FRANCHISE DISCLOSURE DOCUMENT

Old Chicago Franchising II LLC
A Delaware Limited Liability Company
19219 Katy Fwy, Suite 500
Houston, Texas 77094
346-440-0SPB
franchising@oldchicago.com
www.oldchicago.com
www.ocfranchising.com

Old Chicago restaurants are full-service dine-in and take-out neighborhood restaurants that feature a welcoming casual dining atmosphere serving pizza, pasta, calzones, burgers and sandwiches and related food items ("Old Chicago Restaurant(s)" or "Restaurant(s)"). Old Chicago Restaurants also serve beverages featuring a wide selection of the best local and regional craft beers as well as a full range of imported and mass domestic beers. Each Old Chicago Restaurant serves as the local craft beer authority and participates in our industry leading loyalty program featuring the distinctive and engaging "World Beer Tour" as well as our exclusive "E Mini Tours." We offer area development franchises ("Area Development Franchise(s)") for the right to open multiple Restaurants in a designated area. We primarily offer Area Development Franchises, but we may offer single Restaurant franchises in certain situations.

The total investment necessary to begin operation of an Old Chicago Restaurant franchised business is between $1,381,500 and $2,119,000. This includes between $98,250 and $147,250 that must be paid to the franchisor or its affiliates. The estimated total investment necessary to begin operation of two Old Chicago Restaurants under an Area Development Franchise is between $2,813,000 and $4,288,000. This includes between $246,500 and $344,500 that must be paid to the franchisor or its affiliates. The estimated total investment necessary to begin operation of ten Old Chicago Restaurants under an Area Development Franchise is between $13,157,000 and $19,927,000. This includes between $682,500 and $927,500 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Josh Kern at 19219 Katy Fwy, Suite 500, Houston, Texas 77094, and 346-440-0SPB.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at

www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: August 2, 2021

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Old Chicago Restaurant business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Old Chicago Restaurant franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement and area development agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED BY
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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that the 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 terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision 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 franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five 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 six 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 or 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 transferee 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 there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "OCF" and "we," "us," and "our" means Old Chicago Franchising II LLC, the franchisor. "You," "your," and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from OCF.

Franchisor

OCF is a Delaware limited liability company formed on May 13, 2020. We operate under the names "Old Chicago Franchising II LLC," "Old Chicago" and "Old Chicago Pizza and Tap Room." We do not do business under any other name. Our principal business address is 19219 Katy Fwy, Suite 500, Houston, Texas 77094. We offer franchises for Old Chicago Restaurants and have done so since August 2021. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document.

Our agent for service of process in Delaware is The Corporation Trust Center, 1209 Orange St, Wilmington, DE 19801. Our agents for service of process for other states are identified by state in Exhibit E. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Parents, Predecessors and Affiliates

Our predecessor, Old Chicago Franchising LLC ("OCF I"), had a principal business address at 8001 Arista Place, Suite 500, Broomfield, Colorado 80021 and began offering franchises for Old Chicago Restaurants in February 2000. From July 2009 to December 2017, OCF I offered Rock Bottom Brewery Restaurant franchises and ChopHouse Restaurant franchises under separate Franchise Disclosure Documents. The Rock Bottom Brewery and ChopHouse Restaurant concepts offer and sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. Neither we nor OCF I own or operate any Rock Bottom Brewery or ChopHouse Restaurant businesses.

We have six parent companies that share a principal business address of 19219 Katy Fwy, Suite 500, Houston, Texas 77094: our parent Old Chicago Taproom II LLC ("Taproom"), its parent OC Midco LLC, its parent OC Immediate LLC, its parent OC Restaurants LLC, its parent SPB Hospitality LLC ("SPB") and its parent DBFLF CFTWE Holdings L.P. ("DBFLF"). SPB offers training and support services to franchisees. Taproom owns the trademarks for Old Chicago Restaurants and licenses them to us. On May 13, 2020, DBFLF and SPB entered into a management agreement in which DBFLF was given exclusive power and authority to manage the operations of SPB and act on SPB's behalf. On June 1, 2020, SPB entered into a management services agreement with us in which SPB will provide personnel and other management services to us.

Our affiliate, Rock Bottom Franchising LLC, maintains its principal business address at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. Rock Bottom Franchising LLC's predecessor, Rock Bottom License, LLC offered and sold Rock Bottom Restaurant franchises beginning in 2019. Rock Bottom Restaurants offer and sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. As of January 3, 2021, Rock Bottom Franchising LLC and its subsidiaries had 19 corporate locations and no franchise locations which sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. Our predecessor, OCF I, previously offered franchises for Rock Bottom Restaurant from July 2009 to October 2019. On December 12, 2017,

OCF I assigned the remaining two Rock Bottom Restaurant licensees to Rock Bottom License, LLC and ceased to offer Rock Bottom Restaurant franchises. These two licensees have since ceased operations. Rock Bottom Franchising LLC is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

Our affiliate, Logan's Roadhouse Franchising II LLC ("Logan's Roadhouse") maintains its principal business address at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. Logan's Roadhouse and its predecessor and subsidiaries offered and sold Logan's Roadhouse franchises from approximately 1996 to 2006. As of January 3, 2021, Logan's Roadhouse and its subsidiaries had 113 corporate locations and 23 franchise locations which sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. Logan's Roadhouse intends to commence franchise sales in July 2021. Logan's Roadhouse is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

Our affiliate, Special Restaurant Franchising LLC, ("SRF") maintains its principal business office at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. SRF and its predecessor have offered and sold ChopHouse Restaurant & Brewery franchises since 2008. SRF offers and sells products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. As of January 3, 2021, SRF had four ChopHouse Restaurant licensed locations. SRF has not offered new franchises or licenses since 2014, but SRF may offer renewals to existing ChopHouse licensees. SRF is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

Our affiliate, Gordon Biersch Franchising, LLC, maintains its principal business office at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. Gordon Biersch Franchising, LLC and its predecessor have offered and sold Gordon Biersch Brewery restaurant franchises since 2011. Gordon Biersch Brewery Restaurants offer and sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. As of January 3, 2021, Gordon Biersch Franchising, LLC had seven corporate locations and three licensed non-traditional locations. Gordon Biersch Franchising, LLC is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

We do not have any other affiliates or predecessors required to be disclosed in this Item.

Description of Franchise

Old Chicago Restaurants are full-service dine-in and take-out neighborhood restaurants that feature a casual dining atmosphere, pizza, pasta, calzones, burgers, salads, and related food items and beverages. Old Chicago Restaurant serve as the local craft beer authority within the casual dining category and participate in our industry leading loyalty program featuring our distinctive and engaging "World Beer Tour" with an ever-changing selection of imported, domestic, and craft beers. Each Old Chicago Restaurant uses our proprietary tap and draft system and our relationship with local and regional craft brewers and breweries, allowing franchisees to leverage the innovation and creativity occurring at the local level to keep craft beer offerings on the cutting edge of the craft beer industry. Each Old Chicago Restaurant highlights interesting artifacts throughout the Restaurant and displays the Restaurant's variety of specialty beers along the bar with an attractive array of different bottled beers and colorful tap handles for draught beer. Old Chicago Restaurants operate in downtown and suburban locations, in metropolitan areas, and in smaller cities and towns.

We offer franchises ("Old Chicago Franchise(s)" or "Franchise(s)") for the operation of Old Chicago Restaurants. Old Chicago Restaurants operate under our proprietary business system ("Restaurant System"). The Restaurant System is identified by certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin ("Marks"), and also includes distinctive exterior and interior design, décor, identifiable trade dress, color scheme, and furnishings; special recipes and menu items; uniform standards for operations; quality and uniformity of foods, products, and services; procedures for inventory,

management, and financial control; training and assistance; and advertising and promotional programs. We have the right to change any of the elements of the Restaurant System at any time.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit B ("Franchise Agreement"). You may operate one Old Chicago Restaurant for each Franchise Agreement you sign.

Old Chicago area developers ("Area Developer(s)") obtain the right to build a mutually agreed upon number of Old Chicago Restaurants in a specified development area ("Development Area") according to a specified development schedule ("Development Schedule"). The Development Area will be established based on the consumer demographics of the area, the geographical area, city, county, and other boundaries. Area Developers must sign our area development agreement attached to this Franchise Disclosure Document as Exhibit C ("Area Development Agreement"). Area Developers must also sign a Franchise Agreement for the first Old Chicago Restaurant at the same time as the Area Development Agreement. Area Developers will sign a separate franchise agreement for each Restaurant on the then-current form used by us at the time, which may differ from our current Franchise Agreement included in this Franchise Disclosure Document.

Unless otherwise stated, any reference in this Franchise Disclosure Document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Market and Competition

The primary market for the products and services offered by Old Chicago Restaurants is the general public. Specifically, the target market is 25 to 54-year-old individuals and beer enthusiasts, along with their friends and families. The products and services offered by Old Chicago Restaurants are not seasonal, but sales may be affected by seasonality in certain areas of the country, depending on location, proximity to tourist destinations and "snowbird" communities, population density of year-round residents, and market draw. The restaurant market, as a whole, is well-developed and highly competitive, and includes retail units, mobile food trucks, and kiosks selling various types of food. You may have to compete with numerous other independent and chain-affiliated restaurants, some of which may be franchised. Many restaurant franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

The restaurant industry is heavily regulated. Many of the laws, rules, and regulations that apply to businesses generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws and the Occupation, Health and Safety Act, also apply to restaurants. In addition, all Restaurants must comply with federal, state and local laws applicable to the operation and licensing of a restaurant business. The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce regulations that govern food service preparation, handling, storage and sales and food service operations generally. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. Your Restaurant must also meet applicable federal, state, county and municipal building codes and accessibility codes. Some state and local governments have also adopted, or are considering, proposals that would regulate indoor air quality, including the limitation of smoking tobacco products in or around public places such as restaurants.

You must obtain a retail alcoholic beverage license under state and local law, regulations and ordinances. You should understand that the sale of alcoholic beverages is heavily regulated by federal, state and local laws, regulations and ordinances. These laws, regulations and ordinances may vary

significantly between jurisdictions. You may also have liability imposed on you by Dram Shop Laws for injuries directly and indirectly related to the sale and consumption of alcoholic beverages.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. Franchisees must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.

You alone are responsible for investigating, understanding and complying with all applicable laws, regulations and requirements applicable to you and your Old Chicago Franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Old Chicago Restaurant. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

The franchisor entity, Old Chicago Franchising II LLC, does not have any employees, officers or directors. All of the individuals involved with the management and/or operation of the franchisor are employees, officers or directors of our parent company, SPB Hospitality LLC.

Chief Executive Officer: Jim Mazany

Mr. Mazany has served as the Chief Executive Officer of SPB in Houston, Texas since August 2020. Prior to this, he served as Chief Operating Officer of TGI Fridays in Dallas, Fort Worth from June 2019 to August 2020. Mr. Mazany served as Founder and Chief Executive Officer of SR Talent Solutions in Houston, Texas from September 2015 to August 2020. He served has President and Chief Executive Officer of Fatz Southern Kitchen in Greenville, South Carolina from December 2016 to June 2019.

Senior Vice President of Operations: Rodney Conant

Mr. Conant has been the Senior Vice President of Operations of SPB in Houston, Texas since September 2020. Prior to this, Mr. Conant served in a variety of roles including Director of Strategic Operations, Senior Director of Strategic Operations, Senior Director of Operations, and Vice President of Operations in the Operations Services Department of TGI Fridays in Dallas, Texas from January 2013 to September 2020.

Senior Vice President of Strategy and Brand Services: Holly Smith

Ms. Smith has been the Senior Vice President of Strategy and Brand Services for SPB in Houston Texas since September of 2020. Prior to this, Ms. Smith served as Vice President of Operations Services for TGI Fridays Global in Dallas, Texas from October 2019 to August 2020. Ms. Smith was Vice President of Concept for Café Enterprises in Greenfield, South Carolina from September 2015 to October 2019.

Chief Marketing Officer: Josh Kern

Mr. Kern has served as the Chief Marketing Officer of SPB in Houston, Texas since June 2020. Prior to this, Mr. Kern served as the Chief Experience Officer of Craftworks Holdings in Broomfield, Colorado from December 2018 to May 2020. Mr. Kern served as Chief Marketing Officer for Cerca Trova Restaurants Concepts in Denver, Colorado from November 2016 to December of 2018. He was the Chief Marketing Officer for Smashburger LLC, in Denver, Colorado from May 2012 to November 2016.

Chief Development Officer: Ed McGraw

Mr. McGraw has served as Chief Development Officer of SPB in Houston, Texas since July 2021. Prior to this role, he served as Vice President of Development of SPB in Nashville, Tennessee from November 2020 to June 2021. Mr. McGraw served as Vice President of Real Estate of BigShots Golf in Dallas, Texas from July 2019 to March 2020. Prior to this role, he served as Senior Vice President and Chief Development Officer of Au Bon Pain in Boston, Massachusetts from August 2016 to January 2018. Prior to this role, he served as Chief Development Officer of Joe's Crab Shack in Houston, Texas from July 2009 to December 2015.

Senior Vice President, Finance: Breck Templeton

Mr. Templeton has served as Senior Vice President, Finance of SPB in Houston, Texas since December 2020. Prior to this, he served at 9th Wonder, a network of marketing agencies based in Houston, Texas, as Chief Financial Officer and Special Advisor to the CEO from July 2013 to December 2020.

Vice President of Supply Chain: Greg Swafford

Mr. Swafford has served as the Vice President of Supply Chain for SPB in Houston, Texas since January 2021. Prior to this, Mr. Swafford served as the Senior Director of Supply Chain for SPB in Nashville, Tennessee from March 2020 to January 2021. Mr. Swafford served as Senior Director of Supply Chain for CraftWorks Holdings in Nashville, Tennessee from April 2018 to March 2020. Mr. Swafford served as the Director of Supply Chain for Logan's Roadhouse in Nashville, Tennessee from January 2016 to April 2018. He served as Senior Director of Supply Chain Management for Landry's Inc. in Houston, Texas from November 2012 to January 2016.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

In re CraftWorks Parent, LLC, et al., Ch. 11 Case No. 20-10475. On March 3, 2020, the parent of our predecessor, CraftWorks Parent, LLC and its subsidiaries (collectively, the "Company") filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The cases are jointly administered under Case No. 20-10475. The Company filed the proceedings to implement an agreement with its senior lender that is expected to reduce its debt, strengthen liquidity, and better position its brands for long-term growth. The Company has filed a motion requesting approval of a "stalking horse" asset purchase agreement with its senior lender and a competitive bidding process under Section 363 of the Bankruptcy Code. On May 21, 2020, a final order was entered (1) authorizing the debtors to obtain senior secured post-petition financing; (2) granting liens and super-priority administrative expenses status, (3) authorizing the use of cash collateral, (4) granting adequate protection to pre-petition secured parties, and (5) granting related relief. This case was dismissed on October 23, 2020.

Other than the above bankruptcy, no bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

The "Initial Franchise Fee" for an Old Chicago Restaurant is $40,000. The Initial Franchise Fee is payment for all of our pre-opening assistance that we provide to allow you to open your Old Chicago Restaurant and also offsets some of our franchisee recruitment expenses. The Initial Franchise Fee is uniform, non-refundable, and payable when you sign each Franchise Agreement.

During our last fiscal year which ended January 3, 2021, we did not collect any Initial Franchise Fees.

Opening Promotional Expenses

You must spend a minimum of $25,000 on opening promotional and marketing materials and activities. You will pay $8,000 to $10,000 of this amount to us, our designated supplier or our parent, SPB, for menus and other opening promotional materials for your Restaurant, depending on the amount of materials that we send you. These payments are uniformly imposed and not refundable under any circumstances. You will be invoiced for the amount upon opening your Restaurant.

Manager in Training Program Materials

We will provide electronic and digital training materials to your management trainees at the initial manager in training program (which is typically five managers). You will pay us or our parent, SPB, a fee of $50 per attendee for electronic and digital training materials. These payments are uniformly imposed and not refundable under any circumstances. You will be invoiced for the amount upon the opening your Restaurant.

New Restaurant Opening Expenses

We will send our new restaurant opening team ("NRO Team") to your Restaurant to assist in opening your first three Restaurants. We will send a smaller NRO Team for the third Restaurant to assist your staff in opening the third Restaurant. You will use your own NRO Team for the fourth and any additional Restaurant openings. You will pay to us or SPB our NRO Team expenses, which we estimate will be between $50,000 and $85,000 depending on the number of people we send, the location and travel expenses and the duration of the assistance. We will invoice you when you open your Restaurant. These fees are uniformly imposed and non-refundable.

Required Opening Date Extension Fee

The Franchise Agreement requires you to open the Restaurant and begin business within 270 days after you sign the Franchise Agreement unless your Area Development Agreement or another written agreement specifies a different opening date ("Required Opening Date"). If your Old Chicago Restaurant is not open for business by the Required Opening Date, then you may request, in writing, up to two 30-day extension periods to open the Restaurant, not to exceed 60 days from the Required Opening Date in total. If we grant an extension, you must pay us $1,500 for each full or partial week after the Required Opening Date or the end of any extension period(s) until your Restaurant is open for business. We will invoice you when you open your Restaurant. This fee is uniformly imposed and non-refundable.

Area Development Agreement

Development Fee

The development fee ("Development Fee") is equal to $50,000 regardless of the number of Old Chicago Restaurants to be developed under the Area Development Agreement. The Development Fee reserves the rights in the Development Area (regardless of the number of Restaurants to be developed). Area Developers will sign the first Franchise Agreement at the same time as the Area Development Agreement and pay the Initial Franchise Fee.

Area Developers will also be required to pay an Initial Franchise Fee deposit ("IFF Deposit") when they sign the Area Development Agreement. The IFF Deposit required is equal to $20,000 (which is 50% of the Initial Franchise Fee) multiplied by the number of Old Chicago Restaurants (excluding the first Restaurant) to be developed under the Area Development Agreement. We will credit a portion of the IFF Deposit against the Initial Franchise Fee ($0 for the first and $20,000 for the second and each subsequent franchise agreement) until the IFF Deposit is exhausted.

You will sign franchise agreements for the additional Restaurants upon the earlier of the submittal of a site for acceptance or 270 days before the development obligation date for that Restaurant. The Initial Franchise Fee for each Restaurant will be due when you sign the Franchise Agreement (less the credit for any remaining IFF Deposits).

The Development Fee and IFF Deposit is uniform, payable when you sign your Area Development Agreement and is non-refundable under any circumstances, even if you fail to open any Old Chicago Restaurants.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty Fee	4% of Gross Sales for each Sales Period[(2)(3)]	15th day after end of each Sales Period	"Royalty Fee" payments must be made by electronic funds transfers and supported by a royalty report. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the Restaurant System and pays for our ongoing support and assistance.
Brand Fund Contribution	2% of Gross Sales for each Sales Period[(2)]	Same as Royalty Fee	This contribution will be used for a system-wide "Brand Fund" for our use in promoting and building the Old Chicago brand.
Additional Royalty for Alcoholic Beverage Sales	Dollar amount of the Royalty Fees and Brand Fund contributions that would have been charged on the difference between excluded sales and the Royalty Fees and Brand Fund contributions you actually pay us	Same as Royalty Fee	If a state or local law prohibits or restricts your ability to pay us Royalty Fees and Brand Fund contributions on alcoholic beverages, you will pay us the difference between those fees you paid us and the fees that would have otherwise been paid.

Type of Fee[(1)]	Amount	Due Date	Remarks
Local Advertising Payment	Each month you will spend at least 1% of the preceding month's Gross Sales of the Restaurant on local advertising and promotions	Payable after receipt of invoice	If you fail to meet your required local advertising requirement on local advertising, you must pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund.
Unauthorized Advertising Fee	$500 per occurrence	On demand	This fee is payable to the Brand Fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement.
Remodel or Old Chicago Restaurant Updates[(4)]	$100,000 to $450,000	Upon execution of successor franchise agreement or transfer of an existing Old Chicago Restaurant that has not completed the required remodels	We will impose this fee, which is payable to various third parties, possibly by escrow, upon execution of successor franchise agreement for an Old Chicago Restaurant that has not completed the required remodels or is not in compliance with current standards, or for the transfer of an existing Old Chicago Restaurant that has not completed the required remodels or is not in compliance with current standards.
Insurance	Reimbursement of our costs, plus a 20% administration charge	When billed	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained, plus 20% of the premium as an administrative cost of obtaining the insurance.
Non-Sufficient Funds Fee	$50 per occurrence	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment, or any similar event.
Additional Training or Assistance Fees	Then-current fee (currently $200 to $500 per day for services of each training representative in attendance, plus expenses incurred and any training materials)	Within ten days after receipt of invoice	We provide initial training at no charge for certain persons. We may charge you for training additional persons, newly hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee amount will depend on the training required and experience level of the trainer.
Conference Fee	Then-current fee	On demand	We may charge a per person attendance fee for any annual conferences that we choose to hold. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all conference attendees.

Type of Fee[(1)]	Amount	Due Date	Remarks
Third-Party Technology Fees[(5)]	Varies (currently $775 per month)	As incurred	You are required to use designated third-party suppliers for certain technologies and the maintenance and support of your computer systems. These fees are paid to SPB on behalf of third-party suppliers. These fees may change depending on the supplier or the required technology for use in your Old Chicago Restaurant.
Supplier and Product Evaluation Fee	Costs of inspection or testing	As incurred	Payable if we inspect a new product, service, or proposed supplier nominated by you.
Customer Issue Resolution	Reasonable costs we incur for responding to a customer complaint, which varies	On invoice	Payable if a customer of your Old Chicago Business contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our addressing the issue.
Interest	Lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law ("Interest")	On demand	Interest accrues on all overdue amounts beginning with the first day each payment is due and continuing until payment is received by us.
Late Payment Fee	$100 per occurrence, plus Interest	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Failure to Submit Required Report Fee	$100 per occurrence and $100 per week	Your bank account will be debited for failure to submit any requested report within five days of request	Payable if you fail to submit any required report or financial statement when due. Fines collected are paid to the Brand Fund. You will continue to incur this fee until you submit the required report.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses	On demand	You will pay this if an audit reveals that you understated Gross Sales by 2% or more, or you fail to submit required reports.
Renewal Fee	50% of the then-current Initial Franchise Fee.	When you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement. You must give us at least seven months' notice. If we are not offering franchises at the time of your renewal, the renewal fee will be 50% of the Initial Franchise Fee listed in the most recent Franchise Disclosure Document.
Relocation Fee	$5,000	When billed	Our written consent is required before you can relocate your Restaurant.

Type of Fee[(1)]	Amount	Due Date	Remarks
Transfer Fee	25% of the then-current Initial Franchise Fee	$1,000 non-refundable deposit at time of transfer application submittal, and the remaining balance of fee at time of approved transfer	Payable in connection with the transfer of your Old Chicago Restaurant, a transfer of ownership of your legal entity, or the Franchise Agreement (except for "Transfer to Entity", see below). If we are not offering franchises at the time of the transfer, the transfer fee will be 25% of the Initial Franchise Fee listed in the most recent Franchise Disclosure Document, plus cost of training.
Transfer to Entity	Our actual costs	On demand	If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee, but you must pay our actual costs.
Payment Service Fee	Up to 4% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required, we may charge a service charge of up to 4% of the total charge.
Securities Offering Fee	A non-refundable fee of $7,500 for our costs and expenses associated with reviewing the proposed offering; for Area Development Franchises, the greater of a: (a) non-refundable fee equal to 50% of our then-current Initial Franchise Fee; or (b) our reasonable costs and expenses associated with reviewing the proposed offering	Due when you ask us to review a proposed securities offering	If you plan to offer securities by private offering, you must obtain our approval. You must submit all documents we reasonably request and pay this fee.
Legal Costs and Professional Fees	Will vary under circumstances	As incurred	You must reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement or Area Development Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement or Area Development Agreement.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Old Chicago Restaurant or Franchise.

Type of Fee[1]	Amount	Due Date	Remarks
Supply Chain Management System Services[6]	Will vary depending upon supplier and whether you choose additional services	As incurred	You must comply with our supply chain management system ("Supply Chain Management System") used to manage product quality and product inventory at each Restaurant. See Note 6 for an estimated range of costs and Item 8 for more information on the services.
Liquidated Damages	Will vary under the circumstances (see remarks)	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause. Liquidated damages are determined by multiplying the combined monthly average of Royalty Fees and Brand Fund contributions that you owe, beginning with the date you open your Old Chicago Restaurant through the date of early termination, multiplied by the lesser of: (i) 36, or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $30,000
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your Old Chicago Restaurant to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete the ACH authorization (in the form attached to this Franchise Disclosure Document in Exhibit H). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Old Chicago Restaurants, the fees indicated in the chart above are the fees charged and/or incurred for each Old Chicago Restaurant. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.

2. Gross Sales. "Gross Sales" includes all revenues received or receivable by you as payment, whether in cash, credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received), on account of any and all merchandise, services or products sold in or from your Restaurant, or which are promoted or sold under any of the trademarks or by using the Restaurant System. Gross Sales includes all proceeds from any business interruption insurance. Gross Sales does not include sales taxes actually collected and paid; tips or gratuities; discounts for employee shift meals up to $500 per period; and all sales discounts, comps and promotions.

3. Sales Period. "Sales Period" means the accounting period (a calendar month or a corresponding accounting period) required in the Franchise Manual (as defined in Item 8). You must adopt and follow the accounting period and the fiscal year that we require.

4. Remodel or Old Chicago Restaurant Upgrades. If you purchase an existing Old Chicago Restaurant, or if you are a current Old Chicago franchisee entering into a successor franchisor agreement, and your Old Chicago Restaurant has not been remodeled to the current design or is not in compliance with current standards and all applicable codes, you will be required to, prior to execution of the Franchise Agreement or successor franchise agreement, have an approved plan for remodeling, obtain required permits for all remodeling work, select a contractor, and either: (1) purchase substantially all of the assets required to complete the remodel; or (2) put an estimated amount into escrow toward the remodel. You must also successfully complete the remodel within two months of execution of the Franchise Agreement or successor franchise agreement. Existing franchisees will also be required to remodel their Restaurants as required, including conformance with new codes, which we anticipate will occur at least every five years.

5. Third Party Technology Fees. You are required to use designated third-party suppliers for certain technologies and the maintenance and support of your computer systems. These fees are paid to us on behalf of third-party suppliers. These fees may change depending on the supplier or the required technology for use in your Old Chicago Restaurant. We also reserve the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to you, in which case you are responsible to pay third parties for all amounts based on your use of the software or technology.

6. Supply Chain Management Services. We estimate the annual cost of these services will range from $400 to $600 depending on the approved supplier you use. You must use an approved supplier for these services, and you must pay SPB on behalf of the supplier. Any additional development cost, including historical data for existing Restaurants and custom reporting, will be at your sole cost and expense. Historical data uploads will range from $5,000 to $7,500 depending on the approved supplier you use. Professional services are billed at $200 per hour and travel and additional expenses will be billed separately.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single Franchise

Type of Expenditure[1]	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[2]	$40,000	$40,000	Lump Sum	Signing of Franchise Agreement	Us
Leasehold Improvements[3]	$400,000	$750,000	As Incurred	As Incurred	Landlord and Contractors
Architectural and Engineering Fees	$35,000	$60,000	As Incurred	Before Opening	Suppliers
Furniture, Fixtures, and Equipment[4]	$210,000	$230,000	As Incurred	As Incurred	Suppliers
Kitchen Equipment[5]	$300,000	$350,000	As Incurred	As Incurred	Suppliers
POS and Computer Equipment[6]	$40,000	$50,000	As Incurred	As Incurred	Suppliers

Type of Expenditure[1]	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Signs[7]	$20,000	$40,000	As Incurred	As Incurred	Suppliers
Pre-Opening Restaurant Lease Payments[8]	$27,000	$42,000	As Incurred	As Incurred	Landlord
Pre-Opening Insurance[9]	$9,000	$15,000	As Incurred	As Incurred	Suppliers
Opening Inventory[10]	$25,000	$35,000	As Incurred	As Incurred	Suppliers
Security and Utility Deposits /Licenses[11]	$8,000	$15,000	As Incurred	As Incurred	Suppliers
Liquor License Costs[12]	$15,000	$100,000	Lump Sum	Before Opening	Governmental Agencies and for Professional Services
Opening Promotional Expenses[13]	$25,000	$25,000	As Incurred	As Incurred/When Invoiced Upon Opening	Suppliers/Us/Our Parent SPB
Manager in Training Program Costs[14]	$45,000	$90,000	As Incurred	As Incurred/When Invoiced Upon Opening	Suppliers/Us/Our Parent SPB
NRO Team Training Expenses[15]	$50,000	$85,000	As Incurred	When Invoiced Upon Opening	Us/Our Parent SPB
Employee Salaries and Other Pre-Opening Costs[16]	$70,000	$90,000	As Incurred	As Incurred	Employees / Suppliers
Professional Fees[17]	$2,500	$10,000	As Incurred	Before Opening	Third Parties
Required Opening Date Extension Fee[18]	$0	$12,000	As Incurred	As incurred/when Invoiced	Us
Additional Funds—3 Months[19]	$60,000	$80,000	As Incurred	As Incurred	Various Payees
TOTAL ESTIMATED INITIAL INVESTMENT FOR ONE OLD CHICAGO RESTAURANT[20]	$1,381,500	$2,119,000			

Area Developer

Type of Expenditure[1]	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Development Fee	$50,000	$50,000	Lump sum	At the Time You Sign your Area Development Agreement	Us
IFF Deposit[2]	$20,000	$180,000	Lump Sum	Signing of Area Development Agreement	Us
Initial Investment for the First Old Chicago Restaurant	$1,381,500	$2,119,000	Per Table Above	Per Table Above	Per Table Above
TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO TWO OLD CHICAGO RESTAURANTS[21]	$2,813,000	$4,288,000			
TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO TEN OLD CHICAGO RESTAURANTS[21]	$13,157,000	$19,927,000			

Notes:

1. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Old Chicago Franchise. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

   The above table provides an estimate of your initial investment for an Old Chicago Restaurant operated from converted premises leased by you. All estimates in this Item are based upon free-standing or end cap Old Chicago Restaurant locations with a building/premises size of approximately 5,500-6,000 square feet and approximately 750 – 1,000 square feet of patio space. Your costs will be higher if you choose to purchase the Restaurant building and land or open a larger Restaurant.

2. Initial Franchise Fee/IFF Deposit. Item 5 has more information regarding these fees. If you sign an Area Development Agreement to develop multiple Old Chicago Restaurants, you will pay an IFF Deposit equal to $20,000 multiplied by the number of Old Chicago Restaurants (excluding the first Restaurant) to be developed under the Area Development Agreement. The low estimated amount equals the IFF Deposit for the right to open two Restaurants and the high estimated amount equals an IFF Deposit for the right to open a total of ten Restaurants.

3. Leasehold Improvements. An Old Chicago Restaurant typically will be located in leased premises of ground-up construction, the conversion of a former restaurant building or an end cap location in a strip-type shopping center. An Old Chicago Restaurant will require approximately 5,500-6,000 square feet of floor space and approximately 750-1,000 square feet of patio space. Leasehold improvements will generally range from $80 to $125 per square foot. These amounts are our best estimates. The estimated expenditures for leasehold improvements assume that the landlord will provide a "warm shell" space for the Restaurant and that the landlord will not provide a tenant improvement allowance ("TIA"). Your costs may be offset by any TIA you are able to negotiate with your landlord. It is important to understand that, while your leasehold improvement costs may be reduced if the landlord agrees to provide you with a TIA, the TIA may likely be factored into a higher rental lease rate over the term of the lease. These leasehold improvement amounts do not reflect costs for the purchase of unimproved land and construction of a Restaurant building, which would result in a significantly greater initial investment. If you buy land and construct the building for your Restaurant, you will likely need at least 1.5 acres of land, and will incur site development costs which will usually range from $200,000 to $300,000, and construction costs for the Restaurant building ranging from $950,000 to $1,300,000. The cost of the land will range from $500,000 to $1,100,000.

4. Furniture, Fixtures, and Equipment ("FF&E"). These amounts include the estimated costs for chairs, bar stools, back-bar and bar top, drink rails, restaurant small wares, television/stereo system, office furniture, safe, awnings, window shades, artwork/artifacts, booths, billiard tables, fans, flooring, plants, patio furniture, tables, tabletops, table bases, smoke eaters, lighting fixtures, miscellaneous décor items, and interior signs. Your freight, tax, and installation costs will vary depending on the location and size of the Restaurant.

5. Kitchen Equipment. These amounts include the estimated costs for pizza ovens, stoves/grills, refrigeration and other kitchen equipment; prep station; hood, fire and ventilation systems; all necessary stainless-steel fixtures and kitchen smallwares. Your freight, tax and installation costs may vary substantially depending on your Restaurant's location, configuration and local regulations.

6. POS and Computer Equipment. These estimates include the estimated costs for a complete point-of-sale ("POS") system, back of the house computer hardware and software, and all necessary guest check printers, credit card "swipe/read" terminals, printers, iPads and modems.

7. Signs. These amounts are estimates of your costs for exterior signs consisting of "channel" letters and "logo" signs as allowed by local ordinance. The cost of signs may vary significantly depending on the location of the Restaurant and local ordinance/zoning restrictions.

8. Pre-Opening Restaurant Lease Payments. An Old Chicago Restaurant will require approximately 5,000 square feet of floor space. If you lease a "warm shell" space, the rental rate will generally be between $20 and $35 per square foot. You will be responsible for completing the leasehold improvements to the space. Details about leasehold improvements are discussed in Note 3 above. This amount also includes three months of common area maintenance which can range from $6 to $8 per square foot.

9. Pre-Opening Insurance. You must purchase the required insurance coverage. The amounts shown in the chart represent a payment of three months of the total annual premium and include liquor liability insurance based on the operation of the Old Chicago Restaurants in the Houston, Texas area. Insurance costs may vary substantially depending on the insurer, the location of the Restaurant, the value of the equipment and improvements, and your claim history.

10. Opening Inventory. We estimate that the range given will provide sufficient inventory (food, beverages, and disposables) for opening your Restaurant. These amounts may vary according to your sales volume and the terms of approved local suppliers.

11. Security and Utility Deposits/Licenses. These amounts include the estimated security deposit (equal to one months' rent) and utility deposits. The actual amount of these deposits will vary depending on local landlord practices and other factors. Other permit and license fees will also vary depending on location and on whether applicable laws require the payment of occupational or other taxes for restaurants. Franchise taxes are not included.

12. Liquor License Costs. These amounts are the estimated cost of obtaining a license or permit from a state agency to sell alcoholic beverages in an Old Chicago Restaurant in the Houston, Texas area, but not the price to purchase a liquor license from an existing licensee in states that permit that practice. In some cities/markets, it may be necessary to purchase a liquor license. In our experience to date, the cost to obtain a liquor license will vary substantially, depending on the city and state in which the Restaurant is located, and the variety of liquor types being sold and can range from $15,000 to as much as $300,000 (including attorney's fees).

13. Opening Promotional Expenses. You must spend a minimum of $25,000 on opening promotional and marketing materials and activities. Approximately $8,000 to $10,000 of this amount will be paid to OCF or our designated supplier for menus and other opening promotions materials for your Restaurant. You will be invoiced for the amount owed OCF after the opening of your Restaurant.

14. Manager in Training Program Costs. These estimates reflect the cost of five trainees to attend and complete our specialized seven-week manager in training program ("MITP") for each of the first two Restaurants you open. The trainees will generally include your operating principal and your general manager, two assistant managers, and one kitchen manager ("Management Team"). Your operating principal is not required to attend MITP for the second Restaurant you open. The amounts include estimated out-of-pocket costs for meals, lodging, rental cars, and roundtrip airfare for your management trainees, and the salaries and benefits you may have to pay them. Our trainings are generally held at restaurant locations in Colorado or Kansas, but we may designate alternative locations at facilities in the Central, Southern or Western regions of the United States. Your cost will be greater depending on your costs for salaries and benefits and if your trainees incur additional travel expenses. Also included is the cost of the training materials provided to the trainees at training (currently not more than $50 per trainee). OCF will send you an invoice for training materials upon opening your Restaurant.

15. NRO Team Expenses. We will send you an invoice when you open your Restaurant.

16. Employee Salaries and Other Pre-Opening Costs. These amounts represent our best estimate of the range of costs involved in the "pre-opening" category. They reflect the pre-opening costs of salaries and benefits, travel expenses, moving, hiring, housing, uniforms, and training materials for your hourly and salaried employees, supplies, pre-opening advertising and menus, and other media materials and miscellaneous set up costs for cable and telephone. This estimate does not include the salaries and benefits of your employees while they attend the MITP (see Note 14).

17. Professional Fees. We strongly recommend that you hire a lawyer, accountant, or other professional to advise you on this Franchise offering. Rates for professionals can vary significantly based on area and experience.

18. Required Opening Date Extension Fee. The low estimated amount assumes you open on or before your Required Opening Date, and the high estimated amount assumes you incur this fee for eight weeks.

19. Additional Funds. The estimate of additional funds for the initial phase of your Old Chicago Restaurant is based on your staff salaries and miscellaneous startup operating expenses through the first three months of operation. This also includes the cost of free or reduced cost food that you will provide to the public and the staff during training. Our estimates are based on our experience, the experience of our affiliates, predecessors, and our current requirements for Old Chicago Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Old Chicago Franchise may be greater or less than the estimates given, depending upon the location of your Old Chicago Restaurant, and current relevant market conditions. The estimate of additional funds does not include an owner's salary or draw. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the initial phase of your business, which is defined as three months or a longer period if reasonable for the industry. We are not aware of any established longer reasonable period, so our disclosures cover a 3-month period. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience, and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items).

20. Figures May Vary. This is an estimate of your initial startup expenses for one Old Chicago Franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Old Chicago Franchise. Additional funds for the operation of the Old Chicago Franchise will be required after the first three months of operation if sales produced by the Old Chicago Franchise are not sufficient to produce positive cash flow. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

21. Area Developer. If you sign an Area Development Agreement for the development of multiple Old Chicago Restaurants, you will incur all costs listed above for each Old Chicago Restaurant that you open (except for the Development Fee and the IFF Deposit, which will be partially credited toward the Initial Franchise Fee for each Restaurant as explained in Item 5) and excluding the MITP training costs for the third and each subsequent Restaurant (these fees are only incurred for your first two Restaurants) and NRO Team expenses for the fourth and each subsequent Restaurant (these fees are only incurred for your first three Restaurants) unless you choose to utilize our trainers for the opening of additional Restaurants. This estimate includes the remaining balance of Initial Franchise Fees you will be required to pay for each Old Chicago Restaurant developed under the Area Development Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Old Chicago Restaurant according to our Restaurant System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Old Chicago Franchise under our specifications, which may include purchasing these items from: (i) our designees, (ii) approved suppliers, and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the Restaurant System.

Our confidential franchise operations manual ("Franchise Manual") states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Old Chicago Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Franchise Manual or through other written communication (including electronic communication such as email or through a system-wide intranet). You must follow the safety protocols with respect to food, employee, and guest safety contained in the Franchise Manual.

You must purchase, install, maintain in sufficient supply and use, only fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Franchise Manual or otherwise in writing.

We utilize proprietary food products and recipes and may continue to develop and own proprietary recipes. In order to protect their trade secrets and to monitor the manufacture, packaging, processing and sale of proprietary food products, we or our parent, SPB, or affiliates may: (i) manufacture, supply and sell proprietary food products to Old Chicago franchisees; and/or (ii) disclose the formula for methods and preparation of the proprietary food products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these proprietary food products to our precise specifications and sell these products to Old Chicago franchisees. You must purchase the proprietary products we or our affiliates develop from time to time, pursuant to secret recipes or formulas, and purchase them only from us or a third party who we have licensed to prepare and sell the products. All nonproprietary ingredients, beverage products, cooking materials, containers, cartons, bags, menus, napkins, other paper and plastic products, utensils, uniforms, and other supplies and materials used in your Restaurant must strictly conform to our reasonable specifications and quality standards. Certain products such as plates, cups, boxes and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks. Generally, you will order these products from us or our parent, SPB, and we will procure these items on your behalf from our approved suppliers.

We are the sole approved supplier of training materials, menu designs, promotional item designs, support and services provided to our franchisees. We also provide training services both directly and through third party providers. We, our parent, and our affiliates reserve the right to become approved suppliers of any product or service including proprietary food products and nonproprietary products.

You must at all times maintain an inventory of approved food products, beverages, ingredients and other products in sufficient quantities and variety to realize the full potential of your Restaurant. You must only use our approved supplier of soft drink syrups and may be required to enter into a franchisee participation agreement with our approved supplier. You must use the menus and menu boards that we designate and serve meals and products in the manner we designate.

You must comply with the Supply Chain Management System software used to manage product quality and product inventory at each Restaurant. You must use an approved supplier for these services, and you must pay SPB on behalf the supplier.

You must use the computer hardware and software, including the POS system that we periodically designate to operate your Old Chicago Franchise. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify. You will pay SPB on behalf of some of these suppliers.

You must obtain the insurance coverage required under the Franchise Agreement. All insurance policies will be written by licensed and qualified carriers with a rating of "A" or better by A. M. Best & Company, Inc. and otherwise reasonably acceptable to us and will include, at a minimum (except as additional coverages and higher policy limits may be specified by us from time to time), in accordance with

standards and specifications set forth in writing, the following: (a) comprehensive commercial general liability insurance, providing coverage on an occurrence form basis, with limits of not less than $1,000,000 each occurrence for bodily injury and property damage combined, $2,000,000 annual general aggregate, and $2,000,000 products and completed operations annual aggregate; (b) "all risk" insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage under the ISO "Special Causes of Loss" form, for the full replacement value of all your property or equipment of any nature located at, on, in, or about the Restaurant, or in any way used in the operation of the Restaurant, including all contents, awnings, signs, and glass with deductibles acceptable to us; (c) "umbrella" policy providing per occurrence coverage limits of not less than $5,000,000; (d) workers' compensation insurance, if required by applicable law, in amounts specified by applicable law; I employee practices liability insurance with minimum per occurrence coverage of at least $1,000,000; (f) business interruption insurance to cover your loss of revenue and ongoing expenses and to cover any amounts owing to us under the Franchise Agreement (including, in the case of a casualty loss, the Royalty Fees, Brand Fund Contributions and other fees and payments we would have received had the casualty loss not occurred) or any other agreement between you and us or our Affiliates, in the amount specified by us in the Franchise Manual or otherwise in writing for a minimum period of time as designated by us; (g) trade name restoration, loss of business income and incident response insurance for food poisoning or food-borne illness incidents at the Restaurant or any Old Chicago Restaurant with coverage limits of at least $500,000 per location/incident for at least 18 months; (h) automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than $1,000,000 with combined single limit per occurrence for bodily injury and property damage; (i) any additional insurance which may be required by us, with limits not less than the amounts specified by us; and (j) any insurance which may be required by statute or rule of the state or locality in which the Restaurant is located. The insurance company must be authorized to do business in the state where your Old Chicago Restaurant is located and must be approved by us. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties. Your policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice.

Purchases from Approved Suppliers

Each supplier and distributor must demonstrate to our satisfaction that it can meet all standards, specifications, and requirements and has adequate capacity to supply our franchisees' quantity and delivery needs, which may mean the ability to supply all franchisees in the Restaurant System. We will provide you with a list of our designated and approved suppliers in our Franchise Manual. When approving a supplier, we take into consideration the system as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for services and products that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service or supplier and you may incur costs of testing. You or the supplier will reimburse us for all costs that we incur in the testing and approval process.

We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality and consistency of services, including use of name brands; (3) production and delivery capability, including economies of scale achieved by larger volume and new product development capability; (4) proximity to Old Chicago Franchises to ensure timely deliveries of the product or service; (5) the dependability of the supplier; and (6) other factors. The quality assurance requirements of suppliers are set forth in the Franchise Manual which suppliers must agree to before being approved, and

which may include the supplier being required to sign a supplier agreement with us. We do not anticipate making aspects of our supplier approval process (other than the general criteria above) available to you. We may make our specifications available to approved suppliers, but our specifications are not available to you. Suppliers are required to share shipping, distribution and all other information with us. We may periodically re-inspect approved suppliers' facilities and products and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications, which we may change at any time. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

We estimate that approximately 95% of purchases required to open your Old Chicago Restaurant and 90% of purchases required to operate your Old Chicago Restaurant will be from us or from other approved suppliers or under our specifications. We, our affiliates, and our parent may receive rebates from some suppliers based on your purchase of products and services, and we have no obligation to pass them on to our franchisees or use them in any particular manner. You will order designated products, services, merchandises and other items for your Restaurant through us or through our parent company, SPB, and we or SPB will procure these items on your behalf through our approved or designated providers. We do not mark-up the cost of these items, but we or our parent, SPB, may receive rebates, special pricing, and/or other material benefits as a result of our agreements with these suppliers. We may designate an alternative supplier or affiliate through which you order the products and services you utilize in the operation of your Old Chicago Restaurant.

SPB has multiple agreements where rebates are received from approved suppliers covering including items such as fountain beverage, chemical, paper, and food products. These rebates can range from 0.5% to 3% of the total cost of purchases for these products and services by Old Chicago Restaurants and other affiliate-owned and franchised restaurants within the SPB or its affiliate's systems (the "SPB Brands"). SPB will have complete discretion in how these funds will be utilized. The funds are not accounted separately for each SPB brand and may be reflected solely as a reduction to the cost of goods sold by SPB Brands' affiliate-owned businesses. Except for their interests in SPB and OCF, none of our officers own an equity interest in any of our suppliers. We or SPB may negotiate additional purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we or SPB may receive additional rebates or volume discounts from our purchase of equipment and supplies that we resell to you.

