developer expressly agrees that the existence of any claims it may have against Company, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Company of the covenants in this Section 13 Developer agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Company in connection with the enforcement of this Section

I Developer acknowledges that Developer's violation of the terms of this Section 13 would result in irreparable injury to Company for which no adequate remedy at law may be available, and Developer accordingly consents to the issuance of an injunction prohibiting any conduct by Developer in violation of the terms of this Section

14 RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A INDEPENDENT CONTRACTORS It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that the Company and Developer are and shall be independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose Developer shall conspicuously identify himself in all dealings as the owner of development rights granted under an area development agreement with the Company and shall place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as the Company may require from time to time

B NO LIABILITY FOR ACTS OF OTHER PARTY Developer shall not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in the Company's liability for any of Developer's indebtedness or obligations, nor may Developer use the Marks in any way not expressly authorized herein Except as expressly authorized in writing, neither the Company nor Developer shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing The Company shall not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Developer's business authorized by or conducted pursuant to this Agreement

C TAXES The Company shall have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Developer or its assets or upon the Company, arising in connection with the business conducted by Developer pursuant to this Agreement or any Franchise Agreement Payment of all such taxes shall be Developer's responsibility

D INDEMNIFICATION Developer agrees to indemnify, defend and hold harmless the Company, its subsidiary and affiliated entities and their shareholders, directors, officers, employees, agents, successors and assignees (the "Indemnified Parties") against and to reimburse any one or more of them for all claims, obligations and damages described in this Section 14, any and all taxes described in Section 14C and any and all claims and liabilities directly or indirectly arising out of the operation of Developer's business or the use of the Marks in any manner not in accordance with this Agreement For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against any one or more of the Indemnified Parties including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses The Company shall have the right to defend any such claim against it in such manner as the Company deems appropriate or desirable in its sole discretion This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

15 ENFORCEMENT

A SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such provision of this Agreement is held to be invalid, contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which the Company is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if Developer is a party thereto, otherwise upon Developer's receipt of a notice of non-enforcement thereof from the Company If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any part or all thereof, Developer and the Company agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination or nonrenewal of this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure the Company prescribes is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and the Company shall have the right in its sole discretion to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable Developer agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or any specification, standard or operating procedure prescribed by the Company, any portion or portions which a court may hold to be unenforceable in a final decision to which the Company is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order Such modifications to this Agreement shall be effective only in such jurisdiction, unless the Company elects to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions

B WAIVER OF OBLIGATIONS The Company and Developer may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver Any waiver granted by the Company shall be without prejudice to any other rights the Company may have, will be subject to the Company's continuing review and may be revoked, in the Company's sole discretion, at any time and for any reason, effective upon delivery to Developer of ten (10) days' prior written notice The Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein or to declare any breach thereof to be a default and to terminate this

Agreement prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms hereof, any failure, refusal or neglect of the Company or Developer to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder including, without limitation, any mandatory specification, standard or operating procedure, any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Restaurants or any territorial development agreements or Franchise Agreements therefor, or the Company's acceptance of any payments due from Developer after any breach of this Agreement Neither the Company nor Developer shall be liable for loss or damage or deemed to be in breach of this Agreement if its or his failure to perform obligations results from any of the following and is not caused or exacerbated by the non-performing party (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof, (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof, (3) acts of God, (4) fires, strikes, embargoes, war or riot, or (5) any other similar event or cause Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part, as may be reasonable, provided that as soon as performance is possible the non-performing party shall immediately resume performance

C **INJUNCTIVE RELIEF** Nothing contained herein shall bar the Company's right to obtain injunctive relief against threatened conduct that will cause it irreparable loss or damages, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions Developer agrees that the Company may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Developer in the event of the entry of such injunction shall be the dissolution of such injunction, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby) Any such action shall be brought as provided in Section 15G below

D **RIGHTS OF PARTIES ARE CUMULATIVE** The Company's and Developer's rights hereunder are cumulative and their exercise or enforcement of any right or remedy hereunder shall not preclude their exercise or enforcement of any other right or remedy hereunder which they are entitled by law to enforce

E **COSTS AND ATTORNEYS' FEES** If a claim for amounts owed by Developer to the Company is asserted in any judicial or arbitration proceeding or appeal thereof, or if the Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding or appeal thereof, the party prevailing in such proceeding shall be reimbursed by the other party for its costs and expenses, including but not limited to, reasonable accounting, paralegal, expert witness, attorneys' and arbitrators' fees, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce the obligations of this Agreement

F GOVERNING LAW This Agreement takes effect upon its acceptance and execution by Company, and shall be interpreted and construed exclusively under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Florida choice-of-law rules), provided, however, that if the covenants in Sections 8 and 13 of this Agreement would not be enforceable under the laws of Florida, and the Restaurant is located outside of Florida, then such covenants shall be interpreted and construed under the laws of the state in which the Restaurant is located Nothing in this Section 15F is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Florida to which this Agreement would not otherwise be subject

G VENUE Subject to Section 15L below, the parties agree that any action brought by Developer against Company in any court, whether federal or state, shall be brought within such state and in the judicial district in which Company has its principal place of business at the time the action is commenced Any action brought by Company against Developer in any court, whether federal or state, may be brought within the state and judicial district in which Company has its principal place of business at the time the action is commenced The parties agree that this Section 15G shall not be construed as preventing either party from removing an action from state to federal court, provided, however, that venue shall be as set forth above Developer and Company hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action

H **WAIVER OF JURY TRIAL Company and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding**

I **BINDING EFFECT** This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest and shall not be modified except by written agreement signed by both Developer and the Company

J **LIMITATIONS OF CLAIMS** ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG THE PARTIES HERETO SHALL BE BARRED UNLESS AN ACTION OR LEGAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN EIGHTEEN (18) MONTHS FROM THE DATE DEVELOPER OR THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO SUCH CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW OR STATUTE PROVIDES FOR A SHORTER PERIOD OF TIME TO BRING A CLAIM THE PARTIES AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT A PROCEEDING BETWEEN THE COMPANY AND DEVELOPER MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN THE COMPANY AND ANY OTHER PERSON OR ENTITY, NOR MAY ANY CLAIMS OF ANOTHER PARTY OR PARTIES BE JOINED WITH ANY CLAIMS ASSERTED IN ANY ACTION OR PROCEEDING BETWEEN THE COMPANY AND DEVELOPER

K WAIVER OF PUNITIVE DAMAGES THE PARTIES AND THEIR OWNERS AND GUARANTORS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM SHALL BE LIMITED TO A RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS

L MEDIATION Before any party may bring an action in court against the other, the parties must first meet to mediate the dispute (except as otherwise provided below) Notwithstanding anything to the contrary, this Section shall not bar either party from obtaining injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation

(a) Non-binding Mediation Developer will attempt to resolve any dispute between Developer and the Company that arises out of this Agreement through mediation, except for any dispute relating to Section 10 herein The mediation procedure to be followed by the parties shall be set forth in the Company's then current procedures for resolving disputes (the "Procedures") which shall be made available to Developer upon written request to the Company All non-binding mediation shall occur at a place to be determined in Palm Beach County, Florida, or in the county and state in which Company has its principal place of business All parties shall pay their respective costs and expenses of mediation

(b) Developer shall not institute any legal, administrative or arbitration proceedings for claims arising out of a dispute pursuant to this Agreement without first attempting to resolve the dispute through negotiation and non-binding mediation If the dispute has not been resolved through negotiation or mediation pursuant to the Procedures, either party may institute proceedings as set forth herein in the county and state in which Company has its principal place of business

M MEANING OF TERMS The preambles and exhibits are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Company and Developer relating to the subject matter of this Agreement Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto or not otherwise mentioned herein Except where this Agreement expressly obligates the Company reasonably to approve or not unreasonably to withhold its approval of any action or request by Developer, the Company has the absolute right to refuse any request by Developer or to withhold its approval of any action by Developer The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs The term "affiliate," as used herein in connection with the Developer, is applicable to any company directly or indirectly owned or controlled by, under common control with or owning or controlling the Developer that transacts business with Company The term "Developer" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine If two or more persons are at any time Developer hereunder, whether or not as partners or joint venturers, their obligations and liabilities to the Company shall be joint and several References to "Developer" or "assignee" if applicable to an individual or individuals, or "owners" if Developer or assignee is a corporation or partnership, shall mean the principal owners of Developer or assignee, unless the term or provision is made expressly applicable to all shareholders or partners "Principal" means any person owning of record or beneficially ten percent (10%) or more of the equity or voting power of or assignee References to a controlling interest in Developer shall mean fifty percent (50%) or more of the equity or voting control of Developer This Agreement shall be executed in multiple copies, each of which shall be deemed an original Time is of the essence in this Agreement

16 NOTICES AND PAYMENTS All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed delivered at the time delivered by hand, one (1) business day after transmission by telegraph or other electronic system, one (1) business day after being placed in the hands of a recognized commercial courier service for overnight delivery (e g , FedEx, UPS), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified in writing All payments and reports required by this Agreement shall be sent to the Company at the address to which Developer is notified from time to time, or to such other persons and places as the Company may direct from time to time

17 ACKNOWLEDGMENTS

A Developer acknowledges that it has conducted an independent investigation of the business contemplated hereunder, recognizes that the restaurant business contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability and efforts of Developer and if a corporation, partnership, or limited liability company, its owners as independent businesspersons The Company expressly disclaims the making of, and Developer acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement

B Developer acknowledges that it received a complete copy of this Agreement and the Exhibits hereto, with all of the blank lines herein filled in, at least seven (7) business days prior to the date on which this Agreement was executed Developer further acknowledges that it received the franchise disclosure document required by the Federal Trade Commission Franchise Rule, 16 C F R Part 436, at least fourteen (14) days prior to the date on which this Agreement was executed

C Developer acknowledges that it has read and understood this Agreement, the Exhibits hereto, and agreements relating thereto, if any, and that the Company has accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement

D Each party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from (a) negotiating and entering into this Agreement, (b) exercising its rights under this Agreement, and/or (c) fulfilling its responsibilities under this Agreement

E Developer acknowledges that it shall have sole and complete responsibility for the choice of the Development Area and the locations for Restaurants within the Development Area, that the Company has not given any representation, promise, or guarantee of Developer's success in the Development Area and at the Accepted Locations, and that Developer shall be solely responsible for its own success in the Development Area and at the Accepted Locations

F Developer and its owners represent and warrant to the Company that (a) neither Developer nor any of its owners have made any untrue statement of any material fact nor omitted to state any material fact in obtaining the rights granted herein, (b) neither Developer nor any of its owners have any direct or indirect legal or beneficial interest in any business that may be deemed a competitive business, except as otherwise completely and accurately disclosed in its application materials, and (c) neither Developer nor its owners have been designated as suspected terrorists under U S Executive Order 13244 Developer recognizes that the Company approved Developer in reliance on all of the statements Developer and its owners have made in connection therewith, and that Developer has a continuing obligation to advise Company of any material changes in these statements and representations made to Company in this Agreement or in the application materials

G Although Company retains the right to establish and periodically modify System standards, which Developer has agreed to maintain in the operation of the business contemplated hereunder, Developer retains the right and sole responsibility for the day-to-day management, operation, implementation and maintenance of system standards in the business contemplated hereunder

H Developer acknowledges that Company may modify the offer of its franchises, franchise agreements and development agreements to other parties in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement

I Developer acknowledges that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon Developer's ability as an independent businessperson, his/her active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors The Company does not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby, and Developer acknowledges that it has not received nor relied upon, any such representation or warranty

J Developer acknowledges that it understands and accepts the provisions of this Agreement as being reasonably necessary to maintain the Company's high standards of quality and service and the uniformity of those standards at Restaurants in order to protect and preserve the goodwill of the System and the Marks Developer acknowledges that the restaurant business is a highly competitive industry, with constantly changing market conditions

18 ENTIRE AGREEMENT AND AMENDMENT

Thıs Agreement and the exhıbıts referred to hereın constıtute the entıre, full, and complete Agreement between the Company and Developer concernıng the subȷect matter hereof, and supersede all prıor agreements No other representatıons have ınduced Developer to execute thıs Agreement, provıded however, that nothıng ın thıs Agreement ıs ıntended to dısclaım the representatıons made ın the franchıse dısclosure document No amendment, change, or varıance from thıs Agreement shall be bındıng on eıther party unless mutually agreed to by the partıes and executed by theır authorızed officers or agents ın wrıtıng

[Sıgnature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement on the date first above written

COMPANY

HURRICANE AMT, LLC, a Florida limited liability company

By ______________________________
Title ____________________________

DEVELOPER

____

____

EXHIBIT A
TO HURRICANE AMT, LLC
DEVELOPMENT AGREEMENT

The Development Area referred to in Section 3A of this Agreement shall be

Political boundaries described above shall be considered fixed as of the date of this Agreement and shall not change for the purpose hereof notwithstanding a political reorganization or change to such boundaries or regions All street boundaries shall be deemed to end at the street center line unless otherwise specified above

COMPANY

HURRICANE AMT, LLC, a Florida limited liability company

By ____________________________
Title __________________________
Date __________________________

DEVELOPER

____

____

EXHIBIT B
TO HURRICANE AMT, LLC
DEVELOPMENT AGREEMENT

QUOTAS

Developer shall have open for business to the general public and operating the indicated number of Restaurants within the Development Area by the dates indicated below

Date by which Restaurant Must Be Open and Operating	Restaurants to be opened annually	Aggregate Number of Restaurants Open

Minimum Number of Restaurants __________

COMPANY

HURRICANE AMT, LLC, a Florida limited liability

By ______________________________
Title ____________________________

Date ____________________________

DEVELOPER

____

____

EXHIBIT C
TO HURRICANE AMT, LLC
DEVELOPMENT AGREEMENT

CURRENT FORM OF FRANCHISE AGREEMENT

EXHIBIT D
TO HURRICANE AMT, LLC
DEVELOPMENT AGREEMENT

OWNER'S GUARANTY AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS

As an inducement to HURRICANE AMT, LLC, a Florida limited liability company ("Company") to execute Area Development Agreement between Company and ________________________ ("**Developer**") dated ______________________, 20__ (the "**Agreement**"), the undersigned, jointly and severally, hereby unconditionally guarantee to Company and Company's successors and assigns that all of Developer's monetary and other obligations under the Agreement will be punctually paid and performed

Upon demand by the Company, the undersigned each hereby jointly and severally agree to immediately make each payment required of Developer under the Agreement and waive any right to require the Company to (a) proceed against Developer for any payment required under the Agreement, (b) proceed against or exhaust any security from Developer, (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer, or (d) give notice of demand for payment by Developer Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust, or compromise any claims against Developer, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Company, Company's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein

The undersigned each hereby jointly and severally acknowledge the provisions of Section 17 of the Agreement, and expressly agree to be individually bound by all of the covenants contained in Sections 8, 9, 12, 13 of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Hurricane Grill & Wings" or "Hurricane Burgers Tacos Wings" marks or system licensed to Developer under the Agreement

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect

If the Company is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, the Company shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding If the Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse the Company for any of the above-listed costs and expenses the Company incurs

Subject to the provisions below, each of the undersigned agrees that all actions arising under this Guarantee or the Agreement, or otherwise as a result of the relationship between Company and the undersigned, must be commenced in the state or federal court of general jurisdiction in Florida, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts Nonetheless, each of the undersigned agrees that the Company may enforce this Guarantee and any orders and awards in the courts of the state or states in which he or she is domiciled

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be governed, interpreted, and construed in accordance with Section 15 of the Agreement This Guarantee shall be interpreted and construed under the laws of the State of Florida In the event of any conflict of law, the laws of the State of Florida shall prevail (without regard to, and without giving effect to, the application of Florida conflict of law rules)

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement

Guarantor(s)

Percentage of
Ownership in Developer

Signed ______________________________(Seal) ______________________
(In his/her individual capacity)

Printed Name ________________________
Address ____________________________
____

Signed ______________________________(Seal)
(In his/her individual capacity)

Printed Name ________________________
Address ____________________________
____

Signed ______________________________(Seal)
(In his/her individual capacity)

Printed Name ________________________
Address ____________________________
____

EXHIBIT E
LIST OF PRINCIPALS

Name of Principal	Address	Interest %

EXHIBIT F – LOAN DOCUMENTS

MASTER PROMISSORY NOTE and SECURITY AGREEMENT (this "Agreement" or the "Agreement")	App # ______________ Loan # ______________ * Date ______________

BORROWER	LENDER/SECURED PARTY FranFund Inc 505 Main Street Suite 200 Fort Worth TX 76102

*Lender/Secured Party is hereby authorized by Borrower to insert the applicable Loan number

1) For your convenience, this Master Promissory Note and Security Agreement represents the outcome of our effort to write this contract in 'Plain English " The words **you** and '**your**' refer to the Borrower its permitted successors and assigns The words **we**' '**us** and **our**' refer to the Lender/Secured Party its successors and assigns We agree to make a loan to you as described in one or more loan schedules (each a Loan Schedule') referencing this Agreement Each Loan Schedule shall expressly incorporate the terms of this Agreement and shall constitute a separate loan along with any other writing expressly incorporated into this Agreement or the applicable Loan Schedule In the event of any conflict between the language of this Agreement and any Loan Schedule, the language of the Loan Schedule shall prevail This Agreement is not a legal commitment to lend money and we shall have no obligation to enter into any Loan Schedule This Agreement shall constitute a binding agreement between you and us when we execute the Agreement

2) As Borrower you unconditionally promise to pay to our order or the order of our successors or assigns the principal sum specified in a Loan Schedule plus interest computed on the basis of a 360 day year in the amounts and at the times set forth in each Loan Schedule commencing on the date the Loan Schedule is accepted and signed by us and continuing as set forth therein without need of an invoice **Your obligations hereunder, including without limitation, your obligations to pay all amounts due hereunder, are absolute, unconditional, non-cancelable, and not subject to cancellation, termination, modification, repudiation, abatement, reduction, diminution, defense, counterclaim, recoupment or set-off for any reason whatsoever** Each installment payment received by us pursuant to a Loan Schedule shall first be applied to the payment of interest on the respective principal sum or so much thereof as shall from time to time remain unpaid, and then applied at our discretion

3) For valuable consideration and to secure the prompt payment and performance in full of all of your past present and future obligations to us hereunder you hereby grant to us and so pledge and assign to us a purchase money security interest in the equipment and assets detailed on any Loan Schedule and purchased with the respective loan proceeds made in connection with this Agreement and a first priority security interest in the following properties assets and rights wherever located whether now owned or existing or hereafter acquired or arising and howsoever your interest therein may arise or appear (whether by ownership lease security interest claim or otherwise) (collectively the **Collateral** ') (A) the Collateral set forth in a Loan Schedule (B) all of your inventory machinery equipment, fixtures leases finished goods and supplies contract rights claims causes of action, accounts receivable and any and all tangible and intangible assets and other personal property owned by you whether or not purchased with the proceeds of any loan and (C) any and all proceeds of any of the foregoing including insurance proceeds or other proceeds from the sale destruction loss or other disposition of any of the foregoing, and sums due from a third party who has damaged or destroyed any of the foregoing or from that party s insurer whether due to judgment settlement or other process To the extent that a Loan Schedule requires you to give us cash collateral before a Loan Schedule is funded such cash collateral (i) shall be non interest bearing (ii) will be commingled with our general funds, and (iii) shall be deemed to be part of the Collateral in which we have a first priority security interest We may but we shall not be obligated to apply any cash collateral to cure any default by you in which event you shall promptly restore any amount so applied Within 15 days after a Loan Schedule is fully satisfied and provided you are current in all of your payment obligations to us pursuant to this Agreement and any other Loan Schedules the then remaining cash collateral balance for the Loan Schedule that has been fully satisfied will be returned to you by us The cash collateral does not entitle you or any person or entity that has guaranteed your obligations hereunder (individually a Guarantor and collectively the Guarantors') to any claim of set off with respect to and cannot be applied by you or any Guarantor to any payments required by any Loan Schedule and/or this Agreement

4) If any payment or other amount due under a Loan Schedule or this Agreement is not made within 10 days from its due date you will incur a late charge of 5% of each payment so overdue to defray the expenses incident to our processing such late payment You may prepay any payments required by a Loan Schedule after two years, but (A) there will be no prepayment allowed for the first twenty four (24) months of the Loan (B) After 24 payments have been made and prior to the prepayment all outstanding payments and other sums due and payable pursuant to all Loan Schedules as of the date of any such prepayment must be paid to us and (C) such prepayments made by you must include a prepayment penalty added to the remaining balance on the loan as follows If prepayment is made in Months 25 36 the prepayment penalty is 4% If prepayment is made in Months 37-48 the prepayment penalty is 3% If prepayment is made in Months 49 60 the prepayment penalty is 2%, If prepayment is made in Months 61-72 the prepayment penalty is 1% If prepayment is made in Months 73 84 the prepayment penalty is 1% In the event that any payment tendered by you or on your behalf or an authorized automatic payment on your behalf is not duly honored by the institution on which it is drawn for ANY reason, notwithstanding anything else in this Agreement or any Loan Schedule to the contrary we shall be permitted to charge a fee of $50 per dishonor but not in excess of any amount permitted by the law of the jurisdiction of the State detailed in your address on page 1 of this Agreement If on two occasions within any 12 month period your payments to us are not honored when presented in due course to the bank on which they are drawn we shall be permitted to (i) require that your required payments to us be made by certified check postal money order or teller s check and/or (ii) increase the annual interest rate then being charged by 0 5% and/or (iii) refuse to honor any contractual provisions herein or in any Loan Schedule that would at some point in the future, reduce the annual interest rate In addition to the 0 5% detailed in subparagraph (4)(B)(ii) above if you withdraw your authorization for us to automatically debit your account pursuant to the Electronic Funds Transfer Act we shall be permitted to increase the annual interest rate then being charged by 0 5%

_________ (Guarantor s Initials)

5) You represent warrant, covenant and agree that (A) if you are a corporation, limited liability corporation or limited liability company you have been duly organized and are in good standing under the laws of the state of your organization and you are duly qualified to do business in every jurisdiction where you conduct or will conduct your business (B) you are and will continuously be the owner of the Collateral, free of all security interests liens and encumbrances other than the security interest in favor of us and any existing liens consented to by us in writing (C) you shall (i) keep all tangible Collateral in good condition and repair and, where applicable in accordance with the respective manufacturer's specification (ii) not permit any Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law, (iii) permit us access to the Collateral at all reasonable times, (iv) be liable for any expenditures we make to maintain and preserve the Collateral including without limitation, taxes levies insurance, repairs, attorney s and accountant's fees and expenses, and for the collection repossession holding preparation and sale or other disposition of the Collateral, and (v) not, without our prior written consent move any Collateral from its location as is detailed on the respective Loan Schedule (the Loan Schedule Premises) (D) the information you provided for the underwriting of this loan was full true and correct in all respects (E) the proceeds of any Loan Schedule shall not be used to purchase real estate or an interest therein, (F) **the proceeds of the loan shall be used solely for business or commercial purposes and <u>not</u> for personal, family, household or agricultural purposes,** (G) your execution, delivery and performance of this Agreement and any related documents, and the grant of the security interest in the Collateral to us are not in contravention of law or the terms of your organizational and governing documents, or any contract or agreement to which you are a party and this Agreement constitutes your legal authorized valid, and binding obligation enforceable in accordance with its terms, (H) other than as previously disclosed to us in writing there are no actions, proceedings or investigations pending or threatened against you or any Guarantor that would if adversely determined, (i) materially impair your right to carry on your business in a commercially reasonable manner and/or (ii) materially adversely affect your financial condition or the financial condition of any Guarantor (I) other than as previously disclosed to us in writing there are no judgments federal or state tax liens or other liens security interests or encumbrances against you, your assets or any Guarantor, (J) you have and/or will comply with all laws ordinances regulations, federal state and local applicable to your business (K) you and your Guarantors have filed or caused to be filed all Federal State and local tax returns and have paid or caused to be paid all taxes as shown on such returns as and if audited (L) all of your representations and warranties are true at the time you execute this Agreement and shall survive the execution delivery and acceptance hereof (M) upon the occurrence or your later discovery of any damage to or loss of any Collateral and/or loss or damage to the Loan Schedule Premises (whether by accident fire theft vandalism or otherwise) you shall immediately notify us thereof by telephone provide written notice thereof to us within 24 hours and promptly submit any required notifications and reports to the appropriate law enforcement agencies, with copies thereof provided to us (other than for our actual receipt of insurance proceeds, your liability to us for the full and timely repayment of the respective Loan Schedule and this Agreement shall not be reduced or diminished by your compliance with the terms of this subsection of the Agreement, (N) regardless of whether you consider any suit claim or administrative proceeding against you to be covered by insurance you will send written notification to us attention President by certified mail within 5 days upon learning of the institution of any suit claim or administrative proceeding against you that would if you were unsuccessful in defending such suit claim or administrative proceeding materially impair your right to carry on your business in a commercially reasonable manner and/or materially adversely affect your financial condition (O) to facilitate payments under this Agreement and any Loan Schedule you will provide us with an Automated Clearing House (' ACH') Form signed by you permitting the automated checking accounting charge by us (P) you will promptly pay and discharge or cause to be paid and discharged, when due any and all taxes (including without limitation, all sales and personal property taxes), assessments and governmental and other charges levies or claims levied or imposed which are or which if unpaid might become a lien or charge upon the Collateral or otherwise provided however that nothing contained herein shall be construed as prohibiting you or any Guarantor from contesting in good faith the validity or amount of any such taxes or assessments (Q) you will timely defend any claim by a third party relating to the possession of or interest in the Collateral, (R) we shall be allowed without incurring any obligation to make any or all payments to creditors (including but not limited to the Landlord of any Loan Schedule Premises any taxing authorities any state local or municipal agencies) as shall be necessary to preserve our rights and security interest(s) in the Collateral and any monies we expended in so doing shall be due and payable within 10 days of our written demand therefore (S) you will hold and save us free and harmless (i) from any causes of action claims, damages and liabilities due to the actions or inactions of you, your officers, directors and employees, and you shall pay for us for all of our reasonable attorney fees in defending against any such claim and, (ii) against all loss liability damage and expense, including but not limited to reasonable attorney s fees, suffered or incurred by Lender due to Maker s and/or any Guarantor's default under this Agreement (T) except with our prior written consent which shall not be unreasonably withheld (i) you will not (a) make any material change in your organization or your management or the manner in which your business is conducted, (b) become party to any merger or consolidation with any company or entity of any kind whatsoever or sell substantially all of your assets, liquidate or dispose of your business and/or (c) create or permit to be created or incurred any subordinate mortgages security interests liens or encumbrances against the Collateral and (ii) if you are a Corporation or Limited Liability Company, you will not issue any equity interest (including but not limited to capital stock issued pursuant to stock splits or dividends) warrants, rights and options for consideration or otherwise and, (U) upon our request you agree to provide us with your (i) most recent federal and state income tax returns (ii) annual financial information that is dated within 120 days of the end of your most recent fiscal year that includes but not limited to, a balance sheet profit and loss statements, (iii) quarterly sales figures within 30 days of the end of your most recent fiscal quarter and (iv) any other requested documents as may be necessary to evaluate our ongoing risk position For the same purpose you hereby authorize your franchisor if applicable and at our request to supply sales data royalty payment data and other such information about your business as may from time to time be such franchisor s possession