In the fiscal year ended January 3, 2021, we did not derive any revenue from the sale of products and services to our franchisees. SPB, through funds originally collected by Taproom, derived approximately $80,000 from sales of products and services to our franchisees out of its total revenues of $218,203,000. Such sales represent approximately .04% of our total revenues for fiscal year ending January 3, 2021. This revenue is primarily related to training and support services provided to our franchisees and is a direct offset for training expense incurred during new restaurant openings. In the fiscal year ended January 3, 2021, other than our parents Taproom and SPB, our affiliates did not derive revenue from sales of products and services to our franchisees.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation		Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Article 2 of Franchise Agreement	Items 8 and 11

Obligation		Section in Agreement	Disclosure Document Item
b.	Pre-opening purchases/leases	Articles 8, 9 and 12 of Franchise Agreement	Items 5, 7, 8 and 11
c.	Site development and other pre-opening requirements	Articles 2 and 12 of Franchise Agreement	Items 6, 7, 8 and 11
d.	Initial and ongoing training	Article 6 of Franchise Agreement	Items 6 and 11
e.	Opening	Articles 2 and 6 of Franchise Agreement	Items 7 and 11
f.	Fees	Articles 1, 3, 4, 6, 10, 12, 16, and 17 of Franchise Agreement and Article 5 of Area Development Agreement	Items 5 and 6
g.	Compliance with standards and policies/Franchise Manual	Article 13 of Franchise Agreement	Items 11 and 14
h.	Trademarks and proprietary information	Article 11 of Franchise Agreement	Items 11, 13 and 14
i.	Restrictions on products/services offered	Article 9 of Franchise Agreement	Items 8 and 16
j.	Warranty and customer service requirements	Article 8 of Franchise Agreement	Item 8
k.	Territorial development and sales quotas	Articles 2 and 3 of Area Development Agreement	Item 12
l.	Ongoing product/service purchases	Article 9 of Franchise Agreement	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Articles 2 and 8 of Franchise Agreement	Items 8 and 11
n.	Insurance	Article 16 of Franchise Agreement	Items 7 and 8
o.	Advertising	Article 10 of Franchise Agreement	Items 6, 8 and 11
p.	Indemnification	Article 19 of Franchise Agreement and Article 11 of Area Development Agreement	Item 6
q.	Owner's participation/management/ staffing	Articles 5 and 8 of Franchise Agreement and Article 13.2 of Area Development Agreement	Items 1, 11 and 15
r.	Records and reports	Article 15 of Franchise Agreement	Item 6
s.	Inspections and audits	Article 15 of Franchise Agreement	Items 6, 8 and 11
t.	Transfer	Article 17 of Franchise Agreement and Article 7 of Area Development Agreement	Items 6 and 17
u.	Renewal	Article 3 of Franchise Agreement	Items 6 and 17
v.	Post-termination obligations	Article 22 of Franchise Agreement and Articles 4 and 8 of Area Development Agreement	Items 6 and 17
w.	Non-competition covenants	Article 14 of Franchise Agreement and Article 8 of Area Development Agreement	Item 17

Obligation		Section in Agreement	Disclosure Document Item
x.	Dispute resolution	Article 25 of Franchise Agreement and Article 10 of Area Development Agreement	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases, or other obligations.

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

Except as listed below, OCF is not required to provide you with any assistance.

Pre-opening Obligations

Before you open your Old Chicago Restaurant, we (or our designee(s)) will provide the following assistance and services to you:

1. Provide our written site selection guidelines and criteria via digital media and/or download, and the site selection assistance we decide is necessary. Additional information on-site selection is disclosed below in the "Site Selection" section of this Item (see Franchise Agreement, Article 2.2).

2. Evaluate the proposed site for your Restaurant, including an on-site visit to the proposed site, and designate your Protected Area (see Franchise Agreement, Articles 1.3 and 2.2).

3. Review the conceptual design package and final construction drawings for your Restaurant and provide a pre-opening on-site visit to your Restaurant to ensure compliance with the design plans and our trade dress standards (see Franchise Agreement, Articles 2.6 and 2.7).

4. If you are constructing the Restaurant building, we will loan to you the standards and specifications for the construction of a prototypical Old Chicago Restaurant. If you are converting an existing building or an end cap space, we will provide design assistance in site adapting including review of a conceptual design package (see Franchise Agreement, Article 2.6). The conceptual design drawings shall include a minimum of site plan, seating plans, kitchen equipment layout plan, and exterior elevation drawings with exterior sign recommendations, along with physical samples of any proposed finishes that are not prototypical.

5. Loan to you one copy of the Franchise Manual electronically (see Franchise Agreement, Article 13). The Franchise Manual contains approximately 950 pages. A copy of the table of contents to the Franchise Manual is attached to this Franchise Disclosure Document as Exhibit D.

6. Provide a list of our approved and designated suppliers, vendors and consultants (see Franchise Agreement, Article 9).

7. Provide the MITP for your operating principal or your Management Team (a total of five individuals) for your first Restaurant; and for your second Restaurant, we will provide the MITP for the Management Team (a total of four individuals) of each Restaurant. For each subsequent Restaurant you open, you will conduct the MITP for the Management Team of the Restaurant at your approved training

restaurant ("Approved Management Training Restaurant") (see the "Training" section below for additional information). For attrition and replacement Management Team members before you are approved to provide your own training, we may charge you a reasonable fee for the MITP (see Item 6). You will pay all costs associated with the attendance of your personnel at the MITP, including travel expenses, salaries, and benefits (see Item 7 and Franchise Agreement, Article 6). Additional information on training is disclosed below in the "Training" section of this Item.

8. Provide on-site pre-opening and opening assistance at the Restaurant by the NRO Team if the Old Chicago Restaurant is one of your first three Restaurants (see Franchise Agreement, Article 6.4).

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing Old Chicago Restaurants.

Site Selection

You will select the site for your Restaurant. We do not select your site for you. Before leasing or purchasing the site for the Restaurant, you must submit to us, in the form we specify, a description of the site, together with the financial and other information and materials prepared or acquired by you that we require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. Before you sign the Franchise Agreement, you must obtain all of the financial and other information and materials, and the architectural and other approvals required by us ("Site Information") and submit all of the Site Information for the proposed site to us. We will review the Site Information, evaluate the proposed site and the surrounding market area, make an on-site visit to the proposed site, and if applicable, issue a no-objection letter. You must purchase or lease, at your expense, the site for the Restaurant within 60 days after we complete our evaluation and issue a no-objection letter; any lease that is to be signed may require you (or your owner(s) and each such person's spouse) to sign a personal guaranty. We generally do not own and/or lease the premises to you.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Our current site selection guidelines include evaluating the market area including the general area and neighborhood, determining population and drive time to the Restaurant, median income of the market area, and the general layout of the Restaurant and patio and other physical characteristics sizes. We will make on-site visits to the proposed site at our expense. After the initial on-site evaluations of your Restaurant, if we find further on-site visits are still necessary or if you reasonably request it, we or our designee will make additional on-site visits. We will make an on-site visit to your Restaurant just before your scheduled opening date to determine that the approved design plans were followed by the contractor and that the Restaurant's premises have been substantially completed. There is no charge to you for this visit.

Although we will consult with you on your site, you have the ultimate responsibility in choosing, obtaining, and developing the site for your Restaurant. We do not provide assistance with conforming your Restaurant to local ordinances and building codes, obtaining any required permits, and/or constructing, remodeling or decorating your Restaurant.

You are solely responsible for selecting the site of each of your Old Chicago Restaurants under the Area Development Agreement which will be subject to our review and acceptance. We do not locate sites for you. For each Old Chicago Restaurant opening, other than your first under the Area Development Agreement, you must sign the then-current Franchise Agreement upon the earlier of the acceptance of the site of the Old Chicago Restaurant or 270 days before your development obligation date. In evaluating a proposed site, we consider such factors as general location and neighborhood, population and drive time to the Restaurant, median income of the market area, the general layout of the Restaurant and patio and other physical characteristics. Before leasing or purchasing the site for your Old Chicago Restaurant, you must submit to us, in the form we specify, a description of the site, with other information and materials we

reasonably require. Upon receiving the proposed site information, we will review the information and either accept or reject the proposed site. If we do not accept your proposed site within 14 days after your submission (or 14 days after you provide any supplemental information requested), the site will be deemed rejected. If we cannot agree on a site, we have the right to terminate your Franchise Agreement. Once a site is accepted, you will have 60 days to procure the approved site/lease. The signed lease must be submitted to us within ten days of execution. You will open and commence business at each Restaurant within 270 days after the effective date of your Franchise Agreement unless your Development Agreement or another written agreement specifies a different Required Opening Date. The development schedule for the opening of each of your Restaurants is identified in Attachment B to the Area Development Agreement and requires adherence.

Schedule for Opening

The typical length of time between signing a Franchise Agreement and opening the Restaurant will be approximately 270 days. Some factors which may affect this timing are your ability to obtain a location through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory, and the time to convert, renovate or build out your Restaurant. You may not open your Restaurant until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) you have completed all initial training programs to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums we request; (5) you notify us that all approvals and conditions stated in the Franchise Agreement have been met; and (6) you have received all required permits and licenses. You must be prepared to open and operate your Restaurant immediately after we state your Restaurant is ready for opening.

If you are an Area Developer, you must sign your first Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Old Chicago Restaurant under an Area Development Agreement is the same as for a single Old Chicago Restaurant. Each additional Old Chicago Restaurant you develop must be opened according to the terms of your Development Schedule. The site selection and approval process for each Old Chicago Restaurant under an Area Development Agreement is the same as that for a single Old Chicago Restaurant and will be governed by the Franchise Agreement signed for that location.

The Franchise Agreement requires you to open the Restaurant and begin business within 270 days after you sign the Franchise Agreement unless your Development Agreement or another written agreement specifies a different Required Opening Date. The Development Schedule for the opening of each of your Restaurants is identified in Attachment B to the Area Development Agreement. If your Old Chicago Restaurant is not open for business by the Required Opening Date, then you may request, in writing, up to two 30-day extension periods to open the Restaurant, not to exceed 60 days from the Required Opening Date in total. We may grant or deny the extension request(s) in our discretion. If we grant an extension, you must pay us a non-refundable amount equal to $1,500 for each full or partial week after the Required Opening Date until your Restaurant is open for business. If you are not able to open your Restaurant by the Required Opening Date or the end of any extension period(s) we may grant, we have the right to terminate your Franchise Agreement.

<u>Continuing Obligations</u>

During the operation of your Old Chicago Restaurant, we (or our designee(s)) will provide the following assistance and services to you:

1. Visits to, and evaluations of, the Restaurant and the food, products, and services provided at the Restaurant (see Franchise Agreement, Article 7).

2. Advertising and promotional materials for use in marketing and conducting local advertising for the Restaurant. The costs for the creative design work for all local marketing programs will be paid from the Brand Fund. You will pay the printing or placement costs for the local promotions. The creative design and printing costs for national point-of-sale promotion materials and other required marketing may be covered by the Brand Fund (see below in this Item and Franchise Agreement, Article 7).

3. Training programs and seminars and other related activities regarding the operation of the Restaurant (see below in the "Training" section of this Item and Franchise Agreement, Article 6).

4. Update the Franchise Manual as necessary (see Franchise Agreement, Article 7).

5. Update the list of approved and designated suppliers as necessary (see Franchise Agreement, Article 7).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

1. Modify, update, or change the Restaurant System, including the adoption and use of new or modified trade names, trademarks, service marks, or copyrighted materials, new products, new equipment, or new techniques.

2. Make periodic visits to the Restaurant for the purpose of assisting in all aspects of the operation and management of the Restaurant, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Restaurant, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges.

3. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice.

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Old Chicago franchisees.

Advertising

Brand Fund

We have established a system-wide fund for marketing, developing and promoting the System, the Marks, and Old Chicago Restaurants ("Brand Fund"). You must pay 2% of your monthly Gross Sales to the Brand Fund ("Brand Fund Contribution") at the same time you pay your Royalty Fee. Your contribution to the Brand Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Affiliate-owned outlets do not contribute to the Brand Fund.

The Brand Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund will not be in a separate bank account, but we will maintain a separate ledger for the Brand Fund.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional, or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, website development and search engine optimization, the development of technology for the Restaurant System, and any other purpose to promote the Old Chicago brand. We may reimburse ourselves, our authorized representatives, or our affiliates from the Brand Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes, and all other direct or indirect expenses associated with the programs funded by the Brand Fund. The position of Franchise Marketing Coordinator was created to assist with the local marketing needs of Old Chicago franchisees. The Brand Fund currently pays the salaries and benefits of this position. The Brand Fund may also pay salaries or contribute to overhead for any of our employees or contractors that we provide marketing, technology or other services to promote the Old Chicago brand.

We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement indicating "Franchises Available," or similar phrasing, or include information regarding acquiring a Franchise on or as a part of materials and items produced by or for the Brand Fund.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct, or administer the Brand Fund. Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. We will provide an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year upon written request.

During our most recent fiscal year ended January 3, 2021, the Brand Fund was spent as follows: 5% on production costs and 95% on administrative costs. Neither we nor our affiliate(s) receive payments for providing products or services to the Brand Fund.

Local Advertising

In addition to the Brand Fund Contributions, you must spend a minimum of 1% of your Gross Sales on local advertising annually ("Local Advertising Requirement"). If you fail to spend the Local Advertising Requirement, you will pay the difference to the Brand Fund. You agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways, and other promotions issued by other Old Chicago franchisees under any such program, so long as such compliance does not contravene any applicable law, rule, or regulation. You will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Old Chicago Restaurants. We receive the full value of all gift card/certificate sales and will reimburse you for the value of goods redeemed, as described more fully in the Franchise Manual. In our discretion, any excess funds and/or breakage may be moved to our or our affiliate's operating account and treated as income. You will not issue coupons or discounts of any type except as approved by us.

Marketing Resources, Pre-Approvals for Marketing Materials, and Internet Marketing

You must order sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing materials without obtaining our prior written approval. If you desire to use your own marketing materials, you must obtain our prior approval, which

may be granted or denied in our sole discretion. We will review your request, and we will generally respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks, and other name identification materials must follow our approved standards. You may not use our logos, Marks, and other name identification materials on items to be sold or services to be provided without our prior written approval. If you use unauthorized advertising materials, you must pay a fee of $500 per occurrence to the Brand Fund. You must provide us with an advertising expenditure report on a yearly basis to show that you have complied with your Local Advertising Requirement.

If you wish to advertise online, you must follow our online policy, which is contained in our Franchise Manual. Our online policy may change as technology and the internet changes. Under our online policy, we may retain the sole right to market on the internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page.

You are not required to participate in any local or regional advertising cooperative.

Grand Opening Promotion

You must plan and carry out a grand opening promotion for the opening of the Restaurant approximately 45 days before the opening and 45 days after opening according to our established programs and the Franchise Manual. You must spend at least $25,000 on advertising and promoting the opening of the Restaurant. This includes approximately $8,000 to $10,000 which will be paid to us, our parent, or our designated supplier for menus and opening promotional materials for your Restaurant (see Item 5). We must approve any advertising items and methods you use for the grand opening promotion. Any amount you pay for the grand opening promotion will not be credited toward any of your other local advertising obligations.

Advisory Council

We have established an advisory council ("Council") to advise us on advertising policies. Members of the Council consist of both franchisees and corporate representatives. The Council is governed by bylaws. Members of the Council are selected by way of a voting method specified in the Council's bylaws. The purpose of the Council is to provide input regarding the Brand Fund and to promote communications between us and all Franchisees. The Council serves in an advisory capacity only. We have the power to form, change, or dissolve the Council, in our sole discretion.

System Website

We have established a website for Old Chicago Restaurants ("System Website"). We intend that any franchisee website will be accessed only through our System Website.

We have the right to use the Brand Fund's assets to develop, maintain and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may implement and periodically modify Restaurant System standards relating to the System Website.

We are only required to reference your Old Chicago Restaurants on the System Website while you are in full compliance with your Franchise Agreement and all Restaurant System standards.

Computer Equipment and Software

You must obtain and maintain a computerized or electronic POS cash register system that meets our specifications for each of your Restaurants. Currently, you are required to purchase POS terminals and kitchen display system monitors. The exact number of devices will depend on individual store layouts and needs. Additional peripherals, including table ordering tablets, are currently not available and not required at this time. We require you to use the hardware and POS systems that are approved and certified by us as contained in our Franchise Manual. We also require that you use the inventory, purchasing, forecasting, scheduling, and learning management solutions that we require in the Franchise Manual. We require that you use the online ordering, loyalty, reservation/table management and music service solutions that we require in the Franchise Manual. You will use iPads, or other comparable devices, to maintain all training material, resource material, recipes, and specifications. They may also be needed for inventory, ordering, and in-house audit work. Ordering may also include third-party order platforms such as DoorDash and Grubhub. The number of devices vary by location based on number of employees, facility configuration, etc. You must allow us to establish and maintain communication with your electronic POS cash register and computer system via a high-speed internet connection to retrieve information regarding sales data, financial data, and POS configuration information. This equipment and related software must be purchased and installed according to our specifications. Except for the proprietary software described above in this Item, the hardware and software are not proprietary to us and may be purchased from any third-party supplier we approve. This cost generally ranges from $40,000 to $50,000 (see Item 7). You are required to install, maintain and patch only approved security internet and firewall devices that meet our security standards and requirements and agree to periodic review and audit by either or internal team or a contracted third-party. This could include configuration validation and/or penetration testing.

You must maintain, upgrade, and update your computer hardware, software, and Internet service providers or other communications system during the term of the Franchise Agreement as we require, at your expense. We may revise our specifications for the computer system periodically. You must upgrade or replace your computer system at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation. The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will range between $4,000 and $6,000, but this could vary (as discussed above). We can specify your computer, information, and communications systems, and may require you to utilize specified Internet service providers or communications software. You must protect yourself from viruses, computer hackers, and other computer-related problems. In addition to offering and accepting Old Chicago gift cards and loyalty cards, you must use any payment vendors and accept all payment methods that we determine.

You will also use designated third-party suppliers for certain technologies, maintenance and support of your computer and POS systems. You will pay SPB monthly fees on behalf of third-party suppliers ("Third-Party Technology Fees"), currently $775 per month. These amounts are subject to change due to additional level or scope of services provided.

We require that you use one of our approved ASV and QSA services for network scanning and PCI certification services. We require that you use only approved credit card processors and security solutions (network services, anti-virus software, etc.) to protect customer and employee data. Franchisees are required to maintain PCI compliance in accordance with the rules specified at https://securitystandards.org. If you are unable to maintain these protections and controls independently, we may, in our discretion, allow you to use a PCI compliant managed service or service provider, or comply through alternative means specified in the Franchise Manual.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your Franchise and to collect and use your electronic information and data in any manner, including to promote the Restaurant System and the sale of Franchises. This may include posting financial

information of each franchisee on an intranet website. You must provide us with any codes, passwords and information necessary to access your computer network. You must receive our prior approval before changing such codes, passwords and other necessary information. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your computer system remotely, in your Restaurant or from other locations.

Training

Manager in Training Program

At least 12 weeks before the date your first Restaurant begins operation as an Old Chicago Restaurant, your operating principal and your Management Team must attend and successfully complete our seven-week MITP, and at least 12 weeks before your second Restaurant begins operations, the Management Team for the second Restaurant must attend and complete to our satisfaction the MITP. Franchisee owners may also attend, at their option, all or a portion of this training. You will pay us $50 per attendee for electronic and digital training materials. We will provide instruction for our MITP for those persons listed above for no additional fee, except that you must pay all expenses your operating principal or your personnel incur to attend, including travel expenses, salaries, and benefits. Each of your managers and other employees we designate must also be ServSafe certified (or certified through a similar program) for food and/or alcohol. ServSafe is a widely recognized and accepted food safety regulatory body administered by the National Restaurant Association. To be ServSafe certified means to have completed ServSafe's applicable training program(s).

For the third and each subsequent Franchise Agreement you sign under the Area Development Agreement, you will, at your expense, conduct the MITP we require for the general manager, kitchen manager, assistant managers, and for any replacement operating principal, general manager, kitchen manager, or assistant manager in your Approved Management Training Restaurant. The Restaurant you designate to be a training restaurant must successfully pass a brand standard audit to be conducted by either a senior member of the Old Chicago training department or by a franchise business consultant. You will designate one member of your Management Team to be your training manager. Under certain circumstances, you may designate an operations officer to attend the MITP in place of your operating principal. If that is the case, the references in this Franchise Disclosure Document to the operating principal attending training will mean your operations officer. Your designated training manager and MITP instructors must participate in a two-week training program and be certified by us before you can conduct the MITP at your Approved Management Training Restaurant. The two-week training program will be conducted in one of our approved training restaurants at no charge. Although we do not currently do so, in the future we may charge a reasonable fee for any MITP we provide to any initial or replacement general manager, kitchen manager, assistant managers, or any other personnel for your additional Old Chicago Restaurants, if we have not approved you to provide that training (see Item 6). You must pay for all expenses you or your personnel incur to attend any MITP or certification training, including travel expenses, salaries, and benefits.

The MITP, which is described in more detail in the chart below, includes classroom training, instruction at training facilities, and hands-on training in an operating Old Chicago Restaurant. We, or our designee, will provide the seven-week MITP for the personnel described above for each of your first two Old Chicago Restaurants in one of our approved training restaurants. The MITP is conducted by our specialized training staff. Our MITP instructors will have a minimum of one year of experience in restaurant management and training. Your Management Team will work directly under the supervision of the approved training restaurant's general manager and the training manager for the Old Chicago concept. This training will be provided at a time (subject to space availability in our regularly scheduled classes) that we choose at one of our approved training restaurants and will last for approximately seven weeks.

Whether we or you provide the MITP, we will determine whether each of your trainees has satisfactorily completed the MITP. If your operating principal, general manager, kitchen manager, or assistant managers fail to satisfactorily complete the MITP, or if we determine that these persons cannot satisfactorily complete the MITP, or if a certified operating principal, general manager, kitchen manager, or assistant manager leaves his or her position at any of your Old Chicago Restaurants, you must designate a replacement who must promptly attend and satisfactorily complete the MITP within ten weeks of starting work. You will not receive any compensation or reimbursement for services or expenses for participation in the MITP.

At your request, we will provide all or part of the MITP to the additional or replacement personnel you designate at our then-current standard per diem fees for training, as well as all applicable travel expenses (see Item 6), subject to the space available in our regularly scheduled training classes and the availability of our training personnel. You also must pay for all expenses you and your trainees incur for any training program, including salaries and benefits and, if applicable, travel expenses.

Your operating principal, general manager, kitchen manager, and assistant managers must attend refresher or additional training programs and seminars during the term of the Franchise Agreement. For all of these programs and seminars, we will provide the instructors and training materials. We currently do not charge any fees for additional training programs and seminars, but we may do so in the future. If we subsequently decide to charge fees for additional training or seminars, your costs will be consistent with the costs disclosed in Item 6 for additional training and remedial training. You must pay for all expenses, including travel expenses, salaries, and benefits, that your attendees incur, as well as the cost of the training materials we give them during any additional or refresher training. There is no schedule for additional or refresher training. We will provide these programs and seminars in our discretion. If we conduct an inspection of your Restaurant and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies.

The instructional materials used in our MITP consists of online learning modules (known as "eLearnings") and tool box cards ("Tool Box Cards") covering standard operating procedures, management, menu and products, equipment, security and loss prevention, financial management, personnel management, front and back of the house, marketing, safety and sanitation, bar code, all computer-based programs that support operations and cost control, and required forms. We also may use various classroom modules and videos to supplement the Tool Box Cards. A copy of the table of contents to the Franchise Manual and Tool Box Cards are attached to this Franchise Disclosure Document in Exhibit D. The Tool Box Cards applicable to the MITP total approximately 1,074 pages. The Tool Box Cards are in an exclusively electronic format and will require you to access the document through the internet or through an intranet created and supported by us.

Old Chicago Restaurants feature state-of-the-art training platforms. iPads are used extensively throughout the Restaurant, and currently all feature the Restaurant on Schoox. Schoox is a Learning Management System (LMS) that allows all recipes and specs to be available at any time (due to the cloud-based platform, all materials are updated in real time and no out-of-date materials are in the Restaurants). The LMS also contain all employee training materials and all management reference. Access to outside sites is limited, but allows operators the ability to complete inventory, order from outside purveyors, and complete inspections.

Old Chicago Restaurants uses a hybrid "e-learning/hands-on" training program that utilizes an LMS platform. This affords us the ability to ensure that all standards and processes are trained uniformly throughout the Restaurant System, while still maintaining opportunities for demonstration, hands-on training, feedback, and questions. A key example of this program is the advanced beer training that all managers and employees must complete. This program is a 12-section, self-paced training program. It is a combination of video and slides leading the trainee through all of the nuances of beer ingredients, flavor

profiles, styles, method of pouring, glassware, and more. It is equal to the training one would receive to be awarded Server Cicerone status, and also provides information specific to the Restaurant System.

We plan to provide the training listed in the table below.

MITP TRAINING PROGRAM

Subject[(1)]	Hours of Classroom Training[(1)]	Hours of On-the-Job Training[(1)]	Location[(2)]
HOH Hourly Training	5	140	Approved Training Restaurants Nationwide
FOH Hourly Training	10	44	Approved Training Restaurants Nationwide
Management Training – (Running a Shift)	7	137	Approved Training Restaurants Nationwide
RISE Class – Recruiting and Interviewing	1	2	Approved Training Restaurants Nationwide
Situational Leadership Class	5.5	0	Approved Training Restaurants Nationwide
Inventory, Ordering, Receiving	1	10	Approved Training Restaurants Nationwide
Product Specs & FACTing	1.5	9	Approved Training Restaurants Nationwide
Total	31	342	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the MITP.

2. We have approved training restaurants located in several cities across the United States. Our trainings are generally held at our affiliate's restaurant locations in Colorado or Kansas, but we may designate alternative locations at facilities at other Old Chicago restaurants. These facilities will generally be located the Central, Southern or Western regions of the United States.

3. Courtney Flynn currently oversees our training program to which he brings more than 21 years of management experience and 3 years with us or an affiliate.

New Restaurant Opening Team

We require you to have a NRO Team of our trained and certified (if applicable) representatives at the Restaurant for four weeks before you open your third Old Chicago Restaurant. The NRO Team will implement the Restaurant System and provide on-site pre-opening and opening training, supervision, and assistance. We determine the members of the NRO Team, which generally includes a NRO trainer, a "Heart of the House" ("HOH") lead NRO trainer, a HOH kitchen training team consisting of nine certified trainers, a "Front of the House" ("FOH") lead NRO trainer, and a FOH training team consisting of nine certified trainers.

We will provide our NRO Team for the opening of your first three Restaurants. Our NRO Team will have generally have a minimum of two years' experience in training and with the Restaurant System. You will pay the expenses for our NRO Team (as discussed in Item 5). The expenses we incur to provide any NRO Team members will include the travel expenses, salaries, and benefits for any members of the NRO Team we provide. These costs and expenses will vary, depending on the number of personnel providing the assistance, and the travel expenses and other costs incurred by the NRO Team members to travel to and provide opening assistance at your Restaurant.

Our NRO Team for your third Restaurant will support your NRO Team and will consist of a smaller group of trainers. You must supply your NRO Team members for the opening of your fourth and additional Restaurants. If at any time you do not or cannot provide team members for the opening of your fourth and additional Restaurants, you should provide NRO Team members from your other Restaurants or elsewhere within your organization. In the event you are not able to supply your NRO Team members, we can provide team members to fill the remaining positions on the NRO Team, at your expense. If we schedule your opening and the Restaurant is not ready to open as scheduled, you must pay for the costs to change travel arrangements for the entire NRO Team, and all related expenses.

Currently, we plan to provide the NRO training listed in the table below at your Restaurant:

NRO TRAINING PROGRAM

Subject[(1)]	Days Before Restaurant Opening	Hours of Classroom Training[(1)]	Hours of On-the-Job Training[(1)]	Location
NRO opening and lead trainer arrive	11 - 12	0	0	Your Restaurant
Remaining trainers arrive	11	0	4	Your Restaurant
Orientation, NRO trainers Restaurant setup, All Staff Orientation	10	0	8	Your Restaurant
Restaurant setup, food preparation training, Aloha, Serve Safe Alcohol, Food Safety & Menu training, Video Based Training	8 - 9	0	8	Your Restaurant
Job specific training, menu tasting (2 identical sessions –one AM and one PM), prep and dough training in the morning, host and bar training in the afternoon training, servers and cook training	5 - 7	0	18	Your Restaurant
Mock dining with staff, bar practice session, mock session with public featuring complimentary (or reduced cost) food and drinks	4	0	12 - 18	Your Restaurant
Live ticketing training	2 - 3	0	14	Your Restaurant

Subject[(1)]	Days Before Restaurant Opening	Hours of Classroom Training[(1)]	Hours of On-the-Job Training[(1)]	Location
Final pre-open inventory completed; optional manager meeting	1	0	0	Your Restaurant
Total	52 - 57	0	64 - 70	

You will designate a charity to donate any monies received at the soft openings of your Restaurant. We reserve the right to vary the length and content of the NRO training based upon the experience and skill level of the franchisee and other factors. For any additional pre-opening, opening, or other training or assistance you request, and any similar assistance that we provide to any additional or replacement Restaurants, you will pay us the current per diem fee then being charged to franchisees for trained representative assistance, and reimburse us for any related expenses incurred, such as travel expenses, salaries, and benefits.

As described above, we are responsible for the training provided to you and your employees. However, we do not hire, or assist you in hiring, any employees who may or may not participate in any of our training programs.

ITEM 12
TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right to operate an Old Chicago Restaurant at a single location that you select and we approve. Attachment A-1 to the Franchise Agreement lists the specific street address of the Restaurant location. If you have not identified an accepted location for the Restaurant when you sign the Franchise Agreement, as is typically the case, you and we will agree on the accepted location in writing and amend the Franchise Agreement after you select and we accept the location. You are not guaranteed any specific approved location and you may not be able to obtain your top choice as your approved location. You must operate the Restaurant only at this location and may not relocate the Restaurant without first obtaining our written consent. Our current relocation site guidelines include evaluating the market area including the general area and neighborhood, determining population and drive time to the Restaurant, median income of the market area, and the general layout of the Restaurant and patio and other physical characteristics sizes. You may not establish or operate another Restaurant unless you enter into a Franchise Agreement for the Restaurant.

You will be given a "Protected Area," which will also be described in Attachment A-1 to your Franchise Agreement by boundary streets or highways, city limits or county line boundaries, by an area encompassed within a radius of a specific distance (or a range of distances), or by any other method we choose. We will determine the Protected Area before you sign the Franchise Agreement, based on various market and economic factors such as an evaluation of market demographics, the market penetration of the Restaurant System and similar businesses, the availability of appropriate sites and the growth trends in the market. The Protected Area will typically be a one-mile radius around your Restaurant. We may not grant you this right if your Restaurant is located in a metropolitan area (areas in which the population during any 24-hour period exceeds 50,000 persons per square mile). In addition, we may not grant you this right if your Restaurant will be located in a non-traditional location such as an airport, hotel, convention center, sports arena or stadium, college campus, amusement park, within the premises of another business or a similar venue. If your restaurant in located in a metropolitan area or non-traditional location, your territory may be limited to the Restaurant premises. You are not prohibited from directly marketing to or soliciting customers whose principal residences are outside of your Protected Area so long as you follow the policies

and procedures in the Franchise Manual. 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.

You are not prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Protected Area. You must follow our off-site policies and procedures in our Franchise Manual, which may require you to provide catering and delivery services and/or utilize third-party delivery services. These policies may change over the term of the Franchise Agreement. You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our approval. You will be responsible for costs and fees charged by any third-party delivery service platforms. You are not guaranteed any specific territory or area for catering or delivery. We may require you to discontinue catering or delivery services. Our delivery and catering policies and procedures may allow you to provide catering and delivery services in the territories of other Old Chicago Restaurants without compensating the operator of those restaurants. These policies may also allow other Old Chicago Restaurants to provide catering and delivery services in your Protected Area without compensating you. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Protected Area.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement and any other agreements you or your affiliates may have with us or our affiliates, except as provided below, we and our affiliates will not establish or authorize any other person or entity to establish an Old Chicago Restaurant within your Protected Area. However, we, our affiliates, and any other authorized person or entity (including any other Old Chicago franchisee) may, at any time: (1) advertise and promote the Restaurant System by marketing ancillary products, gift cards, and other merchandise via the internet to customers who reside or work in the Protected Area; (2) establish an Old Chicago Restaurant or another food service facility of a type offering the same foods, products, and services offered by an Old Chicago Restaurant in any "Reserved Venue" which includes any enclosed area of retail sales establishments, airport, train station, hospital, university and college campus, sports stadium, convention center, military base, and other mass gathering location or event designated by us; (3) offer and sell any products and services under any other names and marks; (4) establish and operate an Old Chicago Restaurant anywhere outside of the Protected Area; (5) to engage in any transaction, including to purchase or be purchased by, to merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Old Chicago Restaurant, whether located inside or outside of your Protected Territory; provided that any Traditional Restaurants located inside of your Protected Territory will not operate under the Marks; (6) to use and license the use of technology at locations inside and outside the Protected Territory; and (7) implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We retain all territorial rights not expressly granted to you. We can issue mandatory policies to coordinate multi-area marketing programs. OCF does not have to pay you if it exercises any of the rights specified above in this Item in your Protected Area.

Area Development Agreement

Under the Area Development Agreement, you are assigned a Development Area in which you must develop your Restaurant(s). If you comply fully with the operational, financial, legal, and ownership conditions contained in the Area Development Agreement, you will have the right to develop additional Restaurants in that Development Area, based on a specified Development Schedule listed in your Area Development Agreement.

The size of the Development Area may be a single or multi-county area, single state area, or some other area, such as a designated market area ("DMA") and will be described in Attachment A of your Area Development Agreement. We will determine the Development Area before you sign the Area Development Agreement based on various market and economic factors, including those described above for the

Development Area. The site selection and approval process for each Old Chicago Restaurant under an Area Development Agreement is the same as that for a single Old Chicago Restaurant and will be governed by the Franchise Agreement signed for that location.

The rights granted under the Area Development Agreement are only for the development of Old Chicago Restaurants. Except as provided in the Area Development Agreement, and subject to your full compliance with the Area Development Agreement and any other agreement between you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity to establish an Old Chicago Restaurant in your Development Area during the term of the Area Development Agreement. Upon your first failure to adhere to the Development Schedule, you will lose this territorial protection granted for the Development Area. Any second or additional failures to adhere to the Development Schedule (excluding any extensions approved by us in writing) will constitute a material event of default under the Area Development Agreement, for which we may, among other things: (i) terminate the Area Development Agreement; (ii) reduce the area of any territorial rights; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance. The Development Area may contain already existing Old Chicago Restaurants, and you may not develop an Old Chicago Restaurant that infringes on the territorial rights of an existing Old Chicago Restaurant. We, our affiliates, and any other authorized person or entity (including any other Old Chicago franchisee) may conduct the same type of activities within your Development Area as are permitted in the Protected Area under the Franchise Agreement. Old Chicago does not have to pay you if it exercises any of these rights in your Development Area. You will not receive an exclusive Development Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The territorial rights granted to you under the Franchise Agreement and the Area Development Agreement are not dependent on your achievement of a certain sales volume, market penetration, or other contingency, other than the Development Schedule, and your Development Area may not be altered before the Area Development Agreement expires or terminates, except for noncompliance with the Development Schedule. You are not given a right of first refusal on the sale of existing Franchises. If you wish to purchase an additional Franchise, you must apply to us, and we may, at our discretion, offer an additional Franchise to you. We consider a variety of factors when determining whether to grant additional Franchises. Among the factors we consider, in addition to the then-current requirements for new franchisees are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

Our affiliate, Gordon Biersch Brewery Restaurant Group, Inc., owns and operates other brewery restaurants under the names: Big River Brewing Company, A1A Ale Works, Ragtime Tavern Seafood & Grill, Seven Bridges Grille & Brewery, Rhythm & Brews, Bluewater Grille, and Rock Bottom Brewery Restaurants. Our parent, Old Chicago Taproom, LLC also owns and operates other restaurants under the names Old Chicago Restaurants, ChopHouse & Brewery Restaurant, and Sing Dueling Piano Bar. All of these businesses sell similar products and services under different trademarks. Neither Gordon Biersch Brewery Restaurant Group, Inc. nor Rock Bottom is contractually prohibited from opening any of their company-owned or franchised restaurants in any Old Chicago franchisee's Development Area or Protected Area. We do not maintain physically separate offices for our similar competing businesses, but personnel for our other brands are typically trained on the restaurant sites of those brands.

To the extent that any Rock Bottom Restaurant, Gordon Biersch Brewery Restaurant, Logan's Roadhouse Restaurant, and any other restaurant we, our parent entities, our affiliates or franchisees operate may be located within the same market as your Old Chicago Restaurant, like all other restaurants, they will compete for customers by offering food and beverage products. Rock Bottom Restaurants, Gordon Biersch Brewery Restaurants, Logan's Roadhouse Restaurants, and Old Chicago Restaurants, whether franchised or company-owned, are free to advertise, solicit, and accept orders from any customers regardless of your Development Area or Protected Area.

You may not engage in any promotional or similar activities, whether directly or indirectly, through or on the internet or any other similar proprietary or common carrier electronic delivery system. You are not authorized to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing without our prior approval and subject to our online policies and sales methods designated by us. We have not established a method under which conflicts regarding territory, customers, or support are resolved.

ITEM 13
TRADEMARKS

The Marks and the Restaurant System are owned by Taproom and are licensed to us. Taproom obtained the Marks by Deed of Assignment from Wadsworth Old Chicago, Inc., effective June 10, 2020, and by a trademark assignment agreement with Craft Brewery Group, LLC dated June 1, 2020. The Franchise Agreement and your payment of Royalties grant you the nonexclusive right and license to use the System, which includes the use of the Marks. Taproom has granted us a license ("Trademark License") to use the Marks to franchise the System around the world. The Trademark License is for 10 years and began on June 1, 2020. It will automatically renew for subsequent 10-year periods; provided we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, Taproom has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated.

The following Marks have been registered on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Registered Mark	Registration Number	Registration Date	Register
Old Chicago	1,190,244	February 16, 1982 Renewed	Registered on the Principal Register
Hall of Foam	2,013,606	November 5, 1996 Renewed	Registered on the Principal Register
	2,066,380	June 3, 1997 Renewed	Registered on the Principal Register
Building a Better World One Slice at a Time	2,085,342	August 5, 1997 Renewed	Registered on the Principal Register
Old Chicago	2,107,495	October 21, 1997 Renewed	Registered on the Principal Register
Pizza Palz	2,111,577	November 11, 1997 Renewed	Registered on the Principal Register

Registered Mark	Registration Number	Registration Date	Register
	2,931,519	March 8, 2005	Registered on the Principal Register
World Beer Tour	3,005,859	October 11, 2005	Registered on the Principal Register
Old Chicago	3,127,760	August 8, 2006	Registered on the Principal Register
	3,138,833	September 5, 2006	Registered on the Principal Register
Old Chicago (Trademark)	3,227,182	April 10, 2007	Registered on the Principal Register
	4,311,920	April 2, 2013	Registered on the Principal Register
Explorer Series	5,090,839	November 29, 2016	Registered on the Principal Register

Taproom has applied to register the following trademark with the USPTO:

Mark	Serial Number	Application Date	Register
	90/307,622	November 9, 2020	Principal

We do not have a federal registration for the trademark listed above. Therefore, this trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Taproom has filed all required affidavits and renewals for the Marks in the table above. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in a manner material to your Franchise. There are no currently effective adverse determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving any of the Marks listed above. We are aware there is a business in Petaluma, California that might claim rights that could affect your use of the trademarks in that geographic area. As of the Issuance Date, this user has not made any claims against us. If your franchise were located in this area, and if this user could establish common law trademark rights in the area, it could materially affect your use of the trademarks in the area. We are aware of one potentially infringing use of the Mark "Old Chicago" on pizza products sold by

restaurants in Colorado and are in the process of sending notices to these restaurants to cease and desist their infringing use of the mark. Other than this business, we do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks.

You may not use the Marks as a part of your legal entity name, or as part of a domain name, or as part of any internet marketing, except with our approval. You must follow our rules when you use any of the Marks, and we may limit or prohibit your use of certain Marks in our discretion. You must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of any of Taproom's ownership rights in the Marks.

You must indicate to the public in any contract, advertisement and with a conspicuous sign in your Restaurant that you are an independently owned and operated licensed franchisee of Old Chicago Franchising II LLC. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Restaurant, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable, at any time, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your owners are not permitted to communicate with any person other than us or any designated affiliate, their counsel, and your counsel involving any infringement, challenge, or claim. We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge, or claim, or otherwise involving any of the Marks. You must sign any and all documents, and do what, in our legal counsel's opinion, is necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding, or to otherwise protect and maintain our interests and the interests of any other person or entity having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, if your conduct in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement. We will protect the rights granted to you to use the Marks or protect you against claims of infringement or unfair competition to the extent required by the Franchise Agreement. As a matter of corporate policy, we intend to defend the Marks vigorously.

The license to use the Marks granted in the Franchise Agreement is nonexclusive to you. We and our affiliates have and retain certain rights in the Marks, including: (1) to grant other licenses for the use of the Marks in addition to those licenses already granted to existing franchisees; (2) to develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and (3) to engage, directly or indirectly, at wholesale, retail or otherwise, in: (a) the production, distribution, license, and sale of products and services; and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics we may develop for that purpose.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Franchise Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and recipes, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your Old Chicago Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Manual, electronic information and communications, sales and promotional materials, the development and use of our Restaurant System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Old Chicago Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Old Chicago Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Franchise Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Old Chicago Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Old Chicago Franchises during the term of the Franchise Agreement.

You must notify us within three business days after you learn about another's use of language, a visual image or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under

any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

No patents or patents pending are material to us at this time.

ITEM 15
OBLIGATIONS OF FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

When you sign the Franchise Agreement, you must designate an individual to serve as the operating principal ("Operating Principal") of the Restaurant. If you are an individual, you must perform all of the obligations of the Operating Principal. An Operating Principal is defined as an individual who devotes his/her fulltime and best efforts to supervising and conducting the operations of the Restaurant. The Operating Principal must meet our standards and criteria as provided in the Franchise Manual or otherwise in writing.

The Operating Principal must either serve as the general manager ("General Manager") or, subject to our approval, the Operating Principal can designate another individual to serve as the General Manager of the Restaurant. The Operating Principal must maintain an ownership interest of at least 5% if the Franchisee is an entity. The Operating Principal must also have full authority to bind you or any entity and to sign on your behalf any documentation required under either the Area Development Agreement or the Franchise Agreement. Except as may otherwise be provided in the Franchise Agreement, the Operating Principal's ownership interest must be free of any encumbrance, voting agreement, proxy, security interest, or purchase right or options. The Operating Principal must sign the Franchise Agreement as one of the owners, and must be individually, jointly and severally bound by all of the obligations of the Franchise Agreement.

If during the term of the Franchise Agreement, the Operating Principal is not able to continue to serve or no longer qualifies to act as the Operating Principal, you must promptly notify us and designate a replacement within 30 days after the Operating Principal leaves. The replacement is subject to the same qualifications and restrictions listed above.

You must designate and retain at all times a General Manager, two or more assistant managers, a kitchen manager, and other personnel necessary for the operation and management of the Restaurant. One of your Management Team members must be designated as a training manager. You must designate your General Manager and assistant managers when you sign the Franchise Agreement. The General Manager and the assistant managers will be in charge of the daily operation of the Restaurant. The General Manager may be one of the owners. The General Manager and assistant managers must at all times meet our qualifications.

The General Manager must satisfy our educational and business criteria as described in the Franchise Manual or otherwise in writing. The General Manager will devote his/her full time and best efforts to the supervision and management of the Restaurant. If during the term of the Franchise Agreement, the General Manager is not able to continue to serve in that capacity or no longer qualifies to do so, you must promptly notify us and designate a replacement within 30 days after the General Manager leaves. The replacement must meet the same qualifications listed above, and complete MITP training within 12 weeks of beginning work.

Any member of your management team and, if you are an entity, any officer that does not own equity in the franchisee entity, must sign the System Protection Agreement, the form of which is attached to this Franchise Disclosure Document in Exhibit H. You must also obtain confidentiality agreements from

any of your other personnel who receive or will have access to confidential information. At our request, you must require each of your personnel, if applicable, to sign covenants that they will maintain the confidentiality of information they receive or have access to, based on their relationship with you. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) must sign an owner's agreement, the form of which is attached to the Franchise Agreement as Attachment B. In addition, we require that the spouses of the franchise owners sign the owners agreement as well.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees and may vary depending on the operating season and geographic location of your Restaurant or other factors. You must follow our policies, procedures, methods, and techniques. You must sell, or offer for sale, all types of products and services specified by us. We may change or add to our required products and services, at our discretion, with prior notice to you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. There are no limitations on our rights to make changes to the required services and products offered by you. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any products and services that we disapprove.

We reserve the right to establish minimum and maximum resale prices subject to applicable law. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services. Unless specifically directed by us in writing, you must participate in all advertising, marketing, secret shopper programs, promotions, research, and public relations programs instituted by the Brand Fund.

You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs, or mention or discuss the Franchise, us, or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other alternative channels of distribution.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following tables list certain important provisions of the Franchise Agreement and Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Article in Franchise Agreement	Summary
a. Length of the franchise term	Article 3.1	10 years. If the Franchisee owns the premises, or if the term of the lease for the premises is greater than 10 years, the term can be extended up to 20 years.
b. Renewal or extension of the term	Article 3.2	If you are in good standing and you meet other requirements, you may enter into one consecutive successor term of ten years. The

Provision	Article in Franchise Agreement	Summary
		renewal fee will be 50% of the then-current Initial Franchise Fee or 50% of the Initial Franchise Fee listed in the most recent Franchise Disclosure Document if we are not then offering franchises for sale.
c. Requirements for Franchisee to renew or extend	Article 3.2	The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires. You must sign our then-current Franchise Agreement and any ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher royalty and advertising contributions) from the Franchise Agreement that covered your original term. You must give at least seven months' notice; repair and update the FF&E and the Restaurant premises; not be in breach of any agreement with us or our affiliates; have the right to remain in possession of the Restaurant premises; have satisfied all monetary obligations to us and our affiliates; sign a general release (see Exhibit H); pay the reacquisition fee; and comply with our current qualification and training requirements.
d. Termination by Franchisee	Article 21.3	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach and we fail to cure that breach within 30 days of receiving written notice, subject to applicable state law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Article 21.1	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined – curable defaults	Article 21.2	Curable defaults include: if you or your affiliates fail to pay any money owed to us or our affiliates or approved suppliers and do not cure within ten days after notice; fail to procure and maintain required insurance within seven days after notice; use the Marks in an unauthorized manner and fail to cure within 24 hours after notice; fail to cure any other default that can be cured within 30 days after notice, or any longer period as applicable law may require.
h. "Cause" defined – non-curable defaults	Article 21.1	Unless contrary to applicable law, non-curable defaults include: if you become insolvent; make a general assignment for the benefit of creditors; file a petition or have a petition initiated against

Provision	Article in Franchise Agreement	Summary
		you under federal bankruptcy laws; have outstanding judgments against you for over 90 days; are adjudicated bankrupt or insolvent; execution has been levied against you; suit to foreclose any lien or mortgage against the premises or equipment has been instituted and not dismissed within 30 days; provide false information in your application; sell authorized foods, beverages, merchandise, or services at an unauthorized location; disclose or divulge any confidential information; fail to acquire a location for the Restaurant within time required; fail to construct or remodel the Restaurant when required; fail to open the Restaurant when required; abandon or lose right to possession of the Restaurant premises; are convicted of a felony or other crime that may have an adverse effect on the Restaurant System or the Marks; transfer any interest without our consent; franchisee is an entity and is dissolved; maintain false books or records; more than three curable defaults within 12 months; fail to comply with any term and condition of any sublease or related agreement; or a threat to health or safety results from your operation of the Restaurant.
i. Franchisee's obligations on termination/non-renewal	Articles 22 and 23	Obligations include: you must cease operating the Restaurant and using the Marks and the Restaurant System and completely de-identify the Restaurant; pay all amounts due to us or our affiliates; return the Franchise Manual, Software and other proprietary materials; comply with confidentiality requirements; and, at our option, sell or assign to us your rights in the Restaurant premises and the FF&E used in the Restaurant.
j. Assignment of contract by franchisor	Article 17.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by Franchisee – defined	Article 17.2	Includes sale, assignment, conveyance, pledge, mortgage, or other encumbrance of any interest in the Franchise Agreement, the Restaurant or you (if the Franchisee is not a natural person).
l. Franchisor approval of transfer by Franchisee	Article 17.3	You must obtain our consent before transferring any interest in the assets of the Restaurant, the Franchise Agreement, or in you (if the Franchisee is not a natural person).
m. Conditions for franchisor approval of transfer	Article 17.3	Conditions include: you must pay all amounts due us or our affiliates; not be in default; sign a general release (see Exhibit H); remain liable for pre-transfer obligation and pay the transfer fee. The transferee must meet our criteria; assume all obligations; attend training; renovate or

Provision	Article in Franchise Agreement	Summary
		modernize Restaurant; and sign the current Franchise Agreement and ancillary documents.
n. Franchisor's right of first refusal to acquire Franchisee's business	Article 18	Within 30 days after notice, we have the option to purchase the business on the same terms and conditions offered by the third party.
o. Franchisor's option to purchase Franchisee's business	Article 23	Within 30 days after termination or expiration of the Franchise Agreement, we can purchase your FF&E and the Restaurant premises.
p. Death or disability of Franchisee	Article 17.5	If you are a natural person, upon death or permanent disability, the distributee must be approved by us, or the interests must be transferred to someone we approve within 12 months after death or six months after notice of permanent disability. We may operate the Restaurant during the interim period.
q. Non-competition covenants during the term of the franchise	Article 14.2	You, your principal owners and any immediate family members of you or your principal owners are prohibited from operating or having an interest in a competitive business in the United States, or anywhere else we have used, registered, or sought to register the Marks, or where we operate or license others, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	Article 14.3	Covenants include: you and your owners are prohibited from operating or having an interest in a competitive business which is located, or is intended to be located, within a ten-mile radius of any Old Chicago Restaurant in existence, under construction, where land has been purchased, or a lease has been signed for two years, subject to applicable state law.
s. Modification of the agreement	Article 24.2	The Franchise Agreement may not be modified unless mutually agreed to in writing.
t. Integration/merger clause	Article 24.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding unless mutually agreed to by the parties. Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in this Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 25	Except for certain actions, all disputes must be arbitrated in the principal city closest to our principal place of business (currently Houston, Texas), subject to applicable state law.

Provision	Article in Franchise Agreement	Summary
v. Choice of forum	Article 25.5	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Houston, Texas), subject to applicable state law.
w. Choice of law	Article 28.1	Texas law applies, subject to applicable state law.

THE AREA DEVELOPER RELATIONSHIP

Provision	Article in Area Development Agreement	Summary
a. Length of the term	Article 4.1	Term continues until you have completed your development obligations under the Development Schedule or until the Area Development Agreement is terminated.
b. Renewal or extension of the term	Articles 4.2, 4.3 and 4.4	If we determine that further development of your Development Area with additional Restaurants, is desirable, we will offer you the opportunity to develop additional restaurants. We may, in our sole discretion, extend the term of the Area Development Agreement to allow you to develop Restaurants upon default or as a result of unforeseeable circumstances that prevent contract fulfillment.
c. Requirements for Developer to renew or extend	Article 4.4	The term "renewal" refers to extending our area developer relationship at the end of your initial term and any other renewal or extension of the initial term. If we determine that further development of your Development Area with additional Restaurants, is desirable, we will offer you the opportunity to develop additional restaurants. You must sign a new area development agreement on our then-current form, which will contain your additional development obligation, and which may contain materially different terms and conditions from the original area development agreement. To obtain the rights to develop additional Restaurants, you must have complied with the terms of the Area Development Agreement and exercised your option within 30 days after we have provided you with the new area development agreement.
d. Termination by Developer	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Article 9	Each of your obligations under the Area Development Agreement is a material and

Provision	Article in Area Development Agreement	Summary
		essential obligation, the breach of which may result in termination. We can terminate, if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement, or any other agreement with us, if you commit any one of several violations.
g. "Cause" defined - curable defaults	Article 9	Curable defaults include: if you or your affiliates fail to pay any money owed to us or our affiliates and do not cure within ten days after notice (or other period provided); you use the Marks in an unauthorized manner and fail to cure within 24 hours after notice; fail to cure a default in a Franchise Agreement; fail to cure any other default that can be cured within 30 days after notice or any longer period as applicable law may require.
h. "Cause" defined – non-curable defaults	Article 9	Unless contrary to applicable law, non-curable defaults include: if you become insolvent; make a general assignment for benefit of creditors; file a petition or have a petition initiated against you under federal bankruptcy laws or similar laws; are adjudicated bankrupt or insolvent; have outstanding judgments against you for over 30 days; are convicted of a felony or other crime that may have an adverse effect on the Restaurant System or Marks; transfer or attempt to transfer any interest without our consent; execution has been levied against you; suit to foreclose any lien or mortgage against the premises or equipment has been instituted and not dismissed within 30 days.
i. Developer's obligations on termination/non-renewal	Articles 4.5 and 8.2	Obligations include: you must cease developing Restaurants or, on a partial termination or development rights, must continue to develop only in accordance with any modified Development Schedule, and must comply with all applicable confidentiality and non-competition covenants.
j. Assignment of contract by Franchisor	Article 7.1	We have the right to transfer or assign the Area Development Agreement to any person or entity without restriction.
k. "Transfer" by Developer – defined	Article 7.3	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other disposal or encumbrance of any direct or indirect interest in the Area Development Agreement or you (if the Developer is not a natural person).
l. Franchisor approval of transfer by Developer	Article 7.3	You must obtain our consent before transferring any interest in the Area Development Agreement or in you (if the Developer is not a natural person).

Provision	Article in Area Development Agreement	Summary
m. Conditions for Franchisor approval of transfer	Article 7.3	Conditions include: you must pay all amounts due us and our affiliates; not otherwise be in default; sign a general release (see Exhibit H); remain liable for pre-transfer obligations; and pay a transfer fee. The transferee must meet our criteria; assume post-transfer obligations; sign our standard Area Development Agreement; and attend training.
n. Franchisor's right of first refusal to acquire Developer's business	Article 7.3.4	Within 30 days after notice, we have the option to purchase the interest on the same terms and conditions offered by the third party.
o. Franchisor's option to purchase Developer's business	Article 7.3.4	Other than the right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of Developer	Article 9.1.2	If you are a natural person, upon death or permanent disability, the distributee must be approved by us, or the interest must be transferred to someone we approve within 12 months after death or six months after notice of permanent disability.
q. Non-competition covenants during the term of the Area Development Agreement	Article 8.1	Except for the Restaurants you operate under Franchise Agreements with us, you and your owners are prohibited from operating or having an interest in a competitive business in the United States, or anywhere else we have used, registered, or sought to register the Marks, or where we operate or license others, subject to applicable state law.
r. Non-competition covenants after the Area Development Agreement is terminated or expires	Article 8.2	Except for the Restaurants you operate under Franchise Agreements with us, for a period of 24 months, you and your owners are prohibited from operating or having an interest in a competitive business which is located or is intended to be located within a ten-mile radius of any Old Chicago Restaurant in existence, under construction, where land has been purchased or a lease has been signed, subject to applicable state law.
s. Modification of the agreement	Article 8.3	The Area Development Agreement may not be modified unless mutually agreed to in writing.
t. Integration/merger clause	Article 11.9	Only the terms of the Area Development Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. Nothing in the Area Development Agreement is intended to require that you disclaim representations made in this Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.

Provision	Article in Area Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article 10	All disputes must be arbitrated in the principal city closest to our principal place of business (currently Houston, Texas), subject to applicable state law.
v. Choice of forum	Articles 8.3 and 11.15	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Houston, Texas), subject to applicable state law.
w. Choice of law	Article 11.8	Texas law applies, subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote this 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 as part of the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

OCF 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 Josh Kern, Chief Marketing Officer, Old Chicago Franchising II LLC, 19219 Katy Fwy, Suite 500, Houston, Texas 77094, 346-440-0SPB, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years 2018 - 2020

Outlet Type	Year*	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised*	2018	35	37	+2
	2019	37	39	+2
	2020	39	33	-6

Outlet Type	Year*	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned**	2018	73	72	-1
	2019	72	70	-2
	2020	70	47	-23
Total Outlets	2018	108	109	+1
	2019	109	109	0
	2020	109	80	-29

*Our predecessor, OCF I, offered Old Chicago Franchises from February 2000 until it filed for bankruptcy in March 2020. We began offering franchises in August 2021.
**These outlets are operated by our affiliates.

Table No. 2

Transfers of Franchised Outlets to New Owners
(other than the Franchisor)
For Years 2018 - 2020

State	Year	Number of Transfers
Totals	2018	0
	2019	0
	2020	0

Table No. 3

Status of Franchised Outlets
For Years 2018 - 2020

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Arizona	2018	2	0	0	0	0	2	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Arkansas	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	2	1
Georgia	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Illinois	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	1	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Indiana	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	0	1	0	0	0	2
Iowa	2018	6	1	0	0	0	0	7
	2019	7	0	0	0	0	2	5
	2020	5	0	0	0	0	0	5
Kansas	2018	3	3	0	0	0	0	6
	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Michigan	2018	4	0	0	0	0	0	4
	2019	4	1	0	0	0	1	4
	2020	4	0	0	0	0	0	4
Minnesota	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
Missouri	2018	2	0	0	0	0	1	1
	2019	1	1	0	0	0	0	2
	2020	2	1	0	0	0	0	3
Montana	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Nebraska	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
North Dakota	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
Oklahoma	2018	1	0	0	0	0	1	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
South Carolina	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
South Dakota	2018	1	0	0	0	0	1	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Texas	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
Utah	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Wyoming	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Total	2018	35	7	0	0	0	5	37
	2019	37	5	0	0	0	3	39
	2020	39	1	1	0	0	6	33

Table No. 4

Status of Company-Owned Outlets*
For Years 2018 - 2020

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	1	0	0
Colorado	2018	25	0	0	1	0	24
	2019	24	0	0	1	0	23
	2020	23	0	0	4	0	19
Idaho	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	1	0	1
Illinois	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Indiana	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	1	0	0
Iowa	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2020	1	0	0	0	0	1
Kansas	2018	6	0	0	0	0	6
	2019	6	0	0	0	0	6
	2020	6	0	0	1	0	5
Kentucky	2018	3	0	0	0	0	3
	2019	3	0	0	0	0	3
	2020	3	0	0	2	0	1
Minnesota	2018	4	0	0	0	0	4
	2019	4	0	0	0	0	4
	2020	4	0	0	1	0	3
Missouri	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Nebraska	2018	7	0	0	0	0	7
	2019	7	0	0	1	0	6
	2020	6	0	0	3	0	3
North Carolina	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Oregon	2018	3	0	0	0	0	3
	2019	3	0	0	0	0	3
	2020	3	0	0	2	0	1
South Carolina	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Tennessee	2018	5	0	0	0	0	5
	2019	5	0	0	0	0	5
	2020	5	0	0	1	0	4
Texas	2018	7	0	0	0	0	7
	2019	7	0	0	0	0	7
	2020	7	0	0	6	0	1
Wisconsin	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Wyoming	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2020	1	0	0	0	0	1
Total Outlets	2018	73	0	0	1	0	72
	2019	72	0	0	2	0	70
	2020	70	0	0	23	0	47

*These outlets are operated by our affiliates.

Table No. 5

Projected Openings as of
January 3, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Kansas	1	0	0
Missouri	2	0	0
Nevada	1	0	0
Totals	4	0	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit F. The name and last known address and telephone number of every current franchisee and every franchisee who has had an Old Chicago Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending January 3, 2021, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit F. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Restaurant System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Restaurant System. If you buy an Old Chicago Franchise, your contact information may be disclosed to other buyers when you leave the Restaurant System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit A contains the following financial statements: unaudited financial statements as of July 4, 2021 and audited financial statements as of January 3, 2021 for our parent, SPB, which absolutely and unconditionally guarantees to assume the duties and obligations of OCF until all such obligations under franchise registrations and the Franchise Agreement are satisfied or until liability to franchisees under the Franchise Agreement has been completely discharged. SPB has not been in business for three years or

more and cannot include all financial statements required in this Item 21. SPB's and our fiscal year end is the closest Sunday to December 31st.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise:

Exhibit B	Franchise Agreement
Exhibit C	Area Development Agreement
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for Use with the Old Chicago Franchise

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit L, are a detachable document, in duplicate. Please detach, sign, date, and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

OLD CHICAGO FRANCHISING II LLC

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

SPB HOSPITALITY

SPB Hospitality, LLC
Balance Sheet

	(in thousands) 4-Jul 2021
Assets	
Current Assets	
Cash and Cash Equivalents	55,180
Restricted Cash	1,009
Accounts Receivable, Net	5,177
Inventory	5,775
Prepaid Expenses	5,650
Total Current Assets	72,792
Fixed Assets, Net	
Fixed Assets	79,666
Total Fixed Assets, Net	79,666
Intangible Assets, Net	
Intangible Assets	74,306
Total Intangible Assets, Net	74,306
Other Assets	
Other Assets	2,111
ROU Asset Net	173,070
Total Other Assets	175,181
Total Assets	**401,944**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	12,541
Accrued Liabilities	14,839
Lease Liability-ST	14,590
Accrued Taxes	8,453
Deferred Revenue	26,939
Other Current Liabilities	2,211
Total Current Liabilities	79,574
Other Liabilities	
Deferred Revenue-LT	2,515
Lease Liability-LT	161,711
Other Liabilities	3,081
Total Other Liabilities	167,308
Stockholders Equity	
APIC	24,698
Members Contribution	118,381
Retained Earnings	(9,012)
Net Income (Loss)	20,995
Total Stockholders Equity	155,063
Total Liabilities and Equity	**401,944**

SPB HOSPITALITY

Consolidated Statement of Operations
For Period ended July 4, 2021
(in thousands)

	Actual		Budget		Fav/(Unfav) Variance Actual to Budget
Revenues:					
Restaurant sales	$ 58,311		50,325		$ 7,987
Franchise revenue(D)	943		371		572
Other, net	244				244
Total net revenue(A)	59,498		50,696		8,802
Costs and Expenses:					
Cost of food and beverage	16,205	27.8%	14,043	27.9%	(2,162)
Payroll and benefits	18,250	31.3%	16,195	32.2%	(2,056)
Restaurant operating costs	10,326	17.7%	9,083	18.0%	(1,243)
Occupancy costs	4,461	7.6%	4,216	8.4%	(245)
Costs of sales(B)	49,242		43,536		(5,706)
Selling, general and administrative expenses	3,322		2,925		(397)
Reorganization and transaction costs	356		96		(260)
Depreciation and amortization	1,005		940		(65)
	53,924		47,497		(6,427)
Income/(Loss) from operations	5,574		3,199		2,375
Other expense (income):					
Interest expense, net	21		0		(21)
Income Taxes	0		0		0
	21		**0**		**(21)**
Net Income/(Loss) from continuing operations before income tax	5,553		3,199		2,354
Income tax expense					
Net Income/(Loss)	$ 5,553		$ 3,199		$ 2,354
4W EBITDA (A-B-D)	9,313	16.0%	6,789	13.5%	2,525
EBITDA	6,578		4,139		2,439

SPB HOSPITALITY

Consolidated Statement of Operations
YTD as of July 4, 2021

(in thousands)

	Actual	Budget	Fav/(Unfav) Variance Actual to Budget
Revenues:			
Restaurant sales	$ 277,231	$ 244,044	$ 33,187
Franchise revenue(D)	3,928	1,775	2,153
Other, net	355	0	355
Total net revenue(A)	281,514	245,819	35,695
Costs and Expenses:			
Cost of food and beverage	76,922	68,719	(8,202)
Payroll and benefits	84,747	78,487	(6,259)
Restaurant operating costs	51,758	45,397	(6,361)
Occupancy costs	25,205	25,111	(95)
Costs of sales(B)	238,632	217,715	(20,917)
Selling, general and administrative expenses	14,585	14,394	(191)
Reorganization and transaction costs	1,337	500	(837)
Depreciation and amortization	5,859	5,640	(219)
	260,413	238,248	(22,165)
Income/(Loss) from operations	21,101	7,571	13,531
Other expense (income):			
Interest expense, net	70	0	(70)
Taxes	37		(37)
	107	0	(107)
Net Income/(Loss) from continuing operations before income tax	20,995	7,571	13,424
Income tax expense			
Net Income/(Loss)	$ 20,995	$ 7,571	$ 13,424
4W EBITDA (A-B-D)	38,954	26,329	12,625
EBITDA	26,960	13,211	13,749

SPB Consolidating Statement of Operations
For P6 ending July 4, 2021
(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Revenues:										
Food	$ 30,927	91.7%	$ 10,037	72.8%	$ 8,126	67.9%			$ 49,090	82.5%
LBW	2,507	7.4%	3,085	22.4%	3,631	30.3%			9,222	15.5%
Franchise	288	0.9%	488	3.5%	168	1.4%			943	1.6%
Other Revenue	1	0.0%	32	0.2%	28	0.2%			61	0.1%
Discounts/Breakage	16	0%	156	1%	67	1%			239	0%
Loyalty	-	0%	(9)	0%	(47)	0%			(57)	0%
Revenue, net	**33,738**	**100%**	**13,789**	**100%**	**11,971**	**100%**			**59,498**	**100%**
Costs and expenses:										
Food cost	9,424	30.5%	2,577	25.7%	2,197	27.0%			14,198	28.9%
LBW cost	727	29.0%	721	23.4%	535	14.7%			1,983	21.5%
Other Cost	21	1490%	1	1.8%	2	8.8%			24	38.9%
COFB	**10,172**	**30.4%**	**3,299**	**25.1%**	**2,734**	**23.2%**			**16,205**	**27.8%**
Mgm't Salaries	1,854	5.5%	1,028	7.7%	763	6.5%			3,645	6.2%
Hourly Wages-Mgt	160	0.5%	85	0.6%	128	1.1%			373	0.6%
Hourly Wages	5,515	16.5%	2,192	16.5%	1,856	15.7%			9,563	16.3%
Overtime	366	1.1%	205	1.5%	218	1.8%			788	1.3%
Bonuses	587	1.8%	131	1.0%	118	1.0%			836	1.4%
Payroll taxes	1,094	3.3%	577	4.3%	499	4.2%			2,170	3.7%
Benefits	462	1.4%	250	1.9%	164	1.4%			876	1.5%
Payroll and benefits	**10,037**	**30.0%**	**4,467**	**34.0%**	**3,746**	**31.8%**			**18,250**	**31.3%**
PRIME MARGIN (b)	**13,242**	**40%**	**5,535**	**42%**	**5,323**	**45%**			**24,100**	**41%**
Supplies	828	2.5%	423	3.2%	324	2.7%			1,575	2.7%
Dish Chemicals	3	0.0%	22	0.2%	20	0.2%			45	0.1%
R&M	601	1.8%	253	1.9%	216	1.8%			1,070	1.8%
Contract Services	395	1.2%	184	1.4%	188	1.6%			767	1.3%
Cleaning/Sanitation	309	0.9%	103	0.8%	121	1.0%			534	0.9%
Delivery Fees	935	2.8%	432	3.3%	167	1.4%			1,534	2.6%
Credit card and bank fees	489	1.5%	257	1.9%	281	2.4%			1,027	1.8%
Gift Card Service Fees	31	0.1%	40	0.3%	31	0.3%			102	0.2%
Over/Short	97	0.3%	(9)	-0.1%	(1)	0.0%			88	0.1%
Travel and Entertainment	44	0.1%	21	0.2%	35	0.3%			100	0.2%
Utilities	1,318	3.9%	456	3.4%	444	3.8%			2,219	3.8%
National Marketing	246	0.7%	208	1.6%	78	0.7%			532	0.9%
Local Rest Marketing	0	0.0%	42	0.3%	15	0.1%			57	0.1%
Other	395	1.2%	134	1.0%	148	1.3%			676	1.2%
Restaurant Operating Costs	**5,693**	**17.0%**	**2,566**	**19.5%**	**2,067**	**17.5%**			**10,326**	**17.7%**
Rent	1,507	4.5%	743	5.6%	1,017	8.6%			3,267	5.6%
RE taxes and Insur	616	1.8%	257	1.9%	321	2.7%			1,194	2.0%
Restaurant Occupancy Costs	**2,123**	**6.4%**	**999**	**7.6%**	**1,338**	**11.4%**			**4,461**	**7.6%**
4-Wall EBITDA (b)	**5,426**	**16.2%**	**1,969**	**14.8%**	**1,918**	**16.2%**			**9,313**	**15.9%**
Salaries, taxes and benefits	290	0.9%	116	0.9%	89	0.8%			495	0.8%
MIT Salaries and Expenses	211	0.6%	98	0.7%	61	0.5%			370	0.6%
Bonuses	69	0.2%	36	0.3%	19	0.2%			123	0.2%
Professional services	27	0.1%	11	0.1%	8	0.1%			47	0.1%
Supplies	6	0.0%	1	0.0%	0	0.0%			7	0.0%
Travel and Entertainment	119	0.4%	34	0.3%	36	0.3%			189	0.3%
Utilities	6	0.0%	3	0.0%	2	0.0%			11	0.0%
Rent and related	-	0.0%	-	0.0%	-	0.0%			-	0.0%
Dues & Subscriptions	-	0.0%	-	0.0%	-	0.0%			-	0.0%
Severance	-	0.0%	-	0.0%	-	0.0%			-	0.0%
Other	25	0.1%	8	0.1%	8	0.1%			42	0.1%
Brand G&A	**753**	**2.3%**	**307**	**2.3%**	**224**	**1.9%**			**1,283**	**2.2%**
Franchise Marketing	-	0.0%	14	0.1%	-	0.0%	4		18	0.0%
Closure costs (5000 CC)	(11)	0.0%	8	0.1%	12	0.1%	-		9	0.0%
Reopening costs	-	0.0%	-	0.0%	-	0.0%	-		-	0.0%
Transaction and integration cost	-	0.0%	-	0.0%	-	0.0%	231		231	0.4%
Preopening costs	2	0.0%	67	0.5%	-	0.0%	-		69	0.1%
Depreciation and Amort	360	1.1%	368	2.8%	269	2.3%	7		1,005	1.7%
Impairments	-	0.0%	-	0.0%	-	0.0%	-		-	0.0%
Asset Impairment, Exit, & Dispos	-	0.0%	-	0.0%	-	0.0%	39		39	0.1%
Interest Expense, net	3	0.0%	3	0.0%	8	0.1%	7		21	0.0%
Bad Debt	(28)	-0.1%	-	0.0%	37	0.3%	-		9	0.0%
Other Expenses	**325**	**1.0%**	**461**	**3.5%**	**326**	**2.8%**	**287**	**0.5%**	**1,399**	**2.4%**
BRAND PROFIT (LOSS) (a)	**4,636**	**13.7%**	**1,689**	**12.3%**	**1,536**	**12.8%**	**(287)**	**-0.5%**	**7,573**	**12.7%**

SPB Consolidating Statement of Operations
For P6 ending July 4, 2021
(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Corporate Expenses:										
Corporate							467		467	
InfoSync Outsourcing							-		-	
GM Conference							-		-	
Corporate Initiatives							48		48	
Executive							77		77	
Board of Directors							-		-	
Accounting							135		135	
Payroll							25		25	
Finance							117		117	
IT							359		359	
Legal							24		24	
Real Estate							41		41	
Supply Chain							63		63	
Facilities							86		86	
HR							52		52	
Total Rewards							42		42	
Staffing							82		82	
Risk Management							19		19	
Training							67		67	
Franchise							40		40	
Experience							151		151	
Foundation							15		15	
Shared Services Ops							11		11	
Group Sales							63		63	
Strategy and Brand Services							35		35	
Share-based Comp							-		-	
TOTAL CORP G&A (a)							**2,021**	**3.40%**	**2,021**	**3.40%**
Pretax income (loss)	**4,636**		**1,689**		**1,536**		**(2,308)**		**5,553**	**9.3%**
Taxes							-		-	0%
Net income (loss) (a)	**4,636**	**13.7%**	**1,689**	**12.3%**	**1,536**	**12.8%**	**(2,308)**	**-3.9%**	**5,553**	**9.3%**

(a) % of restaurant sales. Brand profit, net income (loss) and corp G&A % of total sales (incl. Franchise)
(b) Excludes franchise and other revenue

(A)EBITDA									-	
Net income (loss)	4,636		1,689		1,536		(2,308)		5,553	
Interest	3		3		8		7		21	
Taxes	-		-		-		-		-	
EBIT	**4,639**		**1,692**		**1,543**		**(2,300)**		**5,574**	
Depreciation and Amortization	360		368		269		7		1,005	
EBITDA	**4,999**	**14.8%**	**2,060**	**14.9%**	**1,813**	**15.1%**	**(2,293)**	**-3.9%**	**6,578**	**11.1%**
Adjustments:										
Closure costs	(11)		8		12		-		9	
Severance	-		-		-		-		-	
Reopening costs	-		-		-		-		-	
Transaction and integration	-		-		-		231		231	
Preopening costs	2		67		-		-		69	
Impairments	-		-		-		-		-	
Asset Impairment, Exit, & T	-		-		-		39		39	
Bad Debt (offset franchise roya	(28)		-		37		-		9	
AEBITDA	**4,961**	**14.7%**	**2,136**	**15.5%**	**1,862**	**15.6%**	**(2,024)**	**-3.4%**	**6,934**	**11.7%**

SPB Consolidating Statement of Operations

YTD P6 ending July 4, 2021

(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Revenues										
Food	$ 157,322	91%	$ 46,406	73%	$ 31,394	68%			$ 235,123	84%
LBW	13,390	8%	14,269	23%	14,449	31%			42,108	15%
Franchise	1,443	1%	2,081	3%	404	1%			3,928	1%
Other Revenue	10	0%	41	0%	64	0%			115	0%
Discounts/Breakage	(139)	0%	313	0%	134	0%			307	0%
Loyalty	-	0%	32	0%	(99)	0%			(67)	0%
Revenue, net	172,026	100%	63,141	100%	46,346	100%			281,514	100%
Costs and expenses										
Food cost	47,111	30%	11,589	25%	8,758	28%			67,459	29%
LBW cost	3,779	28%	3,530	25%	2,128	15%			9,437	22%
Other Cost	21	207%	1	3%	4	5%			25	22%
COFB	50,911	29.8%	15,121	24.8%	10,890	23.7%			76,922	27.7%
Mgm't Salaries	10,847	6%	4,782	8%	3,563	8%			19,193	7%
Hourly Wages-Mgt	718	0%	381	1%	430	1%			1,529	1%
Hourly Wages	25,909	15%	10,396	17%	7,667	17%			43,972	16%
Overtime	1,486	1%	390	1%	598	1%			2,474	1%
Bonuses	2,266	1%	575	1%	452	1%			3,292	1%
Payroll taxes	5,721	3%	2,470	4%	1,972	4%			10,162	4%
Benefits	2,329	1%	1,044	2%	751	2%			4,124	1%
Payroll and benefits	49,276	28.9%	20,038	32.9%	15,433	33.6%			84,747	30.5%
PRIME MARGIN (b)	**70,396**	**41%**	**25,902**	**42%**	**19,619**	**43%**			**115,918**	**42%**
Supplies	4,379	2.6%	1,884	3.1%	1,291	2.8%			7,554	2.7%
Dish Chemicals	124	0.1%	121	0.2%	67	0.1%			312	0.1%
R&M	2,753	1.6%	1,003	1.6%	908	2.0%			4,664	1.7%
Contract Services	2,084	1.2%	990	1.6%	786	1.7%			3,860	1.4%
Cleaning/Sanitation	1,228	0.7%	491	0.8%	456	1.0%			2,175	0.8%
Delivery Fees	4,408	2.6%	1,762	2.9%	646	1.4%			6,816	2.5%
Credit card and bank fees	2,436	1.4%	1,060	1.7%	1,013	2.2%			4,509	1.6%
Gift Card Service Fees	225	0.1%	53	0.1%	342	0.7%			619	0.2%
Over/Short	233	0.1%	89	0.1%	100	0.2%			423	0.2%
Travel and Entertainment	135	0.1%	96	0.2%	169	0.4%			399	0.1%
Utilities	7,549	4.4%	2,373	3.8%	2,431	5.3%			12,353	4.5%
National Marketing	2,669	1.6%	1,233	2.0%	752	1.6%			4,655	1.7%
Local Rest Marketing	0	0.0%	301	0.5%	62	0.1%			363	0.1%
Other	1,875	1.1%	562	0.9%	618	1.3%			3,055	1.1%
Restaurant Operating Costs	30,101	17.6%	12,017	19.7%	9,640	21.0%			51,758	18.6%
Rent	9,199	5.4%	4,334	7.1%	6,142	13.4%			19,674	7.1%
RE taxes and Insur	2,984	1.7%	1,322	2.2%	1,224	2.7%			5,531	2.0%
Restaurant Occupancy Costs	12,183	7.1%	5,656	9.3%	7,366	16.0%			25,205	9.1%
4-Wall EBITDA (b)	**28,112**	**16%**	**8,229**	**13%**	**2,613**	**6%**			**38,954**	**14%**
Salaries, taxes and benefits	1,197	0.7%	536	0.9%	440	1.0%			2,172	0.8%
MIT Salaries and Expenses	729	0.4%	291	0.5%	207	0.5%			1,227	0.4%
Bonuses	360	0.2%	189	0.3%	110	0.2%			659	0.2%
Professional services	77	0.0%	21	0.0%	16	0.0%			114	0.0%
Supplies	21	0.0%	4	0.0%	2	0.0%			28	0.0%
Travel and Entertainment	378	0.2%	131	0.2%	132	0.3%			641	0.2%
Utilities	17	0.0%	7	0.0%	8	0.0%			32	0.0%
Rent and related	-	0.0%	-	0.0%	-	0.0%			0	0.0%
Dues & Subscriptions	-	0.0%	-	0.0%	-	0.0%			0	0.0%
Severance	-	0.0%	-	0.0%	-	0.0%			0	0.0%
Other	156	0.1%	84	0.1%	72	0.2%			312	0.1%
Brand G&A	2,935	1.7%	1,262	2.1%	987	2.1%			5,185	1.9%
Franchise Marketing	-	0.0%	201	0.3%	-	0.0%	4		205	0.1%
Closure costs (5000 CC)	(26)	0.0%	9	0.0%	27	0.1%	-		10	0.0%
Reopening costs	-	0.0%	-	0.0%	20	0.0%	-		20	0.0%
Transaction and integration costs		0.0%		0.0%		0.0%	577		577	0.2%
Preopening costs	4	0.0%	204	0.3%	1	0.0%	0		209	0.1%
Depreciation and Amort	2,067	1.2%	2,163	3.5%	1,591	3.5%	37		5,859	2.1%
Asset Impairment, Exit, & Dis	134	0.1%	44	0.1%	41	0.1%	40		259	0.1%
Interest Expense, net	16	0.0%	9	0.0%	38	0.1%	6		70	0.0%
Bad Debt (offset franchise roy	106	0.1%	-	0.0%	157	0.3%	-		263	0.1%
Other Expenses	2,301	1.3%	2,631	4.3%	1,875	4.1%	664	0%	**7,470**	2.7%
BRAND PROFIT (LOSS) (a)	**24,319**	**14%**	**6,417**	**10%**	**155**	**0%**	**(664)**	**0%**	**30,227**	**11%**

SPB Consolidating Statement of Operations

YTD P6 ending July 4, 2021

(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Corporate Expenses:										
Corporate							1,050		1,050	
InfoSync Outsourcing							271		271	
GM Conference							-		0	
Corporate Initiatives							386		386	
Executive							597		597	
Board of Directors							-		0	
Accounting							938		938	
Payroll							262		262	
Finance							467		467	
IT							1,738		1,738	
Legal							141		141	
Real Estate							221		221	
Supply Chain							390		390	
Facilities							291		291	
HR							175		175	
Total Rewards							153		153	
Staffing							417		417	
Risk Management							108		108	
Training							101		101	
Franchise							189		189	
Experience							687		687	
Foundation							53		53	
Shared Services Ops							70		70	
Group Sales							287		287	
Strategy and Brand Services							204		204	
Share-based Comp							-		0	
TOTAL CORP G&A (a)							**9,196**	**3%**	**9,196**	**3%**
Pretax Income (loss)	**24,319**		**6,417**		**155**		**(9,860)**		**21,032**	**7%**
Taxes							37		37	0%
Net Income (loss) (a)	**24,319**	**14%**	**6,417**	**10%**	**155**	**0%**	**(9,897)**	**-4%**	**20,995**	**7%**

(a) % of restaurant sales. Brand profit, net income (loss) and corp G&A % of total sales (incl. Franchise)
(b) Excludes franchise and other revenue

(A)EBITDA

Net income (loss)	24,319		6,417		155		(9,897)		20,995	
Interest	16		9		38		6		70	
Taxes	-		-		-		37		37	
EBIT	**24,336**		**6,426**		**194**		**(9,854)**		**21,101**	
Depreciation and Amortization	2,067		2,163		1,591		37		5,859	
EBITDA	**26,403**	**15%**	**8,589**	**14%**	**1,785**	**4%**	**(9,817)**	**-3%**	**26,960**	**10%**
Adjustments:										
Closure costs	(26)		9		27		-		10	
Severance	-		-		-		65		65	
Reopening costs	-		-		20		-		20	
Transaction and integration	-		-		-		848		848	
Preopening costs	4		204		1		0		209	
Impairments	-		-		-		-		-	
Asset Impairment, Exit, & I	134		44		41		40		259	
Bad Debt (offset franchise roys	106		-		157		-		263	
AEBITDA	**26,620**	**15%**	**8,846**	**14%**	**2,030**	**4%**	**(8,863)**	**-3%**	**28,633**	**10%**

SPB HOSPITALITY LLC AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

As of January 3, 2021 and for the Period
May 13, 2020 (Inception) to January 3, 2021

(With Report of Independent Auditors)

SPB HOSPITALITY LLC AND SUBSIDIARIES
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Building a better working world

Report of Independent Auditors

To Management and the Board of Directors of SPB Hospitality LLC

We have audited the accompanying consolidated financial statements of SPB Hospitality LLC and subsidiaries, which comprise the consolidated balance sheet as of January 3, 2021, and the related consolidated statements of operations, changes in equity and cash flows for the period from May 13, 2020 (inception) to January 3, 2021, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of SPB Hospitality LLC and subsidiaries at January 3, 2021, and the consolidated results of their operations and their cash flows for the period May 13, 2020 (inception) to January 3, 2021 in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

April 30, 2021

SPB HOSPITALITY LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
(Amounts in thousands)

JANUARY 3, 2021

ASSETS		
Current Assets:		
Cash and cash equivalents	$	20,401
Restricted cash		918
Accounts receivable		4,843
Inventories		4,375
Prepaid expenses		4,387
Total Current Assets		34,924
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation of $6,587		81,068
Goodwill		15,480
Intangible assets, net		59,339
Right-of-use assets, net		174,129
Other assets		1,944
Total Noncurrent Assets		331,960
Total Assets	$	366,884
LIABILITIES AND EQUITY		
Current Liabilities:		
Accounts payable	$	7,503
Accrued expenses		7,568
Deferred revenue, current portion		27,795
Accrued taxes		8,400
Lease liability - operating, current portion		8,313
Other current liabilities		637
Total Current Liabilities		60,216
Noncurrent Liabilities:		
Lease liability - operating		166,964
Deferred revenue		2,619
Other noncurrent liabilities		3,017
Total Noncurrent Liabilities		172,600
Total Liabilities		232,816
Equity		134,068
Total Liabilities and Equity	$	366,884

The accompanying notes to the consolidated financial statements are an integral part of these statements. 2

SPB HOSPITALITY LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF OPERATIONS

(Amounts in thousands)

FOR THE PERIOD MAY 13, 2020 (INCEPTION) TO JANUARY 3, 2021

Revenues:		
Restaurant sales	$	215,993
Franchise revenue		2,210
Total Revenue		218,203
Costs and Expenses:		
Cost of food and beverage		61,266
Payroll and benefits		72,642
Restaurant operating costs		41,733
Occupancy costs		28,611
Cost of sales		204,252
Selling, general, and administrative expenses		13,487
Integration costs		1,597
Depreciation and amortization		6,769
		226,105
Loss From Operations		7,902
Other Expense:		
Loss on disposals		382
Other		511
Interest expense, net		95
		988
Loss Before Income Taxes		8,890
Income tax expense		122
Net Loss	$	9,012

The accompanying notes to the consolidated financial statements are an integral part of these statements. 3

SPB HOSPITALITY LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF EQUITY
(Amounts in thousands)

FOR THE PERIOD MAY 13, 2020 (INCEPTION) TO JANUARY 3, 2021

	Equity	Accumulated Loss	Total Equity
Balance, May 13, 2020 (Inception)	$ -	$ -	$ -
Initial equity contribution parent	118,381	-	118,381
Contributions	24,699	-	24,699
Net loss	-	(9,012)	(9,012)
Balance, January 3, 2021	$ 143,080	$ (9,012)	$ 134,068

The accompanying notes to the consolidated financial statements are an integral part of these statements. 4

SPB HOSPITALITY LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
(Amounts in thousands)

FOR THE PERIOD MAY 13, 2020 (INCEPTION) TO JANUARY 3, 2021

Cash flows from operating activities:		
Net loss	$	(9,012)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization		6,769
Loss on disposal of assets		382
Changes in operating assets and liabilities:		
Accounts receivable		(1,538)
Inventories		(808)
Prepaid expenses		(798)
Accounts payable		(1,444)
Accrued expenses		113
Deferred revenue		(1,758)
Accrued taxes		2,126
Other liabilities		(711)
Net cash used in operating activities		(6,679)
Cash flows from investing activities:		
Proceeds from the sale of assets		104
Purchases of property and equipment		(3,795)
Net cash used in investing activities		(3,691)
Cash flows from financing activities:		
Additional contributions from parent		24,699
Net cash provided by financing activities		24,699
Net increase in cash and cash equivalents, and restricted cash		14,329
Cash and cash equivalents, and restricted cash, beginning of period		6,990
Cash and cash equivalents, and restricted cash, end of period	$	21,319
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	27
Reconciliation of cash, cash equivalents, and restricted cash:		
Cash and cash equivalents	$	20,401
Restricted cash		918
	$	21,319
Supplemental disclosure of noncash investing transactions:		
Contribution by parent, net of cash acquired	$	111,391

The accompanying notes to the consolidated financial statements are an integral part of these statements. 5

Note 1—Organization and Business

SPB Hospitality LLC ("the Company") was formed by the purchase of the assets of CraftWorks Holdings, LLC ("Craftworks"), a restaurant company, who on March 3, 2020 filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. (Bankruptcy Code). On May 4, 2020, Craftworks entered into an Asset Purchase Agreement ("APA") with the Company's parent, DBFLF CFTWE Holdings L.P. ("DCH"), a Cayman exempted limited partnership. The membership constitutes a single member which formed the Company with a perpetual life. Except as may be provided by the Delaware Limited Liability Company Act, as amended (the "Act"), the member of the Company is not obligated for any debt, obligation or liability of the Company. There is only one class of membership interest in the Company. In accordance with the APA, DCH assumed certain assets and liabilities of Craftworks. The Company is the only entity held by and the only operating entity of DCH. As such, the assets, liabilities, and operating activities of the Company represent all the assets, liabilities, and operations of our parent, DCH.

The Company was formed May 13, 2020 and with the June 1, 2020 effective date of the APA the Company began operations. It is a single member limited liability company, organized in Delaware, and was formed for the purpose of operating and franchising several nationally recognized restaurant brands such as Logan's Roadhouse, Old Chicago Pizza and Taproom, Rock Bottom Restaurant and Brewery, Big River Grille & Brewing Works, Gordon Biersch Brewery Restaurant, The ChopHouse & Brewery, A1A Ale Works, Ragtime Tavern Seafood & Grill and Seven Bridges Grille. The Company is a wholly owned subsidiary of DCH and is headquartered in Nashville, Tennessee.

The Company's footprint ranges from densely populated urban centers to more rural locations with concentrations in the East, Southeast, Midwest, and Mountain West regions, including franchise locations in Taiwan. The Company operates and has franchised locations under Logan's Roadhouse, Old Chicago Restaurants, and the Craft Brewery Group ("Gordon Biersch Brewery Restaurant" and "The ChopHouse & Brewery" brands). In addition, the Company owns five and operates six franchise locations of other specialty restaurants which are included as part of Craft Brewery Group. See table below for summary of locations as of January 3, 2021:

Company operated:	
Logan's Roadhouse	113
Old Chicago Restaurants	47
Craft Brewery Group	34
Total Company operated	194
Franchise:	
Logan's Roadhouse	23
Old Chicago Restaurants	34
Craft Brewery Group	13
Total franchise	70
Total restaurants	264

Note 2—Summary of Significant Accounting Policies

a) ***Principles of Consolidation and Basis of Presentation*** – The consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and include the accounts of the Company as well as the wholly owned subsidiaries. All intercompany profits, transactions, and balances have been eliminated.

b) ***Fiscal Year*** – The Company utilizes a 52 or 53 week fiscal year where the last day of the fiscal year is the closest Sunday to December 31. The period for these financial statements is from May 13, 2020 (inception) to January 3, 2021 and consisted of 31 operating weeks.

c) ***Cash and Cash Equivalents and Restricted Cash*** – Cash and cash equivalents consist primarily of cash on hand and amounts in transit from credit and debit card processors, which are considered cash equivalents because they are both short term and highly liquid in nature and are typically converted to cash within three to four days of the sales transaction. The Company also maintains certain cash balances restricted as to withdrawal or use. Restricted cash relates to required collateral in place related to the Company's letters of credit.

d) ***Accounts Receivable*** – Accounts receivable primarily represents business to business gift card sales, third- party deliveries, vendor rebates, billings to franchisees for royalties, initial and renewal fees and various other refunds. Accounts receivable are generally unsecured.

The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses related to existing receivables. The Company determines the allowance based on its historical write off experience and management's judgment regarding the collectability of certain accounts. Account balances and related allowances are removed after management determines that the potential for recovery is considered remote. At January 3, 2021, there was no allowance for doubtful accounts recorded.

e) ***Inventory*** – Inventory is stated at the lower of cost or net realizable value. Cost is determined using the first in, first out method for restaurant inventory. Inventory primarily consists of food and beverages. Reserves for inventory are based on management's estimate and are based on current inventory levels and historical usage. As of January 3, 2021, an obsolescence reserve was not deemed necessary.

The Company obtains the majority of restaurant food products and supplies from three main distributors. Although the Company believes alternative vendors could be found in a timely manner, any disruption of these services could potentially have an adverse impact on operating results.

f) ***Property and Equipment, Net*** – The Company records property and equipment at cost less accumulated depreciation. Depreciation expense is calculated using the straight-line method. The useful lives of furniture, fixtures and equipment generally range from 5 - 20 years. Leasehold improvements are amortized over the lesser of the useful life or the remaining lease term, inclusive of renewals that are reasonably assured of being exercised, not to exceed 20 years. Gains or losses are recognized upon the disposal of property and equipment, and the asset and related accumulated depreciation are removed. Maintenance, repairs, and improvements that do not enhance the value of or increase the life of the assets are expensed as incurred.

Note 2—Summary of Significant Accounting Policies (continued)

g) ***Goodwill and Other Intangible Assets*** – Goodwill represents the excess of cost over fair value of identifiable net assets acquired and liabilities assumed in a business combination. The Company's intangible assets include trademarks/trade names, liquor licenses, and franchise rights. Goodwill and trademarks/trade names and liquor licenses are not subject to amortization but are tested for impairment annually after the close of the third quarter, or more frequently, if events or changes in circumstances indicate that the asset might be impaired. Franchise rights are subject to amortization. Amortization expense is calculated using the straight-line method. The average remaining useful life of franchise rights is approximately seven years. The Company expects to record $271, $222, $171, $149 and $122 of franchise rights amortization expense for fiscal years 2021-2025, respectively, and $333 thereafter. Since inception, the Company has not recorded any impairment losses.

h) ***Valuation of Long-Lived Assets*** – The Company regularly evaluates whether events or changes in circumstances have occurred that could indicate impairment in the value of its long-lived assets. If there is an indication that the carrying value of an asset is not recoverable, management determines the amount of impairment loss, if any, by comparing the historical carrying value of the asset to its estimated fair value, with any amount in excess of fair value recognized as an expense in the current period. Management determines estimated fair value through an evaluation of recent financial performance, recent transactions for similar assets, market conditions and projected cash flows using standard industry valuation techniques. Undiscounted cash flow projections and estimates of fair value amounts are based on a number of assumptions such as revenue and expense growth rates, estimated holding periods and estimated capitalization rates. Since inception, the Company has not recorded any impairment losses.

i) ***Fair Value of Financial Instruments*** – The Company's financial instruments are limited to cash and cash equivalents, accounts receivable and accounts payable. The fair value of these financial instruments was not materially different from their carrying values at January 3, 2021.

j) ***Leases*** – The Company has building leases that are recorded as right-of-use ("ROU") assets and lease liabilities in accordance with Accounting Standards Codification ("ASC") ASC 842, *Leases*. The Company uses an expected lease term, which includes renewal options that are reasonably assured of being exercised. The size of the investment that the Company makes at a restaurant site, the economic penalty incurred by discontinuing use of the leased facility, location specific performance, and its historical experience with respect to the length of time a restaurant operates at a specific location, factor into the determination of reasonably assured.