6) You shall at your sole cost and expense, obtain insurance policies from an insurance company with a minimum A M Best s rating of B+ that is licensed to do business in all states where any Collateral is located and keep the Collateral insured against loss damage and destruction providing ' special form insurance coverage, including theft in an amount equal to its replacement cost with such companies, and in such form amounts and coverages as are acceptable to us Each Policy shall name us and our assignees as mortgagee and lender s loss payee as our interests may appear and include an endorsement to the effect that the carrier will give us at least thirty (30) days prior written notice of the effective date of any alteration or cancellation of any such policy and that as to our interest or coverage of that of any assignee such insurance policy shall not be suspended forfeited or in any manner prejudiced by any default misrepresentation or other breach of warranty, condition or covenant by you or us

__________ (Guarantor s Initials)

7) If you at any time fail to perform or observe any term or condition of the Agreement we may (in your name and on your behalf or, at our option, in our own name) but are not obligated to, perform and take any action, which we may deem necessary or desirable to cure or correct such failure and any monies we expended in so doing shall be due and payable within 10 days of our written demand therefore To the extent permitted by applicable law you irrevocably authorize and appoint us (and our designee) as your attorney in fact to execute endorse or otherwise sign and/or file any instrument document statement communication or record desirable to protect or preserve our interest herein in the Collateral or in any insurance or other proceeds of the Collateral or to correct any errors or omissions herein or in any related document This power, being coupled with an interest, shall be irrevocable for the term of this Agreement If the loans contemplated hereby relate to you being a franchisee you further authorize us to share any information regarding this Agreement or any Loan Schedule including payment history with your franchisor and/or your landlord and you authorize your franchisor and/or your landlord to disclose information about your franchise, franchise agreement, financial performance or property lease with us

8) **You have no right to sell, transfer, assign, lease, pledge, encumber, abandon or transfer possession (each, a "Transfer"), voluntarily or involuntarily, of any of the Collateral or any of your rights, title or interest in this Agreement and any such attempted Transfer shall be null and void** We may, without any notice to you or your consent Transfer any of our rights under this Agreement any Loan Schedule or any Collateral and upon notice you shall render all performance hereunder to such transferee We intend to Transfer our rights to this Agreement any Loan Schedules referencing this Agreement and any Collateral to Eastern Funding LLC, whose notice address is 213 West 35th Street, 10th Floor New York NY 10001 You further agree that any such transferee shall have the rights and benefits assigned, but none of the obligations and will not be subject to any claims defenses or set off that you may have against us

9) Any of the following occurrences shall constitute a default hereunder (A) you fail to pay us any amount when due and such failure continues for 5 days after our written notice to you (B) your breach of any representation warranty or covenant or your failure to perform any other covenant promise or obligations under (i) this Agreement (ii) any Loan Schedule (iii) any lease or mortgage affecting the real property where any Collateral is located (iv) any franchise agreement between you and any franchisor (C) if the Collateral or a significant part of your assets is subject to levy or execution or other judicial process and the same is not removed or bonded within 15 days after any lien is placed thereon (D) your sale attempted sale or offering for sale of any Collateral without the express written permission of Lender (E) if any of the following events occur with respect to you or any Guarantor (i) death, incompetence dissolution termination of existence, change of controlling ownership and/or insolvency (i e failure to pay debts as they mature) (ii) commencement of any bankruptcy or insolvency proceedings and the same is not dismissed within 30 days (iii) appointment of a receiver or an assignment for the benefit of creditors (iv) the whole or partial suspension or liquidation of either of their usual business (v) failure to pay any tax when due

10) In the event of the occurrence of any default hereunder at our election we can (A) require you and each Guarantor to jointly and severally pay to us in immediately available funds, as liquidated damages for the loss of our bargain hereunder and not as a penalty an amount equal to (i) all outstanding payments and other sums due and payable hereunder as of the date of the default plus (ii) the present value of all future payments and other sums due hereunder discounted to present value at a rate equal to four percent (4%) per annum, plus (iii) all costs and expenses we incur in connection with any repossession, recovery storage repair sale or other disposition of or realization upon the Collateral, plus (iv) interest on all of the foregoing, until paid at an annual rate of 15 9% per annum, but not in excess of the highest rate allowable by law and/or (B) without prior demand or notice and without hereby waiving or prejudicing any other rights powers or remedies under this Agreement and without any obligation to pay rent to you or any Guarantor enter the Loan Schedule Premises or any other premises where our Collateral is located peaceably by our own means breaking locks where necessary, or with legal process, in which case you agree not to resist or interfere to (i) take possession of any Collateral without prior notice or process of law for the purpose of protection and/or removal and/or sale or otherwise realize upon such Collateral in a commercially reasonable manner and apply the proceeds to your obligations hereunder with you and each Guarantor remaining liable for any deficiency (despite the foregoing we will give you reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is to be made the requirements of reasonable notice will be met if such notice is mailed postage prepaid to your notice address no less than 10 days before the time of sale or disposition and it is agreed that a sale to a vendor is a commercially reasonable method of disposition but shall not be deemed the only commercially reasonable method of disposition and that we and/or our representative may purchase all or part of the Collateral at a public or private sale) and/or (ii) render the Collateral unusable without permanently diminishing the Collateral s value and/or (iii) designate an interim agent (the Interim Tenant) to operate the Loan Schedule Premises and pay Landlord all current rent and abide by all conditions of the Lease during the time it occupies the Loan Schedule Premises (if an Interim Tenant is so designated and during this time Lender shall diligently attempt to locate a Replacement Tenant (defined below), and/or (iv) appoint any other person or concern (the Replacement Tenant) to take over and operate the Collateral in the Loan Schedule Premises, in which case you, at our option, shall be deemed to have assigned with full recourse, the unexpired term of the Lease including any option or renewal periods to said Replacement Tenant provided the Replacement Tenant agrees in writing, to comply with terms and conditions identical to all of those in the Lease (hereinafter referred to as the 'New Lease) however no past due rentals shall be the obligations of the Replacement Tenant and you shall nevertheless remain liable to the Landlord for the prompt payment of all of the rentals and the performance of all of the provisions of both its Lease and the New Lease, and to the extent that we pay any money to Landlord (i e , rent or past due rent, assignment fee administrative charge etc) to effectuate the Replacement Tenant s occupancy of the Loan Schedule Premises you shall reimburse us, within seven days of our demand therefore for any amount so paid to the Landlord by us and, to the extent any such sums are not so reimbursed by you to us, they shall be chargeable with interest computed at 15 9% per annum and added to the then balance due hereunder For purposes of this subsection (B), this Agreement shall constitute an irrevocable power of attorney from you to us authorizing us to assign the Lease but you understand and agree that we shall not in any way be liable for the failure of the Interim Tenant or the Replacement Tenant to pay rent to Landlord and/or (C) require you to assemble the Collateral and make it available to us at any location selected by us and/or (D) utilize any remedy available under the Uniform Commercial Code and any other remedies we may have at law, in equity or otherwise and/or (E) seize all books and records pertaining to the Collateral If we pursue any of the above remedies you and each Guarantor agree to jointly and severally pay our reasonable attorneys'

_________ (Guarantor's Initials)

fees and costs, including court costs repossession storage and collection costs You and each Guarantor further agree to pay our attorneys' fees for any lawsuit action or arbitration of any nature whatsoever in connection with any controversy arising out of this agreement or our relationship with you (regardless of whether any action is commenced and if so commenced, whether incurred at trial or appeal, and whether incurred prior to or after your bankruptcy) whether instituted by you or any third party You and each Guarantor hereby waive, to the extent permitted by law demand diligence presentment, notice of dishonor protest, notice of acceleration and all other notices and rights of every kind in connection with this Agreement or any other document Except as may be prohibited by applicable law all of our rights and remedies whether evidenced by this Agreement or any other documents shall be cumulative and may be exercised singularly or concurrently Our election to pursue any remedy will not constitute a waiver of our rights to pursue other remedies and an election to make expenditures or to take action to perform any of your obligations hereunder after your failure to perform shall not affect our right to declare a Default and exercise our remedies

11) The maximum interest and fees and charges in the nature of interest or finance charges shall not exceed those permitted by applicable law (the 'Legal Limits') and any provision which would on its face require such payments in excess of the Legal Limits is hereby amended to require payments of only such amounts permitted by the Legal Limits In the event of any payment in excess of the Legal Limits such excess payment shall be automatically credited to the principal of the specific Loan Schedule as a permitted partial prepayment applied to the installments in the reverse order of their respective due dates, without any prepayment fee being due with respect thereto

12) This Agreement the following Irrevocable Personal Guaranty and any and all present or future obligations or agreements directly or indirectly related thereto shall be governed and construed in accordance with the laws of the State of New York In any litigation with Lender whether or not arising out of or relating to this Agreement (A) all parties to this Agreement and the following Irrevocable Personal Guaranty expressly waive trial by jury and agree that proper service of process can be effected by sending the required documents to the intended recipient at the recipient's last notice address as known by the sender via the United States Postal Service by both certified mail, return receipt requested and by first class mail (B) you and every Guarantor expressly waives the right to interpose any defense based on extension partial payment any statute of limitations, any claim of laches and any set off, counterclaim or cross claim of any nature or description (including but not limited to war act of God governmental regulation strike loss damage destruction, obsolescence, inability of Debtor to use the Collateral or any part thereof for any reason) other than actual payments made by you pursuant to this Agreement and any Loan Schedule (notwithstanding the aforementioned, to the extent that failure to interpose a set-off, counterclaim or cross claim in an action we bring would forever bar you and each Guarantor from pursuing such set off counterclaim or cross claim against us in a separate action such set off, counterclaim or cross claim may be interposed in any action that we bring), (C) You and every Guarantor irrevocably submits to the jurisdiction of the courts of the State of New York and of the United States having jurisdiction in any of the following counties within the State of New York New York, Queens Kings Bronx Nassau and/or Suffolk regardless of the venue and jurisdiction provisions of such other obligations and agreements and agree not to raise and waive any objection to or defense based upon the jurisdiction or venue of any such court or based upon forum non conveniens You and every Guarantor agree not to bring any action or other proceeding with respect to this Agreement and/or any Loan Schedule or with respect to any of its obligations hereunder in any court other than the aforementioned courts unless such courts of the State of New York and of the United States determine that they do not have jurisdiction in the matter Despite the foregoing litigation regarding possession of the Collateral may be brought in any applicable jurisdiction