   Certain leases provide for rent holidays, which are included in the lease term used for the straight-line rent calculation. Rent expense and accrued rent liability are recorded during the rent holiday period, during which the Company has possession of and access to the property, including the preopening period during construction, but is typically not required or obligated to, and normally does not, make rent payments.

k) ***Revenue Recognition*** – Restaurant sales include food and beverage sales and are net of discounts and applicable state and local sales taxes for Company operated locations. Further, the Company excludes any discounts, such as management meals and employee meals, associated with each sale.

   Revenue resulting from the sale of gift cards is recognized in the period in which the gift card is redeemed. The Company recognizes gift card breakage on gift cards sold for which the likelihood of redemption is remote based on historical redemption patterns. Under ASC Topic 606, *Revenue from Contracts with Customers*, the Company is utilizing the modified retrospective approach, with breakage recognized as restaurant sales instead of as a reduction in restaurant operating costs. Gift card breakage of approximately $386 was recorded for the period from May 13, 2020 (inception) to January 3, 2021.

Note 2—Summary of Significant Accounting Policies (continued)

Eligible customers who enroll in one of the Company's loyalty programs generally can earn points for every dollar spent. After accumulating a certain number of points, the customer earns a reward that can be typically redeemed as a discount or for specified food or a beverage. Earned rewards generally expire one to two months after they are issued. The Company defers revenue associated with the estimated selling price of points earned by customers as each point is earned, net of points not expected to be redeemed. The estimated selling price of each point is based on the estimated value of product for which the reward is expected to be redeemed. Our estimate of points we expect to be redeemed is based on historical restaurant specific data. The cost associated with rewards redeemed is included in the Cost of food and beverage expense on our Consolidated Statement of Operations. The Company recognizes loyalty revenue within restaurant sales on the Consolidated Statement of Operations when a customer redeems an earned reward. Deferred revenue associated with loyalty programs is included in unearned revenue on the Company's Consolidated Balance Sheet.

Franchise revenue includes a royalty based on a percent of sales, and generally includes initial fees. Royalty revenues are based on a percent of sales and recognized at the time the underlying sales occur. Initial fees are generally paid at the point in time a franchise agreement is executed and recognized as the Company satisfies the performance obligation over the franchise term.

l) ***Vendor Rebates*** – The Company receives vendor rebates from various nonalcoholic beverage suppliers. Rebates are recognized as reductions to Cost of food and beverage in the period in which they are earned.

m) ***Advertising Costs*** – During the period from May 13, 2020 (inception) to January 3, 2021, the Company incurred approximately $2,000 of advertising and marketing costs. These costs are included in Restaurant operating costs on the Consolidated Statement of Operations.

n) ***Integration Costs*** – During the period from May 13, 2020 (inception) to January 3, 2021, the Company recognized approximately $1,600 of integration costs related to the Company's purchase of assets from CraftWorks Holdings, LLC. These costs consist primarily of legal, accounting, and technology costs and to a lesser extent other professional fees and miscellaneous costs.

o) ***Income Taxes –*** The Company is a limited liability company. For federal and most state and local taxing jurisdictions, the revenues, expenses, and credits of a limited liability company are allocated to its members. For federal and most state and local taxing jurisdictions in which the limited liability company files, which comprise the majority of the filing jurisdictions for the Company, no provision, assets or liabilities have been recorded in the accompanying consolidated financial statements. However, the Company does have one store in an entity taxed as a C corporation and also has a significant presence in certain state and local jurisdictions in which the Company is subject to income tax. The Company has recorded a provision, assets and liabilities for the income tax impact of these specific jurisdictions in the accompanying consolidated financial statements.

Note 2—Summary of Significant Accounting Policies (continued)

The Company recognizes the benefits of uncertain tax positions in the financial statements only after determining a more likely than not probability that the uncertain tax positions will withstand challenge, if any, from taxing authorities. When facts and circumstances change, the Company reassesses these probabilities and records any changes in the financial statements as appropriate. Uncertain tax positions are accounted for by determining the minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements. This determination requires the use of judgment in assessing the timing and amounts of deductible and taxable items. Tax positions that meet the more likely than not recognition threshold are recognized and measured as the largest amount of tax benefit that is greater than 50% likely of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The Company recognizes interest and penalties accrued related to unrecognized tax benefits as components of income tax expense.

p) ***Concentration of Credit Risk*** – The Company's financial instruments that are potentially exposed to a concentration of credit risk are cash and cash equivalents and receivables. At times, balances may be in excess of FDIC insurance limits. The Company does not believe it is exposed to any significant credit risk with respect to cash. The Company places its cash in high quality credit institutions. The Company does not enter into financial instruments for trading or speculative purposes. The Company considers the concentration of credit risk within its receivables to be minimal as a result of payment histories and the general financial condition of its third-party customers and franchisees.

q) ***Use of Estimates*** – Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the periods to prepare these consolidated financial statements in conformity with GAAP. Significant items subject to such estimates and assumptions include the carrying amount of property and equipment and intangible assets, gift card breakage, self-insurance reserves, loyalty programs, inventory and accounts receivable reserves, and anticipated outcomes of legal proceedings and other contingencies. Actual results could differ from those estimates.

r) ***Recently Issued Accounting Pronouncement*** – In June 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU No. 2016-13"). ASU No. 2016-13 was issued to update the methodology used to measure current expected credit losses ("CECL"). The update applies to financial assets measured at amortized cost, including loans, held-to-maturity debt securities, net investments in leases, and trade accounts receivable as well as certain off-balance sheet credit exposures, such as loan commitments. This ASU replaces the current incurred loss impairment methodology with a methodology to reflect CECL and requires consideration of a broader range of reasonable and supportable information to explain credit loss estimates. ASU No. 2016-13 must be adopted using a modified retrospective transition method through a cumulative-effect adjustment to equity in the period of adoption. The effective date for the Company is for the next fiscal year beginning after December 15, 2022. The Company is currently in the process of evaluating the potential impacts of adopting this ASU on the Consolidated Financial Statements.

Note 3—Business Combination

On June 1, 2020, the Company received an equity contribution from DCH. The following table summarizes the assets acquired and liabilities assumed in connection with this contribution:

Total Consideration:	$	118,381
Identifiable assets:		
Cash and cash equivalents		6,990
Current assets, excluding cash and cash equivalents		10,561
Property and equipment, net		83,253
Intangible assets		59,650
Other noncurrent assets		1,940
Total assets		162,394
Identifiable liabilities:		
Assumed liabilties		59,493
Net assets acquired		102,901
Goodwill	$	15,480

The methodology used in allocating the total consideration to acquired assets and liabilities assumed was to fair value all assets and liabilities with the remaining amount being recorded as goodwill.

Note 4—Prepaid Expenses

Prepaid expenses consist of the following as of January 3, 2021:

Gift card commissions	$	1,932
Insurance		897
Rent		856
IT Maintenance contracts		261
Licenses		185
Advertising		103
Other		153
Prepaid expenses	$	4,387

Note 5—Property and Equipment, net

Property and equipment, net consists of the following as of January 3, 2021:

Buildings and improvements	$	61,642
Equipment		25,048
Asset retirement obligation		965
		87,655
Less accumulated depreciation and amortization		(6,587)
Property and equipment, net	$	81,068

Included in property and equipment as of January 3, 2021 is $841 of asset retirements, net of amortization. Also, $1,035 of asset retirement obligations are included in Other noncurrent liabilities on the Consolidated Balance Sheet. Asset retirement obligations are legal obligations associated with the retirement of tangible, long-lived assets, where the company must ultimately remove equipment or clean premises upon exiting a lease. For the period from May 13, 2020 (inception) to January 3, 2021, depreciation and amortization expense totaled $6,769.

Note 6—Intangible Assets and Goodwill

The contribution amount, current period activity and recorded amortization associated with definite-lived intangible assets, as well as the carrying amount and current period activity for indefinite-lived intangible assets and goodwill from June 1, 2020 to January 3, 2021, are as follows:

	June 1, 2020 Fair Value Upon Acquisition	Current Period Activity	Recorded Amortization	January 3, 2021 Carrying Value
Amortized intangible assets:				
Franchise rights	$ 1,450	$ -	$ (182)	$ 1,268
Indefinite-lived, unamortized intangible assets:				
Goodwill	15,480	-	-	15,480
Trademark	55,700	-	-	55,700
Liquor licenses	2,503	(132)	-	2,371
	75,133	(132)	(182)	74,819
Total goodwill	15,480	-	-	15,480
Total intangible assets	59,653	(132)	(182)	59,339
	$ 75,133	$ (132)	$ (182)	$ 74,819

Note 7—Letters of Credit

The Company has $917 in letters of credit ("LOC") with various financial institutions. The LOC's are collateralized primarily by certificates of deposit, and to a lessor degree cash, maintained with the banks and are shown as restricted cash on the Consolidated Balance Sheet. The LOC agreements do not have any financial or non-financial covenants above and beyond the certificate of deposit requirements.

Note 8—Accrued Expenses

Accrued Expenses consist of the following as of January 3, 2021:

Payroll and benefits	$	4,687
Rent and utilities		2,196
Other		685
Accrued expenses	$	7,568

Note 9—Leases

In February 2016, the FASB issued Accounting Standards Update No. 2016-02 "*Leases* (Topic 842)" ("ASU 2016-02"), which requires lessees to record most leases on the balance sheet but recognize expense in a manner similar to current accounting. For lessors, ASU 2016-02 also modifies the classification criteria and the accounting for sales-type and direct financing leases. Certain of the Company's leases include both lease (i.e. fixed payments including rent) and non-lease components (e.g., common-area maintenance, marketing, and other miscellaneous fixed costs) which are accounted for as a single lease component as the Company has elected the practical expedient to combine lease and non-lease components for real estate leases. The Company is also a party to leases which have a non-cancelable lease term of less than one year with no option to purchase the underlying asset and, therefore, it has elected to exclude these short-term leases from its ROU assets and lease liabilities. The Company applied the standard and all related amendments, using the optional transition method applied to leases at the inception date. The Company recognized a lease liability and ROU asset of $179.7 million at the inception date.

The Company is party to operating lease arrangements primarily for leased real estate for restaurants and office space. ROU assets and lease liabilities related to operating leases under ASC 842 are recorded at commencement when the Company is a party to a contract which conveys the right for the Company to control an asset for a specified period of time. ROU assets and lease liabilities related to operating leases are recorded as Right-of-use assets and Lease liabilities, respectively, on the Consolidated Balance Sheet as of January 3, 2021. The Company does not currently have any arrangements that are classified as financing leases.

The Company's material operating leases range in term from five to twenty years. As of January 3, 2021, the weighted-average remaining lease term of the Company's operating leases was approximately 8.5 years. Leases with an initial term of 12 months or less are not recorded on the Consolidated Balance Sheet and lease expense for these leases is recognized on a straight-line basis over the lease term. The Company's lease agreements also do not contain any material buyout options, residual value guarantees or restrictive covenants.

Most of the Company's leases have rent escalation clauses and some have contingent rent provisions. Terms for these leases are generally for 15 to 20 years and, in many cases, the leases provide for one or more five-year renewal options. Rent expense under these leases is recognized on a straight-line basis over the expected lease term, including renewal option periods when it is reasonably assured that such option periods will be exercised. These renewal periods are also factored into the calculation of the ROU asset and related lease liability. The Company begins recognizing rent expense on the commencement date of the lease which is the date that it or its

Note 9—Leases (continued)

subsidiaries become legally obligated under the lease and take possession of or are given control of the leased property. Rent expense incurred during the construction period for a leased restaurant location is included in pre-opening expense. Contingent rent expense is generally based upon sales levels and is typically accrued when it is deemed probable that it will be payable. These costs are disclosed as variable lease costs.

Any tenant improvement allowances received from landlords under operating leases are recorded as a reduction to the related ROU asset and lease liability. The same lease term that is used to calculate the lease liabilities is also used for assessing leases for finance or operating lease accounting. Many of the Company's leases require payments for property taxes, insurance, maintenance and certain other costs. The variable portion of these payments is not included as a component of the Company's ROU assets and lease liabilities. Rather, variable payments, other than those dependent on an index or rate, are expensed as incurred and are disclosed as variable lease costs.

For existing operating leases that commenced prior to the Company's adoption of ASC Topic 842, Leases, on May 13, 2020, the Company made an accounting policy election to use the incremental borrowing rate for their leases considering the remaining lease term and remaining minimum rental payments during transition in establishing the lease liability. For new leases entered into after the adoption of ASC Topic 842, the Company will use an incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. The right-of-use asset also includes any lease payments made on or before the commencement date of the lease, less any lease incentives received. As the rate implicit in the lease is not readily determinable in the Company's leases, the Company uses an incremental borrowing rate based on the information available at the lease commencement date for their discount rate in determining the present value of lease payments. The incremental borrowing rates used are estimated based on what the Company would be required to pay for a collateralized loan over a similar term. As of January 3, 2021, the weighted-average discount incremental borrowing rate was 11.98%. Additionally, based on the applicable lease terms and the current economic environment, the Company applies a portfolio approach for determining the incremental borrowing rate for its real estate leases.

Lease costs directly attributable to restaurant operations are primarily for real estate and to a lesser extent certain restaurant equipment. There were $20.9 million of operating lease costs included in restaurant operating costs on the Consolidated Statement of Operations for the period from May 13, 2020 (inception) to January 3, 2021.

Future payments under operating lease arrangements accounted for under ASC Topic 842 are as follows:

Fiscal Year:	Operating Leases
2021	$ 32,603
2022	34,436
2023	31,611
2024	33,942
2025	33,569
Thereafter	119,090
Total lease payments, undiscounted	285,251
Less: discount	109,974
Total operating lease liabilty as of January 3, 2021 at present value	175,277
Less: operating lease liability as of January 3, 2021, current	8,313
Operating lease liability as of January 3, 2021, long term	$ 166,964

Note 10—Income Taxes

Income taxes consist of the following:

Income tax expense (benefit):		
Currently payable		
Federal	$	59
State		127
		186
Deferred		
Federal		(4)
State		(60)
		(64)
Income tax expense	$	122

A reconciliation of income tax expense at the U.S. federal statutory rate to the Company's actual income tax expense is as follows:

Computed at the statutory rate (21%)	$	(1,867)
Increase resulting from:		
State income taxes, net of federal tax benefit		62
Passthrough income		1,927
Actual income tax expense	$	122

Note 10—Income Taxes (continued)

The effects of temporary differences related to deferred taxes shown on the consolidated balance sheet is as follows:

Deferred tax assets:		
Accrued expenses	$	43
ROU liability		1,358
ARO liability		11
Federal and state net operating loss carryforwards		744
		2,156
Deferred tax liabilities:		
Intangibles		(482)
Property and equipment		(141)
ROU assets		(1,352)
ARO assets		(8)
		(1,983)
Net deferred tax asset before valuation allowance		173
Valuation allowance:		
Beginning balance		-
Increase during the period		(737)
Ending balance		(737)
Net deferred tax liability	$	(564)

The Company had post-apportionment state net operating loss carryforwards of approximately $11,452 as of January 3, 2021 which can be used to offset future taxable income. These net operating loss carryforwards begin to expire in 2036.

Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Annually, the Company assesses the future realization of the tax benefit of its existing deferred tax assets and determines whether a valuation allowance is needed. Based on the Company's assessment, it is more likely than not that certain deferred tax assets will not be realized in the future. As a result, the Company recorded a valuation allowance of $737 as of January 3, 2021.

The Company has determined that no uncertain tax positions exist as of January 3, 2021. Generally the Company's tax returns for years 2017 to 2020 remain open to examination by the Internal Revenue Service and state taxing jurisdictions. The Company does not expect any significant changes to uncertain tax positions in the next twelve months.

Note 11—Contingencies

Insurance Reserves – The Company is currently self-insured for a portion of its workers' compensation, general liability, and liquor liability losses (collectively, casualty losses) as well as certain other insurable risks. To mitigate the cost of exposures for certain property and casualty losses, the Company makes annual decisions to either retain the risks of loss up to a certain maximum per occurrence, aggregate loss limits negotiated with insurance carriers, or fully insure those risks.

Tax Contingencies – The Company is subject to personal property and sales and use taxes in the United States. The Company is regularly under audit by tax authorities. This is believed to be common for the restaurant industry. Management believes the ultimate disposition of these matters will not have a material adverse affect on the Company's consolidated financial position or results of operations.

Litigation Contingencies – The Company is a defendant from time to time in various legal proceedings arising in the ordinary course of its business, including individual and purported class action claims alleging violations of federal and state wage and hour laws, claims relating to injury or wrongful death under "dram shop" laws, claims relating to workplace, workers' compensation and employment matters, discrimination and similar matters, claims resulting from "slip and fall" accidents, claims relating to lease and contractual obligations, claims relating to its franchising initiatives, and claims from guests or employees alleging illness, injury or other food quality, health or operational concerns. The Company may also become subject to lawsuits and other proceedings, as well as card network fines and penalties, arising out of the actual or alleged theft of its customers' credit or debit card information.

The Company does not believe that any of the legal proceedings pending against it as of the date of this report will have a material adverse effect on its liquidity or financial condition. The Company may incur liabilities, receive benefits, settle disputes, sustain judgments, or accrue expenses relating to legal proceedings in a particular fiscal year which may adversely affect its results of operations, or on occasion, receive settlements that favorably affect its results of operations.

COVID-19 Pandemic – On January 30, 2020, the World Health Organization declared the coronavirus "COVID-19" outbreak a "Public Health Emergency of International Concern" and on March 11, 2020, declared it to be a pandemic. Actions taken by governments across the United States to help mitigate the spread of COVID-19 included restrictions on travel, quarantines, or "stay-at-home" restrictions in certain areas and forced closures for certain types of public places and businesses. COVID-19 and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets globally, including the geographical areas in which the Company operates.

While it is unknown how long these conditions will last and what the complete financial impact will be, the Company is closely monitoring the impact of the COVID-19 pandemic on all aspects of the operations and is unable at this time to predict the continued impact that COVID-19 will have on future operating results due to numerous uncertainties. The Company will continue to follow the various government policies and advice, and will do its utmost to continue operations in the best and safest way possible without jeopardizing the health of its customers and employees. As of January 3, 2021, 192 of the 194 Company operated locations had re-opened. The remaining two locations were opened during the first fiscal quarter of 2021.

Note 12—Employee Benefit Plan

The Company maintains a 401(k) plan ("401k Plan") for the benefit of its employees and their beneficiaries. Under the 401k Plan, employees can make contributions of their compensation, subject to an annual statutory limit. The Company may contribute annually to the 401k Plan according to the plan document and may make a contribution at its sole discretion for participants meeting certain eligibility criteria. Company contributions vest according to a vesting schedule defined in the 401k Plan document. The Company did not make any discretionary contributions for the period from May 13, 2020 (inception) to January 3, 2021.

Note 13—Subsequent Events

Subsequent events have been evaluated and there are none that warrant disclosure through April 30, 2021, the date at which the financial statements were available to be issued.

EXHIBIT B

OLD CHICAGO FRANCHISING II LLC

FRANCHISE AGREEMENT

EXHIBIT B

FRANCHISE AGREEMENT

OLD CHICAGO FRANCHISING II LLC

19219 Katy Fwy, Suite 500
Houston, Texas 77094
Telephone: (346) 440-0SPB

Name of Franchisee:

_____

OLD CHICAGO FRANCHISING II LLC
FRANCHISE AGREEMENT

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OLD CHICAGO FRANCHISING II LLC
FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made by and between Old Chicago Franchising II LLC, a Delaware limited liability company ("Franchisor") and the franchisee identified on the signature page of this Agreement ("Franchisee") as of the date specified as the "Effective Date" on the signature page. In consideration of the following mutual promises, the parties agree as follows:

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, the Franchisor and the Franchisor's Affiliates have developed a distinctive system ("Restaurant System") identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin ("Marks") that governs the establishment and operation of restaurants that feature pizza, calzones, pasta, burgers, salads and related food items and a wide selection of imported, domestic and micro-brewed beers in a casual dining atmosphere and that operate under the "Old Chicago" name and in association with the Marks; and

WHEREAS, the distinguishing characteristics of the Restaurant System include distinctive exterior and interior design, decor, color scheme and furnishings; special recipes and menu items; a prescribed beverage selection and tap system; uniform standards, specifications, and procedures for operations; quality and uniformity of Foods, Products and Services; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs, all of which the Franchisor and its Affiliates may change, improve and further develop from time to time; and

WHEREAS, the Franchisor's parent has awarded Franchisor with a license to use and sublicense the use of the Restaurant System and the Marks and to franchise the operation of Old Chicago Restaurants; and

WHEREAS, the Franchisee has applied for a Franchise to operate an Old Chicago Restaurant ("Old Chicago Restaurant(s)" or "Restaurant(s)") and the Franchisor has approved the Franchisee's application; and

WHEREAS, the Franchisee understands and acknowledges the importance of the Franchisor's high standards of quality, cleanliness, appearance and service and the necessity of operating a franchised Old Chicago Restaurant in conformity with the Franchisor's standards and specifications, and the Restaurant System;

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1
GRANT

1.1 Grant of Franchise. Subject to the terms and conditions of this Agreement, the Franchisor hereby grants to the Franchisee the right and license, and the Franchisee accepts the right and obligation, to operate a franchised Old Chicago Restaurant under the Marks and in accordance with the Restaurant System and the provisions of this Agreement at the Licensed Location specified in Attachment A-1 to this Agreement. At all times, the Franchisee acknowledges and agrees that the Marks are and will remain the sole property of the Franchisor and its Affiliates.

1.2. Franchise Limits. This Agreement does not grant the Franchisee the right or license to operate the Restaurant from any location except the Licensed Location or to use the Restaurant System or the Marks to offer or sell any Foods, Products or Services through any channel of distribution, except at the Restaurant.

1.3. Protected Area. Upon the Franchisor's review and evaluation of the location for the Restaurant and the Franchisee's acquisition of the Licensed Location in accordance with this Agreement, the Franchisor will assign to the Franchisee a primary area of operation ("Protected Area") described in Attachment A-1 to this Agreement. The Protected Area may be further described in a map attached as an exhibit to this Agreement and signed by the Franchisor and the Franchisee. Except as provided in this Agreement, and subject to the Franchisee's full compliance with this Agreement and any other agreement between the parties or any of their Affiliates, neither the Franchisor nor any of its Affiliates will establish, or authorize any person or Entity to establish an Old Chicago Restaurant, other than the Franchisee's Restaurant, in the Protected Area during the term of this Agreement.

1.4. Exceptions to Protected Area. The Franchisee acknowledges that the Franchisor and its Affiliates operate restaurants under the Marks and under other names and marks, and further acknowledges that the rights granted in this Agreement pertain only to the operation of an Old Chicago Restaurant at the Licensed Location. Accordingly, the Franchisee agrees that the Franchisor and its Affiliates may, or may authorize a third party to: (a) advertise and promote the Restaurant System in the Protected Area and fill customer orders by marketing ancillary products, gift cards and other merchandise via the internet to customers who reside or work in the Protected Area; (b) establish and operate in any Reserved Venue an Old Chicago Restaurant or a food service facility of any other type that offers the same products and services as an Old Chicago Restaurant; (c) offer and sell any Foods, Products and Services under any names and marks other than the Marks anywhere, including in the Protected Area; (d) establish and operate an Old Chicago Restaurant anywhere outside of the Protected Area regardless of proximity to the Protected Area or the Restaurant; (e) engage in any transaction, including to purchase or be purchased by, to merge or combine with any other business, including a business that competes directly with the Franchisee's Restaurant, wherever located; (f) to use and license the use of technology at locations inside and outside the Protected Area; (g) to provide catering or delivery services inside and outside the Protected Area; or (h) implement multi-area marketing programs (including over the internet and national accounts) which may allow the Franchisor or others to solicit or sell to customers anywhere, even in the Protected Area. The Franchisor reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

1.5. Reserved Venue Option. The Franchisor may conduct, or authorize any other person or Entity to conduct a business, including an Old Chicago Restaurant, at a Reserved Venue in the Protected Area. The Franchisee may be afforded an opportunity to conduct business in a Reserved Venue if the Franchisee meets the criteria and qualifications that the Franchisor and/or the Facilities Operator deem necessary. The Franchisor may require the Franchisee to provide such information as may be necessary, in the judgment of the Franchisor or the Facilities Operator, to determine whether the Franchisee meets such criteria and possesses the requisite qualifications. If offered to the Franchisee, the Franchisee will have the right to accept such offer within 60 days after receipt of written notification of the opportunity. If the Franchisee fails to notify the Franchisor in writing of the Franchisee's intent to accept the offer within the 60-day period, the Franchisor may conduct such business itself, or authorize any other person or Entity to do so.

1.6. Relocation. The Franchisee will not relocate the Restaurant without the prior written consent of the Franchisor. The Franchisee will request the Franchisor's approval to relocate the Restaurant to another location in the Protected Area in writing. If the Franchisor grants the Franchisee the right to relocate the Restaurant, the Franchisee will comply with the Franchisor's site selection,

construction and other procedures and criteria, and the then-current standards and specifications applicable to new franchisees at the time of the relocation. The Franchisor has the right to impose such additional conditions upon its approval of Franchisee's relocation of the Restaurant as it determines in its discretion, including, but not limited to, the payment by Franchisee to the Franchisor a Relocation Fee in the amount of $5,000 to reimburse the Franchisor for its costs and expenses associated with the relocation, including legal and accounting fees. The Franchisor will be under no obligation to adjust the boundaries of the Protected Area, or to grant the Franchisee additional territory in the Protected Area, if the Franchisee relocates its Restaurant.

1.7. Owners Agreement and Assumption of Obligations. To induce us to enter into this Agreement, all persons with a direct or indirect Ownership Interest in the Restaurant, and their spouses, must sign and deliver to us the Owners Agreement in the form attached to this Agreement as Attachment B. If the Franchisee is an Entity, each individual owner (i.e., each natural person holding a direct or indirect Ownership Interest in the Franchisee) and their spouses must sign the Owners Agreement in the form attached to this Agreement as Attachment B. Any future persons and their spouses must sign and deliver revised versions of Attachment B as a condition of, and in order to reflect any permitted changes in ownership in connection with any permitted Transfer of ownership under this Agreement.

Attachment C to this Agreement completely and accurately describes all of the Franchisee's Owners and their interests in the Franchisee as of the Effective Date. The Franchisee and its Owners agree to sign and deliver to the Franchisor revised versions of Attachment C periodically to reflect any permitted changes in the information that Attachment C now contains.

ARTICLE 2
SITE SELECTION, PLANS AND CONSTRUCTION

2.1. Site Acquisition. The Franchisee will be responsible for all costs and expenses for locating, presenting for the Franchisor's prior review, securing and developing a site for the Restaurant within the Protected Area, and for constructing and equipping the Restaurant at the Licensed Location. The Franchisee acknowledges that the location, selection, procurement and development of the site for the Restaurant is the Franchisee's responsibility; that in discharging such responsibility the Franchisee must consult with real estate and other professionals of the Franchisee's choosing; and that the Franchisor's evaluation of a prospective site and the rendering of any assistance in the review of a site does not constitute a representation, promise, warranty or guaranty, express or implied, by the Franchisor that an Old Chicago Restaurant operated at that site will be profitable or financially successful.

2.2. Site Selection Guidelines. Prior to making a binding commitment to secure a site for the Restaurant by lease or purchase, the Franchisee will locate a site that satisfies the site selection guidelines provided to the Franchisee by the Franchisor, obtain the financial information, approvals and commitments required by the Franchisor, and submit to the Franchisor, in the form the Franchisor specifies, the information and materials as the Franchisor may require regarding the proposed site for the Restaurant (collectively, "Site Information"). If Franchisor does not accept Franchisee's proposed site within 14 days after receiving the Site Information (or within 14 days after the Franchisee provides any supplemental information requested by the Franchisor), the proposed site will be deemed rejected. The Franchisee will not purchase or lease a proposed site until the Franchisee has provided the Site Information to the Franchisor, the Franchisor has reviewed the Site Information, and the Franchisor has provided the Franchisee with a no-objection letter for the proposed site. The review of any Site Information, any visits by the Franchisor to a proposed site, and/or the issuance of a no-objection letter by the Franchisor will not constitute an approval of the site by the Franchisor or a warranty or representation by the Franchisor or any other party that the site for the Licensed Location chosen by the Franchisee will be a financial or operational success. The issuance of a no-objection letter by the Franchisor will mean

only that it has received and reviewed the Site Information provided by the Franchisee, and will not be deemed to be an approval of the site by the Franchisor.

2.3. Site Release. Except as set forth in Section 2.2 of this Agreement, the Franchisor will have no duty or obligation to assist the Franchisee in the selection of a site for the Licensed Location, or to provide any assistance to the Franchisee in the purchase or lease of the Licensed Location. The Franchisor has informed the Franchisee that it does not have any experience or expertise in selecting real estate sites in the geographic area where the Franchisee's Restaurant will be located and, therefore, the Franchisor will not have any obligation, duty or liability to the Franchisee as a result of the site selected by the Franchisee and/or the purchase or lease of the Licensed Location. The Franchisee hereby releases the Franchisor and its Affiliates and their respective agents and employees, in their corporate and individual capacities, from any and all Claims by the Franchisee arising from, in connection with, or as a result of the Franchisee's purchase or lease of the site selected by the Franchisee for the Licensed Location.

2.4. Timing for Site Acquisition. Within 60 days after the Franchisor has evaluated the site for the Restaurant and issued the no-objection letter, the Franchisee will, at the Franchisee's expense, acquire the Licensed Location by purchase or lease.

2.5. Lease for Licensed Location. If the Franchisee leases the Licensed Location, the Franchisee will submit a copy of the proposed Lease to the Franchisor prior to the Lease's execution, and furnish to the Franchisor a copy of the executed Lease within ten days after execution. The terms of the Lease must, at a minimum: (a) give the Franchisor the right to enter the premises during regular business hours to conduct inspections, monitor the use of the Marks and cure defaults under the Lease or this Agreement; (b) prohibit the Franchisee from subleasing or assigning all or any of its occupancy rights or the leased premises without the Franchisor's prior written consent; (c) give the Franchisor the right (but not the duty) to assume the Lease for the remaining term of the Lease if, prior to the expiration of the Lease, the Franchisee is evicted by the landlord or if this Agreement expires or is terminated by either the Franchisor or the Franchisee for any reason; however, in all the aforementioned situations, Franchisee shall have the right of first refusal to keep said leased premises; and (d) provide that the Franchisee and the landlord will not amend the Lease in any manner that would materially affect the Franchisee's obligations under this Agreement without the Franchisor's prior written consent. Any Lease signed may require the Franchisee's Owners and their spouses to sign a personal guaranty. The Franchisee will have the Lease reviewed by its legal counsel, and the Franchisee and the Franchisee's landlord will execute a copy of the Lease Addendum attached to the Franchise Disclosure Document as Exhibit H. The Franchisor's review of the Lease will not be for the purpose of approving the legal aspects, economics or rental terms of the Lease. Accordingly, the Franchisor will have no responsibility to the Franchisee regarding the economics, legality or enforceability of the Lease.

2.6. Prototypical Restaurant Plans and Specifications. If you are constructing the Restaurant building, we will loan to you standards and specifications for the construction of a prototypical Old Chicago Restaurant. If you are converting an existing building or an end-cap space, we will provide design assistance in site adapting including review of a conceptual design package. The Franchisee must independently obtain, at its expense, the architectural, engineering and design services necessary for the construction or remodeling of the Restaurant from a licensed architectural design firm. The Franchisor will provide a list of recommended and required consultants to be used as it deems necessary. The Franchisee, at its expense and in cooperation with the architect, engineering and/or design firm it has employed, will adapt the Restaurant plans and specifications for construction or remodeling of the Restaurant provided by the Franchisor to the extent necessary to be consistent with local building codes and will submit such plans to the Franchisor for review. If the Franchisor determines, in its sole discretion, that the architect, the architectural design firm and/or the Restaurant plans do not meet the

Franchisor's architectural and design standards and specifications for an Old Chicago Restaurant or are not consistent with the best interests of the Restaurant System, the Franchisor will, within 30 days after receiving such plans, provide the Franchisee with a reasonably detailed list of the changes necessary to make the plans acceptable. The Franchisee will obtain written approval of final construction plans from Franchisor prior to submitting any plans for city and municipal review or commencing construction. The Franchisee acknowledges that the Franchisor's review of such plans does not constitute a representation, warranty or guaranty, express or implied, by the Franchisor that such plans are free of architectural or design errors or that they comply with all applicable legal requirements, all applicable codes (including the requirements of the Americans With Disabilities Act) and the Franchisor will have no liability to the Franchisee or any other party with respect thereto.

2.7. Construction or Remodeling. Prior to beginning construction or remodeling of the Restaurant at the Licensed Location, the Franchisee will select a contractor, obtain all zoning approvals, clearances, all required permits, licenses and certifications necessary for the lawful construction or remodeling of the Licensed Location. Franchisee will obtain written approval of remodel design from Franchisor prior to submitting any plans for city or municipal review or commencing construction. The Franchisee will provide the Franchisor with periodic reports regarding the progress of the construction or remodeling as may be requested by the Franchisor. If the Franchisor identifies instances where the Franchisee's construction or remodeling is inconsistent with, or does not meet, the Franchisor's standards and all applicable codes, including conformance with new codes, the Franchisor will notify the Franchisee in writing of such deficiencies, and the Franchisee will correct such deficiencies prior to opening. The Franchisee will notify the Franchisor of the scheduled date for completion of construction or remodeling no later than 30 days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, the Franchisor will, at its option, conduct an inspection of the completed Restaurant. The Franchisee acknowledges and agrees that the Franchisee will not open the Restaurant for business without the prior written authorization of the Franchisor.

2.8. Opening of Restaurant. The Franchisee may not open its Restaurant until: (1) the Franchisor notifies the Franchisee in writing that all of the Franchisee's pre-opening obligations have been fulfilled; (2) the Franchisee has completed all initial training programs to the Franchisor's satisfaction; (3) all amounts due to the Franchisor have been paid; (4) the Franchisor has been furnished with copies of all insurance policies and certificates required by this Agreement, or other documentation of insurance coverage and payment of premiums the Franchisor requests; (5) the Franchisee notifies the Franchisor that all approvals and conditions stated in this Agreement have been met; and (6) the Franchisee has received all required permits and licenses. The Franchisee must be prepared to open and operate its Restaurant immediately after the Franchisor states the Franchisee's Restaurant is ready for opening. The Franchisee will open and commence business at the Restaurant within 270 days after the Effective Date of this Agreement unless the Development Agreement or another written agreement between the parties specifies a different Required Opening Date. In the event Franchisee is not open for business at the Restaurant on the Required Opening Date, then the Franchisee may request, in writing, up to two 30-day extension periods to open the Restaurant, not to exceed 60 days form the Required Opening Date in total. The Franchisor may grant or deny the extension request(s) in its discretion. If the Franchisor grants an extension, the Franchisor shall be entitled to receive from the Franchisee a nonrefundable amount equal to $1,500 for each full or partial week after the Required Opening Date until the Franchisee's Restaurant is open for business. The Franchisor may also, in its sole discretion, terminate this Agreement upon ten days' prior written notice, if the Restaurant is not open for business by the Required Opening Date or the end of any extension period(s) the Franchisor may grant. Upon termination of this Agreement for failure to open by the Required Opening Date, the Franchisor shall be entitled to retain all amounts the Franchisee previously paid to, and that have been deemed earned by, the Franchisor, including, but not limited to, the Initial Franchise Fee, and the Franchisor may pursue such other non-monetary remedies as are available to it at law and in equity. Prior to opening, the Franchisee

will complete all exterior and interior preparations for the Restaurant pursuant to the standards and specifications approved by the Franchisor, and will comply with all other pre-opening obligations of the Franchisee to the Franchisor's satisfaction. The Franchisor will have the right to prohibit the Franchisee from opening the Restaurant for business until the Franchisee complies with these obligations.

ARTICLE 3
TERM AND RENEWAL

3.1. Term. The term of this Agreement will commence on the Effective Date and will expire ten years after the Effective Date. If the Franchisee leases the Licensed Location, then the Franchisee will use its best efforts to negotiate a Lease term that coincides with the term of this Agreement, and the term of this Agreement and the term of the Lease for the Licensed Location will commence on the same date. If the term of the Lease for the Licensed Location (excluding any renewal terms) is for a term that is longer than the term of this Agreement, then the term of this Agreement will be automatically extended to coincide with the initial term of the Franchisee's Lease for the Licensed Location; provided, however, that in no event will the term of this Agreement exceed 20 years (excluding any renewal terms). If the Franchisee, or any of the Franchisee's Owners, owns, either directly or indirectly, the Licensed Location, including the business premises, the real estate or the building, then the term of this Agreement will be for 20 years.

3.2. Option to Renew. The Franchisee may, at its option, renew the Franchise for the Restaurant for an additional term of ten years, subject to any or all of the following conditions: (a) the Franchisee will give the Franchisor written notice of the Franchisee's intention to renew the Franchise not less than seven months nor more than 12 months prior to the end of the term of this Agreement; (b) the Franchisee will repair or replace, at the Franchisee's expense, all FF&E required for the operation of the Restaurant as the Franchisor may require and will obtain, at the Franchisee's expense, any new or additional FF&E that may be required by the Franchisor for the Franchisee to offer and sell new menu items from the Restaurant or to provide the Restaurant's services by alternative means, such as carry-out, catering, or other manner specified by the Franchisor, and will otherwise modernize the Restaurant premises and the FF&E required for the operation of the Restaurant, as required by the Franchisor to reflect then-current standards and image of the Restaurant System; (c) the Franchisee is not in default of any provision of this Agreement or any other agreement between the parties to this Agreement and any of their Affiliates and the Franchisee has timely complied with all the terms and conditions of such agreements during their terms; (d) the Franchisee has satisfied all monetary obligations owed by the Franchisee to the Franchisor and their Affiliates under this Agreement and under any other agreement between the parties to this Agreement and any of their Affiliates and has timely met those obligations throughout the terms of the related agreements; (e) the Franchisee has the right to remain in possession of the Licensed Location or obtains the Franchisor's approval of a new site for the operation of the Restaurant for the duration of the renewal term of the Franchise; (f) the Franchisee and its Owners have executed a general release, in a form satisfactory to the Franchisor, of any and all Claims against the Franchisor, its Affiliates and each of their respective officers, directors, agents, representatives, independent contractors and employees, in their corporate and individual capacities, including Claims arising under this Agreement and federal, state and local laws, rules and regulations; (g) the Franchisee will execute the Franchisor's then-current form of franchise agreement and ancillary documents (including, but not limited to, an Owners Agreement or other guaranty) for a term of ten years, the provisions of which may substantially differ from the terms of this Agreement including, without limitation, a higher percentage Royalty Fee, Brand Fund Contribution and other advertising contribution and expenditure requirements, except that the Franchisee will pay to the Franchisor, in lieu of an Initial Franchise Fee, a Renewal Fee of 50% of Franchisor's then current Initial Franchise Fee or, if Franchisor is not then offering Franchises for sale, then 50% of the initial franchise fee listed in the Franchisor's

most recent Franchise Disclosure Document; and (h) the Franchisee will comply with the Franchisor's then-current qualification and training requirements.

ARTICLE 4
FEES

4.1. Initial Franchise Fee. If this Agreement is being signed for the right to open and operate a single Restaurant franchise or the first Restaurant under a Development Agreement between the Franchisor and Franchisor, upon execution hereof, the Franchisee will pay to the Franchisor (or Franchisor's Affiliate) a non-refundable Initial Franchise Fee of $40,000, which will be paid in full when the Franchisee executes this Agreement. If this Agreement is for the right to open the second or each subsequent Restaurant (after the first Restaurant) under a Development Agreement between the Franchisor and the Franchisee, then the Franchisee will pay any remaining balance of the Initial Franchise Fee upon execution of this Agreement. If this Agreement is the renewal of a prior franchise agreement with us for an existing Restaurant, then no Initial Franchise Fee is due. The Initial Franchise Fee will be deemed fully earned when paid and is payment for all of the pre-opening assistance that Franchisor provides to allow Franchise to open the Restaurant, and it also offsets some of Franchisor's Franchisee recruitment expenses.

4.2. Royalty Fee. During the term of this Agreement, the Franchisee will pay to the Franchisor a continuing Royalty Fee in an amount equal to 4% of the Restaurant's Gross Sales in each Sales Period. The Royalty Fee is an ongoing payment that allows Franchisee to use the Marks and the intellectual property of the Restaurant System and that pays for Franchisor's ongoing support and assistance. If a state or local law prohibits or restricts the Franchisee's ability to pay Royalty and Brand Fund Contributions on alcoholic beverages, the Franchisee will pay the Franchisor the difference between those fees the Franchisee paid the Franchisor and the fees that would have otherwise been paid.

4.3. Payment of Royalty Fees; Royalty Reports. The Royalty Fee and any other fees required by this Agreement to be calculated and paid on the basis of Gross Sales will be payable on the 15th day following the end of each Sales Period with respect to the Gross Sales for the preceding Sales Period, and must be paid by the Franchisee to the Franchisor by electronic funds transfer ("EFT") from the Franchisee's designated bank account on the date due. Each Royalty Fee payment will be preceded or accompanied by a report ("Royalty Report") that itemizes the Gross Sales for the related Sales Period and by any other reports the Franchisor may require. The Franchisee will also provide the Franchisor with detailed sales information, including the calculated Gross Sales for the preceding Week generated by the Franchisee's Restaurant. This information will be captured from the point-of-sales system on the day specified by Franchisor from time to time each Week for the preceding Week by electronic data communication, facsimile transmission or such other method as the Franchisor may direct or permit.

4.4. Electronic Funds Transfer. The Franchisee will establish and maintain an EFT account and the Franchisor may withdraw funds from the Franchisee's designated bank account by EFT in the amount of the Royalty Fees, Brand Fund Contributions payable pursuant to Section 10.1, and any other fees, payments or amounts due to the Franchisor or its Affiliates. Withdrawals may be made on the first Business Day after the Royalty Fee, Brand Fund Contribution or other payment is due or on any succeeding Business Day, and if applicable, the amount of the withdrawal will be based on the Gross Sales for the applicable Sales Period, as evidenced by the Royalty Report. If the Franchisor has not received the relevant Royalty Report, the amount of the withdrawal will be based on the most recent Royalty Report provided to the Franchisor by the Franchisee as required by Section 4.3. When the Franchisor subsequently receives the Royalty Report for the subject Sales Period, the amount of the payment for the subject Sales Period will be adjusted based upon the actual Gross Sales generated during the applicable Sales Period. For any other monetary obligation not paid when due, the Franchisor will

have the right to withdraw such amounts on the fifth or later Business Day after such amount becomes past due. The Franchisee will, upon execution of this Agreement or any time thereafter at the Franchisor's request, execute such documents or forms as the Franchisor determines are necessary for the Franchisor to process EFT payments from the Franchisee's designated bank account for payments due hereunder. The Franchisee will be responsible for any EFT transfer fees or service charges imposed by its bank. The Franchisee will at all times throughout the term of this Agreement maintain a balance in the bank account sufficient to cover the EFT payments made from the account. The Franchisee will not be entitled to withhold payments due the Franchisor under this Agreement on grounds of alleged nonperformance by the Franchisor.

4.5. Interest and Fees on Amounts due to the Franchisor. All unpaid obligations under this Agreement will bear interest from the date due until paid at the lesser of the daily equivalent of: (a) 18% per year simple interest; or (b) the maximum rate allowed by applicable law. If interest in excess of the maximum rate allowed by applicable law will be deemed charged, required or permitted, any such excess will be applied as a payment and reduction of any other amounts which may be due and owing hereunder. If any check, draft, electronic transfer or otherwise, is unpaid because of insufficient funds or otherwise, the Franchisee shall pay the Franchisor a fee of $50 per occurrence. The Franchisee will also pay the Franchisor an administrative fee of $100 for each delinquent payment within ten days after the delinquent payment was due. Fees are in addition to any interest due. If any payment is made to the Franchisor by credit card for any fee required, the Franchisor may charge a service charge of up to 4% of the total charge. The Franchisee will, immediately upon receipt of an invoice from the Franchisor, reimburse the Franchisor for any and all costs incurred by the Franchisor in the collection of any past-due payments, including attorneys' fees and costs.

4.6. Application of Franchisee Payments. All payments by Franchisee pursuant to this Article 4 shall be applied in such order and to such obligations of Franchisee as Franchisor in its sole discretion may designate from time to time. Franchisee agrees that they may not designate an order of application of any payments different from that designated by Franchisor and expressly acknowledges and agrees that Franchisor may accept payments made pursuant to different instructions from Franchisee without any obligation to follow such instructions, even if such a payment is made by its terms conditional on such instructions being followed. This subparagraph may be waived only by written agreement signed by Franchisor, which written agreement must be separate from the check or other document constituting payment.

4.7. Security Interest in Restaurant. As security for the performance of the Franchisee's obligations under this Agreement, including payments owed to the Franchisor, the Franchisee grants the Franchisor a security interest in all of the assets of the Restaurant, including, but not limited to, inventory, fixtures, furniture, equipment, accounts, supplies, contracts, and proceeds and products of all those assets. The Franchisee agrees that the Franchisor may file a UCC-1 to perfect the security interest granted. If the Franchisee defaults in any of the Franchisee's obligations under this Agreement, the Franchisor may exercise all rights of a secured creditor granted to the Franchisor by law, in addition to the Franchisor's other rights under this Agreement and at law. The Franchisee will not grant a security interest in the Restaurant or in any of the Restaurant Assets to any party other than the Franchisor without the Franchisor's prior written consent. In connection with any request for the Franchisor's consent, the secured party will be required to enter into an agreement with the Franchisor that ensures orderly transition of management control of the Restaurant in the event of default by the Franchisee under any documents related to the security interest. The agreement with lender must include the option, but not the obligation, to purchase at fair market value all of the Restaurant Assets, including all approved equipment, fixtures, furniture and signs, and all supplies, materials and other items imprinted with any Mark, and to take an assignment of the lease for the Restaurant and any other lease or concession agreement necessary for the operation of the Restaurant.

ARTICLE 5
FRANCHISEE'S OBLIGATIONS

5.1. Franchisee's Efforts. The Franchisee and each of the Owners covenants and agrees that they will make all commercially reasonable efforts to operate the Restaurant so as to achieve optimum sales.

5.2. Operating Principal. The "Operating Principal" designated by the Franchisee in Attachment C when the Franchisee signs this Agreement (or when the Franchisee signed its Development Agreement with Franchisor,) will, during the entire time he or she acts as such, meet the following qualifications: (a) the Operating Principal must, at the Franchisee's option, either serve as the General Manager or, subject to the approval of the Franchisor, the Franchisee must designate another individual to act as the General Manager; (b) the Operating Principal must be an Owner with 5% or more Ownership Interest in Franchisee, which Ownership Interest must remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options; (c) the Operating Principal will execute this Agreement as one of the Owners, and will be individually, jointly and severally, bound by all obligations of the Franchisee and the Owners; (d) the Operating Principal will devote his/her full time and best efforts to the supervision, management and operations of the Franchisee's Restaurant; and (e) if, during the term of this Agreement, the Operating Principal is not able to continue to serve in the capacity of Operating Principal or no longer qualifies to act as Operating Principal, the Franchisee will promptly notify the Franchisor and designate a duly qualified replacement Operating Principal within 30 days after the Operating Principal ceases to serve or be so qualified. The replacement Operating Principal must complete the approval process and training required by the Franchisor and must be approved by the Franchisor in writing before assuming his/her duties.

5.3. Management Team. The Franchisee will designate and retain at all times a general manager ("General Manager"), a kitchen manager ("Kitchen Manager"), two or more assistant managers ("Assistant Managers") and such other personnel as the Franchisor deems reasonably necessary for the operation and management of the Restaurant. The General Manager and the Assistant Managers will be responsible for the daily operation of the Restaurant. The Kitchen Manager will be responsible for the daily operation of the kitchen of the Restaurant. The General Manager, Kitchen Manager and Assistant Managers will hereinafter be collectively referred to as the "Management Team." A designated member of the Franchisee's Management Team will be responsible for the training of the Franchisee's bartenders, wait staff and other personnel ("Training Manager"). The Management Team members will, during the entire period they are employed by the Franchisee: (a) satisfy Franchisor's educational and business experience criteria, as set forth in the Franchise Manual or otherwise in writing by the Franchisor; (b) be full-time employees who will devote their full time and best efforts to their respective duties; and (c) satisfy the Franchisor's initial and ongoing training requirements. If, during the term of this Agreement, a member of the Management Team is not able to continue to perform his/her required duties or no longer qualifies to hold such position, the Franchisee will promptly notify the Franchisor and designate a duly qualified replacement within 30 days after the affected individual ceases to serve.

ARTICLE 6
TRAINING

6.1. Training. The Franchisee agrees that it is necessary for the efficient operation of the Restaurant that the Operating Principal, the Management Team and other Restaurant personnel receive such training as the Franchisor may require. Not later than 12 weeks prior to the date the Restaurant is scheduled to open, the Franchisee's Operating Principal, General Manager, Kitchen Manager, and two

Assistant Managers (a total of five individuals, which will include a designated Training Manager) will attend and complete, to the Franchisor's satisfaction, those elements of the Franchisor's manager in training program ("MITP") applicable to such positions. Franchisee shall pay Franchisor $50 per attendee for the electronic and digital training materials. Each of your managers and other employees we designate are required to complete ServSafe training or a similar program and become certified for food and/or alcohol. If this Agreement is for the Franchisee's second Restaurant, the Franchisee's General Manager, Kitchen Manager and two Assistant Managers (a total of four individuals) will attend the MITP. For each of Franchisee's Restaurants after the second, Franchisee shall, at Franchisee's expense, conduct MITP for the General Manager, Kitchen Manager and Assistant Managers in a Restaurant of Franchisee that has been approved by Franchisor as an "Approved Management Training Restaurant." Franchisor will require the Restaurant designated by the Franchisee as its Approved Management Training Restaurant passes Franchisor's brand standards audit as a condition for approval. Franchisee's Training Manager and MITP instructors must participate in a two week training program and be certified by Franchisor before Franchisee may conduct MITP. If Franchisee develops and operates two Restaurants, after the development of Franchisee's second Restaurant, Franchisee shall also be responsible, at its expense, for conducting MITP for any replacement Operating Principal, General Manager, Kitchen Manager or Assistant Manager in Franchisee's Approved Management Training Restaurant; otherwise, such replacement managers must attend MITP conducted by Franchisor at Franchisee's expense. Except as otherwise provided in this Agreement or the Development Agreement, training of such persons will be conducted by the Franchisor at an Approved Management Training Restaurant or another location designated by the Franchisor, and the Franchisor will provide instructors for the MITP for such persons at no additional cost to the Franchisee, subject to the payment by the Franchisee of its expenses and the expenses of its personnel as provided below. Franchisee shall designate a qualified replacement Operating Principal, General Manager, Kitchen Manager, Assistant Manager or Training Manager within 30 days after the affected individual ceases to serve in that capacity. Any replacement or successor Operating Principal, General Manager, Kitchen Manager or Training Manager must complete applicable portions of the MITP within 12 weeks of such individual's start date, said training(s) to begin within 30 days after such start date. The Franchisor reserves the right to charge a reasonable fee for any training provided by the Franchisor to any replacement or successor Operating Principal, General Manager, Kitchen Manager or Training Manager, if the Franchisee is not approved by the Franchisor to provide such training in accordance with the Development Agreement. The Franchisee will be responsible for any and all expenses incurred by the Franchisee or the Franchisee's personnel in connection with any MITP, including Travel Expenses, Salaries and Benefits, and the cost of the electronic and digital training materials provided by the Franchisor to the Franchisee and the Franchisee's personnel during training. Payments to the Franchisor for these training materials are non-refundable and will be due and payable by the Franchisee within ten days after receipt of an invoice from the Franchisor indicating the amount owed.

6.2. Completion of Training. The Franchisor will determine, in its sole discretion, whether the members of the Franchisee's Management Team have satisfactorily completed the MITP. If the MITP is not satisfactorily completed by all of the members of the Management Team, or if the Franchisor, in its reasonable business judgment based upon observation of any such person's performance, determines that the person cannot satisfactorily complete the required training, the Franchisee will designate a replacement who must satisfactorily complete the required training at least 13 weeks prior to the Required Opening Date.

6.3. Additional Training. The Operating Principal, General Manager, Kitchen Manager, Assistant Managers, Training Manager, and such other Restaurant personnel as the Franchisor may designate, will attend such additional training programs and seminars as the Franchisor may offer from time to time. For all such programs and seminars, the Franchisor will provide the instructors and training materials. However, the Franchisor reserves the right to impose a fee for such additional training programs and seminars. The Franchisee will be responsible for any and all expenses incurred by the

Franchisee and its Restaurant personnel in connection with such additional training, including Travel Expenses, Salaries and Benefits. Payments to the Franchisor for additional training will be due and payable by the Franchisee within ten days after receipt of an invoice from the Franchisor indicating the amount owed.

6.4. New Restaurant Opening Team. A new restaurant opening team ("NRO Team") will assist with the implementation of the Restaurant System and provide on-site pre-opening and opening training, supervision and assistance at the Restaurant. The duration of on-site assistance, personnel and number of members of the NRO Team will be solely determined by the Franchisor. Franchisor shall supply the NRO Team for the first three Old Chicago Restaurants that Franchisee (and/or its Affiliates, collectively) open. If Franchisee (and/or its Affiliates, collectively) owns four or more Old Chicago Restaurants, Franchisee must supply its own NRO Team members and pay all Salaries and Benefits for its NRO Team members.

6.5. NRO Team Expenses. All Travel Expenses, Salaries and Benefits for the members of the NRO Team, as required and determined by the Franchisor, will be paid by the Franchisee. If the Franchisor schedules the Franchisee's opening and the Restaurant is not ready to open as scheduled, the Franchisee will be responsible for the costs to change travel arrangements for the entire NRO Team and all related expenses. All fees and expenses for the NRO Team are due upon the earlier of the date the Restaurant first opens for business or 270 days after signing this Agreement. The Franchisee will pay each such invoice in full within ten days after receipt of the invoice. These fees are uniformly imposed and non-refundable. In the event the Franchisee is not able to supply its NRO Team members, the Franchisor may provide team members to fill the remaining positions on the NRO Team, at the Franchisee's expense. The Franchisee must designate a charity to which Franchisee must donate any monies received at any pre-opening, mock dining bar, soft opening or restaurant session held at the Franchisee's Restaurant.

6.6. Additional Assistance. For any additional pre-opening, opening or other training or assistance the Franchisee requests, and any similar assistance that the Franchisor provides to the Franchisee, the Franchisee will pay to the Franchisor the then-current per diem fee being charged to Franchisees generally for trained representative assistance, and reimburse the Franchisor for any related expenses incurred by the Franchisor to provide such training or assistance including, if applicable, Travel Expenses. Payments to the Franchisor for such additional assistance will be due and payable by the Franchisee within ten days after receipt of an invoice from the Franchisor indicating the amount owed.

6.7. On-Site Remedial Training. Upon the reasonable request of the Franchisee or as the Franchisor deems appropriate, the Franchisor will, subject to the availability of personnel, provide the Franchisee with additional trained representatives who will provide on-site remedial training to the Franchisee's Restaurant personnel. The Franchisee will pay the per diem fee then being charged to Franchisees under the Restaurant System for the services of such trained representatives, plus their Travel Expenses. Payments to the Franchisor for such on-site remedial training will be due and payable by the Franchisee within ten days after receipt of an invoice from the Franchisor indicating the amount owed.

ARTICLE 7
FRANCHISOR'S OTHER OBLIGATIONS

In addition to the training and other assistance provided pursuant to Article 6 the Franchisor will also provide the following services and assistance to the Franchisee during the term of this Agreement: (1) periodic visits to the Restaurant, as determined by the Franchisor, to inspect the premises of the Restaurant and evaluate the Restaurant's Foods, Products and Services; (2) copies of advertising and promotional materials and information that the Franchisor develops from time to time for use by operators

of Old Chicago Restaurants in local marketing and advertising, including formats for classified directory advertising for which the Franchisor will have the right to charge the Franchisee a fee; (3) updates to the list of Approved and Designated Suppliers and the criteria for the Franchisor's approval of new Approved Suppliers; and (4) updates to the Franchise Manual.

ARTICLE 8
RESTAURANT STANDARDS AND OPERATIONS

8.1. Compliance with Standards. The Franchisor has developed and will continue to develop uniform standards of quality, cleanliness and service applicable to all Old Chicago Restaurants, including the Franchisee's Restaurant, to protect and maintain for the benefit of the Franchisor and all of its Franchisees the distinction, valuable goodwill and uniformity represented and symbolized by the Marks and the Restaurant System. The Franchisee agrees to maintain the uniformity and quality standards required by the Franchisor for all Foods, Products and Services associated with the Marks and the Restaurant System, and agrees to the terms and conditions contained in this Article to assure the public that all Old Chicago Restaurants will be uniform in nature and will sell and dispense quality Foods, Products and Services. The Franchisee understands the importance of maintaining uniformity among all of the Old Chicago Restaurants and the importance of complying with all of the Franchisor's standards and specifications relating to the operation of the Restaurant and agrees to comply with those standards and specifications. The Franchisee will use the Marks and the Restaurant System in strict compliance with the moral and ethical standards, quality standards, health standards, operating procedures, specifications, requirements and instructions required by the Franchisor.

8.2. Maintenance of Restaurant. The Franchisee will maintain the Restaurant in a high degree of sanitation, repair and condition, and in connection therewith will make such additions, alterations, repairs and replacements to the Restaurant as may be required for sanitation purposes (but no others without the Franchisor's prior written consent), including such periodic repainting or replacement of worn or obsolete FF&E as the Franchisor may require, at the Franchisee's cost and expense. The Franchisee will also obtain, at its expense, any new or additional FF&E that may be reasonably required by the Franchisor for the Franchisee to comply with the then-current Restaurant System, to offer and sell new menu items from the Restaurant or to provide the Restaurant's services by alternative means, such as through carry-out, catering, or any other manner specified by the Franchisor. No alterations or improvements or changes of any kind in the design or the premises of the Restaurant or the FF&E will be made in or about the Restaurant without the prior written approval of the Franchisor and all alterations, improvements or changes must of any kind must be made in conformance with the Restaurant System and Franchise Manual.

8.3. Remodeling of Restaurant. The Franchisee will, upon the request of the Franchisor and at Franchisee's sole expense, make other improvements to remodel and/or modernize the premises of the Restaurant and the FF&E to comply with the Franchisor's then-current standards, specifications and all applicable codes, including conformance with new codes. The Franchisee agrees that it will make such capital improvements or modifications to the Restaurant if so requested by the Franchisor every five years during the term of this Agreement.

8.4. Compliance with Franchise Manual. To ensure that the highest degree of quality and service is maintained, the Franchisee will operate the Restaurant in strict conformity with such methods, standards and specifications of the Franchisor set forth in the Franchise Manual and the Restaurant System and as may from time to time otherwise be prescribed by the Franchisor in writing. The Franchisee acknowledges that its compliance with the Franchise Manual is vitally important to the Franchisor and the Restaurant System's franchisees and is necessary to protect the Franchisor's reputation and the goodwill of the Marks and to maintain the uniform quality of operation through the Restaurant

System. However, the Franchise Manual is not designed to control the day-to-day operation of the Franchisee's Restaurant.

8.5. Foods, Products and Services Offered. The Franchisee will sell or offer for sale all Foods, Products and Services required by the Franchisor and only in the manner and style prescribed by the Franchisor, including dine-in, carry-out and catering, as expressly authorized by the Franchisor in writing in the Franchise Manual or otherwise, and execute such documents or instruments as the Franchisor may deem necessary to facilitate the providing of these services. The Franchisee will sell and offer for sale only the Foods, Products and Services that have been expressly approved for sale in writing by the Franchisor; and will discontinue selling and offering for sale any Foods, Products or Services, or providing such Foods, Products or Services in any manner or through any method of distribution which the Franchisor may, in its sole discretion, disapprove in writing at any time. The Franchisee will have discretion regarding the prices it charges customers for menu items, products, merchandise or services subject to its participation in Restaurant System wide promotions. However, Franchisor reserves the right to establish minimum and maximum resale prices subject to applicable law. The Franchisee will maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that conform to the Franchisor's standards and specifications (including products specified by name or brand). The Franchisee must follow Franchisor's off-site policies and procedures in the Franchise Manual, which may require the Franchisee to provide catering and delivery services and/or utilize third-party delivery services. These policies may change over the term of the Franchise Agreement. The Franchisee may be required to use the third-party delivery service(s) with which the Franchisor has a national contract, and the Franchisee may not contract with any other delivery platform without the Franchisor's approval. The Franchisee will be responsible for costs and fees charged by any third-party delivery service platforms. The Franchisee is not guaranteed any specific territory or area for catering or delivery. The Franchisor may require the Franchisee to discontinue catering or delivery services. The Franchisor's delivery and catering policies and procedures may allow the Franchisee to provide catering and delivery services in the territories of other Old Chicago Restaurants without compensating the operator of those restaurants. These policies may also allow other Old Chicago Restaurants to provide catering and delivery services in the Franchisee's Protected Area without compensating the Franchisee. The Franchisor may impose restrictions in the future that prevent the Franchisee from providing catering and delivery services outside of the Protected Area.

8.6. Sample Testing. The Franchisor or its agents will have the right, at any reasonable time, to remove a reasonable number of samples of beer, beverages, food or non-food items from the Franchisee's inventory, or from the Restaurant, without payment therefor, in amounts necessary for testing by the Franchisor or an independent laboratory to determine whether the samples meet the Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, the Franchisor may require that the Franchisee bear the cost of the testing if the supplier of the item has not previously been approved by the Franchisor or if the sample fails to conform to the Franchisor's standards or specifications.

8.7. Furniture, Fixtures and Equipment. The Franchisee will purchase or lease and install, at the Franchisee's expense, all FF&E as the Franchisor may direct from time to time in the Franchise Manual or otherwise in writing; and refrain from installing or permitting to be installed on or about the Restaurant premises, without the Franchisor's prior written consent, any FF&E or other items not previously approved as meeting the Franchisor's standards and specifications.

8.8. Approved Signs. All exterior and interior signs at the Licensed Location ("Signs") must comply with the standard sign plans and specifications established by the Franchisor and provided to the Franchisee. The Franchisee will, at its expense, prepare or cause the preparation of complete and detailed plans and specifications for the Signs and will submit them to the Franchisor for written approval. The

Franchisor will have the absolute right to inspect, examine, videotape and photograph the Signs during the term of this Agreement. The Franchisee will be responsible for any and all installation costs, sign costs, architectural fees, engineering costs, construction costs, permits, licenses, repairs, maintenance, utilities, insurance, taxes, assessments and levies in connection with the construction, erection, maintenance or use of the Signs. The Franchisee will comply with all federal, state and local laws, regulations, building codes and ordinances relating to the construction, erection, maintenance and use of the Signs. The Franchisee may not alter, remove, change, modify, or redesign the Signs unless approved by the Franchisor in writing. The Franchisor will have the right to redesign the specifications for the Signs without the approval or consent of the Franchisee. Within 90 days after receipt of written notice from the Franchisor, the Franchisee will, at its expense, either modify or replace the Signs so that the Signs displayed at the Licensed Location will comply with the new specifications. The Franchisee will not be required to modify or replace the Signs more than once every five years.

8.9. Inspections. The Franchisee will grant the Franchisor and its agents the right to enter upon the Restaurant premises at any time for the purpose of conducting inspections; cooperate with the Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from the Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should the Franchisee, for any reason, fail to correct such deficiencies within the time period determined by the Franchisor, such failure shall be a default under this Agreement, and the Franchisor will have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge the Franchisee a fee for the Franchisor's expenses in so acting, payable by the Franchisee immediately upon demand.

8.10. Staffing; Dress Code. The Franchisee will maintain a competent, conscientious, trained staff and take such steps as are necessary to ensure that its employees preserve good customer relations and comply with the dress code prescribed in the Franchise Manual.

8.11. Independent Shopping Services. The Franchisor will have the right to hire independent shopping or other customer feedback services to (a) visit the Franchisee's Restaurant, (b) interview the customers of the Franchisee's Restaurant electronically, by telephone, or in person, (c) summarize customer information from comment cards and other evaluation methods or devices, and/or (d) communicate with customers of the Franchisee's Restaurant by email or in writing for the purpose of evaluating: (1) the operations of the Franchisee's Restaurant, (2) the quality of the Foods, Products and Services provided to customers by the Franchisee's Restaurant, (3) whether the Franchisee is in compliance with the operational and quality standards specified in the Franchise Manual. The Franchisor will determine the frequency, nature and extent of the evaluation services that will be provided and the form of the reports the evaluation service will provide to the Franchisor. The fees charged to evaluate the Franchisee's Restaurant will be paid by the Franchisor or from the Brand Fund. The Franchisor will provide the Franchisee with copies of all evaluation reports prepared for the Franchisee's Restaurant.

8.12. Music. The Franchisee will play in the Restaurant such recorded or programmed music as the Franchisor may from time to time require in the Franchise Manual or otherwise in writing and obtain such copyright licenses as may be necessary to authorize the playing of such recorded music.

8.13. Marks; Franchisee's Name. The Franchisee will operate the Restaurant so that it is clearly identified and advertised as an Old Chicago Restaurant. The style and form of the name "Old Chicago" and the other Marks used in any advertising, marketing, public relations or promotional program must have the prior written approval of the Franchisor. The Franchisee will use the name "Old Chicago," the approved logos and all graphics commonly associated with the Restaurant System and the Marks on all materials in the manner prescribed by the Franchisor. The Franchisee will require all

advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Restaurant), and other items that may be designated by the Franchisor will bear the Marks in the form, color, location and manner prescribed by the Franchisor. The Franchisee will not use any of the words "Old Chicago," the Marks or any derivative thereof or any of the words used in any of the other Marks in the name of any Entity formed by the Franchisee or any Affiliate of the Franchisee. The Franchisee will at all times hold itself out to the public as an independent contractor operating its Restaurant pursuant to the Agreement with the Franchisor. The Franchisee will file for a certificate of assumed name in the manner required by applicable state law to notify the public that the Franchisee is operating its Restaurant as an independent contractor.

8.14. Complaints; Notices. The Franchisee will process and handle all government agency, consumer and employee complaints, allegations and Claims connected with or relating to the Restaurant, and will promptly notify the Franchisor by telephone and in writing of all such matters including: (a) food related illnesses; (b) safety or health violations; (c) Claims exceeding $1,000; (d) dram shop violations; (e) liquor license violations; and (f) any other material notifications, complaints, allegations or Claims against or losses suffered by the Franchisee or the Restaurant. The Franchisee will deliver to the Franchisor, immediately upon receipt by the Franchisee or delivery at the Licensed Location, an exact copy of all: (a) notices of default received from the landlord of the Licensed Location or any mortgagee, trustee under any deed of trust, contract for deed holder, lessor, or any other party; (b) notifications or other correspondence relating to any legal proceeding relating in any way to the Franchisee's Restaurant or to the Licensed Location; and (c) inspection reports or any other notices, warnings or citations from any governmental authority, including any health and safety, taxing and/or licensing authorities. The Franchisee will provide all additional information requested by the Franchisor relating to any of these matters. The Franchisee will maintain for the Franchisor's review any inspection reports affecting the Restaurant or equipment located in the Restaurant during the term of this Agreement and for 30 days after the expiration or earlier termination this Agreement. If any of Franchisee's customers contact Franchisor with a complaint or issue, Franchisor may in its sole discretion remedy such complaint or issue in which case Franchisee must reimburse Franchisor for any such remedy deemed appropriate in Franchisor's sole discretion.

Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Franchisor, as instructed in the Franchise Manual, by telephone and email (or other electronic messaging medium authorized by Franchisor for this purpose). Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event. "Crisis Management Event" means any event that occurs at or about the Restaurant that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Restaurants or Franchisor or its Affiliates. In the event of the occurrence of a Crisis Management Event, Franchisor may also establish emergency procedures pursuant to which Franchisor may require Franchisee to, among other things, temporarily close the Restaurant to the public, in which event Franchisor shall not be liable to Franchisee for any losses or costs, including consequential Damages or loss profits occasioned thereby.

8.15. Identifiers. Franchisee acknowledges that all telephone numbers, facsimile numbers, social media websites, internet addresses and e-mail addresses (collectively "Identifiers") used in the operation of Franchisee's Restaurant constitute Franchisor's assets, and upon termination or expiration of this Agreement, Franchisor will take such action within five days to cancel or assign to Franchisor or Franchisor's designee as determined by Franchisor, all of Franchisee's right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at

Franchisor's direction. Franchisee agrees to take all action required cancel all assumed name or equivalent registrations related to Franchisee's use of the Marks. Franchisee acknowledges that, Franchisor has the sole rights to, and interest in, all Identifiers used by Franchisee to promote Franchisee's Restaurant and/or associated with the Marks. Franchisee irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Franchisee further appoints Franchisor to direct the telephone company, postal service, registrar, internet Service Provider, listing agency, website operator, or any other third party to transfer such Identifiers to Franchisee or Franchisee's designee. The telephone company, postal service, registrar, internet Service Provider, listing agency, website operator, or any other third party may accept such direction by Franchisor pursuant to this Agreement as conclusive evidence of Franchisor's rights to the Identifiers and Franchisor's authority to direct their transfer.

8.16. Payment of Taxes. The Franchisee will promptly pay when due all Taxes levied or assessed, and all accounts and other indebtedness of every kind incurred by the Franchisee in the conduct of the Restaurant. The Franchisee will be solely liable for the payment of all Taxes and will indemnify the Franchisor for the full amount of all such Taxes imposed on the Franchisor, and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether the Taxes were correctly or legally asserted or not. Each payment made to the Franchisor hereunder will be made free and clear and without deduction for any Taxes. If any Taxes are, directly or indirectly, imposed on the Franchisor with respect to any payments to the Franchisor required under this Agreement, unless the Taxes are credited against the income tax otherwise payable by the Franchisor, the Franchisee will pay an amount to the Franchisor equal to the Taxes so imposed within ten days after receiving an invoice from the Franchisor indicating the amount owed.

8.17. No Tax Sale or Seizure. In the event of any bona fide dispute as to the Franchisee's liability for Taxes assessed or other indebtedness, the Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event will the Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the premises of the Restaurant or any improvements thereon.

8.18. Compliance with Laws. The Franchisee will be solely responsible for and authority over the operation of its Restaurant, and will control, supervise and manage all the employees, agents and independent contractors who work for or with the Franchisee. The Franchisor will not have any right, obligation or responsibility to hire, fire, discipline, control, supervise or manage the Franchisee's employees, agents or independent contractors. The Franchisee will inform all of its employees that they are solely employees of the Franchisee and not the Franchisor and the Franchisee will describe the independent relationship of the Franchisor and the Franchisee to the Franchisee's employees. Within seven days of Franchisor's request, Franchisee and each of its employees will sign an employment relationship acknowledgment form stating that Franchisee alone is the employee's employer and that Franchisee alone operates the Restaurant. Franchisee will use its legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements and will not use the Marks on these documents.

The Franchisee will comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations pertaining to the operation of the Franchisee's Restaurant including, but not limited to: (a) health and food service licensing laws; (b) health and safety regulations and laws; (c) environmental laws; (d) employment laws (including all wage and hour, compensation and benefit laws; employment taxes; workers' compensation laws; workplace safety laws; discrimination laws; sexual harassment laws; and disability and discrimination laws); (e) credit card and debit card laws

applicable to consumers, including all Privacy Laws (defined below); and (f) tax laws (including those relating to individual and corporate income taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, F.I.C.A. taxes, inventory taxes, personal property taxes, real estate taxes and federal, state and local income tax laws). The Franchisee will, at its expense, be solely and exclusively responsible for determining the licenses and permits required by law for the Franchisee's Restaurant, for obtaining and qualifying for all licenses and permits, and for compliance with all applicable laws by its employees, agents and independent contractors.

The Franchisee agrees to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("Privacy Laws"). The Franchisee agrees to use only approved credit card processors and security solutions to protect customer and employee data. The Franchisee also agrees to comply with the Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between the Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, the Franchisee will: (a) comply with the requirements of applicable law; (b) immediately give the Franchisor written notice of said conflict; and (c) promptly and fully cooperate with the Franchisor and the Franchisor's counsel in determining the most effective way, if any, to meet the Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. The Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without the Franchisor's prior written consent as to said policy.

8.19. Alcoholic Beverages. The Franchisee will comply with: (a) all liquor licensing laws; (b) all federal, state, city, local and municipal licensing, insurance and other laws, regulations and requirements applicable to the sale of alcoholic beverages by the Franchisee at the Restaurant; and (c) the liquor liability insurance requirements set forth in this Agreement.

8.20. Conferences. The Franchisee's Operating Principal and/or the other persons designated by the Franchisor and the Franchisee's General Manager and/or the other persons designated by the Franchisor will attend each conference held by the Franchisor ("Conferences"). The date and location of all Conferences conducted by the Franchisor will be at the sole discretion of the Franchisor. The Franchisee will pay the Salaries and Benefits, the Travel Expenses and all other expenses incurred by the persons attending the Conferences on the Franchisee's behalf. The Franchisor reserves the right to charge registration fees for the Conferences held by the Franchisor. The Franchisee must send at least one person to each Conference held by the Franchisor provided that the Franchisor may exclude the Franchisee from attending any Conference if the Franchisee is then in default of the Agreement or has received two more notices of default of this Agreement in the preceding 12 months in the Franchisor's sole discretion.

8.21. Payment Vendors and Methods. Franchisee must use any payment vendors and accept all payment methods required by the Franchisor in the Franchise Manual or otherwise in writing. The Franchisee must use one of our approved ASV and QSA services for network scanning and PCI certification services. The Franchisee agrees to comply with the then-current Payment Card Industry (PCI) data security standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that the Franchisor may reasonably specify. Among other things, the Franchisee agrees to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards. Franchisee will not create or issue any gift certificates or gift card programs, and will participate in and sell the gift certificates and gift cards that are approved, required or issued by the Franchisor for all Old Chicago Restaurants. Franchisee will not issue coupons or discounts of any type, except as approved by the Franchisor in the Franchise Manual or otherwise in writing.

8.22. Quality Assurance Programs; Customer Loyalty Programs. The Franchisee will, at its expense, fully participate in all quality assurance programs and customer loyalty programs established, approved or required by the Franchisor in the Franchise Manual or otherwise in writing for all Old Chicago Restaurants including, but not limited to, the World Beer Tour™. The Franchisee's participation in any such quality assurance programs and customer loyalty programs will be in compliance with the standards, policies and procedures established by the Franchisor and the Restaurant System.

ARTICLE 9
FOODS, PRODUCTS AND SERVICES

9.1. Limitations on Foods, Products and Services. The Franchisee will sell only those Foods, Products and Services, and will sell all Foods, Products and Services, specified in the Franchise Manual or otherwise in writing by the Franchisor. The Franchisee will maintain sufficient inventories to realize the full potential of the Restaurant and will conform to all customer service standards prescribed by the Franchisor in writing. The Franchisee will only sell the Foods, Products and Services on a retail basis at the Licensed Location, and will not offer or sell the Foods, Products and Services: (a) on a wholesale or retail basis at any other location; (b) by means of the internet, catalogue or mail order sales, or telemarketing; and (c) by any other method of distribution. The Franchisee will have discretion regarding the prices it charges customers for menu items, merchandise or services.

9.2. Delivery. The Franchisee will not deliver, whether for a fee or not, any foods, food products, beverages, merchandise or other items offered for sale by the Franchisee's Restaurant without the Franchisor's written authorization which Franchisor may subsequently revoke at any time in its sole discretion.

9.3. Approved Suppliers. The Franchisee will purchase certain Foods, Products and Services which will be used or sold by the Franchisee at its Restaurant only from Approved Suppliers. We will provide a list of our approved and designated suppliers, vendors and consultants. The Franchisee will have the right to purchase such Foods, Products and Services from other suppliers provided they conform to the Franchisor's standards and specifications and provided that the Franchisor determines that the supplier's business reputation, quality standards, delivery performance, credit rating, and other criteria are satisfactory. Franchisee must comply with the designated supply chain management system ("Supply Chain Management System") to manage product quality and product inventory, and must use an Approved Supplier for these services. If the Franchisee desires to purchase any Foods, Products or Services from suppliers other than Approved Suppliers, then the Franchisee must, at its expense, submit samples, specifications, and product information requested by the Franchisor for review and testing to determine whether these Foods, Products and Services comply with the Franchisor's standards and specifications. The Franchisor will also have the right to inspect the facilities of the proposed supplier, and the Franchisee will reimburse the Franchisor for the costs and expenses incurred to conduct the inspection. The Franchisor will complete all product testing within 30 days, and will notify the Franchisee of its determination within 45 days after the Franchisor receives the samples and other requested information from the Franchisee. The written approval of the Franchisor must be obtained before any previously unapproved Foods, Products and Services are purchased, sold or used by the Franchisee.

9.4. Designated Suppliers. The Franchisee will purchase only from Designated Suppliers those Foods, Products and Services designated in writing by the Franchisor which are to be used or sold by the Restaurant and which the Franchisor determines must meet the standards of quality and uniformity required to protect the valuable goodwill and uniformity symbolized by and associated with the Marks and the Restaurant System. The Franchisee will only use Designated Suppliers of soft drink syrups and may be required to enter into a franchisee participation agreement with Designated Supplier.

9.5. Sources for Recipes and Proprietary Products. The Franchisee acknowledges that the Franchisor has and may continue to develop for use in the Restaurant System certain foods, beverages and products that are prepared from highly confidential secret recipes and that are trade secrets of the Franchisor. Because of the importance of quality and uniformity of production and the significance of such foods, beverages and products in the Restaurant System, it is to the mutual benefit of the parties that the Franchisor closely controls the production and distribution of such foods, beverages and products. Accordingly, the Franchisee agrees that the Franchisee will use the Franchisor's secret recipes and other proprietary products to the Franchisor's specifications, and will purchase solely from the Franchisor or from Designated Suppliers all of the Franchisee's ingredients and supplies for such foods, beverages and products. The Franchisee further agrees to purchase from Designated Suppliers for resale to the Franchisee's customers certain Old Chicago brand promotional merchandise, such as T-shirts, sweatshirts and caps, as required by the Franchisor in amounts sufficient to satisfy other customers' demand.

You acknowledge that the Franchisor, its affiliates, and its parents may receive rebates from some suppliers based on the Franchisee's purchase of products and services, and the Franchisor has no obligation to pass such rebates on to the Franchisee or use them in any particular manner.

9.6. Brand Name Products. The Franchisee will purchase and use in the operations of its Restaurant all of the brand name products specified in writing by the Franchisor.

9.7. Branding of Products. The Franchisee will not have the right to: (a) use or display the Marks on or in connection with any foods, products or services ("Products") that have not been approved by the Franchisor in writing; (b) acquire, develop, produce or manufacture any Products using the name "Old Chicago" or any of the Marks, or direct any other person or Entity to do so; (c) acquire, develop, produce or manufacture any Products that have been developed, produced or manufactured by or for the Franchisor for use in conjunction with the Restaurant System and which is sold under any of the Marks, or direct any other person or Entity to do so; and (d) use, have access to, or have any rights to any proprietary formulas, ingredients, or recipes for any Products created by or at the direction of the Franchisor and sold under the name "Old Chicago" or any of the Marks.

ARTICLE 10
ADVERTISING AND RELATED FEES

10.1. Brand Fund Contributions. The Franchisee will pay the Franchisor continuing "Brand Fund Contributions" equal to 2% of the Gross Sales of the Restaurant at the same time and in the same matter that the Franchisee pays its Royalty Fees. Brand Fund Contributions will be deposited by the Franchisor into the "Brand Fund," which is a system-wide fund for marketing, developing and promoting the Restaurant System, the Marks, and Old Chicago Restaurants. Every franchisee of the Franchisor will be required to contribute to the Brand Fund but all franchisees may not contribute on the same basis or amount.

10.2. Use of Brand Fund Contributions. The Franchisor will have the absolute and unilateral right to determine when, how and where the Brand Fund Contributions and other payments deposited into the Brand Fund will be spent. The Franchisor assumes no fiduciary duty to the Franchisee or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct, or administer the Brand Fund.

The Brand Fund may be used, to among other things, to purchase and pay for product and market research, production development, production materials, ad slicks, brochures, radio and television commercial production costs, services provided by advertising agencies or media buyers, in-store

advertising, menu development, design and production, mailing costs, signs, public relations, telemarketing, direct mail advertising, promotional programs, advertising market research, graphics and design costs, creation, maintenance and enhancement of a home page or System Website, internet costs, software development and upgrades, services provided by software developers or consultants, special event marketing costs, gift card and gift certificate program costs, independent shopping, customer feedback or other evaluation services, miscellaneous advertising costs, the costs incurred in administering the Brand Fund and such other costs and expenses as the Franchisor deems appropriate and in the best interests of all Old Chicago Restaurants and the Restaurant System. All administrative and other costs associated with or incurred in the administration of the Brand Fund including, but not limited to, marketing and administrative personnel Salaries and Benefits, including but not limited to the Salaries and Benefits of a marketing coordinator, Travel Expenses, long distance telephone charges, office rental, collection costs (including attorneys' fees paid in collecting past-due Brand Fund Contributions), postage and office supplies will be paid from the Brand Fund. The Franchisor will not be required to spend the Brand Fund Contributions in the Brand Fund in any particular geographic or DMA market and will not be required to spend the Brand Fund Contributions in the Franchisee's market area in proportion to the Brand Fund Contributions paid by the Franchisee. The Franchisor will not use Brand Fund Contributions for advertising that is principally a solicitation for the sale of franchises, but the Franchisor reserves the right to include a notation in any advertisement indicating "Franchises Available," or similar phrasing, or include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Brand Fund. The Franchisor will not be required to spend the Brand Fund Contributions in the Brand Fund in the fiscal year in which the payments were made. All interest accrued by the Brand Fund will remain in the Brand Fund. The Franchisor will use the Brand Fund in a manner that provides marketing benefits to all Old Chicago Restaurants as determined in the Franchisor's sole discretion. However, the Franchisor reserves the right to allocate the funds in the Brand Fund to various permitted uses as it sees fit and does not guarantee that all Restaurants will receive equal benefits or identical coverage. If the Brand Fund operates at a deficit or requires additional funds at any time, the Franchisor may loan such funds to the Brand Fund or the Franchisor may borrow from another source in such amounts and on such terms including repayment terms, as the Franchisor deems necessary or advisable, in the Franchisor's sole discretion. The Brand Fund is not audited, however, a summary showing the income to the Brand Fund and the expenditures made from the Brand Fund during each fiscal year will be prepared by the Franchisor and be available 90 days after the Franchisor's fiscal year end for the preceding fiscal year. Copies of the summary will, upon written request, be provided to the Franchisee.

10.3. Reproduction of Marketing Materials. The Franchisor will furnish the Franchisee one slick, master or other "suitable for reproduction" sample of all newspaper inserts, direct mail flyers, point-of-purchase promotional pieces, television and radio commercials, and other marketing and product identification materials that the Franchisor creates and approves for system-wide use. The Franchisee must pay to reproduce and use these materials in the Franchisee's local advertising campaigns.

10.4. Local Advertising; LRM Report. Unless the Franchisor uniformly specifies a lesser amount, each Month the Franchisee will spend at least 1% of the preceding Month's Gross Sales of the Restaurant on local advertising and promotions in accordance with the Local Restaurant Marketing ("LRM") guidelines set forth in the Franchise Manual or otherwise in writing by the Franchisor. Expenditures the Franchisee incurs for any of the following will not qualify as local advertising for purposes of this provision, unless approved in advance by the Franchisor in writing: (a) salaries, expenses or benefits of any employees of the Franchisee, including expenses for attendance at advertising meetings or activities; (b) in-store materials consisting of fixtures or equipment; or (c) seminar and educational costs and expenses of the Franchisee's employees. Within 30 days after the end of each calendar year, the Franchisee will, in the prescribed form, furnish the Franchisor with an accurate accounting of the Franchisee's expenditures for approved local advertising and promotions (the "LRM Report"). Each LRM Report will show the amount the Franchisee spent on a Monthly basis for local

advertising and promotions during the preceding year and how the Franchisee spent those funds. Upon the Franchisor's request, the Franchisee will also submit documents substantiating that the Franchisee incurred and paid particular expenditures for local advertising and promotions. If the Franchisee does not spend the required amount on Local Advertising in any given Month, the Franchisee shall pay the difference between the amount that the Franchisee actually paid for Local Advertising and the required amount for Local Advertising to the Franchisor which amount will be contributed to the Brand Fund, or if the Brand Fund does not then exist, to other marketing initiatives then conducted by the Franchisor.

10.5. Advertising Standards and Approval. All advertising and promotion by the Franchisee will be conducted in a dignified manner and will conform to the standards and requirements set forth in the Franchise Manual or otherwise. The Franchisee will obtain the Franchisor's prior approval of all advertising and promotional plans and materials not prepared by the Franchisor which approval may be withheld in the Franchisor's sole discretion. The Franchisee will submit previously unapproved plans and materials to the Franchisor, and the Franchisor will approve or disapprove such plans and materials within 14 days after the Franchisor's receipt. The Franchisee will promptly discontinue the use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from the Franchisor. If the Franchisee uses any marketing, advertising or promotional materials or campaigns that the Franchisor has not approved, the Franchisee will pay the Franchisor an "Unauthorized Advertising Fee" of $500 per occurrence which may be contributed to the Brand Fund in the Franchisor's sole discretion. The Franchisee agrees to participate in all system-wide promotions and advertising campaigns that the Franchisor creates. The Franchisor reserves the right to approve in advance of use by the Franchisee any graphic or electronic materials or commercials developed by the Franchisee that feature any of the Marks.

10.6. Grand Opening. In addition to the expenditures set forth above, the Franchisee will plan and carry out a grand opening promotion relating to the opening of the Restaurant in accordance with the Franchise Manual, and will spend a minimum of $25,000 on the grand opening promotion for its Restaurant. The Franchisee will pay a non-refundable portion of this amount to the Franchisor or the Franchisor's Affiliates for menus and opening promotional materials. Expenditures for grand opening advertising will be in addition to the other advertising obligations of the Franchisee contained in this Agreement.

10.7. Advisory Council. We have formed an advisory council ("Council") to advise us on advertising policies and to provide input regarding the Brand Fund and to promote communications between us and all franchisees. The Council is governed by bylaws. Members of the Council consist of both franchisees and corporate representatives. Members of the Council are selected by way of a voting method specified in the Council's bylaws. The Council serves in an advisory capacity only. We reserve the right to grant to the advisory council any operation or decision-making powers that we deem appropriate. We reserve the right to form, change, or dissolve the advisory council, in our sole discretion. You agree to participate in, and, if required, become a member of any advisory councils or similar organizations we form or organize for Old Chicago Restaurants.

ARTICLE 11
MARKS

11.1. Right to Use Marks. The Franchisor grants the Franchisee the right to use the Marks during the term of this Agreement in accordance with the Restaurant System and related standards and specifications.

11.2. Acknowledgments. The Franchisee expressly understands and acknowledges that: (a) the Franchisor and its Affiliates are the owner of all right, title and interest in and to the Marks and the

goodwill associated with and symbolized by them; (b) neither the Franchisee nor the Owners will take any action that would prejudice or interfere with the validity of the Franchisor's or its Affiliates' rights with respect to the Marks; (c) nothing in this Agreement will give the Franchisee any right, title, or interest in or to any of the Marks or any of the Franchisor's or the Affiliates' service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the Restaurant System in accordance with the terms and conditions of this Agreement for the operation of the Restaurant and only at or from the Licensed Location or in approved advertising related to the Restaurant; (d) any and all goodwill arising from the Franchisee's use of the Marks and the Restaurant System will inure solely and exclusively to the Franchisor's or the Affiliates' benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount will be assigned as attributable to any goodwill associated with the Franchisee's use of the Marks; (e) the Franchisee will not contest the validity of or the Franchisor's or the Affiliates' interest in the Marks or assist others to contest the validity of or the Franchisor's or the Affiliates' interest in the Marks; and (f) any unauthorized use of the Marks will constitute an infringement of the Franchisor's or the Affiliates' rights in the Marks. The Franchisee agrees that it will provide to the Franchisor or the Affiliate(s) (as designated) all assignments, affidavits, documents, information and assistance the Franchisor determines is necessary to fully vest all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by the Franchisor or the Affiliate(s) to register, maintain and enforce such rights in the Marks.

11.3. New Marks. The Franchisor reserves the right to substitute different Marks for use in identifying the Restaurant System and the Restaurant if the current Marks no longer can be used, or if the Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the Restaurant System. In such event, the Franchisor may require the Franchisee, at the Franchisee's expense, to discontinue or modify the Franchisee's use of any of the Marks or to use one or more additional or substitute Marks. The Franchisor will have no obligation or liability to the Franchisee as a result of such substitution including, but not limited to, no obligation to reimburse the Franchisee for any promotion or advertising expenses associated with the modified or substituted Signs, materials and Marks.

11.4. Franchisee's Use of Marks. With respect to the Franchisee's licensed use of the Marks, the Franchisee further agrees that: (a) unless otherwise authorized or required by the Franchisor, the Franchisee will operate and advertise the Restaurant only under the name "Old Chicago" without prefix or suffix; (b) the Franchisee will not use the Marks as part of its corporate or other legal name; (c) the Franchisee will identify itself as the Owner of the Restaurant, and a franchisee of the Franchisor, in conjunction with any use of the Marks, including uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Restaurant or any Restaurant vehicle as the Franchisor may designate; (d) the Franchisee will not use the Marks to incur any obligation or indebtedness on behalf of the Franchisor or its Affiliates; (e) the Franchisee will not sell any products bearing the Marks or use the Marks to advertise, promote or sell any merchandise or services in any manner, including through the internet or any other method that makes use of Electronic Commerce except in compliance with this Agreement and the Franchise Manual and, where required, with the Franchisor's prior written consent which may be withheld in Franchisor's sole discretion; and (f) the Franchisee will comply with the Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and will execute any documents deemed necessary by the Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

11.5. Infringements. The Franchisee will notify the Franchisor immediately by telephone, and thereafter in writing, of any alleged infringement of or challenge to the Franchisee's use of any Mark, of any Claim by any person of any rights in any Mark, and the Franchisee and the Owners will not communicate with any person other than the Franchisor or any designated Affiliate thereof, their counsel

and the Franchisee's counsel in connection with any such infringement, challenge or Claim. The Franchisor or an Affiliate will have complete discretion to take such action as it deems appropriate in connection with any matter involving the Marks, and the right to control exclusively, or to delegate control to any of its Affiliates of, any settlement, litigation or United States Patent and Trademark Office proceeding or other proceeding arising out of any such alleged infringement, challenge or Claim or otherwise relating to any Mark. The Franchisee will, at its expense, execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of the Franchisor, be necessary or advisable to protect and maintain the interests of the Franchisor or any Affiliate in any litigation or other proceeding or to otherwise protect and maintain the interests of the Franchisor or any other interested party in the Marks. The Franchisor will indemnify the Franchisee against and reimburse the Franchisee for all Damages for which the Franchisee is held liable in any proceeding arising out of the Franchisee's use of any of the Marks (including settlement amounts), provided that the conduct of the Franchisee and the Owners with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

11.6. Franchisor's Rights. The license of the Marks granted to the Franchisee is nonexclusive and the Franchisor and its Affiliates thus have and retain the following rights, among others, subject only to the limitations of Article 1: (a) to grant other licenses for use of the Marks; (b) to develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to the Franchisee; and (c) to engage, directly or indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (1) the production, distribution, license and sale of products and services, and (2) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by the Franchisor.

ARTICLE 12
TECHNOLOGY

12.1. Computer System. The Franchisee will, at its sole expense, lease or purchase the Computer System designated by the Franchisor. The Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, the Franchisee agrees that the Franchisor will have the right to establish, in writing, reasonable new standards for the implementation of technology in the Computer System and the Franchisee agrees to comply with those reasonable new standards that the Franchisor establishes. The Franchisee will be solely responsible for acquiring, installing, implementing, updating and maintaining the Computer System as required by the Franchisor in the Franchise Manual or otherwise and for any licensing or other fees, costs and expenses incurred that any provider or supplier may charge. The Franchisee acknowledges that the Franchisor has the right to access, review and download for the Franchisor's own purposes any information stored on the Computer System and will ensure at all times that the Franchisor has access to and the ability to retrieve by electronic means any information stored on the Computer System including information concerning the Franchisee's Restaurant and Gross Sales. The Franchisee is required to install, maintain and patch only approved internet security and firewall devices that meet the Franchisor's security standards and requirements and agree to periodic review and audit by either or internal team or a contracted third-party. The Franchisee acknowledges and agrees that it is solely responsible for protecting the Franchisee's Computer System from viruses, computer hackers, and other computer-related and technology-related problems, and the Franchisee hereby releases the Franchisor from any and all Claims it may have as a result of viruses, hackers, or other computer-related or technology-related problems.