13) We shall not by any act of delay commission failure to act or otherwise be deemed to have waived any right power privilege or remedy hereunder and no waiver whatever shall be valid unless in a writing signed by us and then only to the extent therein set forth, nor shall any single or partial exercise of any right power, privilege or remedy hereunder preclude any further exercise thereof or the exercise of any other right, power privilege or remedy Our waiver of any right or remedy under the terms of this Agreement or the following Irrevocable Personal Guaranty on any one occasion shall not be construed as a bar to any right or remedy which we would otherwise have on any future occasion No executory agreement, unless in writing and signed by us, and no course of dealing between you, and/or any Guarantor and us shall be effective to change or modify or discharge in whole or in part this Agreement unless in writing and signed by us No notice to or demand on us by you and/or any Guarantor shall entitle you or any such Guarantor to any other or further notice or demand in the same, similar other circumstances

14) (A) All parties to this Agreement and the following Irrevocable Personal Guaranty (i) expressly waive to the extent permitted by law presentment for payment notice of dishonor protest notice of protest of this Agreement or the following Irrevocable Personal Guaranty other notice of any kind and all demands whatsoever (ii) agree not to make any claim against one another for any consequential damages, and (iii) agree that all terms and provisions of this Agreement and the following Irrevocable Personal Guaranty (a) shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto their respective legal representatives permitted successors and permitted assigns and, (b) are final expressions of the agreements between you each Guarantor and us and may not be contradicted by evidence of any alleged oral agreement (iv) represent and warrant that the other party its agents, servants or employee have made no representation or statement whether oral or in writing, relating to or concerning this Agreement other than specifically set forth herein, (v) agree that this Agreement and the following Irrevocable Personal Guaranty may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, (B) Any provision of this Agreement or the Irrevocable Personal Guaranty below that may be prohibited by applicable law shall be void and deemed deleted therefrom without invalidating any other provision thereof (C) We will respond to your reasonable requests for a Loan Schedule payoff amount as of the specific date requested by you but (i) additional per diem interest will be due to us if the payoff amount is received by us after such specific date, and (ii) if the payoff amount is received by us before such specific date the incremental interest will be retained by us as an administrative fee (D) In the event that any word sentence paragraph or article of this Agreement or the following Irrevocable Personal Guaranty is found to be void or voidable the balance of the Agreement shall nevertheless be legal and binding with the same force and effect as though the void or voidable parts were deleted, (E) Time is of the essence in respect to each provision of this Agreement and the Irrevocable Personal Guaranty below (F) Words used in this Agreement and the following Irrevocable Personal Guaranty (i) as singular shall be construed to mean the plural where necessary and, (ii) as plural shall be construed to mean the singular where necessary, (G) The necessary grammatical changes required to make the provisions of this Agreement and the following Irrevocable Personal Guaranty apply to corporations entities or persons women or men shall in all

_________ (Guarantor s Initials)

cases be assumed as though fully expressed (H) You hereby authorize any of his/her/its employees to act on your behalf to accept any Collateral and acknowledge receipt of same and you agrees that such acceptance shall be conclusive proof as between you and us that (i) any defects in the Collateral shall not reduce or diminish your obligations under this Agreement and/or any Loan Schedule (ii) we have fully and satisfactorily performed all covenants and conditions to be performed by us under the Agreement and any Loan Schedule (I) You hereby authorize us to pay the seller of the Collateral, (J) By signing this Agreement and/or the Irrevocable Personal Guaranty below, the undersigned who are either your principals or a Guarantor of your obligations hereby provide written instruction to us or our assignee authorizing review of its/his/her personal credit profile from a national credit bureau Such authorization shall extend to obtaining a credit profile in connection herewith and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account (K) To the extent that any communications and notices are required by this Agreement any Loan Schedule or the following Irrevocable Personal Guaranty, if such communications and notices are in writing they shall be deemed to have been duly given if sent by United States mail, postage prepaid, to the parties at the address first above written or below or at such other places or places as the party addressed may have designated by written notice to the other and (N) Notwithstanding the aforementioned this Agreement and the following Irrevocable Personal Guaranty may be executed (i) in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and (ii) by each party and forwarded to the intended recipient by email and/or facsimile transmission and each such electronic copy shall be deemed to be an original and will be considered an electronic transaction under any and all electronic acts including the Uniform Electronic Transfer Act and/or the Electronic Signatures in Global and National Commerce Act

15) The Collateral and/or the suppliers and/or manufacturers thereof have been selected by you based on your own judgment You had requested that we either order the Collateral and/or arrange for its delivery to you and/or pay for it upon your receipt thereof You acknowledge that we did not and do not manufacture deliver or install the Collateral nor do we represent the manufacturer or supplier thereof WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING THE MERCHANTABILITY AND PERFORMANCE OF THE COLLATERAL OR OF THE COLLATERAL'S FITNESS FOR A PARTICULAR PURPOSE OR ITS COMPLIANCE WITH APPLICABLE LAW AS BETWEEN YOU AND US THE COLLATERAL IS BEING ACQUIRED BY YOU ON AN AS IS BASIS You may have rights against the supplier(s) and/or manufacturer(s) of the Collateral and as such you should contact each supplier and manufacturer for a description of any such rights

Borrower ______________________________ **Lender/Secured Party FranFund, Inc**

By ______________________________ **By** ______________________________

Print Name & Title ______________________________ **Print Name & Title** ______________________________

Date ______________ **Date** ______________

IRREVOCABLE PERSONAL GUARANTY Unless otherwise defined words used herein shall have the same meaning as in the above Master Promissory Note and Security Agreement (the 'Agreement) including but not limited to the words '**we**' **us** and '**our**' referring to **FranFund, Inc ("Lender/Secured Party")** and its successors and assigns In consideration of our making one or more loans to ______________________________ **("Borrower")** the undersigned individuals hereby (A) irrevocably absolutely and unconditionally jointly and severally guarantee to you regardless of the genuineness validity regularity or enforceability of any such loans the full and punctual payment and performance by **Borrower** of all of its/his/her existing and future liabilities and obligations to us when due by acceleration or otherwise, whether arising by virtue of the Agreement any Loan Schedule or otherwise (B) consent without notice to the undersigned, to any and all extensions of time or terms of payment or modification of any of the obligations to us (C) agree that upon any default by **Borrower** in the performance of any of its/his/her obligations to us we can proceed against one some or all of the undersigned without first having to proceed against **Borrower**, and, (D) waive acceptance or notice of acceptance of this Irrevocable Personal Guaranty **The signatures of the undersigned are intended as an acknowledgment that they have read, understand and agree with all of the terms and conditions of this Irrevocable Personal Guaranty and the Agreement and that several provisions of the Agreement specifically apply to this Irrevocable Personal Guaranty** The provisions hereof may not be changed orally but only by a writing signed by us The undersigned individuals represent and warrant to us that (i) unless otherwise previously disclosed to us in writing, no one other than the undersigned individuals have any equity interest in **Borrower**, and (ii) the actual percentage of each of the undersigned individuals' equity interest in **Borrower** is detailed next to each of their respective signatures

Guarantor s Signature	Guarantor s Name	Guarantor's Notice Address	Ownership % of Borrower
X ______________			
X ______________			

________ (Guarantor s Initials)

LOAN SCHEDULE _____ for the Master Promissory Note and Security Agreement (the "Loan") dated ____/____/____*, bearing Application #__________ wherein the Borrower is ________________________ and the Lender/Secured Party is FranFund, Inc

Other than is detailed below, the $_____________ Loan proceeds are being paid to Borrower Borrower hereby represents and warrants to Lender that all of the following equipment (the 'Equipment") (a) is located in Borrower's business at ____________________, and (b) after payment of any Loan proceeds to any third parties, as are detailed below, will be owned by Borrower free and clear of all liens and encumbrances other than those of Lender

Qty	Description		Qty	Description
Plus all accessions additions and replacements thereto and all direct or indirect proceeds therefrom				

Capitalized terms used herein shall have the same meaning as is detailed in the Loan Borrower authorizes and directs Lender/Secured Party or its assignee to disburse the Loan proceeds to the payees designated below (to the extent that disbursements to the payees designated below are less than $______________, that balance shall be disbursed to Borrower) Disbursement by Lender/Secured Party in accordance with the foregoing instructions shall be and constitute payment and delivery to, and receipt by Borrower, of any and all of such proceeds of the principal loan amount

Amount to Disburse	Payees	Amount to Disburse	Payees
$		$	
$		$	

Borrower hereby agrees to make a total of **84** consecutive monthly payments, the first of which is due on the date hereof with all remaining monthly payments being due on the same day of the month as is this first payment, but if (i) today is the 31st day of the month, all remaining monthly payments shall be due on the last day of each consecutive month, (ii) today is the 29th or 30th day of a month, the February payments would be due on February 29th during leap years and on February 28th during all years other than leap years, and/or, (iii) a payment day falls on a Bank holiday or weekend, Borrower's next payment will be due on the following business day On the due date of the last payment required by this Loan Schedule, ____________ (the maturity date)*, any unpaid balance of principal and interest shall be due and payable For monthly installments 1 through __, each monthly payment shall be $_____________ On the due date of installment payment number ___ (__________), the annual interest rate will adjust to Prime plus ______%, fixed at this interest rate for all remaining consecutive monthly installments effective with monthly installment number ___ (__________), but under no circumstances will the annual interest rate ever be less than _____% The term "Prime" as used herein refers to the Prime Rate published by the Wall Street Journal, but if the Wall Street Journal is not then being published, other major newspapers including electronic versions of newspapers If Prime remains at the same rate that it is on the date hereof, all remaining consecutive monthly installments, starting with the ____ monthly installment, shall each be $_____________ Each installment payment shall be applied first to the payment of interest on said principal sum, or so much thereof as shall from time to time remain unpaid, and then applied at Holder's discretion

Amounts due with this Loan Schedule	First Payment	$	
	Cash Collateral	$	
	Document & UCC Fee	$	
	TOTAL	**$**	

Electronic copies of this executed document will have the same force and effect as original executed copies, but Borrower and Lender/Secured Party agree that the version of this document with Lender/Secured Party's original signature shall constitute the original authoritative version

Borrower ______________________________

By ______________________________
Print Name & Title ______________________
Date ____________

Lender/Secured Party FranFund, Inc

By ______________________________
Print Name & Title ______________________
Date ____________

* Lender/Secured Party is hereby authorized by Borrower/Debtor to insert the applicable dates

EXHIBIT H - LIST OF FRANCHISEES

LIST OF FRANCHISED HURRICANE GRILL & WINGS RESTAURANTS AS OF DECEMBER 31, 2016

Franchisee Name	Franchised Location	Telephone Number
Alabama		
HGW of Mobile, LLC/Bill Luebbert	721 Airport Blvd E 180, Mobile, AL 36608	251-639 6832
*HGW of Orange Beach, LLC/Bill Luebbert	25755 Perdido Beach Blvd Orange Beach, AL 36561	251-981 3041
Arizona		
*Franchise Partners, LLC/ Gary Arnold	11340 West Bell Road, Ste 103A Surprise, AZ 85374	(623) 583-7300
Colorado		
*The Fortus Group, Inc /Rodney Baker	8025 West Bowles Ave Littleton, CO 80123	260-413-4771
Florida		
*Casual Dining Ventures, Inc/Peter Guala	1500 Gateway Blvd, Ste 110 Boynton Beach, FL 33436	973-477-5682
Cape Wings Inc /Dave Witker	756 SW Pine Island Road Cape Coral, FL 33991	239-800-3141
*Central Florida Wings, LLC/Chad Maali	1203 Sunrise Plaza Drive Clermont, FL 34714	352 242-0567
Sinan & Jibran, LLC/ Abe Kassim	6240-116 Coral Ridge Drive Coral Springs, FL 33076	954-346-3535
Levy Brothers, LLC/ Chris Levy	8017 Plaza Del Lago Estero, FL 33928	239 498-1536
Camcor Restaurant Group, LLC/ Mike Dravo	1810-1 Towne Center Blvd , Fleming Island, FL 32003	904-694 7315
Wingin It With Wing Slingers, LLC/ Rob & Kristi Kluba, Allison O'Connor & Bonnie Turke	2017 Seaway Drive, Ft Pierce, FL 34949	772-467-9464
Wings Slingers, Inc/ Rob Kluba	12795 San Jose Blvd, Ste 16 Jacksonville FL 32223	904-280-8338
*Four Ks, Inc /Katherine A Walls	3055 County Road 210 Jacksonville FL 32259	904 230-6445
*Advanced Business Process Inc /Ron Rountree	5907 Roosevelt Blvd, Ste700 Jacksonville FL 32244	904-573-8838
*Premier Restaurants, LLC/William King	10920 Baymeadows Road Jacksonville, FL 32258	904-363-2503
HGW San Marco, LLC/Ken Geisse	1615 Hendricks Avenue Jacksonville, FL 32207	904 393-7933
Premier Restaurants, LLC	12547 Bartram Park Blvd Jacksonville FL 32258	904-503 3311
Jensen Beach Grill & Wings, LLC	995 NE Jensen Beach Blvd Jensen Beach, FL 34957	772-334-0001
Fireside, LLC/ Kurt Webster	2401 W State Road 434 Longwood, FL 32779	407-772-5504
Abitbol Midtown Wings, LLC/ Bowen Abitbol	3201 N Miami Avenue Miami FL 33127	(305) 576-7133
Fouad Hatem	15500 SW 88th Street Miami, FL 33196	305-383-5601
Naples Wings, LLC/ Dave Witker	6345 Naples Blvd #7 Naples, FL 34109	239-645 6777
HGW Neptune Beach, LLC/ Bill Henricks	628 6 Atlantic Blvd Neptune Beach FL 32266	904-247-3031
HGW of Niceville, LLC/Bill Luebbert	4579 Highway 20E Niceville, FL 32578	850-689-0277

Franchisee Name	Franchised Location	Telephone Number
LBV Restaurants, LLC/Chad Maali	13520 Apopka Vineland Road Orlando, FL 32821	407-938-9090
Hurricane Wings of Palm City, LLC/ Spiro Laskaris	2355 SW Martin Downs Blvd, Palm City, FL 34990	772-781-4295
Wingin It In Juno 2, LLC	7100 Fairway Drive Palm Beach Gardens, FL 33418	561-775-2522
Wingin It In Juno, LLC	4550 Donald Ross Road Palm Beach Gardens, FL 33418	561-691-4100
Hurricane Grill Pembroke Pines, Inc Hanif Merali/Majid Alladina	10281 Pines Boulevard Pembroke Pines, FL 33025	954-699-4647
Russo Family Tradition, LLC/ Terry and Bob Russo	140 SW Village Center Dr, Pt St Lucie, FL 34987	772-345-9464
Russo Family Tradition, LLC/ Terry and Bob Russo	1319 NW St Lucie Blvd, Pt St Lucie, FL 34986	772-873-4234
HW of Promenade, LLC/Jeff Arrigoni	2202 SE Veterans Memorial Pkwy Pt St Lucie FL 34952	772-335-9036
Kitterman Grill & Wings, LLC	6641 S US 1, Port St Lucie FL 34952	772-341 0813
Beachside Endeavors, LLC/ Abe Vanjaria	4255 S A1A, St Augustine Beach FL 32080	904 707-8777
Stuart Wings, LLC/ Michael J Matakaetis, Jr	1729 SE Indian Street, Stuart FL 34997	772-283-7013
Miami Hurricane Grill II, LLC/Hanif Merali	10035 Sunset Strip Sunrise, FL 33322	754-701-8705
HGW of Tallahassee LLC/Bill Luebbert	6800 Thomasville Road Tallahassee FL 32312	(850) 597-9129
IR One Hurricane Holdings, LLC/ Dan Steinberg	1555 S U S One, Ste 104 Vero Beach, FL 32963	772-562-2226
Georgia		
Red Cavalier LLC/Jeremiah Goldman	9700 Medlock Bridge Rd, 120 Johns Creek GA 30097	934-466-9096
Iowa		
Big Winds CR, Inc /Darin Beck	4444 1st Avenue NE, Suite 602 Cedar Rapids IA 52402	319-294-9464
Big Winds, Inc /Darin Beck	2027 Crossroads Waterloo IA 50702	319-239-9994
Louisiana		
Baylen Morse	3546 Ambassador Caffery Pkw, Ste D Lafayette, LA 70503	337-534-4211
Maryland		
IZZ, LLC/Rob Carlozzi	801 East Pulaski Hwy #181 Elkton MD 21921	302-598-4304
LTG, LLC/Lester Pollitt	310 Domer Avenue, Ste 1A Laurel, MD 20707	301-498 2837
New York		
267 Hurricane Group, LLC/ Robert Engel	630 Stewart Avenue Garden City NY 11530	516 542-9464
Wing Nuts of NY, LLC/ Rob Tobias	149-151 So Central Park Ave Hartsdale, NY 10530	914-397-9464
*Crit 3 Corp /Steve Critelli	694 Motor Parkway Ste 7 Hauppauge, NY 11788	631-434-9464
CLGLC Enterprises LLC/ Charles Giglia	3345 Hempstead Turnpike Levittown, NY 11756	516-520-9464

Franchisee Name	Franchised Location	Telephone Number
*Crit 3 Corp /Steve Critelli	127 East Montauk Highway Lindenhurst NY 11757	631-225-9464
Manorville Wings, Inc/Vinny Greco	496 County Road 111, Ste 2 Manorville, NY 11949	631-872-0638
Hurricane of Newburgh, LLC	829 Broadway Newburgh, NY 12550	845-562-8200
388 Patchogue Wings, LLC/Robert Engel	388 Medford Avenue Patchogue, NY 11772	631-207-9464
Selden Wings, LLC/ Vinnie Greco	1037 Route 112 Port Jefferson Station, NY 11776	631-509-1288
*Hurricane of Poughkeepsie, LLC/Angelo Balbo	9 Raymond Avenue Poughkeepsie, NY 12603	914-475-3200
267 Hurricane Group, LLC/ Robert Engel	275 Jericho Turnpike Syosset, NY 11791	516 921 9464
North Carolina		
Luihn Real Estate Investments, LLC	1389 Kildaire Farm Road Cary NC 27511	919-481-0903
Tennessee		
* AMPA Restaurants, Inc /Henry Sadiq	319 Lovell Road Knoxville TN 37922	865-966-9464
Texas		
AOSEFEA, LLC/Mike Boselah	2701 Parker Road Suite D 100 Round Rock TX 78681	512-906-0272
*JAGTO Enterprises, LLC/Jaime Torres	2611 SE Military Drive, Ste 108 San Antonio TX 78223	210-333-4329

* Also Area Developer

CURRENT FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT BUT RESTAURANT NOT OPEN
(As of December 31, 2016)

Steve and Chris Girard
P O Box 3080
Swanton, MD 21561
(301) 616-0643

Doug Kister
2629 New Banner Lane
Oak Hill, VA 20171
(703) 582-1952

Eric Robertson
920 Crescent Ridge Drive
Buford, GA 30518
(678) 982-4832

Abu Syed
2339 Arbor View Street
Chula Vista, CA 91915
abusyed@sbcglobal net

Deepak Shrestha
Flavor One, Inc
7134 Ayers Meadow Lane
Springfield, VA 22150

Michael Joseph
Tamarind Investments, LLC
2118 Royal Fern Court
Longwood, FL 32779
407-450-0961

*Austin Kinzle
Crave Management, LLC
142 N Mosley #201
Wichita, KS 67202
(316) 665-1354

Dalia Manjarres-Cohen
Hova Realty, Inc
5220 W Ainsle
Chicago, IL 60630
733-934-3929

Yogesh Dave
Strategic Developers, LLC
P O Box 2339
Wayne, NJ 07474
973-417-8600

Nicholoas C Montanaro
8750 SW 57th Road
Ocala, FL 34476
352-207-5718

Kirtikaben Patel
110 Spring Hill Farm Road
Piedmont, SC 29673
732-762-1636

Dominick Voso
346 Montabello
Bloomingdale, IL 60108
630-373-7533

*Area Developer

FRANCHISEES WHO LEFT THE SYSTEM
FROM JANUARY 1, 2016 TO DECEMBER 31, 2016
or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date

Franchisee Name	Address	Telephone Number
Franchise Partners, LLC/Gary Arnold	24575 N 11th Way Scottsdale, AZ 85262	408-776-7221
ND Hospitality, Inc/ David Nguyen	563 Rudd Court San Jose, CA 95111	408-387-9647
4 Sands, LLC	3503 Scheid Road Huron, OH 44839	419-602-2116
Big Winds, WDM, Inc / Darin Beck	6027 University Avenue Cedar Falls, IA 50613	319-239 9994
Bayridge Properties Intl, Inc / Tripp Snyder	1513 Bay Ridge Road Wayzata, MN 55391	612 309-7050
Muldowney Food Holdings, LLC/ Tyrone Muldowney	907 NW Thornbury Drive Lawton, OK 73505	580-581 1177
1960 Restaurant, LLC/Sonya Bauman	801 Greenbriar Drive Friendswood, TX 77546	832-415-6922
Corzo & Alza, LLC/Alejandro Zamanillo	Juande onate 1060 Col jardin Sn Luis Potosi SLP 78270 Mexico	210-410 7222

LIST OF AREA DIRECTORS
As of December 31, 2016

H&P Wings, LLC

Mike Patch
19591 Trails End Terrace
Jupiter, FL 33458
786-252-8659

4 Gus Development, Inc

Glenn Gustafsson
1327 Eagle Ridge Run
Bel Air, MD 21014
443-243-0143
glenn gustafsson@hurricanewings com

Cat 5 Development, LLC

Dominick Voso
346 Montabello
Bloomingdale, IL 60108
630-373-7533
dv@cat5development com

BTW Restaurant of NJ LLC
AQSR Foods NC LLC
AQSR Foods MO LLC
AQSR Foods FL LLC

Yogesh Dave
PO Box 2339
Wayne, NJ 07474
(973) 417-8600
yogesh@strategydevelopers com

EXHIBIT I
FRANCHISEE DISCLOSURE QUESTIONNAIRE

HURRICANE AMT, LLC
(*Single Unit and Development Rights*)

As you know, Hurricane AMT, LLC (the "**Franchisor**") and you are preparing to enter into a Development Agreement granting you a territory to establish Hurricane Grill & Wings or Hurricane BTW restaurants (the "**Restaurants**") or a Franchise Agreement for the establishment and operation of a "Hurricane Grill & Wings" or "Hurricane BTW" Restaurant (the "**Restaurant**") The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading Please review each of the following questions and statements carefully and provide honest and complete responses to each

1 I had my first face-to-face meeting with one of the Franchisor's representatives on ____________, 20____

2 Have you received and personally reviewed the Franchise Agreement, Development Agreement, and each Addendum and related agreement attached to them?

Yes _____ No _____

3 Do you understand all of the information contained in the Franchise Agreement, Development Agreement, and each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Development Agreement, and Addendum, and/or related agreement do you not understand? (Attach additional pages, as needed)

____

____

____

____

4 Do you understand that the Franchise Agreement and Development Agreement contain a number of provisions that may affect your legal rights, including designated locations or states for any judicial proceedings, and other waivers and limitations?

Yes _____ No _____

5 Have you received and personally reviewed the Franchisor's Franchise Disclosure Document (**"FDD"**) that was provided to you?

Yes _____ No _____

6 Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____ If yes, on what date? ______________________

7 Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

____

____

____

____

8 Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of developing, establishing and operating Restaurant(s) as franchised business (es)?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9 Do you understand that the success or failure of your franchised Restaurant business(es) will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

10 Has any employee or other person speaking for the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the actual or possible revenues, profits or operating costs of a franchised Hurricane Grill & Wings Restaurant operated by the Franchisor or any of its franchisees, that is contrary to or different from the information contained in the FDD?

Yes _____ No _____

11 Has any employee or other person speaking for the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) regarding the amount of money you may earn in operating a franchised Hurricane Grill & Wings Restaurant, that is contrary to or different from the information contained in the FDD?

Yes _____ No _____

12 Has any employee or other person speaking for the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the total amount of revenue a franchised Hurricane Grill & Wings Restaurant will or may generate, that is contrary to or different from the information contained in the FDD?

Yes _____ No _____

13 Has any employee or other person speaking for the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) regarding the costs you may incur in operating a franchised Hurricane Grill & Wings Restaurant, that is contrary to or different from the information contained in the FDD?

Yes _____ No _____

14 Has any employee or other person speaking for the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the likelihood of success that you should or might expect to achieve from operating a franchised Hurricane Grill & Wings Restaurant that is contrary to or different from the information contained in the FDD?

Yes _____ No _____

15 Has any employee or other person speaking for the Franchisor made any statement, agreement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

16 Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

17 Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

18 If you are signing a Development Agreement, do you understand that the Franchisor grants you certain limited exclusive rights in the Development Area as described in Exhibit A to the Development Agreement and that those rights are subject to the limitations and exceptions set forth in the Development Agreement?