12.2. Proprietary Software. When available, the Franchisee will enter into a software license agreement ("Software License Agreement") with the Franchisor, the current form of which is attached to the Franchise Disclosure Document in Exhibit H for the license of certain proprietary computer software that may be provided by the Franchisor, at the Franchisee's cost, for the operation of the Restaurant.

12.3. Electronic Commerce Policies and Procedures. If the Franchisor decides to engage in Electronic Commerce, it will: (a) establish uniform procedures, policies and protocols to govern electronic communications between the Franchisor and its customers and the use and dissemination of information that the Franchisor obtains with respect to its customers' identities, purchasing habits and other commercially relevant matters; (b) develop a secure site on the facility through which the Franchisor can accept credit card and other confidential information from its customers; (c) establish a central administration center through which customer orders are processed, customer complaints are handled, sales taxes (if any) are remitted, and records of sales transactions are created and maintained; and (d) establish a central fulfillment center through which all customer orders are filled.

12.4. System Website. The Franchisor has established and will maintain an internet website ("System Website") for Old Chicago Restaurants. As provided for in Section 10.2, the Franchisor may use monies from the Brand Fund to pay for the costs of maintaining, upgrading and updating the System Website. All features of the System Website, including the domain name, content, features, format, procedures and links to other websites, will be determined by the Franchisor, in its sole discretion. The Franchisor will have the right to modify, enhance, suspend or temporarily or permanently discontinue the System Website at any time, in its sole discretion. The Franchisee will not have the right to independently establish a website or home page on the internet to advertise or promote its Restaurant, and any franchisee website will be accessed only through our System Website. The Franchisee will not use any of the Marks or any other intellectual property of the Franchisor or its Affiliates on any wiki, blog, social media or related website or online community. The Franchisor and its Affiliates will have the sole right to promote the Foods, Beverages, Merchandise and Services offered by Old Chicago Restaurants on the internet, and to create the System Website containing the Marks. The System Website will include a section that lists the address and contact information of each Restaurant in the Restaurant System, including the Franchisee's Restaurant. The Franchisee must promptly notify the Franchisor whenever any information on the Franchisee's listing changes or is not accurate. The Franchisor has final approval rights of all information on the System Website. The Franchisor may implement and periodically modify Restaurant System standards relating to the System Website. The Franchisor may temporarily remove the Franchisee's Restaurant from the System Website if the Franchisee is in default of this Agreement. All references to the Franchisee's Restaurant will be removed from the System Website immediately upon the termination or expiration of this Agreement.

12.5. Third-Party Technology Fees. The Franchisee must use designated third-party suppliers for certain technologies and the maintenance and support of the Computer System. Franchisee agrees to pay the then-current "Third-Party Technology Fees" to Franchisor's parent SPB Hospitality LLC ("SPB") on behalf of third-party suppliers, which Franchisor may change upon notice to Franchisee. The Third-Party Technology Fee is currently payable on the same date and in the same manner as the Royalty Fee.

ARTICLE 13
FRANCHISE MANUAL; OTHER CONFIDENTIAL INFORMATION

13.1. Compliance with Franchise Manual. To protect the reputation and goodwill of the Franchisor and to maintain high standards of operation under the Marks, the Franchisee will operate and conduct business at its Restaurant in accordance with the Franchise Manual, other written directives that

the Franchisor may issue from time to time and any other manuals and materials created or approved for use in the operation of the Restaurant, whether in written or electronic form.

13.2. Confidentiality of Franchise Manual. The Franchisee and the Owners will at all times treat the Franchise Manual, any written directives of the Franchisor, and any other manuals and materials, and the information contained therein, as confidential and will maintain such information as trade secret and confidential in accordance with this Article. The Franchisee and the Owners will use all reasonable efforts to maintain this information as secret and confidential, and the Franchisee and the Owners will divulge and make such materials available only to such of the Franchisee's employees as must have access to it in order to operate the Restaurant, or to such other persons authorized by the Franchisor in writing. The Franchisee and the Owners will not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above. The Franchise Manual, written directives, other manuals and materials and any other confidential communications provided or approved by the Franchisor will at all times remain the sole property of the Franchisor, will at all times be kept in a secure place on the Restaurant premises, and will be returned to the Franchisor immediately upon request or upon termination or expiration of the Franchise.

13.3. Modifications to Franchise Manual. The Franchisor may from time to time revise the contents of the Franchise Manual and the contents of any other manuals and materials created or approved for use in the operation of the Restaurant. The Franchisee expressly agrees to comply with each new or changed standard. The Franchisee will at all times ensure that the Franchise Manual is kept current and up to date. In the event of any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual maintained by the Franchisor at the Franchisor's corporate office will control.

13.4. Confidential Information. Neither the Franchisee nor any of the Owners will, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, or Entity and, following the expiration or termination of this Agreement, will not use for their own benefit, any Confidential Information, knowledge or know-how concerning the methods of operation of the Restaurant that may be communicated to the Franchisee or the Owners or of which they may be apprised in connection with the operation of the Restaurant. The Franchisee and the Owners will divulge such Confidential Information only to such of the Franchisee's employees as must have access to it in order to operate the Restaurant. Any and all information, knowledge, know-how, techniques and any materials used in or related to the Restaurant System that the Franchisor provides to the Franchisee in connection with this Agreement, including the Franchise Manual, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, recipes, and other information communicated in writing and through other means, including all forms of electronic media will be deemed confidential for purposes of this Agreement. Neither the Franchisee nor the Owners will at any time, without the Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenants in this Article will survive the expiration, termination or Transfer of this Agreement or any interest herein and will be perpetually binding upon the Franchisee and each of the Owners. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney and for use of the Confidential Information in such court proceeding, so long as any document containing the

Confidential Information is filed under seal and Confidential Information is not otherwise disclosed except pursuant to court order.

13.5. Confidentiality Agreements. The Franchisee's Management Team (and, if Franchisee is an Entity, any of Franchisee's officer that does not own equity in the franchise Entity) must sign Franchisor's System Protection Agreement, the current-form of which is attached to the Franchise Disclosure Document. In addition all of the Franchisee's employees who have access to the Franchise Manual or any other Confidential Information must sign confidentiality agreements in a form satisfactory to the Franchisor agreeing to maintain the confidentiality, during the course of their employment and thereafter, of all information copyrighted or designated by the Franchisor as Confidential Information (unless such persons have already signed a System Protection Agreement). The current-form of Franchisor's confidentiality agreement is attached to the Franchise Disclosure Document. The Franchisee will be responsible for the enforcement of these agreements and for the legal fees, costs and expenses associated with such enforcement.

13.6. New Developments. If the Franchisee or the Owners develop any new concept, product, recipe, service, process, enhancement or improvement in the operation or promotion of the Restaurant and/or the Restaurant System ("New Developments"), the Franchisee will promptly notify the Franchisor of such New Development, will provide to the Franchisor all necessary information, without compensation, regarding the New Development, and will execute any documents required by the Franchisor relating to the New Development. The Franchisee and the Owners acknowledge that any such New Developments will be the property of the Franchisor, and that the Franchisor may use or disclose information relating to the New Developments to employees, agents and Affiliates of the Franchisor and to other franchisees, as it determines to be appropriate.

ARTICLE 14
COVENANTS NOT TO COMPETE OR SOLICIT

14.1. Consideration. The Franchisee and the Owners specifically acknowledge that, pursuant to this Agreement, the Franchisee and the Owners will receive valuable training, trade secrets and Confidential Information, including information regarding the operational, sales, promotional and marketing methods and techniques of the Franchisor and the Restaurant System, all of which are beyond the present skills and experience of the Franchisee, the Owners, the Franchisee's Management Team and employees. The Franchisee and the Owners acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Restaurant, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason that they are entering into this Agreement.

14.2. In-Term Covenant. In consideration for such specialized training, trade secrets, Confidential Information and related rights, the Franchisee and the Owners agree that during the term of this Agreement, neither the Franchisee nor any of the Owners will, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or Entity: (a) divert, or attempt to divert, any business or customer of the Restaurant to any Competitive Business, 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 Marks and the Restaurant System; or (b) own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations, joint ventures or other Entities), advise, assist or make loans to any Competitive Business.

14.3. Post-Term Covenant. Commencing upon the expiration or termination of this Agreement, the Transfer of all of the Franchisee's interest in this Agreement or when an individual or Entity ceases to be an Owner and continuing for two years thereafter, neither the Franchisee, nor any of the Owners will, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person or Entity: (a) divert, solicit, or attempt to divert or solicit, any business from the Franchisor (or any of its affiliates or franchisees) or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the Restaurant System; or (b) own, maintain, operate, engage in, control, manage, participate in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business which is, or is intended to be, located within a ten-mile radius of the Licensed Location or any Old Chicago Restaurant or food service facility at a Reserved Venue in existence, under construction or where the premises have been purchased, leased or otherwise acquired at any given time during such two-year period. The covenants in this Article will not apply to the ownership of less than 5% of the Ownership Interests of any Publicly-held Corporation.

14.4. Severability. The parties acknowledge and agree that each of the preceding covenants contains reasonable limitations as to time, geographical area, and scope of activity to be restrained and does not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Franchisor. The parties agree that each of the covenants herein will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Franchisor is a party, the Franchisee and the Owners expressly agree 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 Article. The Franchisee and the Owners understand and acknowledge that the Franchisor will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article without their consent, effective immediately upon notice to the Franchisee; and the Franchisee and the Owners agree that they will comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding anything to the contrary in this Agreement. The Franchisee and the Owners expressly agree that the existence of any Claims they may have against the Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by the Franchisor of the covenants in this Article.

14.5. Right to Injunctive Relief. The Franchisee and the Owners acknowledge that a violation of the terms of this Article would result in irreparable injury to the Franchisor for which no adequate remedy at law may be available, and the Franchisee and the Owners accordingly consent to the issuance of an injunction prohibiting any conduct by the Franchisee or the Owners in violation of the terms of this Article. The Franchisee and the Owners agree to pay all court costs and attorneys' fees incurred by the Franchisor in connection with the enforcement of this Article, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of this Article.

14.6. Non-competition Agreements. Each member of the Franchisee's Management Team that does not sign the Owners Agreement must sign Franchisor's System Protection Agreement, the current-form of which is attached to the Franchise Disclosure Document. The Franchisee will be responsible for the enforcement of the system protection agreements or other agreements signed by the Franchisee's Management Team and the legal fees, costs and expenses associated with such enforcement.

ARTICLE 15
BOOKS AND FINANCIAL RECORDS

15.1. Financial Records. The Franchisee will maintain during and following the term of this Agreement, and will keep and preserve for at least five years from the dates of their preparation, full, complete and accurate Financial Records for the Restaurant. The Franchisee will present its Financial Records in the form and manner that the Franchisor prescribes from time to time in the Franchise Manual or otherwise in writing. The Franchisee will adopt and follow a fiscal year that ends on December 31, or on the Sunday closest to December 31. The Franchisee will use the chart of accounts that the Franchisor specifies and will prepare its Financial Statements in accordance with generally accepted accounting principles.

15.2. Reporting Obligations. In addition to the other reporting obligations set forth in this Agreement, the Franchisee will comply with the following: (a) the Franchisee will submit to the Franchisor, in the form prescribed by the Franchisor, a balance sheet and profit and loss statement with explanatory footnotes for each Sales Period (which may be unaudited) within 30 days after the end of each Sales Period; (b) the Financial Statements will be signed by the Franchisee's treasurer or chief financial officer attesting that it is true, complete and correct; (c) the Franchisee will provide to the Franchisor the Financial Statements for the Restaurant within 90 days after the end of each fiscal year; (d) the Franchisor reserves the right, in the Franchisor's sole discretion, to require that the Franchisee provide the Franchisor with Financial Statements which include a "review level" opinion prepared in accordance with generally accepted accounting principles and issued by an independent certified public accountant; and (e) the Franchisee will submit to the Franchisor, for review or auditing, such Financial Records as the Franchisor may designate, in the form and at the times and places required by the Franchisor in writing. If the Franchisee fails to submit any required report when due, the Franchisor will charge, and the Franchisee will pay $100 per occurrence and $100 per Week until the Franchisee submits the required report. Such amounts may be contributed to the Brand Fund. The Franchisor may require, at its option, that certain reports that the Franchisee is required to submit be certified as accurate and complete by the Franchisee, its Owners or its chief financial officer, and that certain reports be submitted using the formats and communication media that the Franchisor specifies.

15.3. Franchisor's Audit Rights. The Franchisor or a third party appointed by the Franchisor, which may include an independent public accounting firm, will have the right at all reasonable times to review, audit, examine and copy any or all the Financial Records of the Franchisee as the Franchisor may require. The Franchisee will make such Financial Records for the Restaurant available to the Franchisor or its designees immediately upon request. If any required payments to the Franchisor are delinquent, or if an inspection or audit reveals that such payments have been understated in any report to the Franchisor, then the Franchisee will immediately pay to the Franchisor the amount overdue or understated in any report to the Franchisor, then the Franchisee will immediately pay to the Franchisor the amount overdue or understated upon demand with interest determined in accordance with the provisions of this Agreement. If an inspection or audit discloses an understatement of Gross Sales in any Royalty Report of 2% or more or the Franchisee fails to provide required reports, the Franchisee will reimburse the Franchisor for all costs and expenses connected with the inspection or audit (including accounting and legal fees), in addition to any other remedies the Franchisor may have at law or in equity.

15.4. Obligation to Correct Payment Mistakes. The Franchisee understands and agrees that the receipt or acceptance by the Franchisor of any of the statements furnished or Royalties, Brand Fund Contributions or other payments made to the Franchisor (or the cashing of any Royalty checks, or processing of electronic fund transfers) will not preclude the Franchisor from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such

statements or payments, they will immediately be rectified by the Franchisee and the appropriate payment will be made by the Franchisee.

15.5. Appointment of Franchisor as Attorney-In-Fact. The Franchisee hereby appoints the Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by the Franchisee with any state or federal taxing authority. This power of attorney will survive the expiration or termination of this Agreement.

ARTICLE 16
INSURANCE

16.1. Insurance Required. Upon execution of this Agreement, the Franchisee will procure and will maintain in full force and effect at all times during the term of the Franchise at the Franchisee's expense, insurance policies protecting the Franchisee, the Franchisor and their respective Affiliates, successors and assigns and each such Entity's officers, directors, agents, representatives, independent contractors and employees against any Claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Restaurant.

16.2. Required Coverages. All insurance policies for the Restaurant will be written by licensed and qualified carriers with a rating of "A" or better by A. M. Best & Company, Inc. and otherwise reasonably acceptable to the Franchisor and will include, at a minimum (except as additional coverages and higher policy limits may be specified by the Franchisor from time to time), in accordance with standards and specifications set forth in writing, the following: (a) comprehensive commercial general liability insurance, providing coverage on an occurrence form basis, with limits of not less than $1,000,000 each occurrence for bodily injury and property damage combined, $2,000,000 annual general aggregate, and $2,000,000 products and completed operations annual aggregate; (b) "all risk" insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage under the ISO "Special Causes of Loss" form, for the full replacement value of all the Franchisee's property or equipment of any nature located at, on, in, or about the Restaurant, or in any way used in the operation of the Restaurant, including all contents, awnings, signs, and glass with deductibles acceptable to the Franchisor; (c) "umbrella" policy providing per occurrence coverage limits of not less than $5,000,000; (d) workers' compensation insurance, if required by applicable law, in amounts specified by applicable law; (e) employee practices liability insurance with minimum per occurrence coverage of at least $1,000,000; (f) business interruption insurance to cover the Franchisee's loss of revenue and ongoing expenses and to cover any amounts owing to the Franchisor under this Agreement (including, in the case of a casualty loss, the Royalty Fees, Brand Fund Contributions and other fees and payments the Franchisor would have received had the casualty loss not occurred) or any other agreement between the Franchisee and the Franchisor or its Affiliates, in the amount specified by the Franchisor in the Franchise Manual or otherwise in writing for a minimum period of time as designated by the Franchisor; (g) trade name restoration, loss of business income and incident response insurance for food poisoning or food-borne illness incidents at the Restaurant or any Old Chicago Restaurant with coverage limits of at least $500,000 per location/incident for at least 18 months; (h) automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than $1,000,000 with combined single limit per occurrence for bodily injury and property damage; (i) any additional insurance which may be required by the Franchisor, with limits not less than the amounts specified by the Franchisor; and (j) any insurance which may be required by statute or rule of the state or locality in which the Restaurant is located.

16.3. Deductibles. The Franchisee may, with the prior written consent of the Franchisor, elect to have deductibles in connection with the coverage required under this Article. Such policies will also

include a waiver of subrogation in favor of the Franchisor and its Affiliates and each of their officers, directors, employees, representatives, independent contractors and agents.

16.4. Liability Coverage. All liability insurance policy or policies will: (a) include premises and operations liability coverage, products and completed operations liability coverage, and broad form property damage coverage including completed operations; (b) include blanket contractual liability coverage including, to the maximum extent possible, coverage for the Franchisee's indemnification obligations under this Agreement; (c) include personal and advertising injury coverage, and liquor liability coverage with a limit of not less than $1,000,000, or such higher amount as the Franchisor may require depending upon the state in which the Restaurant is located; (d) provide that the insurance company has the duty to defend all parties insured under the policy; (e) provide that defense costs are paid in addition to, and not in depletion of, any of the policy limits; and (f) cover liabilities arising out of or incurred in connection with the Franchisee's use, operation, occupancy, leasing or ownership of the Old Chicago Restaurant.

16.5. Builder's Risks Insurance. In connection with any construction, renovation, refurbishment or remodeling of the Restaurant, the Franchisee will maintain builder's risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to the Franchisor.

16.6. Franchisor's Insurance; Indemnification. The Franchisee's obligation to obtain and maintain the insurance policy or policies in the amounts specified in this Article will not be limited in any way by reason of any insurance which may be maintained by the Franchisor, nor will the Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement.

16.7. Negligence of Franchisee. All general liability and property damage policies will contain a provision that the Franchisor and its directors, officers, employees, representatives, independent contractors and agents, as named insureds, will be entitled to recover under such policies on any loss occasioned to the Franchisor or its agents or employees by reason of the negligence of the Franchisee or its agents or employees.

16.8. Certificates of Insurance. Upon execution of this Agreement, and thereafter in accordance with this Article and not less than 30 days prior to the expiration of any such policy, the Franchisee will deliver to the Franchisor certificates of insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by the Franchisor, the Franchisee will deliver to the Franchisor a copy of each required insurance policy. All insurance policies required hereunder, with the exception of workers' compensation and employment liability policies, will name the Franchisor, its Affiliates, and their respective directors, officers, employees, representatives, independent contractors and agents, as additional insureds, and will expressly provide that any interest of same therein will not be affected by any breach by the Franchisee of any policy provisions. Further, each such insurance policy will expressly provide that no less than 30 days prior written notice will be given to the Franchisor if the insurer proposes a material alteration to or cancellation of the policy.

16.9. Franchisee's Failure to Procure. If the Franchisee, for any reason, fails to procure or maintain the insurance required by this Article, the Franchisor will have the right and authority (but no obligation) to procure such insurance and to charge the premiums to the Franchisee, which charges, together with a 20% administrative fee for the Franchisor's expenses in so acting, will be payable by the Franchisee immediately upon notice. The foregoing remedies will be in addition to any other remedies the Franchisor may have at law or in equity.

ARTICLE 17
TRANSFER

17.1. Franchisor's Right to Transfer. The Franchisor will have the right to Transfer this Agreement and all or any part of its rights or obligations herein to any person or Entity without the Franchisee's consent. Without limitation, the Franchisee agrees that the Franchisor may sell its Ownership Interests, its assets and/or its rights in the Marks or the Restaurant System to a third party; may offer its securities privately or publicly; may merge, spin-off, acquire other Entities or be acquired by another Entity; and may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the above sales, assignments and dispositions, the Franchisee expressly and specifically waives any Claims against the Franchisor and its Affiliates arising from or related to the Transfer of this Agreement, the Marks or the Restaurant System, or any rights of the Franchisor therein, from the Franchisor or its Affiliates to any other party. Nothing contained in this Agreement will require the Franchisor to continue offering any services or products, whether or not bearing the Marks, to the Franchisee after the Franchisor assigns its rights in this Agreement to a third party.

17.2. Transfer by Franchisee or Owners. The Franchisee and the Owners understand and acknowledge that the rights and duties set forth in this Agreement are personal to the Franchisee and the Owners, and that the Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of the Franchisee and the Owners. Accordingly, neither the Franchisee nor any Owner, nor any successor or assign of the Franchisee or any Owner, will Transfer any direct or indirect interest in this Agreement, in the Restaurant Assets or any direct or indirect interest that will affect any change in the Ownership Interests in the Franchisee or in the ownership or other interest in the Restaurant Assets without the prior written consent of the Franchisor. Any such purported assignment or Transfer, by operation of law or otherwise, made in violation of this Agreement will be null and void.

17.3. Conditions for Approval of Transfer. If the Franchisee wishes to Transfer all or part of its interest in the Restaurant Assets or in this Agreement, or if the Franchisee or an Owner wishes to Transfer any Ownership Interest in the Franchisee, the Franchisee, the Owner and/or the proposed transferee will notify the Franchisor in writing at least 30 days prior to the proposed Transfer, and obtain the Franchisor's written approval before completing the Transfer. The Franchisor may, in its sole and absolute discretion, require any or all of the following as conditions of its approval: (a) all of the accrued monetary obligations of the Franchisee and its Affiliates and all other outstanding obligations to the Franchisor and its Affiliates arising under this Agreement or any other agreement have been satisfied and the Franchisee has satisfied all trade accounts and other debts, of whatever nature or kind; (b) the Franchisee and its Affiliates are not in default of any provision of this Agreement or any other agreement between the Franchisee or an Affiliate and the Franchisor or an Affiliate, and the Franchisee has substantially and timely complied with all the terms and conditions of such agreements during the terms thereof; (c) the Franchisee and its Owners have executed a general release, in a form satisfactory to the Franchisor, of any and all Claims against the Franchisor, its Affiliates and each of their respective officers, directors, agents, representatives, independent contractors and employees, in their corporate and individual capacities, including Claims arising under this Agreement and federal, state and local laws, rules and regulations; (d) the transferee has demonstrated to the Franchisor's satisfaction that it meets the criteria considered by the Franchisor when reviewing a prospective franchisee's application for a Franchise including, but not limited to: (1) the Franchisor's educational, managerial and business standards; (2) the transferee's good moral character, business reputation and credit rating; (3) the transferee's aptitude and ability to operate the Restaurant; (4) the transferee's financial resources and capital for operation of the Restaurant; and (5) the geographic proximity and number of other Old Chicago Restaurants owned or operated by the transferee, if any; (e) the transferee is not nor does it have

an interest in, nor otherwise have any association with, a Competitive Business, or a distributor, wholesaler or manufacturer of alcoholic beverages, including beer; (f) the transferee must execute, for a term ending on the expiration date of this Agreement, the standard form of franchise agreement then being offered to new franchisees by the Franchisor and other ancillary agreements, including Franchisor's then-current Owners Agreement or other guaranty, as the Franchisor may require for the Restaurant, which agreements will supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement including, without limitation, a higher percentage Royalty Fee, Brand Fund Contribution and local advertising contribution or expenditure requirement; provided, however, that the transferee will not be required to pay any Initial Franchise Fee; (g) if the transferee is an Entity, the transferee's Owners will execute the required agreements as the transferee's Owners and guarantee the transferee's performance of all such obligations, covenants and agreements; (h) the transferee, at its expense, will renovate, modernize, refurbish and otherwise upgrade the Restaurant, the FF&E, the Signs and, if applicable, any Restaurant vehicles to conform to then-current standards and specifications of the Restaurant System, and will complete the upgrading and other requirements within the time period reasonably specified by the Franchisor; (i) at the transferee's expense (including then-current training fees, Travel Expenses, Salaries and Benefits), the transferee, the transferee's Management Team and any other applicable Restaurant personnel will complete any training programs then in effect for Franchisees of Old Chicago Restaurants upon such terms and conditions as the Franchisor may require; (j) the Franchisee will pay a Transfer Fee of 25% of the Franchisor's then-current Initial Franchise Fee or, if the Franchisor is not then offering franchises for sale then 25% of the initial franchise fee listed in the Franchisor's most recent Franchise Disclosure Document, and including a $1,000 non-refundable deposit at time Franchisee requests approval of the Transfer; (k) the Franchise shall reimburse Franchisor for any broker or placement fee that Franchisor may incur with respect to the Transfer; and (l) if applicable, the Franchisor has waived its right of first refusal in accordance with the provisions of Article 18 of this Agreement. Upon the effective date of any Transfer, the transferor will remain liable for all of the obligations to the Franchisor in connection with the Restaurant incurred prior to the effective date of the Transfer and will execute any and all instruments reasonably requested by the Franchisor to evidence such liability.

17.4. Transfer for Convenience of Ownership. If the proposed Transfer is to an Entity formed solely for the convenience of the ownership of the Franchisee, the Franchisor's consent may be conditioned upon fulfillment of the applicable requirements set forth above in Section 17.3, as determined by the Franchisor, provided that the Franchisee will not be required to pay the Transfer Fee to the Franchisor but will be required to reimburse the Franchisor for any costs (including but not limited to accounting or legal fees) that the Franchisor incurs in approving such Transfer. In that event, the Franchisee must be the Owner of all of the Ownership Interests of the Entity and if the Franchisee is more than one individual, each individual will have the same proportionate Ownership Interest in the Entity as he or she had in the Franchisee prior to the Transfer. If a Transfer will not affect a change in the Controlling Interest in the Franchisee, the Owners may Transfer their respective Ownership Interests in the Franchisee by and among themselves with the Franchisor's prior written consent, which will not be unreasonably withheld but which may be conditioned on compliance with the applicable requirements of Section 17.3, as determined by the Franchisor.

17.5. Interim Manager. Upon the death, Permanent Disability, absence or termination of the Franchisee or an individual Owner of a Controlling Interest in the Franchisee, a representative of the Franchisee will notify the Franchisor of such death, Permanent Disability, absence or termination within 15 days after its occurrence. In that event, this Agreement and the Ownership Interests may be Transferred to any designated person or beneficiary ("Beneficiary"); provided, however, the Transfer to the Beneficiary will be subject to the applicable provisions of Section 17.3, as determined by the Franchisor, and will not be valid or effective until the Franchisor has received the properly executed legal documents which its attorneys deem necessary to document the Transfer of this Agreement or the

Ownership Interests. All interests must be transferred within 12 months after death or six months after notice of permanent disability. The Beneficiary must agree to be unconditionally bound by the terms and conditions of this Agreement, and if applicable, must successfully complete the appropriate training program. There will be no charge to the Beneficiary for attending the training program; however, the Salary and Benefits and the Travel Expenses of the Beneficiary will be paid by the Beneficiary. Franchisor has the right, but not the obligation, to designate an individual of Franchisor's choosing (an "Interim Manager") to manage Franchisee's Restaurant: (i) if Franchisee is in breach of this Agreement; or (ii) where a Transfer to a Beneficiary has not occurred with the above timeframe as required for Franchisee or Franchisee's individual Owner's absence, termination, death, or disability. The Interim Manager will have no liability to Franchisee except to the extent directly caused by the Interim Manager's gross negligence or willful misconduct. Franchisor will have no liability to Franchisee for the activities of an Interim Manager unless Franchisor is grossly negligent in appointing the Interim Manager and Franchisee will defend, indemnify and hold Franchisor harmless for and against any of the Interim Manager's actions or omissions. Nothing contained herein shall prevent Franchisor from exercising any other right which Franchisor may have under this Agreement, including, without limitation, termination of this Agreement.

17.6. No Waiver. The Franchisor's consent to a Transfer of any interest described herein will not constitute a waiver of any Claims that the Franchisor may have against the transferring party, nor will it be deemed a waiver of the Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or the transferee.

17.7. Transfer of Ownership Interests. Ownership Interests in the Franchisee may be offered to the public only with the prior written consent of the Franchisor, which consent will not be unreasonably withheld. As a condition of its approval of such offering, the Franchisor may, in its sole discretion, require that immediately after such offering (whether registered or exempt) the Owners retain a Controlling Interest in the Franchisee. All materials required for such offering by federal or state law will be submitted to the Franchisor for a review limited solely to the subject of the relationship between the Franchisee and the Franchisor prior to being filed with any governmental agency. Any materials (including any private placement memorandum) to be used in any exempt offering or private placement will be submitted to the Franchisor for such review prior to their use. No offering will imply (by use of the Marks or otherwise) that the Franchisor is participating in an underwriting, issuance or offering of securities of the Franchisee, the Franchisor, or any Affiliate of the Franchisor. The Franchisor may, at its option, require the Franchisee's offering materials to contain a written statement prescribed by the Franchisor concerning the limitations described herein. The Franchisee, its Owners, and the other participants in the offering must fully indemnify the Franchisor and its Affiliates, and each of their respective officers, directors, agents, representatives, independent contractors and employees in connection with the offering. For each proposed offering, the Franchisee will pay to the Franchisor a non-refundable fee of $7,500. The Franchisee will give the Franchisor written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this provision.

17.8. Notification of Certain Transfers. If any Owner holding an Ownership Interest in the Franchisee, the Transfer of which is not subject to the preceding provisions of this Article, proposes to Transfer such Ownership Interest, then the Franchisee will promptly notify the Franchisor of such proposed Transfer in writing and will provide such information relative thereto as the Franchisor may request. The transferee may not be, have an interest in or any association with, a Competitive Business.

ARTICLE 18
FRANCHISOR'S RIGHT OF FIRST REFUSAL

18.1. Terms of Right of First Refusal. If the Franchisee wishes to Transfer all or part of its interest in the Restaurant Assets or this Agreement or if the Franchisee or an Owner wishes to Transfer a Controlling Interest in the Franchisee (including any Transfers that, whether individually or in the aggregate, would effect a change in Controlling Interest) pursuant to any bona fide offer received from a third party to purchase such interest, the proposed seller will promptly notify the Franchisor in writing of such offer, and will provide such information and documentation relating to the offer as the Franchisor may require. The Franchisor will have the fully-assignable right and option, exercisable within 30 days after the Franchisor's receipt of such written notification and copies of all documentation requested by the Franchisor describing the terms of such offer, to send written notice to the seller that the Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that the Franchisor elects to purchase the seller's interest, closing on such purchase must occur within the later of 60 days after the date of notice to the seller of the election to purchase by the Franchisor, 60 days after the date the Franchisor receives and obtains all necessary permits and approvals, or such other date as the parties agree upon in writing. Any material change in the terms of any offer or any change in the identity of the proposed purchaser prior to closing will constitute a new offer subject to the same right of first refusal by the Franchisor as in the case of an initial offer. If the Franchisor fails or refuses to exercise its option and the Restaurant is not subsequently sold to the proposed purchaser for any reason, the Franchisor shall continue to have, upon the same conditions, a first option to purchase the Restaurant upon the terms and conditions of any subsequent offer. The Franchisor's failure to exercise the option afforded by this provision will not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 17.3 with respect to a proposed Transfer.

18.2. Cash Payments. In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, the Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount will be determined by two appraisers, with each party selecting one appraiser, and the average of their determinations will be binding. In the event of such appraisal, each party will bear its own legal and other costs and divide the appraisal fees equally. In the event that the Franchisor exercises its right of first refusal, it will have the right to set off against the purchase price: (a) all fees for any such independent appraiser due from the Franchisee; and (b) all amounts due from the Franchisee or any of its Affiliates.

ARTICLE 19
INDEMNIFICATION

19.1. Indemnification Obligations. The Franchisee and each of the Owners will, at all times, indemnify and hold harmless to the fullest extent permitted by law the Franchisor, its Affiliates, successors and assigns and their respective officers, directors, agents, representatives, independent contractors and employees ("Indemnitees") from all Damages incurred in connection with any Claim, or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following: (a) the infringement, alleged infringement, or any other violation or alleged violation by the Franchisee or any of the Owners of any patent, mark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder); (b) the violation, breach or asserted violation or breach by the Franchisee or any of the Owners of any federal, state or local law, regulation, ruling, standard or directive or any industry standard; (c) libel, slander or any other form of defamation of the Franchisor, the Restaurant System or any franchisee operating under the Restaurant System, by the Franchisee or by any of the Owners; (d) the violation or breach by the

Franchisee or by any of the Owners of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between the Franchisee and its Affiliates, and the Franchisor or its Affiliates; (e) any Claim arising out of Franchisee's employment or contractual relationship with its employees or independent contractors, including any allegation that the Franchisee's employees are employees of the Franchisor or that Franchisor is a joint employer of Franchisee's employees for any purpose including applicable labor or employment law; (f) acts, errors, or omissions of the Franchisee, any of the Franchisee's Affiliates and any of the Owners and the officers, directors, agents, representatives, independent contractors and employees of the Franchisee and its Affiliates in connection with the establishment and operation of the Restaurant, including any acts, errors or omissions of any of the foregoing in the operation of any motor vehicle; and (g) any fees, costs, or liabilities incurred by Franchisor on Franchisee's behalf, including fees and costs incurred by Franchisor to recover amounts due to Franchisee on Franchisee's behalf. The parties understand and agree that the Franchisor cannot and does not exercise control over the manner of operation of the Restaurant or any motor vehicles used by, or on behalf of, the Franchisee or any employee, agent or independent contractor of the Franchisee and that the safe and lawful operation of the Restaurant or any motor vehicle is therefore the Franchisee's sole responsibility.

19.2. Notification Obligations. The Franchisee and each of the Owners agree to give the Franchisor immediate notice of any Claim relating to the Restaurant, the Restaurant System or the Marks. At the expense and risk of the Franchisee and each of the Owners, the Franchisor may elect to assume (but under no circumstance is obligated to undertake) or associate counsel of its own choosing with respect to the defense and/or settlement of any such Claim. Such an undertaking by the Franchisor will, in no manner or form, diminish the obligation of the Franchisee and each of the Owners to indemnify the Indemnitees and to hold them harmless for all Damages incurred hereunder.

19.3. Remedial Actions. In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, the Franchisor may, at any time and without notice, as it, in its judgment deems appropriate, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the action, suit, proceeding, Claim, demand, inquiry or investigation if, in the Franchisor's sole judgment, there are grounds to believe that: (a) any of the acts or circumstances enumerated in Section 19.1(a) through (e) have occurred; or (b) any act, error, or omission as described in Section 19.1(f) may result directly or indirectly in damage, injury, or harm to any person or any property.

19.4. Payment of Damages. All Damages incurred under this Article will be chargeable to and paid by the Franchisee or any of the Owners pursuant to its obligations of indemnity under this Article, regardless of any actions, activity or defense undertaken by the Franchisor or the subsequent success or failure of such actions, activity, or defense. Damages shall include any legal or accounting fees that the Franchisor incurs as a result of any breach or termination of this Agreement and the Franchisee must reimburse the Franchisor for any expenses incurred enforcing its rights under the Agreement.

19.5. Indemnification of Indemnitees. The Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of any third party with whom the Franchisee, any of the Owners, the Franchisee's Affiliates or any of the officers, directors, agents, representatives, independent contractors and employees of the Franchisee or its Affiliates may contract, regardless of the purpose. The Franchisee and each of the Owners will hold harmless and indemnify the Indemnitees for all losses and expenses that may arise out of any acts, errors or omissions of the Franchisee, the Owners, the Franchisee's Affiliates, the officers, directors, agents, representatives, independent contractors and employees of the Franchisee and its Affiliates and any such other third parties, without limitation and without regard to the cause or causes thereof or the negligence (whether such negligence be sole, joint or concurrent, active or passive) or strict liability of the Franchisor or any other party or parties arising in connection therewith.

19.6. Mitigation. Under no circumstances will the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a Claim against the Franchisee or any of the Owners. The Franchisee and each of the Owners agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from the Franchisee or any of the Owners by the Indemnitees.

19.7. Survival of Indemnification Obligations. The Franchisee and the Owners expressly agree that the terms of this Article will survive the termination, expiration or Transfer of this Agreement or any interest herein.

ARTICLE 20
RELATIONSHIP OF PARTIES

20.1. Good Faith and Fair Dealing. If, and only if, applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, the Franchisee agrees that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants the Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with its explicit rights and obligations under this Agreement that may affect favorably or adversely the Franchisee's interests; (ii) the Franchisor will use its judgment in exercising the discretion based on its assessment of its own interests and balancing those interests against the interests of the Franchisor's franchisees generally, and specifically without considering the Franchisee's individual interests or the individual interests of any other particular franchisee; (iii) the Franchisor will have no liability to the Franchisee for the exercise of the Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for the Franchisor's judgment so exercised.

20.2. No Fiduciary Relationship. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that the Franchisee will be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, Affiliate, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

20.3. Independent Contractor. During the term of this Agreement, the Franchisee will hold itself out to the public as an independent contractor conducting its Restaurant operations pursuant to the rights granted by the Franchisor in this Agreement. The Franchisee agrees to take such action as will be necessary to that end including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Restaurant premises, on any Restaurant vehicle, on all letterhead, business cards and forms, and as further described in the Franchise Manual, the content and form of which the Franchisor reserves the right to specify in writing.

20.4. No Assumption of Liabilities. The Franchisee understands and agrees that nothing in this Agreement authorizes the Franchisee or any of the Owners to make any contract, agreement, warranty or representation on the Franchisor's behalf, or to incur any debt or other obligation in the Franchisor's name, and that the Franchisor will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of the Franchisee or any of the Owners or any Claim or judgment arising therefrom.

ARTICLE 21
TERMINATION

21.1. Immediate Termination upon Receipt of Notice. The Franchisee acknowledges and agrees that each of the Franchisee's obligations described in this Agreement is a material and essential obligation of the Franchisee; that nonperformance of such obligations will adversely and substantially affect the Franchisor and the Restaurant System; and that the exercise by the Franchisor of the rights and remedies set forth herein is appropriate and reasonable. The Franchisee will be in default under this Agreement, and unless precluded by applicable law, the Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording the Franchisee any opportunity to cure the default, effective immediately upon the Franchisee's receipt of notice of termination upon the occurrence of any of the following events:

(a) Bankruptcy, Insolvency or Receivership. The Franchisee or the Operating Principal: (i) becomes insolvent or makes a general assignment for the benefit of creditors; (ii) files a voluntary petition under any chapter of the U.S. Bankruptcy Code or under any similar law or statute of the United States or any state, or admits in writing its inability to pay its debts when due; (iii) is adjudicated bankrupt or insolvent in proceedings filed against the Franchisee or Operating Principal under any chapter of the U.S. Bankruptcy Code or under any similar law or statute of the United States or any state; (iv) has filed against it a bill in equity or other proceeding for the appointment of a receiver of the Franchisee or other custodian for the Franchisee's business or Restaurant Assets; (v) is subject to the appointment of a receiver or other custodian (permanent or temporary) for any part of the Restaurant Assets or property; or (vi) has instituted against them proceedings for a composition with creditors under any state or federal law.

(b) Final Judgment, Foreclosure or Forced Sale of Restaurant or Property. The Franchisee or an Owner: (i) has an unsatisfied or of record final judgment for an amount in excess of $10,000 for 30 days or longer (unless supersedeas bond is filed) and execution is levied against the Franchisee's business or property; or (ii) has instituted against it a suit to foreclose any lien or mortgage against the Restaurant premises or equipment which is not dismissed within 30 days; or (iii) suffers the sale of the real or personal property of the Franchisee's Restaurant by any sheriff, marshal or constable;

(c) Dissolution. The Franchisee is an Entity and it is dissolved.

(d) Material Misstatement or Fraud. The Franchisee or any Owner delivers to the Franchisor any required Financial Record or other financial or personal information that the Franchisee or Owner knows is materially false, misleading, incomplete or inaccurate with the intention that Franchisor rely on such information or that the Franchisee operates the Restaurant or conducts its business under this Agreement in an unfair, fraudulent or corrupt way.

(e) Sale at Unauthorized Location. The Franchisee operates the Restaurant or sells any Foods, Products or Services authorized by the Franchisor for sale at the Restaurant at any location except the Licensed Location.

(f) Construction, Permitting and Opening. The Franchisee: (i) fails to acquire possession of a Licensed Location for the Restaurant within the time and in the manner specified in this Agreement; (ii) fails to construct or remodel the Restaurant and/or obtain and install the FF&E in accordance with the standards and specifications provided to the Franchisee, as adapted with the Franchisor's approval; (iii) fails to obtain all licenses (including all licenses necessary for

the sale of alcoholic beverages) required to operate the Restaurant as an Old Chicago Restaurant; of (iv) fails to open the Restaurant for business as an Old Chicago Restaurant by the Required Opening Date.

(g) Abandonment. The Franchisee at any time ceases to operate or otherwise Abandons the Restaurant, or loses the right to possession of the Licensed Location, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located. This provision will not apply in cases of Force Majeure (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, fire or other catastrophe or other forces beyond the Franchisee's control) if through no fault of the Franchisee, the premises of the Restaurant are damaged or destroyed and if the Franchisee applies within 30 days after such event for the Franchisor's approval to relocate or reconstruct the Restaurant premises and the Franchisee diligently pursues such reconstruction or relocation.

(h) Criminal Acts. The Franchisee or any of the Owners is convicted of, or has entered a plea of nolo contendere (no contest) to, a felony, a crime involving moral turpitude, or any other crime or offense related to the Restaurant business that the Franchisor believes is likely to have an adverse effect on the Restaurant System, the Marks, the goodwill associated with them, or the Franchisor's interests in them, including any violation of any alcoholic beverages control laws.

(i) Health and Safety. A threat or danger to public health or safety results from the construction, maintenance or operation of the Restaurant or the conduct of the Restaurant is so contrary to this Agreement, the Restaurant System, the Franchise Manual or public health, safety or sanitation codes and regulations as to constitute an imminent danger to the public health (for example, failing to strictly comply with food storage, handling and preparation laws).

(j) Confidentiality and Non-competition Covenants. The Franchisee or any Owner violates the covenants contained in Article 13.4 or Article 14 of this Agreement or similar covenants contained in the Owners Agreement or similar agreement.

(k) Unauthorized Transfer. The Franchisee or any of the Owners purport to Transfer any rights or obligations under this Agreement or any Ownership Interest in the Franchisee or the Restaurant Assets to any third party contrary to the terms of Article 17.

(l) Dissolved Entity. The Franchisee is an Entity and is dissolved.

(m) False Books or Records. Franchisee maintains false books or records.

(n) Failure to Maintain Insurance. The Franchisee fails to procure and maintain the insurance coverage required by Article 16 and the Franchisee fails to cure such default within seven days following notice from the Franchisor.

(o) Misuse of Marks. The Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated with them or the Franchisor's rights in them and such use is not cured within 24 hours of the Franchisee's receipt of notice from the Franchisor.

(p) Multiple Defaults. The Franchisee or any of the Owners is given three or more written notices of default in the performance of any obligation under or of any violation of the

terms of this Agreement within any 12-month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by the Franchisee.

(q) Cross Default. The Franchisee or any of its Affiliates defaults under or fails or refuses to comply with any terms and conditions of any franchise agreement, lease, license or other material agreement between the Franchisor or its Affiliates and the Franchisee or its Affiliates related to the ownership or operation of any Restaurant licensed to Franchisee or its Affiliate, and the Franchisee or it Affiliate does not timely cure such default. This provision shall not apply to a default of the development schedule under any area development agreement between the Franchisor and the Franchisee.

(r) Failure to Pay or Report. The Franchisee or any of its Affiliates fails, refuses, or neglects promptly to pay any monies owing to the Franchisor or its Affiliates when due under this Agreement or any other agreement, or to submit the financial or other information required by the Franchisor under this Agreement and does not cure such default within ten days following notice being sent by the Franchisor (or such other applicable cure period contained in such other agreement or required by law).

21.2. Defaults with Cure Rights; Cure Period. Except for defaults by the Franchisee which by the terms of Section 21.1 do not have a cure period or which can be corrected by the Franchisee within a different cure period, the Franchisor may terminate this Agreement by giving written notice of default stating the nature of such default to the Franchisee at least 30 days prior to the effective date of termination for such default. The Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to the Franchisor's satisfaction and by promptly providing proof of the cure to the Franchisor within the 30-day period. Franchisee must also reimburse Franchisor's costs and expenses arising from such default, including reasonable accountant fees, attorney fees, and hourly charges of administrative employees. If any such default is not cured, as determined by the Franchisor, within the specified time or such longer period as applicable law may require, this Agreement will terminate effective upon the Franchisee's receipt of written notice of termination from the Franchisor. Defaults that are susceptible of cure include, but are not limited to, the following events: (a) if the Franchisee fails to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or supplemented by the Franchisor through the Franchise Manual or otherwise in writing, or fails to carry out the terms of this Agreement; (b) if the Franchisee fails to maintain or observe any of the standards, specifications or procedures prescribed by the Franchisor in this Agreement, the Franchise Manual or otherwise in writing except as described in Section 21.1; and (c) if the Franchisee or any of its Affiliates fails, refuses, or neglects promptly to pay any monies owing to any Approved Suppliers or Designated Suppliers when due.

The Franchisee acknowledges and confirms that the Franchisor will suffer substantial damages as a result of the termination of this Agreement. Some of those damages include lost Royalty Fees, lost Brand Fund Contributions, lost market penetration, loss of Restaurant System representation in the Franchise's market area, confusion of accounts and/or individual customers, lost opportunity costs, and expenses the Franchisor will incur in developing another franchise in the Franchisee's Protected Area (collectively, "Brand Damages"). The Franchisor and the Franchisee acknowledge that Brand Damages are difficult to estimate accurately and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to the Franchisor. Therefore, in the event that the Franchisor terminates this Agreement before the initial term expires (but after the Franchisee opens the Restaurant for business) pursuant to this Section, the Franchisee agrees to pay the Franchisor, within 15 calendar days following the effective date of termination, an amount equal to the average combined monthly Royalty Fees and Brand Fund Contributions (without regard to any fee waivers or other reductions) that are owed by the Franchisee to the Franchisor, beginning with the date the Franchisee

opens its Old Chicago Restaurant through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $30,000 ("Liquidated Damages").