Yes _____ No _____

19 If you are signing a Franchise Agreement, do you understand that the Franchisor grants you certain limited exclusive rights in the Territory as described in Exhibit A to the Franchise Agreement and that those rights are subject to the limitations and exceptions set forth in the Franchise Agreement?

Yes _____ No _____

20 Do you understand that the Franchisor and its affiliates and subsidiaries retain the right, directly or through others, to develop and franchise other similar franchises or different franchise systems anywhere in relation to the location of your Restaurant(s)?

Yes _____ No _____

21 Do you understand that the Franchise Agreements and/or the Development Agreement contain the entire agreement between you and the Franchisor concerning the franchise for the Restaurant or the grant of development rights, meaning that any prior oral or written statements not set out in the Franchise Agreement and/or the Development Agreement will not be binding?

Yes _____ No _____

22 If you have answered "Yes" to any of questions 10-17, please provide a full explanation of each "yes" answer in the following blank lines (Attach additional pages, as needed, and refer to them below) If you have answered "no" to each of questions 10-17, then please leave the following lines blank

____

____

____

____

23 I signed the Development Agreement and/or the Franchise Agreement along with the Addenda (if any) on ______________, 20____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor

24 During my negotiations and evaluations leading up to my decision to buy the franchise and/or development rights, I communicated with the following individuals from Hurricane AMT, LLC or its affiliates, or independent brokers (Insert additional names and addresses on a separate sheet if needed)

<u>Name</u> <u>Address</u>

1 ____

2 ____

3 ____

4 ____

25 In which state do you reside? ____________________

26 If you have formed an entity to sign any agreement with the Franchisor, where was that entity formed/organized and what is the entity's principal place of business?

____

____

____

27 In which state do you intend to operate Hurricane Grill & Wings Restaurant, or in which state will your Development Area be located?

____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS

FRANCHISE APPLICANT

____
Signed

____
Printed Name

______________________________, 20____
Date

EXHIBIT J
MULTI-STATE ADDENDA

STATE-SPECIFIC DISCLOSURE ADDENDA

FRANCHISE DISCLOSURE DOCUMENT ADDENDUM
<u>FOR THE STATE OF CALIFORNIA</u>

1 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 DISCLOSURE DOCUMENT

2 Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise

You must sign a general release if you renew or transfer your franchise California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516) Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043)

Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document 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 et seq , suspending or expelling such persons from membership in such association or exchange

3 ITEM 3 of the Disclosure Document is amended to add the following

- Neither the Franchisor, nor any person or franchise broker as listed in Item 2 of the FDD, 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 et seq , suspending or expelling such persons from membership in such association or exchange

4 ITEM 17 of the Disclosure Document is amended to add the following

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

- The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)

- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement This provision might not be enforceable under California law

- The Franchise Agreement and Development Agreement require litigation to be conducted in a court located outside of the State of California This provision might not be enforceable for any cause of action arising under California law

- The Franchise Agreement and Development Agreement require application of the laws of a state other than the State of California This provision might not be enforceable under California law

- Under Calıfornıa Cıvıl Code Sectıon 1671, certaın lıquıdated damages clauses are unenforceable

- Prospectıve franchısees are encouraged to consult legal counsel to determıne the applıcabılıty of Calıfornıa and federal laws (such as Busıness and Professıons Code Sectıon 20040 5, Code of Cıvıl Procedure Sectıon 1281, and the Federal Arbıtratıon Act) to any provısıons of the Franchıse Agreement restrıctıng venue to a forum outsıde the State of Calıfornıa

- The followıng URL address ıs for the franchısor's websıte

www hurrıcanefranchısıng com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHTAT www dbo ca gov

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Hurricane AMT, LLC for use in the State of Maryland shall be amended as follows

1 Item 5, the language under the heading "Initial Franchise Fee," and the first paragraph under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us an initial franchise fee of $35,000 For Restaurants to be located in the State of Maryland, or for Franchisees who are Maryland residents (if the Franchisee is an individual residing in Maryland or if the Franchisee is an entity with its principal place of business in Maryland), the payment of the initial franchise fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant You must pay us the entire initial franchise fee the day that the Restaurant opens for business Failure to pay this amount will be a default under the Franchise Agreement and will be grounds for termination upon written notice to you Except as described below, payment of the initial franchise fee will be non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to franchise others Except as set forth in this Item 5, the initial franchise fee is uniform

The highest and lowest initial franchise fees actually paid during our last complete fiscal year were $30,000

Additional Opening/ Operations Assistance, or Additional Training

We provide assistance around the beginning of operations in the form of one senior trainer If you need additional assistance, if you request additional assistance, or if you need additional or supplemental training, you must pay for air travel, lodging, ground transportation, meals and per diem compensation for each member of the opening team besides the senior trainer The per diem compensation for each additional trainer is $135 The travel, meals and lodging costs depend on your location

Development Fee

If you enter into a Development Agreement, you must pay us a non-refundable development fee (the "**Development Fee**") in an amount equal to $35,000 for the first Restaurant that you agree to develop, and $17,500 for each additional Restaurant to be established under the Development Schedule For Restaurants to be located in the State of Maryland, or for Franchisees who are Maryland residents (if the Franchisee is an individual residing in Maryland or if the Franchisee is an entity with its principal place of business in Maryland), the payment of the Development Fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant The Development Fee is a one-time, lump sum payment For the first Restaurant that you open under the Development Agreement, we will credit $35,000 of the Development Fee against the Franchise Fee for that Restaurant For each additional Restaurant, we will credit $17,500 of the Development Fee against the Franchise Fee for the applicable Restaurant The Development Fee is not refundable and is paid in consideration of administrative and other expenses incurred by us The Development Fee is uniformly applied to all developers

2 Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise

The Franchise Agreement permits you to sue only in the jurisdiction in which we maintain our principal place of business (which is currently, Maryland), except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, and for those claims, you may file suit in Maryland

3 Exhibit H, "Franchisee Disclosure Questionnaire," shall be amended by the addition of the following at the end of Exhibit H

The representations under this Franchisee Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

FRANCHISE DISCLOSURE DOCUMENT ADDENDUM
FOR THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION THIS SUBSECTION APPLIES ONLY IF (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS, AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C)

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000 00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS DEPT OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P O BOX 30054, LANSING, MICHIGAN 48909, 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN FRANCHISE
670 G MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913

NOTE NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS

Minnesota Disclosure

The Franchise Disclosure Document for use in the State of Minnesota shall be amended as follows

1 Item 5, the language under the heading "Initial Franchise Fee," and the first paragraph under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us an initial franchise fee of $35,000 For Restaurants to be located in the State of Minnesota, or for Franchisees who are Minnesota residents (if the Franchisee is an individual residing in Minnesota or if the Franchisee is an entity with its principal place of business in Minnesota), the payment of the initial franchise fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant You must pay us the entire initial franchise fee the day that the Restaurant opens for business Failure to pay this amount will be a default under the Franchise Agreement and will be grounds for termination upon written notice to you Except as described below, payment of the initial franchise fee will be non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to franchise others Except as set forth in this Item 5, the initial franchise fee is uniform

The highest and lowest initial franchise fees actually paid during our last complete fiscal year were $30,000

Additional Opening/ Operations Assistance, or Additional Training

We provide assistance around the beginning of operations in the form of one senior trainer If you need additional assistance, if you request additional assistance, or if you need additional or supplemental training, you must pay for air travel, lodging, ground transportation, meals and per diem compensation for each member of the opening team besides the senior trainer The per diem compensation for each additional trainer is $135 The travel, meals and lodging costs depend on your location

Development Fee

If you enter into a Development Agreement, you must pay us a non-refundable development fee (the "**Development Fee**") in an amount equal to $35,000 for the first Restaurant that you agree to develop and $17,500 for each additional Restaurant to be established under the Development Schedule For Restaurants to be located in the State of Minnesota, or for Franchisees who are Minnesota residents (if the Franchisee is an individual residing in Minnesota or if the Franchisee is an entity with its principal place of business in Minnesota), the payment of the Development Fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant The Development Fee is a one-time, lump sum payment For the first Restaurant that you open under the Development Agreement, we will credit $35,000 of the Development Fee against the Franchise Fee for that Restaurant For each additional Restaurant, we will credit $17,500 of the Development Fee against the Franchise Fee for the applicable Restaurant The Development Fee is not refundable and is paid in consideration of administrative and other expenses incurred by us The Development Fee is uniformly applied to all developers

FRANCHISE DISCLOSURE DOCUMENT ADDENDUM
FOR THE STATE OF NEW YORK

1 The Franchise Disclosure Document Cover Page is amended as follows

- **REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332 INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION**

- **THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR**

2 ITEM 3 is amended by the addition of the following language

- Neither franchisor, the franchisor's predecessor or an Affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 has any administrative, criminal or material civil action pending against that person alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations In addition, including pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

- Neither franchisor, the franchisor's predecessor or an Affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

- Neither franchisor, the franchisor's predecessor or an Affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 is subject to any injunctive or restrictive order or decree relating to the franchises, or a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or 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, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or is subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

3 ITEM 4 is amended to state that

- Neither the franchisor, nor its Affiliate, its predecessor, officers or general partner, during the 10-year period immediately before the date of the Disclosure Document, (a) filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership

4 ITEM 5 of the Disclosure Document is amended to add the following

- The Franchise Fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the Franchised Restaurant for business

5 ITEMS 6 and 11 of the Disclosure Document are amended to add the following

- The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if such procedures or products were utilized by franchisee in the manner required by franchisor

6 ITEM 17 of the Disclosure Document is amended to add the following

- No general release shall be required as a condition of termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687 4 and 687 5

- ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law

- ITEM 17(j) is amended to state However, no assignment will be made except to an assignee who, in our good faith judgment is willing and able to assume our obligations under the Franchise Agreement

- ITEM 17(w) is amended to state that New York Law governs any cause of action that arises under the New York General Business Law, Article 33, Section 680-695

7 Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact

FRANCHISE DISCLOSURE DOCUMENT ADDENDUM
FOR THE STATE OF NORTH DAKOTA

1 Item 5, the language under the heading "Initial Franchise Fee," and the first paragraph under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us an initial franchise fee of $35,000 For Restaurants to be located in the State of North Dakota, the payment of the initial franchise fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant You must pay us the entire initial franchise fee the day that the Restaurant opens for business Failure to pay this amount will be a default under the Franchise Agreement and will be grounds for termination upon written notice to you Except as described below, payment of the initial franchise fee will be non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to franchise others Except as set forth in this Item 5, the initial franchise fee is uniform

The highest and lowest initial franchise fees actually paid during our last complete fiscal year were $30,000

Additional Opening/ Operations Assistance, or Additional Training

We provide assistance around the beginning of operations in the form of one senior trainer If you need additional assistance, if you request additional assistance, or if you need additional or supplemental training, you must pay for air travel, lodging, ground transportation, meals and per diem compensation for each member of the opening team besides the senior trainer The per diem compensation for each additional trainer is $135 The travel, meals and lodging costs depend on your location

Development Fee

If you enter into a Development Agreement, you must pay us a non-refundable development fee (the "**Development Fee**") in an amount equal to $35,000 for the first Restaurant that you agree to develop, and $17,500 for each additional Restaurant that you agree to develop For Restaurants to be located in the State of North Dakota, or for Franchisees who are North Dakota residents (if the Franchisee is an individual residing in North Dakota or if the Franchisee is an entity with its principal place of business in North Dakota), the payment of the Development Fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant The Development Fee is a one-time, lump sum payment For the first Restaurant that you open under the Development Agreement, we will credit $35,000 of the Development Fee against the Franchise Fee for that Restaurant For each additional Restaurant, we will credit $17,500 of the Development Fee against the Franchise Fee for the applicable Restaurant The Development Fee is not refundable and is paid in consideration of administrative and other expenses incurred by us The Development Fee is uniformly applied to all developers

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF RHODE ISLAND

Item 17, Additional Disclosure The following statement is added to Item 17

> Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act"

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to this Additional Disclosure The Additional Disclosure shall have no force or effect if such jurisdictional requirements are not met

South Dakota Disclosure

The Franchise Disclosure Document for use in the State of South Dakota shall be amended as follows

1 Item 5, the language under the heading "Initial Franchise Fee," and the first paragraph under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us an initial franchise fee of $35,000 For Restaurants to be located in the State of South Dakota, or for Franchisees who are South Dakota residents (if the Franchisee is an individual residing in South Dakota or if the Franchisee is an entity with its principal place of business in South Dakota), the payment of the initial franchise fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant You must pay us the entire initial franchise fee the day that the Restaurant opens for business Failure to pay this amount will be a default under the Franchise Agreement and will be grounds for termination upon written notice to you Except as described below, payment of the initial franchise fee will be non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to franchise others Except as set forth in this Item 5, the initial franchise fee is uniform

The highest and lowest initial franchise fees actually paid during our last complete fiscal year were $30,000

Additional Opening/ Operations Assistance, or Additional Training

We provide assistance around the beginning of operations in the form of one senior trainer If you need additional assistance, if you request additional assistance, or if you need additional or supplemental training, you must pay for air travel, lodging, ground transportation, meals and per diem compensation for each member of the opening team besides the senior trainer The per diem compensation for each additional trainer is $135 The travel, meals and lodging costs depend on your location

Development Fee

If you enter into a Development Agreement, you must pay us a non-refundable development fee (the "**Development Fee**") in an amount equal to $35,000 for the first Restaurant that you agree to develop, and $17,500 for each additional Restaurant to be established under the Development Schedule For Restaurants to be located in the State of South Dakota, or for Franchisees who are South Dakota residents (if the Franchisee is an individual residing in South Dakota or if the Franchisee is an entity with its principal place of business in South Dakota), the payment of the Development Fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant The Development Fee is a one-time, lump sum payment For the first Restaurant that you open under the Development Agreement, we will credit $35,000 of the Development Fee against the Franchise Fee for that Restaurant For each additional Restaurant, we will credit $17,500 of the Development Fee against the Franchise Fee for the applicable Restaurant The Development Fee is not refundable and is paid in consideration of administrative and other expenses incurred by us The Development Fee is uniformly applied to all developers

Virginia Disclosure

The Franchise Disclosure Document for Hurricane AMT, LLC for use in the State of Virginia shall be amended as follows

1 Item 5, the language under the heading "Initial Franchise Fee," and the first paragraph under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us an initial franchise fee of $35,000 The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement For Restaurants to be located in the State of Virginia, or for Franchisees who are Virginia residents (if the Franchisee is an individual residing in Virginia or if the Franchisee is an entity with its principal place of business in Virginia), the payment of the initial franchise fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant You must pay us the entire initial franchise fee the day that the Restaurant opens for business Failure to pay this amount will be a default under the Franchise Agreement and will be grounds for termination upon written notice to you Except as described below, payment of the initial franchise fee will be non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to franchise others Except as set forth in this Item 5, the initial franchise fee is uniform

The initial franchise fees actually paid during our last complete fiscal year ranged from a low of $30,000 to a high of $35,000

Additional Opening/ Operations Assistance, or Additional Training

We provide assistance around the beginning of operations in the form of one senior trainer If you need additional assistance, if you request additional assistance, or if you need additional or supplemental training, you must pay for air travel, lodging, ground transportation, meals and per diem compensation for each member of the opening team besides the senior trainer The per diem compensation for each additional trainer is $135 The travel, meals and lodging costs depend on your location

Development Fee

If you enter into a Development Agreement, you must pay us a non-refundable development fee (the "**Development Fee**") in an amount equal to $35,000 for the first Restaurant that you agree to develop, and $17,500 for each additional Restaurant to be established under the Development Schedule For Restaurants to be located in the State of Virginia, or for Franchisees who are Virginia residents (if the Franchisee is an individual residing in Virginia or if the Franchisee is an entity with its principal place of business in Virginia), the payment of the Development Fee and any other initial payment will be deferred until you have established and commenced operation of a Restaurant The Development Fee is a one-time, lump sum payment For the first Restaurant that you open under the Development Agreement, we will credit $35,000 of the Development Fee against the Franchise Fee for that Restaurant For each additional Restaurant, we will credit $17,500 of the Development Fee against the Franchise Fee for the applicable Restaurant The Development Fee is not refundable and is paid in consideration of administrative and other expenses incurred by us The Development Fee is uniformly applied to all developers

STATE-SPECIFIC AGREEMENT ADDENDA

Maryland Franchise Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Hurricane AMT, LLC Franchise Agreement (the "Agreement") agree as follows

1 Section14A(7) of the Agreement, under the heading "Franchisee's Right to Acquire a Successor Franchise," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> (7) Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents, and employees, excluding only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law,

2 Section 6A of the Agreement, under the heading "Franchise Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> A <u>Franchise Fee</u> Franchisee shall pay Franchisor an initial franchise fee of Thirty Five Thousand Dollars ($35,000) (the "Initial Franchise Fee") For Restaurants to be located in the State of Maryland, or for Franchisees who are Maryland residents (if the Franchisee is an individual residing in Maryland or if the Franchisee is an entity with its principal place of business in Maryland), the payment of the Franchise Fee and any other initial payment will be deferred until you have established and commenced operation of the Restaurant The Franchise Fee shall be paid in full on the day that the Restaurant opens for business Payment of the Franchise Fee shall be non-refundable in consideration of administrative and other expenses incurred by the Company in granting this franchise and for the Company's lost or deferred opportunity to franchise others

3 Section 13C(6) of the Agreement, under the heading "Conditions for Approval of Transfer," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> (6) The transferor shall have executed a general release under seal, in a form satisfactory to the Company, of any and all claims against Company and its officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law,

4 Sections 19G and 19J of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect, and the following shall be substituted in their place

> (G) The parties agree that any action brought by Franchisee against the Company in any court, whether federal or state, shall be brought within such state and in the judicial district in which the Company has its principal place of business (except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, which may be brought in Maryland even if the Company's principal place of business is not in Maryland) Any action brought by the Company against Franchisee in any court, whether federal or state, may be brought within the state and judicial district in which the Company has its principal place of business The parties agree that this Section 19G shall not be construed as preventing either party from removing an action from state to federal court Franchisee hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action

(J) Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Company, or Franchisee's operation of the Restaurant (including any defenses and any claims of set-off or recoupment), must be brought or asserted before the expiration of the earlier of (a) the time period for bringing an action under any applicable state or federal statute of limitations, (b) one (1) year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim, or (c) two (2) years after the first act or omission giving rise to an alleged claim, or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the execution of the Franchise Agreement, or such action shall be barred Any claims that the Company may have due to Franchisee's underreporting of sales, and claims of either party for failure to pay monies owed and/or indemnification, will be subject only to the applicable state or federal statute of limitations

5 Section 21 of the Agreement, under the heading "Acknowledgments," shall be supplemented by the following

(H) The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law

(I) The Franchisee Disclosure Questionnaire is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law

6 Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed

Hurricane AMT, LLC	______________________ Franchisee Entity
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________

Maryland Area Development Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Hurricane AMT, LLC Area Development Agreement (the "Agreement") agree as follows

1 Section 6 of the Agreement, under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> 6 In consideration of the development rights granted herein, Developer shall pay to the Company a development fee in the amount of ____________ Dollars ($__________), which fee shall be deemed earned by the Company when paid (the "Development Fee") Thirty five Thousand Dollars ($35,000) shall be applied to the franchise fee for the first Restaurant to be developed in the Development Area and the franchise fee shall be considered paid in full The balance of the non-refundable development fee, which is ____________ Dollars ($____________), shall be applied to the franchise fee for the next ___(___) Restaurants at the rate of Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant to be established pursuant to this Agreement The Development Fee and any other initial payments to the Company shall be paid in full on the day that the first Restaurant under the Development Schedule opens for business
>
> The balance of the Thirty Five Thousand Dollar ($35,000) franchise fee for the next ________ (___) Restaurants, which is Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant, shall be due and payable in full upon execution of a Franchise Agreement for an accepted site

2 Section 12D(4) of the Agreement, under the heading "Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> (4) The transferor shall have executed a general release under seal, in a form satisfactory to the Company, of any and all claims against Company and its officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law,

3 Sections 15G and 15J of the Agreement, under the heading "Applicable Law," shall be deleted in their entirety, and shall have no force or effect, and the following shall be substituted in their place

> G The parties agree that any action brought by Developer against the Company in any court, whether federal or state, shall be brought within such state and in the judicial district in which Company has its principal place of business (except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, which may be brought in Maryland even if Company's principal place of business is not in Maryland) Any action brought by the Company against Developer in any court, whether federal or state, may be brought within the state and judicial district in which the Company has its principal place of business The parties agree that this Section 15G shall not be construed as preventing either party from removing an action from state to federal court Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action
>
> J The Company and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the

other, whether or not there are other parties in such action or proceeding Any and all claims and actions arising out of or relating to this Agreement, the relationship of Developer and Company, or Developer's operation of the Business contemplated hereunder, brought by any party hereto against the other, must be brought or asserted before the expiration of the earlier of (a) the time period for bringing an action under any applicable state or federal statute of limitations, (b) one (1) year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim, or (c) two (2) years after the first act or omission giving rise to an alleged claim, or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the execution of the Franchise Agreement, or such action shall be irrevocably barred

4 Section 17 of the Agreement, under the heading "Acknowledgments," shall be supplemented by the following

K The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law

L The Franchisee Disclosure Questionnaire is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law

5 Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed

Hurricane AMT, LLC	______________________ Developer Entity
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________

HURRICANE AMT, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR USE IN MINNESOTA ONLY

1 The following sentence is hereby added at the end of Section 5

The Company will protect Franchisee against claims of infringement or unfair competition to which the Franchisee might become subjected because of their authorized use of the trademarks, service marks, logo types or other commercial symbols in the United States

2 Section 6A of the Agreement, under the heading "Franchise Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

A <u>Franchise Fee</u> Franchisee shall pay Franchisor an initial franchise fee of Thirty Five Thousand Dollars ($35,000) (the "Initial Franchise Fee") For Restaurants to be located in the State of Minnesota, or for Franchisees who are Minnesota residents (if the Franchisee is an individual residing in Minnesota or if the Franchisee is an entity with its principal place of business in Minnesota), the payment of the Franchise Fee and any other initial payment will be deferred until you have established and commenced operation of the Restaurant The Franchise Fee shall be paid in full on the day that the Restaurant opens for business Payment of the Franchise Fee shall be non-refundable in consideration of administrative and other expenses incurred by the Company in granting this franchise and for the Company's lost or deferred opportunity to franchise others

3 The following sentence is hereby added at the end of Sections 14 and 15

With respect to franchises governed by Minnesota law, the Company will comply with Minnesota Statutes Section 80C 14, Subds 3, 4 and 5, which require, except in certain specified cases, that Franchisee be given ninety (90) days' notice of termination [with sixty (60) days to cure] and one hundred eighty (180) days' notice for non-renewal of this Agreement

4 The second sentence of Section 19C is hereby deleted in its entirety and the following sentence is substituted in its place

Franchisee agrees that the Company may seek injunctive relief in addition to other relief as may be available at equity or law

5 The following sentence is hereby added to the end of Section 19

Pursuant to Minnesota Statutes Section 80C 21 and Minnesota Rule Part 2860 4400(J), nothing in this Section shall require litigation to be conducted outside Minnesota or requiring waiver of a jury trial In addition, this Section shall not in any way abrogate or reduce (1) any rights of the Franchisee as provided for in Minnesota Statute, Chapter 80C OR (2) Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction

6 To the extent this Addendum shall be deemed to be inconsistent with any terms of the Franchise Agreement or Exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agree that is shall become effective the _______ day of _______________, 20___

HURRICANE AMT, LLC, a Florida limited liability company	____________________ (Franchise Owner)
By ____________________	By ____________________
Title ____________________	Title ____________________

HURRICANE AMT, LLC
ADDENDUM TO THE DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA ONLY

1 Section 6 of the Agreement, under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> 6 In consideration of the development rights granted herein, Developer shall pay to the Company a development fee in the amount of ____________ Dollars ($__________), which fee shall be deemed earned by the Company when paid (the "Development Fee") Thirty five Thousand Dollars ($35,000) shall be applied to the franchise fee for the first Restaurant to be developed in the Development Area and the franchise fee shall be considered paid in full The balance of the non-refundable development fee, which is ____________ Dollars ($____________), shall be applied to the franchise fee for the next ___(___) Restaurants at the rate of Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant to be established pursuant to this Agreement The Development Fee and any other initial payments to the Company shall be paid in full on the day that the first Restaurant under the Development Schedule opens for business
>
> The balance of the Thirty Five Thousand Dollar ($35,000) franchise fee for the next ________ (___) Restaurants, which is Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant, shall be due and payable in full upon execution of a Franchise Agreement for an accepted site

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agree that is shall become effective the ________ day of ________________, 20___