The Franchisee agrees that Liquidated Damages as calculated under this Section represent the best estimate of the Franchisor's Brand Damages arising from termination of this Agreement before the initial term expires. The Franchisee's payment of Liquidated Damages will not be considered a penalty, but instead a reasonable estimate of fair compensation to the Franchisor for the Brand Damages the Franchisor will incur because this Agreement did not continue for the initial term's full length. The liquidated damages provision only covers the Franchisor's damages from the loss of cash flow from the Royalty Fees and Brand Fund Contributions. It does not cover any other damages, including damages to the Franchisor's reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee and Brand Fund sections. The Franchisee and each of its Owners agree that the liquidated damages provision does not give the Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee and Brand Fund sections.

The Franchisee acknowledges that its payment of Liquidated Damages is full compensation to the Franchisor only for the Brand Damages resulting from the early termination of this Agreement, and is in addition to, rather than in lieu of, the Franchisee's obligations to: (i) pay all other amounts due to the Franchisor under this Agreement as of the effective date of termination; and (ii) to comply strictly with the Franchisee's de-identification and other post-termination obligations of Section 22 below. The Franchisor shall be entitled to recover all costs, including attorney fees, incurred in connection with the termination and collection of Liquidated Damages, if allowed by applicable law.

In addition, if, in the opinion of the Franchisor's legal counsel, any provision of this Agreement is contrary to law, then the Franchisee and the Franchisor agree to negotiate in good faith an amendment that would make this Agreement conform to the applicable legal requirements. If the Franchisee and the Franchisor are unable to reach such an agreement, or if fundamental changes to this Agreement are required to make it conform to the legal requirements, then the Franchisor reserves the right to terminate this Agreement upon notice to the Franchisee, in which case all of the post-termination obligations set forth in Section 22 shall apply.

In the event of a default by the Franchisee, all of the Franchisor's costs and expenses arising from such default, including reasonable accountant fees, attorney fees and reasonable hourly charges of the Franchisor's administrative employees shall be paid to the Franchisor by the Franchisee within five days after cure or upon demand by the Franchisor if such default is not cured.

21.3. Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Franchisor of its obligations hereunder, which default is not cured by Franchisor within 30 days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such 30 day period, Franchisor shall not be deemed in default for so long as it commences to cure such default within 30 days and diligently continues to prosecute such cure to completion.

ARTICLE 22
POST-TERMINATION OBLIGATIONS

22.1. Termination of Rights. Upon termination or expiration of this Agreement, all rights granted hereunder to the Franchisee will immediately terminate. The Franchisee will immediately cease to operate the Restaurant under the Restaurant System and in association with the Marks, and will not

afterwards, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of the Franchisor. Upon expiration or termination of the Agreement the Franchisee shall follow all procedures established by the Franchisor to ensure that such expiration or termination causes the least possible disruption to the Restaurant System including those procedures set forth in the Franchise Manual.

22.2. Expiration of Franchise Agreement. Upon expiration of this Agreement, the Franchisee shall not remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements within 60 days prior to the date specified for expiration. The Franchisor shall, upon written notice of its intention to purchase said property at least 30 days prior to such date of expiration, have the option to purchase the Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof in accordance with Article 23.

22.3. Cessation of Use of Marks. Upon the termination or expiration of this Agreement, the Franchisee will immediately and permanently cease to use, in any manner whatsoever, any confidential methods, recipes, computer software, procedures and techniques associated with the Restaurant System, and the name "Old Chicago" and all other Marks and distinctive forms, slogans, signs, symbols and devices associated with the Restaurant System. In particular, the Franchisee will cease to use all signs, advertising materials, displays, stationery, forms and any other articles which display any of the Marks.

22.4. Cancellation of Assumed Name. Upon the termination or expiration of this Agreement, the Franchisee will take such action as may be necessary to cancel any assumed name or equivalent registration that contains the mark "Old Chicago" or any other service mark or trademark of the Franchisor or its Affiliates, and the Franchisee will furnish the Franchisor with evidence satisfactory to the Franchisor of compliance with this obligation within five days after termination or expiration of this Agreement.

22.5. Payment of Sums Owed. Upon the termination or expiration of this Agreement, the Franchisee and the Owners will promptly pay all sums owing to the Franchisor and its Affiliates. Such sums will include all Damages incurred by the Franchisor as a result of any default by the Franchisee and in connection with obtaining any remedy available to the Franchisor for any violation of this Agreement by Franchisee.

22.6. Return of Franchise Manual. Upon the termination or expiration of this Agreement, the Franchisee will immediately deliver to the Franchisor all manuals, records, files, instructions, correspondence and other written materials related to operating the Restaurant, any computer software licensed by the Franchisor and associated computer files and customer files generated and/or maintained by such software, all agreements, invoices, and any and all other materials relating to the operation of the Restaurant in the Franchisee's possession or control, and all copies thereof (all of which are acknowledged to be the Franchisor's property), and the Franchisee will retain no copy or record of any of the foregoing, except the Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that the Franchisee needs for compliance with applicable law.

22.7. Advertising Materials. Upon the termination or expiration of this Agreement, the Franchisee will immediately furnish to the Franchisor an itemized list of all advertising and sales promotion materials bearing the Marks or any of the Franchisor's distinctive markings, designs, labels or other commercial symbols, whether located on the Restaurant premises or under Franchisee's control at any other location. The Franchisor will have the right to inspect these materials. The Franchisor will have the option, exercisable within 30 days after such inspection, to purchase any or all of the materials at the Franchisee's cost, or to require the Franchisee to destroy or properly dispose of such materials.

Materials not purchased by the Franchisor will not be used by the Franchisee or any other party for any purpose unless authorized in writing by the Franchisor.

22.8. Restaurant Premises. If, upon the termination or expiration of this Agreement, the Franchisee operates the Restaurant under a Lease for the Licensed Location with a third party or, with respect to any lease for the FF&E used in the operation of the Restaurant (collectively, "Leases"), the Franchisee will, at the Franchisor's option, assign to the Franchisor any interest which Franchisee has in the Lease. The Franchisor may exercise such option, at or within 30 days after either Franchisee's receipt of notice of termination or (subject to any existing right to renew) expiration of this Agreement. The time for closing on the assignment of the Leases will be a date no later than ten days after the Franchisor's exercise of its option thereunder. In the event the Franchisor does not elect to exercise its option to acquire the Lease for the Licensed Location or the Franchisor does not elect to acquire the Restaurant premises pursuant to Section 23.1, then the Franchisee will within ten days thereafter make such modifications or alterations to the Licensed Location as are necessary to distinguish the appearance of the Restaurant from that of other Old Chicago Restaurants operating under the Restaurant System, and will make such specific additional changes as the Franchisor may request. If the Franchisee fails or refuses to comply with the requirements of this provision, the Franchisor will have the right to enter upon the premises of the Restaurant, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes to the Licensed Location as may be required, at the expense of the Franchisee, which the Franchisee will pay upon demand.

ARTICLE 23
FRANCHISOR'S OPTION TO PURCHASE

23.1. Option to Purchase Assets. Subject to the Franchisor's option to assume the Lease for the Licensed Location and any FF&E leases under Section 22.8 and any applicable state law, the Franchisor will have the option, to be exercised within 30 days after Franchisee's receipt of notice of termination of this Agreement, to purchase from the Franchisee any or all of the Restaurant Assets, at the Franchisee's cost or fair market value, whichever is less. The Franchisor will purchase the Restaurant Assets only, and will be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within 30 days of the Franchisor's exercise of its option, fair market value will be determined by two appraisers, with each party selecting one appraiser, and the average of their determinations will be binding. In the event of such appraisal, each party will bear its own legal and other costs and will split the appraisal fees equally. If the Franchisor elects to exercise any option to purchase herein provided, it will have the right to set off all amounts due from the Franchisee to the Franchisor or any of its Affiliates (including any costs for the appraisal) and any costs incurred in connection with any escrow arrangement (including legal fees) against any payment therefor and will pay the remaining amount in cash.

23.2. Terms of Options. With respect to the options described in Section 23.1, the Franchisee will deliver to the Franchisor in a form satisfactory to the Franchisor, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which the Franchisor deems necessary in order to perfect the Franchisor's title and possession in and to the Restaurant Assets being purchased or assigned and to meet the requirements of all tax and government authorities. If at the time of closing, the Franchisee has not obtained all of these certificates and other documents, the Franchisor may, in its sole discretion, place the purchase price or rent in escrow pending issuance of any required certificates or documents. The time for closing of the purchase and sale of the Restaurant Assets will be a date not later than 60 days after the purchase price is determined by the parties or the determination of the appraisers, or the date the Franchisor receives and obtains all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. Closing will take place at the Franchisor's corporate offices or at such other location as the parties may agree.

23.3. Assignment of Franchisor's Option. The Franchisor will be entitled to assign any and all of its options in this Article to any other party without the prior consent of the Franchisee.

ARTICLE 24
GENERAL PROVISIONS

24.1. Notices. Any and all notices required or permitted under this Agreement will be in writing and will be by personal service or sent by prepaid certified mail to the respective parties at the following addresses, unless and until a different address has been designated in writing to the other party:

Notices to Franchisor:	Old Chicago Franchising II LLC 19219 Katy Fwy, Suite 500 Houston, Texas 77094 Attention: President Telephone: (346) 440-0SPB
Notices to Franchisee:	The address set forth in Attachment A

For the purposes of this Agreement, personal service will include service by a recognized overnight delivery service (such as Federal Express, Airborne Express or UPS) which requires a written receipt of delivery from the addressee.

24.2. Entire Agreement. This Agreement, the documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between the Franchisor, the Franchisee and the Owners concerning the subject matter hereof and supersede all prior related agreements between the Franchisor and the Franchisee or the Owners. Nothing in this or any other related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you. Except for those permitted to be made unilaterally by the Franchisor hereunder, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

24.3. No Waiver. No delay, waiver, omission or forbearance on the part of the Franchisor to exercise any right, option, duty or power arising out of any breach or default by the Franchisee or the Owners under this Agreement will constitute a waiver by the Franchisor to enforce any such right, option, duty or power against the Franchisee or the Owners, or as to a subsequent breach or default by the Franchisee or the Owners. Acceptance by the Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due will not be deemed to be a waiver by the Franchisor of any preceding breach by the Franchisee or the Owners of any terms, provisions, covenants or conditions of this Agreement.

24.4. Written Approvals. Whenever this Agreement requires the prior approval or consent of the Franchisor, the Franchisee will make a timely written request to the Franchisor, and such approval or consent will be obtained in writing.

24.5. No Warranties. The Franchisor makes no warranties or guaranties upon which the Franchisee may rely and assumes no liability or obligation to the Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to the Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

24.6. Force Majeure. If a Force Majeure event occurs, then the Franchisee will continue to be obligated to pay to the Franchisor any and all amounts that it duly became obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event, and the Indemnitees will continue to be indemnified and held harmless by the Franchisee in accordance with Article 19. Except as provided in Section 16.2(f), none of the parties will be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby will give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party will promptly undertake and maintain with due diligence. Such affected party will be liable for failure to give timely notice only to the extent of damage actually caused.

24.7. Cumulative Remedies. No right or remedy conferred upon or reserved by the Franchisor, the Franchisee, or the Owners by this Agreement is intended and it will not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy will be cumulative of every other right or remedy.

24.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument.

24.9. Captions. The captions used in connection with the Articles of this Agreement are inserted only for purpose of reference. Such captions will not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect.

24.10. Survival of Obligations. Any obligation of the Franchisee or the Owners that contemplates performance of such obligation after termination or expiration of this Agreement or the Transfer of any interest of the Franchisee or the Owners therein will be deemed to survive such termination, expiration or Transfer, including the provisions of this Article.

24.11. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires: (i) a greater prior notice of the termination of this Agreement than is required in Article 21, or (ii) the taking of some other action not required hereunder, or (iii) that any provision of this Agreement or any specification, standard or operating procedure prescribed by the Franchisor be declared invalid or unenforceable under applicable law, then such invalid or unenforceable provision, specification, standard or operating procedure will be modified to the least extent necessary to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction.

24.12. Joint and Several Obligations. All references in this Agreement to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Owners under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by the Franchisee in this Agreement will be deemed, jointly and severally, undertaken by all of the Owners.

24.13. Cumulative Remedies. All rights and remedies of the parties to this Agreement will be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are

provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between the Franchisee, and the Franchisor or their respective Affiliates. The rights and remedies of the parties to this Agreement will be continuing and will not be exhausted by any one or more exercises thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of the Franchisor's rights pursuant to Article 21 will not discharge or release Franchisee or any of the Owners from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

24.14. Further Assurances. Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable, to fully implement the terms and conditions of this Agreement.

24.15. Successors and Assigns. Except as expressly provided to the contrary, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or Entity other than the Franchisee, the Franchisor, and their respective permitted successors and assigns, any rights or remedies under or as a result of this Agreement.

ARTICLE 25
DISPUTE RESOLUTION

25.1. Mediation. Except as set forth in Section 25.7 below, all claims or disputes between the Franchisee and the Franchisor in any way relating to, this Agreement, or any of the parties' respective rights and obligations arising out of this Agreement, shall be submitted first to mediation prior to a hearing in binding arbitration or a trial court proceeding. Such mediation shall take place in the principal city closest to our Then-current principal place of business (currently Houston, Texas). The parties shall each bear their own costs of mediation and shall share equally the filing fee and/or the mediator's fees.

25.2. Disputes Subject to Arbitration. Except as expressly provided to the contrary in Section 25.7 of this Agreement, all disputes and controversies between the Franchisee and the Franchisor not settled by informal negotiations or non-binding mediation, including allegations of fraud, misrepresentation and violation of any state or federal laws, rules or regulations, arising under, as a result of, or in connection with this Agreement, the Licensed Location or the Franchisee's Restaurant are subject to and will be resolved exclusively by arbitration conducted in accordance with and governed by the Federal Arbitration Act. The Franchisor and the Franchisee agree that the arbitration provisions of this Article 25 shall apply during the term of this Agreement and following the termination, expiration, or non-renewal of this Agreement. The Franchisor and the Franchisee will fully perform their obligations under this Agreement during the entire arbitration process.

25.3. Notice of Dispute. The party alleging the dispute must provide the other party with written notice setting forth the alleged dispute in detail. The party who receives written notice alleging the dispute will have 30 days after receipt of the written notice to correct, settle or compromise the dispute specified in the written notice. If the written notice alleges that the Franchisee is delinquent in the payment of any fees or other payments payable to the Franchisor, the Franchisee will have ten days to make full payment (including interest as provided for herein) to the Franchisor.

25.4. Demand for Arbitration. If the dispute alleged by either party has not been corrected, settled or compromised within the time period provided for in Section 25.2, then either party may demand arbitration in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation

Services, Inc. ("JAMS"), and initiate the procedures necessary to appoint an Arbitrator. If JAMS or any successor is no longer in existence at the time the arbitration is commenced, Franchisor and Franchisee will agree on another arbitration organization to conduct the arbitration proceeding. If the amount involved is more than $300,000, either party will have the right to demand that arbitration be conducted by three Arbitrators, one of which must be a retired judge.

25.5. Venue and Jurisdiction. All disputes arising under this Agreement including any arbitration hearings and matters which are to be heard in state or federal court as described in Section 25.7 will take place exclusively in the principal city closest to our principal place of business (currently Houston, Texas), and, in the event of arbitration, will be held no later than 90 days after the Arbitrators have been selected. The Franchisor, the Franchisee and its Owners do hereby agree and submit to personal jurisdiction to arbitration and the state and federal courts located in the State of Texas and do hereby waive any rights to contest venue and jurisdiction in the State of Texas and to allege that venue and jurisdiction are invalid.

25.6. Powers of Arbitrators. The authority of the Arbitrator(s) will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to the written provisions of this Agreement. The Federal Rules of Evidence ("Rules") will apply to all arbitration hearings and the introduction of all evidence, testimony, records, affidavits, documents and memoranda in any arbitration hearing must comply in all respects with the Rules and legal precedents interpreting the Rules. Each party will bear its own costs in the arbitration, including its own portion of the Arbitrator(s)' fees; provided, however, that the Arbitrator(s) may include attorney fees and costs in any award. Both parties will have the absolute right to cross-examine any person who testified against them or in favor of the other party. The Arbitrator(s) will have no authority to add to, delete or modify in any manner the terms and provisions of this Agreement. All findings, judgments, decisions and awards of the Arbitrator(s) will be limited to the dispute set forth in the written demand for arbitration, and the Arbitrators will have no authority to decide any other issues. The Arbitrator(s) will not have the right or authority to award punitive Damages to either the Franchisor or the Franchisee and the Owners. All findings, judgments, decisions and awards by the Arbitrators will be in writing, will be made within 60 days after the arbitration hearing has been completed, and will be final and binding on the Franchisor and the Franchisee. The written decision of the Arbitrator(s) will be deemed to be an order, judgment and decree and may be entered as such in any court of competent jurisdiction by either party. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

25.7. Disputes Not Subject to Mediation or Arbitration. The following disputes between the Franchisor and the Franchisee will not be subject to arbitration: (a) the Franchisee's use of the Marks or the Restaurant System; (b) the obligations of the Franchisee upon termination or expiration of this Agreement; (c) the Franchisee's violation of the provisions of this Agreement relating to confidentiality and the covenants not to compete or solicit; and (d) any matter to enforce an Arbitrator's action.

25.8. No Collateral Estoppel or Class Actions. All arbitration findings, conclusions, orders and awards made by the Arbitrators will be final and binding on the Franchisor and the Franchisee; however, such arbitration findings, conclusions, orders and awards may not be used to collaterally estop either the Franchisee or the Franchisor from raising any like or similar issue or defense in any subsequent arbitration, litigation, court hearing or other proceeding involving third parties, including other franchisees. No person or Entity except the Franchisor, the Franchisee, and the Owners will have the

right to join in or participate in any arbitration proceeding arising under this Agreement, and therefore, the Arbitrators will not be authorized to permit class actions or to permit any other person or Entity to be involved in or be named as a party to any arbitration proceeding brought by either party under this Agreement.

THE FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST THE FRANCHISOR (AND THE FRANCHISOR'S AFFILIATES, STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, CLASS ARBITRATION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.

25.9. Injunctive Relief. Either party will have the right to petition a court of competent jurisdiction for the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement for any action relating to: (a) the use of the Marks and/or the Restaurant System; (b) the obligations upon termination or expiration of this Agreement; and (c) any breaches of the provisions of this Agreement by either the Franchisor or the Franchisee relating to Confidential Information and the interpretation, construction or enforcement of the covenants not to compete or solicit contained in Article 14.

25.10. Waiver of Claims. The Franchisee and the Owners waive, to the fullest extent permitted by applicable law, any right to or claim of any punitive, exemplary, incidental, indirect, special, consequential or other Damages (including, without limitation, loss of profits) against the Franchisor, its Affiliates, and their respective officers, directors, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause is based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, the Franchisee and the Owners will be limited to the recovery of any actual Damages sustained by it or them.

25.11. Limitation Periods. The Franchisor, the Franchisee and the Owners agree that no form of proceeding will be maintained by any party to enforce any liability or obligation of the other party, whether arising from this Agreement or otherwise, unless brought before the expiration of the earlier of: (a) one year after the date of discovery of the facts resulting in such liability or obligation; or (b) two years after the date of the first act or omission giving rise to the alleged liability or obligation, except that where applicable state or federal law mandate or make possible by notice or otherwise a shorter period, such shorter period will apply.

25.12. Confidentiality. All evidence, testimony, records, documents, findings, decisions, judgments and awards pertaining to any arbitration hearing between the Franchisor and the Franchisee will be secret and confidential in all respects. The Franchisor and the Franchisee will not disclose the decision or award of the Arbitrators and will not disclose any evidence, testimony, records, documents, findings, orders, or other matters from the arbitration hearing to any person or Entity except as required by law. Nothing herein will prevent either party from disclosing or using any information presented in any arbitration proceeding in any subsequent court hearing brought pursuant to this Agreement.

25.13. JURY TRIAL WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR THE FRANCHISEE'S PURCHASE FROM THE FRANCHISOR OR ITS AFFILIATES

AND/OR ANY GOODS OR SERVICES OBTAINED FROM THE FRANCHISOR OR ITS AFFILIATES.

25.14. Survival. Franchisor and Franchisee agree that the provisions of this Article 25 shall apply during the term of this Agreement and following the termination, expiration, or non-renewal of this Agreement.

ARTICLE 26
FRANCHISEE'S LEGAL COUNSEL

The Franchisee acknowledges that this Agreement constitutes a legal document that grants certain rights to and imposes certain obligations upon the Franchisee. The Franchisee has been advised by the Franchisor to retain an attorney or advisor prior to the execution of this Agreement to review the Franchisor's Franchise Disclosure Document, to review this Agreement in detail, to review all legal documents, including the Lease, all purchase agreements and architectural and construction contracts, to review the economics, operations and other business aspects of the Restaurant, to determine compliance with applicable laws, to advise the Franchisee on economic risks, liabilities, obligations and rights under this Agreement, and to advise the Franchisee on tax issues, financing matters, applicable state and federal laws, liquor laws, health and safety laws, environmental laws, employee issues, insurance, structure of the business, and other legal and business matters.

ARTICLE 27
ACKNOWLEDGMENTS

27.1. No Warranties or Guaranties. The Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of the Franchisee. The Franchisor expressly disclaims making, and the Franchisee acknowledges that it has not received or relied on, any warranty or guaranty, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

27.2. Other Franchisees. The Franchisee acknowledges that other franchisees have or will be granted Franchises at different times, different locations, under different economic conditions and in different situations, and further acknowledges that the economics and terms and conditions of such other Franchises may vary substantially in form and in substance from those contained in this Agreement.

27.3. Review of Agreement. The Franchisee acknowledges that the Franchisee has received, read and understands this Agreement and that the Franchisor has afforded the Franchisee sufficient time and opportunity to consult with advisors selected by the Franchisee about the potential benefits and risks of entering into this Agreement.

27.4. Receipt of Agreement; Disclosure Document. The Franchisee acknowledges that it received a complete copy of this Agreement and all related Attachments and agreements at least seven days prior to the date on which this Agreement was executed. The Franchisee further acknowledges that it has received and carefully read a copy of the Franchisor's Franchise Disclosure Document at least 14 days prior to the date on which this Agreement was executed.

ARTICLE 28
GOVERNING LAW

28.1. Governing Law; Severability. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement and the relationship between the Franchisor and the Franchisee will be governed by the laws of the State of Texas. In the event of any conflict of law, the laws of Texas will prevail, without regard to the application of Texas conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Texas, and if Franchisee's Restaurant is located outside of Texas and such provision would be enforceable under the laws of the state in which Franchisee's Restaurant is located, then such provision will be interpreted and construed under the laws of that state. Nothing in this Section 28.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Texas to which it would not otherwise be subject. The provisions of this Agreement which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. All other provisions of this Agreement will be enforceable as originally made and entered into upon the execution of this Agreement by the Franchisee and the Franchisor.

ARTICLE 29
DEFINITIONS

For purposes of this Agreement, the following terms will have the following meanings:

29.1. Abandon. "Abandon" will mean the conduct of the Franchisee indicating the willingness, desire or intent of the Franchisee to discontinue operating its Old Chicago Restaurant in accordance with the quality standards, uniformity requirements and the Restaurant System as described in this Agreement and the Franchise Manual including, but not limited to, the failure of the Franchisee to operate the Restaurant during the business hours specified in the Franchise Manual for two or more consecutive days without the prior written approval of the Franchisor or the failure to remain open for business during the specified business hours.

29.2. Affiliate. "Affiliate" will mean any individual or Entity that controls, is controlled by, or is under common control with the Franchisor or the Franchisee, as applicable.

29.3 Approved Management Training Restaurant. "Approved Management Training Restaurant" will have the meaning provided in Section 6.1 of the Franchise Agreement.

29.4. Approved Supplier. "Approved Supplier" will mean a supplier, vendor or distributor that has been approved in writing by the Franchisor because its products and/or services conform to the standards and specifications established by the Franchisor and the Franchisor has determined that its business reputation, quality standards, delivery performance, credit rating and other factors are satisfactory. The Franchisor or an Affiliate of the Franchisor may be an Approved Supplier.

29.5. Business Day. "Business day" will mean any day other than Saturdays, Sundays or national holidays on which federally-chartered banks are authorized to close.

29.6. Brand Fund. "Brand Fund" will have the meaning provided in Section 10.1 of the Franchise Agreement.

29.7. Brand Fund Contribution. "Brand Fund Contribution" will have the meaning provided in Section 10.1 of the Franchise Agreement.

29.8. Claims. "Claims" will mean any and all demands, complaints, actions, suits, proceedings, filings, assertions, requests for payment, compensation or Damages, challenges, allegations of liability, causes of action, and/or lawsuits.

29.9. Competitive Business. "Competitive Business" will mean a business, other than another Old Chicago Restaurant, that looks like, copies, imitates, or operates in a manner that resembles or is similar to an Old Chicago Restaurant including, but not limited to, any casual dining restaurant that operates as a full service, sit-down restaurant having a menu directed substantially to the offer of pizza, or whose actual sales are 15% or greater generated by or derived from the sale of pizza or that has more than 24 draft beer tap handles. Notwithstanding the foregoing, "Competitive Business" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if applicable owner thereof: (i) is not a controlling person of, or a member of a group which controls, such Entity; and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Entity.

29.10. Confidential Information. "Confidential Information" will mean all of Franchisor's, its parent's or affiliate's, trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Old Chicago Restaurant, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies, and information comprising the Restaurant System, the Franchise Manual, written directives and all drawings, equipment, computer and point-of-sale programs (and output from such programs), and any other information, know-how, techniques, material and data imparted or made available by Franchisor to Franchisee.

29.11. Computer System. "Computer System" will mean the point-of-sale system, cash register, computer hardware and software, communication equipment, communication services, security equipment, security cameras, audio and visual equipment, internet services (including the requirement to maintain a high-speed internet connection), Wi-Fi, dedicated telephone and power lines, modems, printers, and other related accessories or peripheral equipment that meet the specifications set forth in the Franchise Manual or otherwise in writing by the Franchisor for the operation of the Restaurant.

29.12. Controlling Interest. "Controlling Interest" will mean: (a) if the Franchisee is a corporation, that an Owner or the Owners, either individually or cumulatively, (1) directly or indirectly own at least 51% of the shares of each class of the Franchisee's issued and outstanding capital stock; and (2) are entitled, under its governing documents or under any agreements among shareholders, to cast a sufficient number of votes to require the corporation to take or omit to take any action that the Franchisee is required to take or omit to take under this Agreement; or (b) if the Franchisee is a partnership, that an Owner or the Owners: (1) own at least a 51% interest in the profits and losses of the partnership, as well as at least a 51% Ownership Interest in the partnership (and at least a 51% interest in the shares of each class of capital stock of any corporate general partner); and (2) are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or are able to cast a sufficient number of votes to require the partnership to take or omit to take any action that the Franchisee is required to take or omit to take under this Agreement.

29.13. Damages. "Damages" will include all judgments, losses, injuries, awards, reparations, penalties, interest, lost profits, compensatory, exemplary, incidental, consequential or punitive damages, fines, charges, judgments, court costs, attorneys' fees, litigation or arbitration out-of-pocket costs, settlement payments, deposition and pre-trial costs, Travel Expenses, investigation fees, costs for remedial actions and mitigation, and all other related amounts.

29.14. Designated Market Area. "Designated Market Area" or "DMA" will mean each television market exclusive of another based upon a preponderance of television viewing hours as defined by the A.C. Nielsen ratings service or such other ratings service as may be designated by the Franchisor.

29.15. Designated Supplier. "Designated Supplier" will mean a supplier, vendor or distributor or consultant designated by the Franchisor in writing as the only source for those foods, food items, recipe ingredients, products, furnishings, fixtures, equipment, materials, finishes and services used or sold in the Restaurant that the Franchisor has determined must meet certain quality and uniformity standards to protect the valuable goodwill and uniformity associated with the Marks and the Restaurant System. The Franchisor or an Affiliate of the Franchisor may be a Designated Supplier.

29.16. Development Agreement. "Development Agreement" will mean an agreement between the Franchisor and the Franchisee or one of its Affiliates pursuant to which the Franchisee or its Affiliate undertakes the development of more than one Old Chicago Restaurant in the market in which the Restaurant is located.

29.17. Dollars. "Dollars" will mean United States of America dollars.

29.18. Effective Date. "Effective Date" will mean the date set forth on Page 1 of this Agreement. If the Franchisee leases the Licensed Location, then the Effective Date of this Agreement will be the same date as the date on which the term of the Lease for the Licensed Location commences.

29.19. Electronic Commerce. "Electronic Commerce" will mean advertising and promoting merchandise and services, and accepting orders and receiving payment for such merchandise and services, by means of electronic communication.

29.20. Entity. "Entity" will mean a corporation, limited liability company, partnership, limited partnership or any other type of entity formed in compliance with applicable law.

29.21. Facilities Operator. "Facilities Operator" will mean the third party that is in charge of the operations of the Reserved Venue.

29.22. FF&E. "FF&E" will mean the furniture, fixtures, decor items, equipment, games, vending machines, merchandise, supplies, signs, inventory, vehicles and Computer System used in the Restaurant.

29.23. Financial Records. "Financial Records" will mean all accounting books, records and ledgers maintained in a written form, on a computer disk or hard drive, and in any other electronic or other form including, but not limited to, sales ledgers, sales slips, coupons, purchase orders, credit card transmission records, payroll records, employee meal records, cash receipts and disbursements, work papers, journals, general ledgers, summaries, schedules, bank statements, cancelled checks, deposit slips, federal and state income tax returns, state sales tax returns, Royalty Reports, Financial Statements, daily cash register tapes, records of EFT transactions and other financial information.

29.24. Financial Statements. "Financial Statements" will mean a balance sheet, profit and loss statement, statement of cash flows, and explanatory footnotes prepared in accordance with generally accepted accounting principles applied on a consistent basis.

29.25. Foods, Products and Services. "Foods, Products and Services" will include the foods, beverages, menu items, recipes, ingredients, products, merchandise, services and other items offered or sold by the Franchisee or used in the Franchisee's Restaurant.

29.26. Franchise. "Franchise" will mean the right granted by the Franchisor to the Franchisee authorizing the Franchisee to operate an Old Chicago Restaurant at the Licensed Location in conformity with the Restaurant System using the name "Old Chicago" and the other Marks.

29.27. Franchise Manual. "Franchise Manual" will mean the Franchisor's confidential manuals (including its Training, Operations and Development Manuals) and all bulletins, memoranda and other written materials through which the Franchisor communicates policies, standards and procedures to operators of Old Chicago Restaurants, as may be revised by the Franchisor from time to time. The Franchisor may convert the Franchise Manual to an exclusively electronic format and require the Franchisee to access the document through the internet or an intranet created and supported by the Franchisor.

29.28. Franchisee. "Franchisee" will mean and include, collectively and individually, the Franchisee's spouse, if the Franchisee is an individual; all officers and directors of the Franchisee (including the officers and directors of any general partner of the Franchisee); all holders of an Ownership Interest in the Franchisee and in any Entity directly or indirectly controlling the Franchisee; and any other person or Entity that controls, is controlled by, or is under common control with the Franchisee.

29.29. Gross Sales. "Gross Sales" includes all revenues received or receivable by the Franchisee as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received), on account of any and all goods, merchandise, services or products sold in or from the Restaurant, or which are promoted or sold under any of the trademarks or by using the System. Gross Sales includes all proceeds from any business interruption insurance. Gross Sales excludes: (i) sales taxes, value added or other tax, excise or duty charged to customers, based on sales at or from the Restaurant; (ii) tips, gratuities or service charges paid directly by customers to the Franchisee's employees or paid to the Franchisee and promptly turned over to its employees in lieu of direct tips or gratuities; (iii) discounts for employee shift meals up to $500 per period; and (iv) all sales discounts, comps and promotions (collectively, "Sales Discounts"). Sales Discounts must be fully disclosed on all reports submitted to the Franchisor and the Franchisor reserves the right, in its sole discretion, to disallow any Sales Discounts not meeting the requirements stated in the Franchise Manual or otherwise in writing. Sales Discounts may not exceed 5% of Weekly Gross Sales.

29.30. Licensed Location. "Licensed Location" will mean the specific location for the Old Chicago Restaurant under this Agreement that the Franchisor approves of as set forth in Attachment A-1.

29.31. Lease. "Lease" will mean the written lease or sublease agreement and all related documents signed by the Franchisee for the Licensed Location.

29.32. Marks. "Marks" will include the name "Old Chicago" and such other trademarks, trade names, service marks, logos, commercial symbols, phrases, slogans and tag lines as the Franchisor has or may develop for use in connection with Old Chicago Restaurants.

29.33. Month. "Month" or "Monthly" for the purposes of calculating and paying Royalty Fees, Brand Fund Contributions, local advertising expenditures and reporting obligations will mean a calendar month unless another Sales Period is specified in writing by the Franchisor.

29.34. Opening Date. "Opening Date" will mean the actual date on which the Restaurant commences operations and opens for business to customers.

29.35. Owner. "Owner" will mean any person or Entity that has an Ownership Interest in the Franchisee.

29.36. Ownership Interest. "Ownership Interest" will mean: (a) capital stock if the Franchisee is a corporation; (b) membership interest if the Franchisee is a limited liability company; (c) partnership interest if the Franchisee is a general partnership; (d) limited or general partnership interest if the Franchisee is a limited partnership; (e) proprietorship interest if the Franchisee is an individual and the sole Owner of the Franchisee; and (f) every other type of ownership in the Franchisee as defined by the applicable laws of the state in which the Owner(s) of the Franchisee formed the Entity that is the Franchisee.

29.37. Permanent Disability. "Permanent disability" will mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least 90 consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. Permanent disability will be determined by a licensed practicing physician selected by the Franchisor, upon examination of the person. If the person refuses to submit to an examination, such person will automatically be deemed permanently disabled as of the date of such refusal for the purpose of this Article. The costs of any examination required by this provision will be paid by the Franchisor.

29.38. Protected Area. "Protected Area" will mean the area described in Attachment A. The Protected Area may be further described in a map attached as an exhibit to this Agreement.

29.39. Publicly-Held Corporation. "Publicly-held Corporation" will mean a corporation registered pursuant to Article 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Article 15(d) of that Act.

29.40. Required Opening Date. "Required Opening Date" will mean the date that is 270 days after the Effective Date of this Agreement, or such other date which is specified in the Development Agreement or another written agreement between the parties to this Agreement.

29.41. Reserved Venue. "Reserved Venue" will include any enclosed area of retail sales establishments, airport, train station, hospital, university and college campus, sports stadium, convention center, military base, and other mass gathering location or event designated by the Franchisor.

29.42. Restaurant Assets. "Restaurant Assets" will include, as applicable: (a) the Franchisee's Restaurant business; (b) the Lease for the Licensed Location (if applicable); (c) the FF&E, inventory, point-of-sale system, customer lists and all other assets used in the Franchisee's Restaurant; (d) this Agreement; (e) all FF&E leases; and (f) the land, building and related real estate used for the Franchisee's Restaurant, if the land, building and real estate are owned by the Franchisee or any Owner of the Franchisee.

29.43. Restaurant System. "Restaurant System" will mean the distinctive foods, beverages, food products, customer participation procedures and other products and services which are associated with the Marks, copyrights, distinctive decor, furnishings, equipment, menus, recipes, uniforms, signs, color combinations, uniformity requirements, standards of consistency and quality, procedures, cleanliness, sanitation, controls, specifications, training, advertising and standards promulgated by the Franchisor.

29.44. Salaries and Benefits. "Salaries and Benefits" will mean the salaries, fringe benefits, including life insurance, medical insurance and retirement plans, payroll taxes, unemployment

compensation, workers' compensation insurance, and all other costs and expenses related to an individual's employment.

29.45. Sales Period. "Sales Period" will mean the accounting period designated by the Franchisor in the Franchise Manual or otherwise in writing, which will be either (a) a Month or (b) a similar accounting period as designated by the Franchisor and adjusted by the Franchisor from time to time.

29.46. Taxes. "Taxes" will mean any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Restaurant, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except Taxes imposed on or measured by the Franchisor's net income.

29.47. Transfer. "Transfer" will mean to sell, assign, transfer, convey, give away, pledge, bequest, trade, lease or sublease. A "Transfer" will include a sale, assignment, transfer, conveyance, gift, pledge, bequest, trade, lease or sublease.

29.48. Travel Expenses. "Travel Expenses" will mean all costs incurred for travel, transportation, food, lodging, telephone, automobile rental and all related travel costs.

29.49. Unauthorized Advertising Fee. "Unauthorized Advertising Fee" will have the meaning provided in Section 10.6 of the Franchise Agreement.

29.50. Week. "Week" or "Weekly" will mean a period of seven consecutive days from Sunday through Saturday.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

FRANCHISOR:	**FRANCHISEE**:
OLD CHICAGO FRANCHISING II LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT A
TO FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. Effective Date. The Effective Date set forth in the introductory Paragraph of the Agreement is: _____, 20_____.

2. Franchisee. The Franchisee set forth in the introductory Paragraph of the Agreement is: _____

_____

3. General Description of Area for Licensed Location. If the Licensed Location for the Restaurant has been selected and approved at the time of the signing of this Agreement, it shall be entered on Attachment A-1 as the Licensed Location and the Licensed Location shall have the Protected Area listed in Attachment A-1. If the Licensed Location has not been selected and approved at the time of the signing of this Agreement, this Section 3 of this Attachment A will describe the location in general terms below in the "General Description." The General Description does not confer any territory rights to the Franchisee and is only used for a reference. The Franchisor may sell other franchised locations in the area in the General Description. After the Franchisor has approved the Licensed Location for the Restaurant, the Franchisor shall complete the Approved Location and the Protected Area in Attachment A-1. As the Protected Area is dependent on the location of the Restaurant, the Franchisor will present the Franchisee with Protected Area upon the identification of the site for the Restaurant. If the Franchisee does not wish to accept the Protected Area, the Franchisee may choose another site location and the Franchisor will present the Franchisee with another Protected Area based on the site selected.

The General Description of Area for the Licensed Location is (if the Licensed Location is not specified in Attachment A-1 as of the signing of the Agreement):_____
_____

4. Notice Address. The notice address for Franchise Owner set forth in Article 24 of the Agreement is:

Attn: _____
_____
_____
_____

5. Protected Area. The Protected Area in Section 1.3 of the Agreement shall be the geographic area described and depicted in Attachment A-1.

(Signatures on Following Page)

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Title: _____

FRANCHISEE:

_____

By: _____

Title: _____

ATTACHMENT A-1
TO THE FRANCHISE AGREEMENT

The Franchisee has received approval for Licensed Location for the Restaurant that satisfies the demographics and location requirements minimally necessary for a Restaurant. The Franchisor and the Franchisee have mutually agreed upon a Protected Area based on the Licensed Location for the Restaurant which is indicated below. The Franchisee acknowledges that the Protected Area is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Licensed Location for Restaurant:

The Licensed Location for the Franchisee's Restaurant as provided in Section 1.1 of the Agreement is:

_____

Protected Area:

The Protected Area as provided in Section 1.3 of the Agreement shall be the geographic area described below and as depicted in the following map:

FRANCHISOR:	**FRANCHISEE:**
OLD CHICAGO FRANCHISING II LLC	_____
By: _____	By: _____
Title: _____	Title: _____

ATTACHMENT B
TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the granting by Old Chicago Franchising II LLC ("we" or "us"), of a Franchise Agreement with _____ ("Franchisee"), each of the undersigned individuals ("Owners"), who constitute all of the owners of a beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement ("Owners Agreement").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20___ ("Franchise Agreement"). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Owners' Role. Owners are the beneficial owners of all of the equity interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

Owners acknowledge that they could circumvent the purpose of this section by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not To Compete.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree 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 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Old Chicago Franchising II LLC
19219 Katy Fwy, Suite 500
Houston, Texas 77094

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce

Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

(Signatures on Following Page)

OWNERS:

[Insert Name and Address of Owner]	[Insert Name of Spouse]
[Insert Name and Address of Owner]	[Insert Name of Spouse]
[Insert Name and Address of Owner]	[Insert Name of Spouse]
[Insert Name and Address of Owner]	[Insert Name of Spouse]

Franchisor hereby accepts the Owner(s)' agreements hereunder.

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Title: _____

ATTACHMENT C
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Members, Stockholders, Partners*:

Name	Address	Percentage Owned

***If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.**

Franchisee's Operating Principal is: _____

Franchisee acknowledges this Statement of Ownership applies to the Old Chicago Restaurant authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

FRANCHISEE:

Entity name (if any):

_____

Date: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT C

OLD CHICAGO FRANCHISING II LLC

AREA DEVELOPMENT AGREEMENT

EXHIBIT C

AREA DEVELOPMENT AGREEMENT

OLD CHICAGO FRANCHISING II LLC

19219 Katy Fwy, Suite 500
Houston, Texas 77094
Telephone: (346) 440-0SPB

Name of Area Developer:

_____

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Appendix 1 - Definitions

Attachment A Development Area
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OLD CHICAGO
AREA DEVELOPMENT AGREEMENT

THIS **AREA DEVELOPMENT AGREEMENT** (the "**AD Agreement**") is made by and between Old Chicago Franchising II LLC, a Delaware limited liability company ("**Franchisor**") and the Area Developer ("**Area Developer**") identified on the signature page of this AD Agreement as of the date specified as the "Effective Date" set forth in Attachment A.

A. Franchisor has the right to sublicense the "Old Chicago" names and service marks, and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of "Old Chicago" restaurants operated in accordance with Franchisor's prescribed methods and business practices (the "**Restaurants**").

B. Franchisor desires to expand and develop Restaurants in the Development Area (defined below), and Area Developer wishes to develop Restaurants in the Development Area under the Development Schedule, upon the terms and conditions as set forth in this AD Agreement.

C. In addition to this AD Agreement, Franchisor and Area Developer are contemporaneously entering into a franchise agreement ("**Initial Franchise Agreement**") for the right to establish and operate a single Old Chicago franchised business ("**First Restaurant**").

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information. In this AD Agreement, in addition to those terms defined in Appendix 1 and elsewhere in this AD Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires: The **"Expiration Date"** of this AD Agreement is that certain date set forth in Attachment B.

"**Area Developer Notice Address**" is: The address set forth in Attachment A.

"**Development Fee**" means $50,000. Area Developers must also pay the full Initial Franchise Fee for the First Restaurant upon execution of the Initial Franchise Agreement and an Initial Franchise Fee deposit equal to fifty percent (50%) of the Initial Franchise Fee for each additional Restaurant required to be opened during the Term pursuant to the Development Schedule when they sign the Franchise Agreement for each Restaurant (See Section 5.1).

"**Operating Principal**" means that person specified as "Operating Principal" in Attachment A, or such other individual hereafter designated by Area Developer, and accepted by Franchisor (and until subsequently disapproved by Franchisor), to serve as the authorized representative of Area Developer, who Area Developer acknowledges and agrees shall act as Area Developer's representative, who shall hold ten percent (10%) or more of the Equity of Area Developer, and who shall have the authority to act on behalf of Area Developer during the Term.

1.2 Grant of Development Rights

1.2.1 Upon the terms and subject to the conditions of this AD Agreement, Franchisor hereby grants to Area Developer, and Area Developer hereby accepts, the right and obligation, during the Term (defined below), to develop Restaurants (defined below) in the geographic area defined in Attachment A, which is attached hereto and by this reference made a part hereof (the "**Development Area**").

1.2.2 No right or license is granted to Area Developer hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Franchisor, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this AD Agreement shall permit Area Developer to own or operate a Restaurant, except pursuant to duly executed and subsisting Franchise Agreement. Area Developer shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Franchisor.

1.3 Exclusivity

1.3.1 Subject to Section 3.1 below, during the Term of this AD Agreement, Franchisor and its Affiliates shall not operate or grant a license or franchise to any other person to operate a Restaurant within the Development Area. Failure by Area Developer to adhere to the Development Schedule (including any extensions approved by Franchisor) shall result in a loss of the territorial rights granted in this Section.

1.3.2 Area Developer acknowledges that the Development Area may contain already existing Restaurants, and that Area Developer may not develop a Restaurant that infringes on the territorial rights of an existing Restaurant. Except to the limited extent expressly provided in Section 1.3.1, the rights granted under this AD Agreement are non-exclusive and Franchisor expressly reserves all other rights, including the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others: (a) advertise and promote the Restaurant System in the Development Area and fill customer orders by marketing ancillary products, gift cards and other merchandise via the Internet to customers who reside or work in the Development Area; (b) establish and operate in any Reserved Venue an Old Chicago Restaurant or a food service facility of any other type that offers the same products and services as an Old Chicago Restaurant; (c) offer and sell any foods, products and services under any names and marks other than the Marks anywhere, including in the Development Area; (d) establish and operate an Old Chicago Restaurant anywhere outside of the Development Area regardless of proximity to the Development Area or the Restaurant; (e) engage in any transaction, including to purchase or be purchased by, to merge or combine with any other business, including a business that competes directly with the Area Developer's Restaurant(s), wherever located; (f) to use and license the use of technology at locations inside and outside the Development Area; or (g) implement multi-area marketing programs (including over the Internet and national accounts) which may allow the Franchisor or others to solicit or sell to customers anywhere, even in the Development Area.

ARTICLE 2
AREA DEVELOPER'S DEVELOPMENT SCHEDULE

2.1 Development Schedule

2.1.1 Within each Development Period specified in Attachment B, Area Developer shall construct, equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of Restaurants required by the Development Schedule for that Development Period.

2.1.2 Restaurants developed hereunder which are open and operating and which have been assigned to Affiliates of Area Developer in accordance with Section 7.2.2 with Franchisor's consent, shall count in determining whether Area Developer has satisfied the Development Schedule for so long as the applicable Affiliate continues to satisfy the conditions set forth in Section 7.2.2.

2.2 Timing of Execution of Leases and Franchise Agreements. Notwithstanding anything to the contrary contained herein, on or before the date which is 270 days before the end of each Development Period, Area Developer shall have executed (in accordance with this AD Agreement) a lease (or purchase

agreement) and Franchise Agreement and paid the required Initial Franchise Fee, for each Restaurant that is required to be constructed, equipped, opened and thereafter operated by the end of such Development Period.

2.3 Force Majeure

2.3.1 Subject to Area Developer's continuing compliance with Section 2.3.2, should Area Developer be unable to meet the Development Schedule for any Development Period solely as the result of Force Majeure or any legal disability of Franchisor to deliver a Franchise Disclosure Document pursuant to Section 6.2 of this AD Agreement, which results in the inability of Area Developer to construct or operate the Restaurants in all or substantially all of the Development Area pursuant to the terms of this AD Agreement, the particular Development Period during which the event of Force Majeure (or Franchisor's legal disability to deliver a Franchise Disclosure Document) occurs shall be extended by an amount of time equal to the time period during which the Force Majeure (or Franchisor's legal disability to deliver a Franchise Disclosure Document) shall have existed during that Development Period. Development Periods during which no such Force Majeure (or legal disability) existed shall not be extended. Other than as a result of Force Majeure, any delay in Franchisor's issuance of acceptance of any site under Article 6, including, as a result of Area Developer's failure to satisfy the conditions set forth in Section 6.3 of this AD Agreement, shall not extend any Development Period.