HURRICANE AMT, LLC, a Florida limited liability company	______________________________ (Developer Entity)
By ______________________________ Title ______________________________	By ______________________________ Title ______________________________

FRANCHISE AGREEMENT ADDENDUM
<u>FOR THE STATE OF NEW YORK</u>

This Addendum to the Franchise Agreement is agreed to this ___ day of ________, 20___, is by and between Hurricane AMT, LLC and ____

____

1 In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for Hurricane AMT, LLC is amended as follows

- Section 13C(6) require Franchisee to sign a general release as a condition of transfer of the Franchise, such release shall exclude claims arising under the General Business Laws
- Under Section 13A, Franchisor shall not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York
- Section 19F requires that the franchise be governed by the laws of the state Franchisor's principal business is then located, such a requirement will not be considered a waiver of any right conferred upon Franchisee by Article 33 of the General Business Laws

2 Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

HURRICANE AMT, LLC	Franchisee ______________________
By ______________________	By ______________________
Title ______________________	Title ______________________

DEVELOPMENT AGREEMENT ADDENDUM
FOR THE STATE OF NEW YORK

This Addendum to the Development Agreement is agreed to this ___ day of ________, 20___, is by and between Hurricane AMT, LLC and ____

1 In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Development Agreement for Hurricane AMT, LLC is amended as follows

- Section 12D(4) require Developer to sign a general release as a condition of transfer of the development, such release shall exclude claims arising under the General Business Laws
- Under Section 12A, Franchisor shall not transfer and assign its rights and obligations under the Development Agreement unless the transferee will be able to perform Franchisor's obligations under the Development Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York
- Section 15F requires that the development be governed by the laws of the state Franchisor's principal business is then located, such a requirement will not be considered a waiver of any right conferred upon Developer by Article 33 of the General Business Laws

2 Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

HURRICANE AMT, LLC	Developer ______________________
By ______________________	By ______________________
Title ______________________	Title ______________________

FRANCHISE AGREEMENT ADDENDUM
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of ________, 20___, is by and between Hurricane AMT, LLC and ____
____

1 Section 6A of the Agreement, under the heading "Franchise Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

A Franchise Fee Franchisee shall pay Franchisor an initial franchise fee of Thirty Five Thousand Dollars ($35,000) (the "Initial Franchise Fee") For Restaurants to be located in the State of North Dakota, the payment of the Franchise Fee and any other initial payment will be deferred until you have established and commenced operation of the Restaurant The Franchise Fee shall be paid in full on the day that the Restaurant opens for business Payment of the Franchise Fee shall be non-refundable in consideration of administrative and other expenses incurred by the Company in granting this franchise and for the Company's lost or deferred opportunity to franchise others

2 Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed

HURRICANE AMT, LLC	Franchisee ____________________
By ______________________________	By ______________________________
Title ______________________________	Title ______________________________

DEVELOPMENT AGREEMENT ADDENDUM
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Development Agreement is agreed to this ___ day of ________, 20___, is by and between Hurricane AMT, LLC and ____
____

1 Section 6 of the Agreement, under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

6 In consideration of the development rights granted herein, Developer shall pay to the Company a development fee in the amount of ____________ Dollars ($__________), which fee shall be deemed earned by the Company when paid (the "Development Fee") Thirty five Thousand Dollars ($35,000) shall be applied to the franchise fee for the first Restaurant to be developed in the Development Area and the franchise fee shall be considered paid in full The balance of the non-refundable development fee, which is ____________ Dollars ($____________), shall be applied to the franchise fee for the next ___(___) Restaurants at the rate of Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant to be established pursuant to this Agreement The Development Fee and any other initial payments to the Company shall be paid in full on the day that the first Restaurant under the Development Schedule opens for business

The balance of the Thirty Five Thousand Dollar ($35,000) franchise fee for the next ________ (___) Restaurants, which is Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant, shall be due and payable in full upon execution of a Franchise Agreement for an accepted site

2 Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this amendment

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed

Hurricane AMT, LLC	______________________________ Developer Entity
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

ADDENDUM TO HURRICANE AMT, LLC
DEVELOPMENT AGREEMENT
<u>REQUIRED FOR RHODE ISLAND DEVELOPERS</u>

This Addendum to Hurricane AMT, LLC Development Agreement dated ________________ ("Development Agreement") between Hurricane AMT, LLC and ________________________ ("Developer") is entered into simultaneously with the execution of the Development Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement This Addendum is being executed because **(A)** the offer or sale of a franchise to you was made in the State of Rhode Island, **(B)** you are a resident of the State of Rhode Island, and/or **(C)** part or all of the Development Territory is located in the State of Rhode Island

2 The following language is added to Sections 20 B -C

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

3 Any capitalized term that is not defined in this Addendum shall have the meaning given to it in the Development Agreement

4 Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect

<u>Hurricane AMT, LLC</u>	______________________________ Developer Entity
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________

ADDENDUM TO HURRICANE AMT, LLC
FRANCHISE AGREEMENT
REQUIRED FOR RHODE ISLAND FRANCHISEES

This Addendum to Hurricane AMT, LLC Franchise Agreement dated ______________________ ("Franchise Agreement") between Hurricane AMT, LLC and ______________________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because **(A)** the offer or sale of a franchise to you was made in the State of Rhode Island, **(B)** you are a resident of the State of Rhode Island, or **(C)** the Franchised Business will be located or operated in the State of Rhode Island

2 The following language is added to Sections 32 B -C

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

3 Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement

4 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

Hurricane AMT, LLC	______________________ Franchisee Entity
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________

FRANCHISE AGREEMENT ADDENDUM
FOR THE STATE OF SOUTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of ________, 20___, is by and between Hurricane AMT, LLC and ____
____

1 Section 6A of the Agreement, under the heading "Franchise Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

A Franchise Fee Franchisee shall pay Franchisor an initial franchise fee of Thirty-Five Thousand Dollars ($35,000) (the "Initial Franchise Fee") For Restaurants to be located in the State of North Dakota, the payment of the Franchise Fee and any other initial payment will be deferred until you have established and commenced operation of the Restaurant The Franchise Fee shall be paid in full on the day that the Restaurant opens for business Payment of the Franchise Fee shall be non-refundable in consideration of administrative and other expenses incurred by the Company in granting this franchise and for the Company's lost or deferred opportunity to franchise others

2 Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Investment Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this South Dakota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed

HURRICANE AMT, LLC	Franchisee ____________________
By ______________________________	By ______________________________
Title ______________________________	Title ______________________________

DEVELOPMENT AGREEMENT ADDENDUM
FOR THE STATE OF SOUTH DAKOTA

This Addendum to the Development Agreement is agreed to this ___ day of _________, 20___, is by and between Hurricane AMT, LLC and ____

____

1 Section 6 of the Agreement, under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> 6 In consideration of the development rights granted herein, Developer shall pay to the Company a development fee in the amount of _____________ Dollars ($___________), which fee shall be deemed earned by the Company when paid (the "Development Fee") Thirty-five Thousand Dollars ($35,000) shall be applied to the franchise fee for the first Restaurant to be developed in the Development Area and the franchise fee shall be considered paid in full The balance of the non-refundable development fee, which is _____________ Dollars ($_____________), shall be applied to the franchise fee for the next ___(___) Restaurants at the rate of Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant to be established pursuant to this Agreement The Development Fee and any other initial payments to the Company shall be paid in full on the day that the first Restaurant under the Development Schedule opens for business
>
> The balance of the Thirty-Five Thousand Dollar ($35,000) franchise fee for the next ________ (___) Restaurants, which is Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant, shall be due and payable in full upon execution of a Franchise Agreement for an accepted site

2 Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this amendment

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this South Dakota amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed

Hurricane AMT, LLC	______________________________ Developer Entity
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

Virginia Franchise Amendment

The parties to the attached Hurricane AMT, LLC Franchise Agreement (the "Agreement") agree as follows

1 Section 6A of the Agreement, under the heading "Franchise Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

A <u>Franchise Fee</u> Franchisee shall pay Franchisor an initial franchise fee of Thirty-Five Thousand Dollars ($35,000) (the "Initial Franchise Fee") For Restaurants to be located in the State of Virginia, or for Franchisees who are Virginia residents (if the Franchisee is an individual residing in Virginia or if the Franchisee is an entity with its principal place of business in Virginia), the payment of the Franchise Fee and any other initial payment will be deferred until you have established and commenced operation of the Restaurant The Franchise Fee shall be paid in full on the day that the Restaurant opens for business Payment of the Franchise Fee shall be non-refundable in consideration of administrative and other expenses incurred by the Company in granting this franchise and for the Company's lost or deferred opportunity to franchise others

6 Except to the extent specified in this Amendment, all other provisions of the Franchise Agreement, including any agreements and amendments with respect thereto, shall remain in full force and effect according to their terms

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed

<u>Hurricane AMT, LLC</u>	______________________________ Franchisee Entity
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

Virginia Area Development Agreement Amendment

The parties to the attached Hurricane AMT, LLC Area Development Agreement (the "Agreement") agree as follows

1 Section 6 of the Agreement, under the heading "Development Fee," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place

> 6 In consideration of the development rights granted herein, Developer shall pay to the Company a development fee in the amount of ____________ Dollars ($__________), which fee shall be deemed earned by the Company when paid (the "Development Fee") Thirty-five Thousand Dollars ($35,000) shall be applied to the franchise fee for the first Restaurant to be developed in the Development Area and the franchise fee shall be considered paid in full The balance of the non-refundable development fee, which is ____________ Dollars ($____________), shall be applied to the franchise fee for the next ___ (___) Restaurants at the rate of Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant to be established pursuant to this Agreement The Development Fee and any other initial payments to the Company shall be paid in full on the day that the first Restaurant under the Development Schedule opens for business
>
> The balance of the Thirty-Five Thousand Dollar ($35,000) franchise fee for the next ________ (___) Restaurants, which is Seventeen Thousand Five Hundred Dollars ($17,500) per Restaurant, shall be due and payable in full upon execution of a Franchise Agreement for an accepted site

2 Except to the extent specified in this Amendment, all other provisions of the Development Agreement, including any agreements and amendments with respect thereto, shall remain in full force and effect according to their terms

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed

Hurricane AMT, LLC	______________________________ Developer Entity
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

RECEIPTS

(to be retained by prospective franchisee)

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 Hurricane AMT, LLC offers you a franchise, it must provide this Disclosure Document to you

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale or grant, or

(b) Under New York and Rhode Island law, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If Hurricane AMT, LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington D C 20580 and to the appropriate state agency listed in Exhibit A

The franchise seller is John Metz, President and CEO of Hurricane AMT, LLC, Martin O'Dowd, Vice Chairman of Hurricane AMT, LLC, or Brooksy Smith, BTW Brand Development Officer and Acting Division President of Hurricane AMT, LLC, 1800 Old Okeechobee Road, Suite 100, West Palm Beach, Florida 33409 at (561) 932-1075 The Area Director or Franchise Broker (who is considered a 'Franchise Seller') involved in the offer and sale of the Hurricane Grill & Wings or Hurricane BTW franchise is ______________________________

Any additional individual franchise sellers involved in offering the franchise are

____

____

Issuance date May 25, 2017

Hurricane AMT, LLC authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state

I have received a Franchise Disclosure Document dated May 25, 2017 This Disclosure Document included the following exhibits

A	List of State Administrators	F	Loan Documents
B	List of Agents for Service of Process	G	Financial Statements
C	Franchise Agreement	H	List of Franchisees
D	Table of Contents of Operations Manual	I	Franchisee Disclosure Questionnaire
E	Development Agreement	J	Multi-State Addenda

____
Date Received

____
Prospective Franchisee

____
Name (please print)

Address ______________________________

____

____

RECEIPTS

(to be signed and dated by prospective franchisee, and returned to the franchisor)

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 Hurricane AMT, LLC offers you a franchise, it must provide this Disclosure Document to you

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or

(b) Under New York, and Rhode Island law, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If Hurricane AMT, LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and to the appropriate state agency listed in Exhibit A

The franchise seller is John Metz, President and CEO of Hurricane AMT, LLC, Martin O'Dowd, Vice Chairman of Hurricane AMT, LLC, or Brooksy Smith BTW Development Officer and Acting Division President of Hurricane AMT, LLC, 1800 Old Okeechobee Road, Suite 100, West Palm Beach, Florida 33409 at (561) 932-1075 The Area Director or Franchise Broker (who is considered a "Franchise Seller") involved in the offer and sale of the Hurricane Grill & Wings or Hurricane BTW franchise is ____

Any additional individual franchise sellers involved in offering the franchise are

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____
Date Received

____
Prospective Franchisee

____
Name (please print)

Address ______________________

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