2.3.2 In the event of the occurrence of an event constituting Force Majeure, Area Developer shall notify Franchisor in writing within five days following commencement of the alleged Force Majeure of the specific nature and extent of the Force Majeure, and how it has impacted Area Developer's performance hereunder. Area Developer shall continue to provide Franchisor with updates and all information as may be requested by Franchisor, including Area Developer's progress and diligence in responding to and overcoming the Force Majeure.

2.4 Area Developer May Not Exceed the Development Schedule. Unless Franchisor shall otherwise consent in writing, Area Developer may not construct, equip, open and operate more than the total number of Restaurants comprising the Development Schedule.

ARTICLE 3
DEVELOPMENT AREA

3.1 Franchisor's Right to Develop. Notwithstanding Section 1.3.1 above, if during the Term of the AD Agreement, Area Developer fails to satisfy its Development Schedule, Area Developer shall lose the territorial protection of the Development Area set forth in Section 1.3.1. If during the Term of this AD Agreement, Area Developer is unable or unwilling, or fails for any reason (except due to Force Majeure as provided in Section 2.3), to satisfy the Development Schedule on two or more occasions, then Franchisor shall have the right, in its full and absolute discretion, to either: (i) terminate all rights of Area Developer hereunder upon notice by Franchisor to Area Developer; or (ii) reduce or otherwise modify the Development Area as Franchisor deems appropriate.

ARTICLE 4
TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term. The term of this AD Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the Expiration Date; or (ii) the date of execution of the Franchise Agreement granting Area Developer the right to open the last Restaurant necessary for Area Developer to fully satisfy the Development Schedule (the "**Term**").

4.2 Limited Additional Development Right. If Area Developer shall determine that it desires to engage in further development of the Development Area in excess of the Development Schedule, Area Developer shall at the earlier of: (i) 270 days prior to the scheduled expiration of the Term; or (ii) the date on which acceptance of the proposed site for the last Restaurant required to meet the Development Schedule is issued, notify Franchisor in writing ("**Additional Development Notice**") of Area Developer's desire to develop additional Restaurants in the Development Area and a plan for such development over a new term, setting forth the number of proposed Restaurants and the deadlines for the development of each of them within such proposed term. This right of additional development by Area Developer shall be exercised only in accordance with Section 4.2 and is subject to the conditions set forth in Section 4.4. This AD Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development

4.3.1 If Franchisor determines the Area Developer's proposal in the Additional Development Notice is unacceptable in any respect(s), Franchisor and Area Developer shall (subject to Section 4.4) negotiate during the following 60 days in an effort to reach a mutually agreeable development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the Area Developer's proposal in the Additional Development Notice is acceptable to Franchisor, or if Franchisor and Area Developer reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said 60-day period, then Franchisor shall deliver to Area Developer a copy of Franchisor's Then-current Franchise Disclosure Document, if required by Applicable Law, and two copies of the Then-current area development agreement, which may vary substantially from this AD Agreement, setting forth the agreed upon Additional Development Obligation. Within 30 days after Franchisor's delivery of the said area development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Area Developer shall execute two copies of the area development agreement and return them to Franchisor for the Restaurants required by the Additional Development Obligation. Franchisor may waive the development fee if Area Developer had met the Development Schedule under the original area development agreement. If Area Developer has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Franchisor will execute the copies and return one fully executed copy to Area Developer.

4.4 Conditions to Exercise of Right of Additional Development. Area Developer's right to additional development described in Section 4.2 shall be subject to Area Developer's fulfillment of the following conditions precedent:

4.4.1 Area Developer (and each of its Affiliates which have developed or operate Restaurants in the Development Area) shall have fully performed all of its obligations under this AD Agreement and all other agreements between Franchisor and Area Developer (or the applicable Affiliate).

4.4.2 Area Developer shall have demonstrated to Franchisor Area Developer's financial capacity to perform the Additional Development Obligations set forth in the area development agreement. In determining if Area Developer is financially capable, Franchisor will apply the same criteria to Area Developer as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Area Developer shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Restaurants then required by the Development Schedule.

4.4.4 Franchisor and Area Developer shall have executed a new area development agreement pursuant to Section 4.3.

4.4.5 Area Developer and all Affiliates of Area Developer who then have a currently effective Franchise Agreement or area development agreement with Franchisor shall have executed and delivered to Franchisor a general release, on a form prescribed by Franchisor, of any and all known and unknown claims against Franchisor or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.4.6 Area Developer must meet Franchisor's then-current qualifications for successor area development which may include certain operational requirements of Area Developer's existing Restaurants.

4.5 Effect of Expiration. Unless an Additional Development Obligation shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Sections 4.2 and 4.3, following the expiration of the Term, or the sooner termination of this AD Agreement: (a) Area Developer shall have no further right to construct, equip, own, open or operate additional Restaurants which are not, at the time of such termination or expiration, the subject of a then-existing Franchise Agreement between Area Developer (or an Affiliate of Area Developer) and Franchisor which is then in full force and effect; and (b) Franchisor or its Affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Restaurants at any location(s) (within or outside of the Development Area), without any restriction, subject only to the territorial rights granted, if any, for any then-existing Restaurant pursuant to a validly subsisting Franchise Agreement executed for such Restaurant.

ARTICLE 5
PAYMENTS BY AREA DEVELOPER

5.1 Development Fee. Concurrently with the execution of this AD Agreement, Area Developer shall pay to Franchisor, in cash or by certified check, the Development Fee. The Development Fee is paid to reserve the rights in the Development Area. The Development Fee is uniform and is nonrefundable under any circumstances, including if Developer fails to open any or all Restaurants under the Development Schedule.

5.2 Initial Franchise Fee & IFF Deposit. In addition to payment of the Development Fee pursuant to Section 5.1, concurrently with the execution of this AD Agreement, Area Developer shall pay to Franchisor, in cash or by certified Check: (i) the initial franchise fee equal to $40,000 for the First Restaurant to be opened pursuant to the Development Schedule (the "**Initial Franchise Fee**"), plus (ii) an Initial Franchise Fee deposit (the "**IFF Deposit**") equal to the number of additional Restaurants under the Development Schedule (beyond the First Restaurant) multiplied by $20,000. The IFF Deposit amount Area Developer must pay to Franchisor is calculated on Attachment B to this Agreement. Franchisor will credit the IFF Deposit against the Initial Franchise Fee for the second and each subsequent Franchise Agreement to be signed under the Development Schedule. $20,000 from the balance of the IFF Deposit will be credited towards the Initial Franchise Fee of the second and each subsequent Franchise Agreement signed by Area Developer under the Development Schedule until the IFF Deposit is exhausted. The IFF Deposit is uniform and nonrefundable under any circumstances, including if Developer fails to open any or all of the Restaurants under the Development Schedule. Area Developer must execute the Initial Franchise Agreement for the First Restaurant to be opened concurrently with the execution of this AD Agreement.

5.3 Royalty Fee. The Franchise Agreement executed for each Restaurant developed pursuant hereto shall provide that the continuing Royalty (as defined therein) shall be equal to four percent (4%) of Gross Sales (as defined therein).

ARTICLE 6
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review

6.1.1 When Area Developer has located a proposed site for construction of a Restaurant, Area Developer shall submit to Franchisor such demographic and other information regarding the proposed site and neighboring areas as Franchisor shall require, in the form prescribed by Franchisor ("**Site Information**"). Franchisor may seek such additional information as it deems necessary within 14 days of submission of Area Developer's Site Information, and Area Developer shall respond promptly to such request for additional information. The Franchisee will not purchase or lease a proposed site until the Franchisee has provided the Site Information to the Franchisor, the Franchisor has reviewed the Site Information, and the Franchisor has provided the Franchisee with a no-objection letter for the proposed site. The review of any Site Information, any visits by the Franchisor to a proposed site, and/or the issuance of a no-objection letter by the Franchisor will not constitute an approval of the site by the Franchisor or a warranty or representation by the Franchisor or any other party that the site for the Licensed Location chosen by the Franchisee will be a financial or operational success. The issuance of a no-objection letter by the Franchisor will mean only that it has received and reviewed the Site Information provided by the Franchisee, and will not be deemed to be an approval of the site by the Franchisor.

6.1.2 Although Franchisor may voluntarily (without obligation) assist Area Developer in locating an acceptable site for a Restaurant, neither Franchisor's said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Area Developer or by Franchisor, shall be construed to insure or guarantee the profitable or successful operation of the Restaurant at that site by Area Developer, and Franchisor hereby expressly disclaims any responsibility therefor. Area Developer acknowledges its sole responsibility for finding each site for the Restaurants it develops pursuant to this AD Agreement.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement

6.2.1 Promptly following Area Developer's receipt of acceptance, Area Developer shall proceed to negotiate a lease or purchase agreement for the site and shall submit to Franchisor a copy of the proposed lease or purchase agreement, as applicable. Following Franchisor's receipt of the proposed lease or purchase agreement, as applicable, which meets Franchisor's requirements, Franchisor shall notify Area Developer of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Franchisor's review and acceptance of the lease is solely for Franchisor's benefit and is solely an indication that the lease meets Franchisor's minimum Standards and specification at the time of acceptance of the lease (which may be different that the requirements of this AD Agreement). Franchisor's review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Area Developer, and Franchisor hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Franchisor's acceptance of each proposed site, Franchisor shall deliver to Area Developer a copy of Franchisor's then-current franchise disclosure document as may be required by Applicable Law (the "**Franchise Disclosure Document**") and two copies of the Then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Area Developer shall return to Franchisor a signed copy of the Acknowledgment of Receipt of the Franchise Disclosure Document. Area Developer acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Franchisor is not legally able to deliver a Franchise Disclosure Document to Area Developer by reason of any lapse or expiration of its franchise registration, or because Franchisor is in the process of amending any such registration, or for any reason beyond Franchisor's reasonable control, Franchisor may delay acceptance of the site for Area Developer's proposed Restaurant, or

delivery of a Franchise Agreement, until such time as Franchisor is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within 30 days after Area Developer's receipt of the Franchise Disclosure Document and the Then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Area Developer shall execute two copies of the Franchise Agreement described in the Franchise Disclosure Document and return them to Franchisor together with the applicable Initial Franchise Fee. If Area Developer has so executed and returned the copies and Initial Franchise Fee and has satisfied the conditions set forth in Section 6.3, Franchisor shall execute the copies and return one fully executed copy of such Franchise Agreement to Area Developer.

6.2.5 Area Developer shall not execute any lease or purchase agreement for any Restaurant, unless and until Franchisor has accepted the proposed site and Franchisor has delivered to Area Developer a fully executed Franchise Agreement counter-signed by Franchisor pursuant to Section 6.2.4. After Franchisor's acceptance of the site and (sub)lease, if leased or subleased, and its delivery to Area Developer of the fully executed Franchise Agreement, Area Developer shall then within 60 days procure the site, pursuant to the (sub)lease which has been reviewed and accepted by Franchisor, if (sub)leased, and shall forward to Franchisor, within ten days after its execution, one copy of the executed lease or, if purchased, the deed evidencing Area Developer's right to occupy the site. Area Developer shall then commence construction and operation of the Restaurant pursuant to the terms of the applicable Franchise Agreement.

6.3 Condition Precedent to Franchisor's Obligations. It shall be a condition precedent to Franchisor's obligations pursuant to Sections 6.1 and 6.2, and to Area Developer's right to develop each and every Restaurant, that Area Developer shall have satisfied all of the following conditions precedent prior to Franchisor's acceptance of the proposed Restaurant and the site and lease or purchase agreement therefor, and the Franchisor's execution of the Franchise Agreement therefor:

6.3.1 Area Developer (and each of its Affiliates which have developed or operate Restaurants in the Development Area) shall have fully performed all of its obligations under this AD Agreement and all Franchise Agreements and other written agreements between Franchisor and Area Developer (or any such Affiliate of Area Developer), and must not at any time following Area Developer's submission of its Site Information, and until Franchisor grants its acceptance of the proposed site, be in Default of any of its contractual or other legal obligations to Franchisor or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Area Developer shall have demonstrated to Franchisor, in Franchisor's discretion, Area Developer's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including Area Developer's submission of a comprehensive management plan acceptable to, and accepted by Franchisor, which shall include among other reasonable requirements as may be established by Franchisor, an organization chart and supervisory requirements for the proposed Restaurant. In determining if Area Developer is financially or otherwise capable, Franchisor shall apply the same criteria to Area Developer as it applies to prospective area developer franchisees at that time.

6.3.3 Area Developer shall continue to operate, in the Development Area, not less than the cumulative number of Restaurants required by the Development Schedule set forth in Attachment B to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Area Developer, and each of its Affiliates who then has a currently effective Franchise Agreement or area development agreement with Franchisor, must sign a general release of any claims they may have against Franchisor and its Affiliates, on a form prescribed by Franchisor.

ARTICLE 7
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Franchisor. This AD Agreement is fully transferable by Franchisor, in whole or in part, without the consent of Area Developer and shall inure to the benefit of any transferee or their legal successor to Franchisor's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under this AD Agreement. Without limiting the foregoing, Franchisor may: (i) assign any or all of its rights and obligations under this AD Agreement to an Affiliate; (ii) sell its assets, its marks, or its Restaurant System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Area Developer who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). In connection with any of the foregoing, at Franchisor's request, Area Developer shall deliver to Franchisor a statement in writing certifying: (a) that this AD Agreement is unmodified and in full force and effect (or if there have been modifications that the AD Agreement as modified is in full force and effect and identifying the modifications); (b) that Area Developer is not in Default under any provision of this AD Agreement, or if in Default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Area Developer agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

7.2 No Subfranchising by Area Developer

7.2.1 Area Developer shall not offer, sell, or negotiate the sale of "Old Chicago" franchises to any third party, either in Area Developer's own name or in the name and/or on behalf of Franchisor, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this AD Agreement, and nothing in this AD Agreement will be construed as granting Area Developer the right to do so. Area Developer shall not execute any Franchise Agreement with Franchisor, or construct or equip any Restaurant with a view to offering or assigning such Franchise Agreement or Restaurant to any third party.

7.2.2 Notwithstanding Section 7.2.1, Area Developer may, with Franchisor's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Area Developer (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Franchisor's request, Area Developer has delivered to Franchisor a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Franchisor has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating Restaurants;

(c) Area Developer, directly owns and controls not less than one hundred percent (100%) of the Equity and voting rights of the Subsidiary;

(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;

(e) the person designated by Area Developer as the Operating Principal has exclusive day-to-day operational control over the Subsidiary;

(f) the Subsidiary conducts no business other than the operation of the Restaurant;

(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as area developer pursuant to written agreement, the form and substance of which shall be acceptable to Franchisor;

(h) each person or Entity comprising Area Developer, and all present and future Owners of ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any area developer under any and all Franchise Agreements executed pursuant to this AD Agreement shall execute a written guaranty in a form prescribed by Franchisor, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Franchisor and to Franchisor's Affiliates under this AD Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);

(i) none of the Owners of the Equity of the area developer under the applicable Franchise Agreement is engaged in Competitive Activities;

(j) at Franchisor's request, Area Developer shall, and shall cause each of its Affiliates to execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Area Developer shall reimburse Franchisor for all direct and indirect costs and expenses it may incur in connection with the transfer and Assignment, including attorney's fees.

7.2.3 In the event that Area Developer exercises its rights under Section 7.2.2, Area Developer and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in Section 7.2.2 throughout the Term of such Franchise Agreement.

7.3 Assignment by Area Developer

7.3.1 This AD Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Area Developer. Neither Area Developer nor any Owner shall cause or permit any Assignment unless Area Developer shall have obtained Franchisor's prior written consent, which consent may be withheld for any reason whatsoever in Franchisor's judgment, and shall comply with Franchisor's right of first refusal pursuant to Section 7.3.4. Except as provided in Section 7.2.2, Area Developer acknowledges and agrees that it will not be permitted to make an Assignment of this AD Agreement or sell, gift, convey, assign or transfer the assets used in any of the Restaurants developed hereunder or any Franchise Agreement executed pursuant to this AD Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all of the assets used in all of said Restaurants, and all of the Franchise Agreements executed pursuant to this AD Agreement or at Franchisor's election the execution by the assignee of new Franchise Agreements on Franchisor's Then-current form for each of the Restaurants then developed or under development by Area Developer, and otherwise in accordance with the terms and conditions of Area Developer's Franchise Agreement(s). If Area Developer is an Entity, Area Developer shall promptly provide Franchisor with written

notice (stating such information as Franchisor may from time to time require) of each and every transfer, assignment, encumbrance, gift and other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise by any Owner of any direct or indirect Equity or voting rights in Area Developer, notwithstanding that the same may not constitute an "Assignment" as defined by this AD Agreement.

7.3.2 Area Developer shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this AD Agreement in any manner whatsoever without the prior express written consent of Franchisor. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Area Developer shall provide not less than ten days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this AD Agreement.

7.3.3 Securities, partnership or other ownership interests in Area Developer may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No such offering by Area Developer shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Area Developer or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchise and Franchisor and its Affiliates. Franchisor may, at its option, require Area Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Area Developer, its Owners and the other participants in the offering must fully defend and indemnify Franchisor, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Area Developer shall pay to Franchisor the greater of: (a) a nonrefundable fee equal to fifty percent (50%) of our Then-current Initial Franchise Fee; or (b) our reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Area Developer shall give Franchisor written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section.

7.3.4 Area Developer's written request for consent to any Assignment must be accompanied by an offer to Franchisor of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Franchisor may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Franchisor reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Area Developer shall make representations and warranties to Franchisor customary for transactions of the type proposed (the "**ROFR**"). If Franchisor elects to exercise the ROFR, Franchisor or its nominee, as applicable, shall send written notice of such election to Area Developer within 60 days of receipt of Area Developer's request. If Franchisor accepts such offer, the closing of the transaction shall occur within 60 days following the date of Franchisor's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within 60 days following the written notice provided by Area Developer (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such right of first refusal shall not constitute consent to the transfer or a

waiver of any other provision of this AD Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8
NON-COMPETITION

8.1 In Term. During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area, unless Franchisor shall consent thereto in writing.

8.2 Post-Term. To the extent permitted by Applicable Law, upon: (i) the expiration or termination of this AD Agreement; (ii) the occurrence of any Assignment; or (iii) the cession of any Restricted Person's relationship with Area Developer, each person who was a Restricted Person before such event shall not for a period of 24 months thereafter, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities within the Development Area or within a ten-mile radius of any Old Chicago Restaurant in existence, under construction, or where land has been purchased or a lease has been signed, without the Franchisor's prior written consent. In applying for such consent, Area Developer will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this AD Agreement or constitute unfair competition with Franchisor or other area developers of the Franchisor.

8.3 Modification

8.3.1 The parties have attempted in Sections 8.1 and 8.2 above to limit the Area Developer's right to compete only to the extent necessary to protect the Franchisor from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Area Developer, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Franchisor reserves the right to reduce the scope of either, or both, of said provisions without Area Developer's consent, at any time or times, effective immediately upon notice to Area Developer.

8.3.2 In view of the importance of the Franchisor's trademarks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this Article 8, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this AD Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Texas and the U.S. federal courts sitting in Texas for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located nearest to Houston, Texas.

ARTICLE 9
TERMINATION

9.1 Termination Pursuant to a Default of this AD Agreement

9.1.1 Subject to Applicable Law to the contrary, this AD Agreement may be terminated by Franchisor in the event of any Default by Area Developer of this AD Agreement, unless such Default is cured by Area Developer within ten days following written notice of the Default (in the case of a failure to pay money), or 30 days following written notice of the Default (in the case of any other Default); provided that in the case of a Default by Area Developer (or its Affiliate) under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control, and provided, further, however, that any Default described in Sections 9.1.2(a), (b) or (e) below shall be deemed incurable.

9.1.2 The term "Default," as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.1 or 7.3 of this AD Agreement, or without the written consents required pursuant to this AD Agreement; provided, however: (i) upon prompt written request to Franchisor following the death or legal incapacity of an Area Developer who is an individual, Franchisor shall allow a period of up to one year after such death or six months after such legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Franchisor's consent to the Assignment his or her rights and interests in this AD Agreement to the Heirs or to another person acceptable to Franchisor; or (ii) upon prompt written request to Franchisor following the death or legal incapacity of an Owner of an Area Developer which is an Entity, directly or indirectly, owning more than twenty percent (20%) or more of the Equity or voting power of Area Developer, Franchisor shall allow a period of up to one year after such death or six months after such legal incapacity for his or her Heir(s) to seek and obtain Franchisor's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Franchisor. If, within said one-year or six-month period, said Heir(s) fail to receive Franchisor's consent as aforesaid or to effect such consented to Assignment, then this AD Agreement shall immediately terminate at Franchisor's election.

(b) Failure of Area Developer to satisfy the Development Schedule within the Development Periods set forth herein on two or more occasions.

(c) Failure of Area Developer (or any Affiliate of Area Developer) to pay any Initial Franchise Fee or Royalty Fee in a timely manner as required by this AD Agreement or any Franchise Agreement signed by Area Developer.

(d) Area Developer's opening of any Restaurant in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this AD Agreement.

(e) Failure of Area Developer to fully comply with the requirements of Section 8.1 of this AD Agreement.

(f) Any Default of any other agreement between Area Developer (or any Affiliate of Area Developer) and Franchisor (or any Affiliate of Franchisor), including any Franchise Agreement executed pursuant hereto.

9.2 Other Remedies

9.2.1 Upon Default, Franchisor shall have the right, at its option, and in its sole discretion, to do any or all of the following:

(a) terminate this AD Agreement;

(b) terminate the territorial exclusivity granted to Area Developer;

(c) reduce the size of the Area Developer's Development Territory;

(d) permit Area Developer to extend the Development Schedule; or

(e) pursue any other remedy Franchisor may have at law or in equity.

9.3 Costs. In the event of a Default by Area Developer, all of Franchisor's costs and expenses arising from such Default, including reasonable accountant fees, attorney fees, and reasonable hourly charges

of administrative employees shall be paid to Franchisor within 5 days after cure or upon demand by Franchisor if such Default is not cured.

ARTICLE 10
MEDIATION AND ARBITRATION

10.1 Mediation. Except as set forth in Section 8 or as precluded by Applicable Law, all claims or disputes between the Franchisee and the Franchisor in any way relating to, this AD Agreement, or any of the parties' respective rights and obligations arising out of this AD Agreement, shall be submitted first to mediation prior to a hearing in binding arbitration or a trial court proceeding. Such mediation shall take place in Houston, Texas (or the city of Franchisor's Then-current headquarters). The parties shall each bear their own costs of mediation and shall share equally the filing fee and/or the mediator's fees.

10.2 Arbitration. Except as set forth in Section 8 or as precluded by Applicable Law, any controversy or claim between Franchisor and Area Developer arising out of or relating to this AD Agreement or any alleged breach hereof that is not settled by informal negotiations or non-binding mediation, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this AD Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard in accordance with the then-current Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. ("**JAMS**"); if JAMS or any successor is no longer in existence at the time the arbitration is commenced, Franchisor and Area Developer will agree on another arbitration organization to conduct the arbitration proceeding. If the amount involved is more than $300,000, either party will have the right to demand that arbitration be conducted by three arbitrators, one of which must be a retired judge. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Houston, Texas (or the city of Franchisor's Then-current headquarters). All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Area Developer and Franchisor, and not in any class action or representative capacity, and shall not be joined with or consolidated with claims asserted by or against any other area developer. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this AD Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this AD Agreement, amendments to this AD Agreement or in the Franchise Manual be modified or changed by the arbitrator at any arbitration hearing. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this AD Agreement specifying the state law under which this AD Agreement shall be governed and construed.

10.3 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 11.13 of this AD Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.4 Permissible Parties. Area Developer and Franchisor agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Area Developer and Franchisor will not be consolidated with any other arbitration proceeding involving company and any other person or entity.

10.5 Survival. The provisions of this Article 10 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this AD Agreement. The terms of this Article shall survive termination, expiration or cancellation of this AD Agreement.

ARTICLE 11
GENERAL CONDITIONS AND PROVISIONS

11.1 Relationship of Area Developer to Franchisor. It is expressly agreed that the parties intend by this AD Agreement to establish between Franchisor and Area Developer the relationship of franchisor and area developer franchisee. It is further agreed that Area Developer has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Area Developer is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Area Developer agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Area Developer shall be the employees of Area Developer and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

11.2 Indemnity by Area Developer. Area Developer hereby agrees to protect, defend and indemnify Franchisor, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Area Developer's construction, development or operation of Restaurants pursuant hereto, except to the extent caused by intentional acts of the Franchisor in breach of this AD Agreement. The terms of this Section 11.2 shall survive the termination, expiration or cancellation of this AD Agreement.

11.3 No Consequential Damages for Legal Incapacity. Franchisor shall not be liable to Area Developer for any consequential damages, including lost profits, interest expense, increased construction or occupancy costs, or other costs and expenses incurred by Area Developer by reason of any delay in the delivery of Franchisor's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Franchisor.

11.4 Waiver and Delay. No waiver by Franchisor of any Default or Defaults, or series of Defaults in performance by Area Developer, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurants), or to insist upon strict compliance with or performance of Area Developer's (or its Affiliates) obligations under this AD Agreement or any Franchise Agreement or other agreement between Franchisor and Area Developer (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurants), shall constitute a waiver of the provisions of this AD Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

11.5 Survival of Covenants. The covenants contained in this AD Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this AD Agreement shall be enforceable notwithstanding said expiration or other termination of this AD Agreement for any reason whatsoever.

11.6 Successors and Assigns. This AD Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Area Developer and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

11.7 Joint and Several Liability. If Area Developer consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Franchisor are joint and several, and such person(s) or Entities shall be deemed to be a general Partnership.

11.8 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this AD Agreement and the relationship between the Franchisor and the Area Developer will be governed by the laws of the State of Texas. In the event of any conflict of law, the laws of Texas will prevail, without regard to the application of Texas conflict of law rules. If, however, any provision of this AD Agreement would not be enforceable under the laws of Texas, and if the Development Area is located outside of Texas and such provision would be enforceable under the laws of the state in which the Development Area is located, then such provision will be interpreted and construed under the laws of that state. Nothing in this Section 11.8 is intended by the parties to subject this AD Agreement to any franchise or similar law, rule, or regulation of the State of Texas to which it would not otherwise be subject. The provisions of this AD Agreement which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. All other provisions of this AD Agreement will be enforceable as originally made and entered into upon the execution of this AD Agreement by the Area Developer and the Franchisor.

11.9 Entire Agreement. This AD Agreement and the Franchise Manual contain all of the terms and conditions agreed upon by the parties with reference to the subject matter of this AD Agreement. No other agreements concerning the subject matter of this AD Agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties. All prior or contemporaneous agreements, understandings and representations relating to the subject matter of this AD Agreement, are merged and are expressly and superseded by this AD Agreement, except such representations as are made in the Franchise Disclosure Document delivered to Area Developer and any representations made by Area Developer in acquiring this AD Agreement. Nothing in this AD Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document delivered to Area Developer. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this AD Agreement or in the Franchise Disclosure Document delivered to Area Developer, and Area Developer agrees that it has executed this AD Agreement without reliance upon any such representation or promise. This AD Agreement cannot be amended, modified or changed except by written instrument signed by all of the parties.

11.10 Titles for Convenience. Article and paragraph titles used this AD Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this AD Agreement.

11.11 Gender and Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this AD Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this AD Agreement or any Article or Section hereof may require. As used in this AD Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly

provided herein to the contrary, any consent, approval, acceptance or authorization of Franchisor which Area Developer may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's Standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this AD Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this AD Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this AD Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Franchisor and Area Developer intend that if any provision of this AD Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

11.12 Severability, Modification. Nothing contained in this AD Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this AD Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this AD Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, Article, paragraph, sentence or clause of this AD Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this AD Agreement shall continue in full force and effect.

11.13 Counterparts. This AD Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.14 Fees and Expenses. If any party to this AD Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this AD Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceedings is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this AD Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

11.15 Waiver of Jury Trial; Venue

11.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AD AGREEMENT; AND (2) THEY AGREE THAT, HOUSTON, TEXAS (OR THE STATE AND FEDERAL COURTS LOCATED NEAREST TO HOUSTON, TEXAS) SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AD AGREEMENT. THE PARTIES ACKNOWLEDGE

THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

AREA DEVELOPER INITIALS	FRANCHISOR INITIALS

11.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by Express Mail or other recognized, reputable overnight courier; or three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Franchisor: Old Chicago Franchising II LLC
19219 Katy Fwy, Suite 500
Houston, Texas 77094
Attention: President
Telephone: (346) 440-0SPB

If to Area Developer: See Attachment A or to such other address as such party may designate by ten days' advance written notice to the other party.

ARTICLE 12
SUBMISSION OF AD AGREEMENT

12.1 General. The submission of this AD Agreement does not constitute an offer and this AD Agreement shall become effective only upon the execution thereof by Franchisor and Area Developer.

ARTICLE 13
ADDITIONAL COVENANTS

13.1 Entity Area Developer Information. If Area Developer is an Entity, Area Developer represents and warrants that the information set forth in Attachment C which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Area Developer shall notify Franchisor in writing within ten days of any change in the information set forth in Attachment C, and shall submit to Franchisor a revised Attachment C, which shall be certified by Area Developer as true, correct and complete and upon acceptance thereof by Franchisor shall be annexed to this AD Agreement as Attachment C. Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer, including providing copies of all amendments to Area Developer's "**Entity Documents**" as defined in Attachment C. Area Developer shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Franchisor and Area Developer. The Entity Documents of Area Developer shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the AD Agreement and any Franchise Agreement executed pursuant thereto.

13.2 Operating Principal; Director of Operations; Multi-Unit Supervisor

13.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Franchisor regarding business, operational and other ongoing matters concerning this AD Agreement and the Restaurants developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Area Developer in regard to performing, administering or amending this AD

Agreement and all Franchise Agreements executed pursuant hereto. Franchisor may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Franchisor's actual receipt of written notice from Area Developer of the appointment of a successor Operating Principal, who shall have been accepted by Franchisor.

13.2.2 Commencing on the date which Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, and at all times throughout the term and the Term of each Franchise Agreement executed pursuant hereto after such date, Area Developer shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.1 hereof to employ and retain, an individual who shall be vested with the authority and responsibility for the day-to-day operations of all Restaurants owned or operated, directly or indirectly, by Area Developer within the Development Area (the "**Director of Operations**"). The Director of Operations shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote one hundred percent (100%) of his/her time and best efforts solely to operation of the all Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area and to no other business activities. The Director of Operations may, with the prior written consent of Franchisor, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area are operated in compliance with this AD Agreement, all Franchise Agreements therefor and the Franchise Manual. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Area Developer shall promptly notify Franchisor and designate a replacement within 30 days after the Director of Operations ceases to serve.

13.2.3 Franchisee has the option, commencing on the date which Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, to employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.2.2 hereof to employ and retain, one or more individuals (each a "**Multi-Unit Supervisor**") vested with the authority and responsibility for the day-to-day supervision of two or more of the Restaurants owned or operated, directly or indirectly, by Area Developer within the Development Area. The Multi-Unit Supervisor shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote one hundred percent (100%) of his/her time and best efforts solely to operation of two or more of the Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area and to no other business activities. Multi-Unit Supervisors, if any, shall report to the Director of Operations.

13.2.4 Area Developer shall notify Franchisor in writing at least ten days prior to employing the Director of Operations and Multi-Unit Supervisor, if any, setting forth in reasonable detail all information reasonably requested by Franchisor. Franchisor's acceptance of the Operating Principal shall not constitute Franchisor's endorsement of such individual or a guarantee by Franchisor that such individual will perform adequately for Area Developer or its Affiliates, nor shall Franchisor be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance. Any Director of Operations and Multi-Unit Supervisor (and any of Area Developer's officers who do not own Equity in Area Developer, if it is an Entity), must sign the System Protection Agreement, the current form of which is attached to the Franchise Disclosure Document.

13.2.5 After Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, neither the Operating Principal nor the Director of Operations may serve as the general manager of any Restaurant. Multi-Unit Supervisors, if any, may serve as the general manager of any Restaurant, provided he/she meets Franchisor's training and other requirements for general managers.

13.3 Business Practices. Area Developer represents, warrants and covenants to Franchisor that:

13.3.1 As of the date of this AD Agreement, Area Developer and each of its Owners (if Area Developer is an Entity) shall be and, during the Term shall remain, in full compliance with all Applicable Laws in each jurisdiction in which Area Developer or any of its Owners (if Area Developer is an Entity), as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this AD Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an Owner or has any investment interest in the revenues or profit of Area Developer;

(b) None of the property or interests of Area Developer or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Area Developer, nor any of its respective funding sources (including any legal or beneficial owner of any Equity in Area Developer) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Area Developer and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Area Developer nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto.

(d) Area Developer is neither directly nor indirectly owned nor controlled by the government of any country that is subject to a United States embargo. Nor does Area Developer or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

13.3.2 Area Developer has taken all necessary and proper action required by Applicable Law and has the right to execute this AD Agreement and perform under all of its terms. Area Developer shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by Applicable Law.

13.3.3 Area Developer shall implement procedures to confirm, and shall confirm, that: (a) none of Area Developer, any person or entity that is at any time a legal or beneficial owner of any interest in Area Developer or that provides funding to Area Developer is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Area Developer is subject to being "blocked" under any Anti-Terrorism Laws.

13.3.4 Area Developer shall promptly notify Franchisor upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 13.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Area Developer shall cooperate with Franchisor in an appropriate resolution of such matter.

13.3.5 In accordance with Applicable Law, none of Area Developer nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of

such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of: (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

13.3.6 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this AD Agreement, or Franchisor's marks, Restaurant System, trade secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 14
ACKNOWLEDGMENT

14.1 General

14.1.1 Area Developer acknowledges that it has carefully read this AD Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this AD Agreement, that it understands the nature of this AD Agreement, and that it intends to comply herewith and be bound hereby.

14.1.2 Franchisor expressly disclaims making, and Area Developer acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this AD Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this AD Agreement to be executed as of the first date set forth above.

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Name: _____

Title: _____

AREA DEVELOPER:

_____
entity name (if any)
a(n) _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTACHMENT A

DEVELOPMENT AREA

1. **Effective Date.** The "Effective Date" set forth in the introductory Paragraph of this AD Agreement is _____, 20___.

2. **Area Developer.** The "Area Developer" set forth in the introductory Paragraph of the AD Agreement is: _____.

3. **Notice Address.** The Area Developer Notice Address in Section 1.1 of the AD Agreement shall be the following: _____.

4. **Operating Principal**. The Operating Principal set forth in Section 1.1 of the AD Agreement is the following: _____.

5. **Development Area**. The Development Area* is defined as the territory within the boundaries described below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

*If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

(Signature Page Follows)

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Name: _____

Title: _____

AREA DEVELOPER:

_____
entity name (if any)
a(n) _____

By: _____

Name: _____

Title: _____

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Restaurants to be developed under this AD Agreement: _____

2. The Expiration Date in Section 1.1 of this AD Agreement shall be the earlier of the date the Development Schedule is complete or _____, 20___.

3. The total Development Fee and IFF Deposit amount payable to Franchisor under Sections 5.1 and 5.2 of this AD Agreement is as follows:

Development Fee:	$50,000
IFF Deposit = ___ additional Restaurants x $20,000	+ $_____
Total:	

4. Development Schedule:

Old Chicago Restaurant #	Development Period Ending	Franchise Agreement Execution Deadline
1	_____ to _____	Date of execution of Area Developer Agreement
2	_____ to _____	
3	_____ to _____	
4	_____ to _____	
5	_____ to _____	

(Signature Page Follows)

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Name: _____

Title: _____

AREA DEVELOPER:

_____
entity name (if any)
a(n) _____

By: _____

Name: _____

Title: _____

ATTACHMENT C

ENTITY INFORMATION

Area Developer represents and warrants that the following information is accurate and complete in all material respects:

(1) Area Developer is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

(2) Area Developer shall provide to Franchisor concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(3) Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer.

(4) The name and address of each of Area Developer's Owners, members, or general and limited partner*:

Name	Address	Percentage of Stock

***If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.**

(5) There is set forth below the names, and addresses and titles of Area Developer's principal officers or partners who will be devoting their full time to the Business:

Name	Address	Title

(6) The address where Area Developer's Financial Records and Entity Documents are maintained is:

_____

_____

(Signature Page Follows)

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

By: _____

Name: _____

Title: _____

APPENDIX 1

"**Additional Development Notice**" shall have the meaning set forth in Section 4.2 of this AD Agreement.

"**Additional Development Obligation**" shall have the meaning set forth in Section 4.3.2 of this AD Agreement.

"**Affiliate**" when used herein in connection with Franchisor or Area Developer, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Franchisor or Area Developer, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Area Developer includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Area Developer. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Franchisor or its Affiliate has any ownership interest in Area Developer, the term "Affiliate" shall not include or refer to the Franchisor or that Affiliate (the "**Franchisor Affiliate**"), and no obligation or restriction upon an "Affiliate" of Area Developer, shall bind Franchisor, or said Franchisor Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the operation of a Restaurant, including all labor, immigration, disability, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this AD Agreement or any of Area Developer's rights or privileges hereunder or all of any substantial portion of the assets of the Licensed Restaurant, including the lease; provided, further, however, that if Area Developer is an Entity, each of the following shall be deemed to be an Assignment of this AD Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of more than forty-nine percent (49%) in the aggregate, whether in one or more transactions, of the Equity or voting power of Area Developer, by operation of law or otherwise or any other event(s) or transaction(s) which, directly or indirectly, effectively changes control of Area Developer; (ii) the issuance of any securities by Area Developer which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty-one percent (51%) of the outstanding Equity or voting power of Area Developer; (iii) if Area Developer is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning more than forty-nine percent (49%) of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning more than forty-nine percent (49%) of the Equity or voting power of Area Developer; and (v) any merger, stock redemption,

consolidation, reorganization, recapitalization or other transfer of control of the Area Developer, however effected.

"**Competitive Activities**" means during the term of this AD Agreement, neither the Area Developer nor any of the Owners will, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or Entity: (a) divert, or attempt to divert, any business or customer of an Old Chicago Restaurant to any Competitive Business, 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 Marks and the Restaurant System; or (b) own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations, joint ventures or other Entities), advise, assist or make loans to any Competitive Business. Commencing upon the expiration or termination of this AD Agreement, the Transfer of all of the Area Developer's interest in this AD Agreement or when an individual or Entity ceases to be an Owner and continuing for two years thereafter, neither the Area Developer, nor any of the Owners will, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person or Entity: (a) divert, solicit, or attempt to divert or solicit, any business from the Franchisor (or any of its affiliates or franchisees) or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the Restaurant System; or (b) own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business which is, or is intended to be, located within the Development Area or within a ten-mile radius of any Old Chicago Restaurant or food service facility at a Reserved Venue in existence, under construction or where the premises have been purchased, leased or otherwise acquired at any given time during such two-year period.

"**Competitive Business**" means a business, other than another Old Chicago Restaurant, that looks like, copies, imitates, or operates in a manner that resembles or is similar to an Old Chicago Restaurant including, but not limited to, any casual dining restaurant that operates as a full service, sit-down restaurant having a menu directed substantially to the offer of deep-dish (Chicago style) pizza, or whose actual sales are fifteen percent (15%) or greater generated by or derived from the sale of deep-dish (Chicago style) pizza or that has more than 24 draft beer tap handles. Notwithstanding the foregoing, "Competitive Business" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if applicable owner thereof: (i) is not a controlling person of, or a member of a group which controls, such Entity; and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Area**" shall have the meaning set forth in Section 1.2.1 of this AD Agreement.

"**Development Period**" means each of the time periods indicated on Attachment B during which Area Developer shall have the right and obligation to construct, equip, open and thereafter continue to operate Restaurants in accordance with the Development Schedule.

"**Development Schedule**" shall mean the Area Developer's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of Restaurants set forth in Attachment B hereto within each Development Period and, if applicable, within the geographic areas specified therein.

"**Director of Operations**" shall have the meaning set forth in Section 13.2.2 of this AD Agreement.

"**Entity**" means any limited liability company, Partnership, trust, association, corporation or other

entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights or other equity ownership interests of an Entity.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces beyond Area Developer's control and for which Area Developer could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Area Developer by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Area Developer's financial inability to perform or Area Developer's insolvency shall not be an event of Force Majeure hereunder. This provision should be construed narrowly and does not include general economic, market or societal conditions, or any changes thereto, even those that are the direct or indirect result of the Force Majeure event.

"**Franchise Agreement**" means the form of agreement prescribed by Franchisor and used to grant to Area Developer the right to own and operate a single Restaurant in the Development Area, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"**Franchise Disclosure Document**" shall have the meaning set forth in Section 6.2.3.

"**Franchise Manual**" means Franchisor's confidential manuals (including its Training, Operations and Development Manuals) and all bulletins, memoranda and other written materials through which the Franchisor communicates policies, Standards and procedures to operators of Old Chicago Restaurants, as may be revised by the Franchisor from time to time. The Franchisor may convert the Franchise Manual to an exclusively electronic format and require the Franchisee to access the document through the Internet or an intranet created and supported by the Franchisor.

"**Governmental Authority**" means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Initial Franchise Fee**" means the fee paid to open each individual Restaurant as such term is defined in the Franchise Agreement.

"**Multi-Unit Supervisor**" shall have the meaning set forth in Section 13.2.3 of this AD Agreement.

"**Operating Principal**" shall have the meaning set forth in Section 1.1 of this AD Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner of an Entity, except, that if Franchisor or any Affiliate of Franchisor has any ownership interest in Area Developer, the term "Owner" shall not include or refer to the Franchisor or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Area Developer," or its Owners shall bind Franchisor, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership**" means any general partnership, limited partnership or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Reserved Venue**" will include any enclosed area of retail sales establishments, airport, train station, hospital, university and college campus, sports stadium, convention center, military base, and other mass gathering location or event designated by the Franchisor.

"**Restaurant**" shall have the meaning set forth in Recital A of this AD Agreement.

"**Restaurant System**" means the Franchisor's operating methods and business practices related to its Restaurants, and the relationship between Franchisor and its area developers, including interior and exterior Restaurant designs; other items of trade dress; specifications of equipment, fixtures, and uniforms; defined product offerings and preparation methods; standard operating and administrative procedures; restrictions on ownership; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Restricted Persons**" means the Area Developer, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 7.3.4 of this AD Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 7.3.4 of this AD Agreement.

"**Site Information**" shall have the meaning set forth in Section 6.1.1 of this AD Agreement.

"**Standards**" mean Franchisor's then-current specifications, standards, policies, procedures and rules prescribed for the development, ownership and operation of Restaurants.

"**Term**" shall have the meaning set forth in Section 4.1 of this AD Agreement.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Then-current**" as used in this AD Agreement and applied to the Franchise Disclosure Document, an area development agreement and a Franchise Agreement shall mean the form then currently provided by Franchisor to similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Franchisor in its discretion which previously has been delivered to and executed by a licensee or franchisee of Franchisor.

EXHIBIT D

OLD CHICAGO FRANCHISING II LLC

FRANCHISE MANUAL
TABLES OF CONTENTS

NEW RESTAURANT OPENING MANUAL – This manual enumerates all the "operations" related activities necessary during the construction period, after restaurant turnover and right up to opening day of the restaurant. It includes calendars, training outlines, checklists and all forms necessary for the countdown to the opening of the restaurant.

Table of Contents	Pages
New Restaurant Opening Manual	29
New Restaurant Ready Pictorial Manual	40
Total Pages	69

MANAGER IN TRAINING PROGRAM (MITP) – This is the online workbook that supports the seven-week Manager Training Program executed at one of our designated Old Chicago training restaurants (or an approved Franchise training location). In the MITP online workbook and supporting documents is a detailed (daily) schedule, project work, and reading assignments to be completed during the seven weeks. It also contains weekly reviews for performance assessment of the management candidate.

Table of Contents	Pages
Welcome	8
Overview	12
Expectations	10
Projects	64
Validations	14
Phase Review	14
Notes	24
Total Pages:	148
All project work - HOH, FOH, Certified Training, Hiring, Reviewing, Online Programs – is done via Tool Box Cards	1457 Cards

FRANCHISE MARKETING MANUAL – This manual is designed to help Old Chicago restaurants manage their marketing programs. This includes: new restaurant openings, Marketing support available; the various marketing related materials available for your use; Listing of sample national programs; local restaurant marketing techniques; information on our World Beer Tour; and how to order marketing materials.

Table of Contents	Pages
The Old Chicago Brand	1
New Store Opening Procedures	1
Franchise Marketing Support	3
Marketing Materials	4
National Programs	3
Local Restaurant Marketing	7
The World Beer Tour	13
How to Order Marketing Materials	1
Appendix	1
Total Pages	34

FRONT OF HOUSE (FOH) OPERATING GUIDELINES – TOOL BOX CARDS – These cards encompass everything that relates to the FOH. It will include sections on our company culture; service standards; knowledgeable sales standards; hospitality standards, beer, liquor, and wine information.

Table of Contents	Pages
Culture	1
Service Standards	33
Host Service Standards	14
Server Service Standards	8
Knowledgeable Sales	5
Busser and Expo Service Standards	9
Point-of-Sale	8
Bartender Service Standards	13
Marketing	13
Beer	56
Liquor	13
Wine	3
Host Concepts	8
Aloha Mobile	8
Delivery Services	41
Salesmanship Videos	1
Sanitation Videos	5
Total Pages	239

HEART OF HOUSE (HOH) OPERATING GUIDELINES – TOOL BOX CARDS – These cards encompass everything that relates to the effective operation of an Old Chicago kitchen. It includes sections on the dish room; expo area; pizza line; front line; safe food handling; culinary knowledge; dough area; prep area.

Table of Contents	Pages
Culture	3
Safe Food Handling	15
Equipment	36

Table of Contents	Pages
Culinary Knowledge	22
Broil Station	5
Dish Station	11
Fry Station	5
Pantry Station	5
Pizza Station	9
Pizza Pull Station	4
Prep Station	11
Total Pages	126

OC MANAGER TOOL BOX CARDS – These cards encompass everything that relates to the effective management of the operation by a manager. It centers on leadership functions, HOH and FOH set up, inventory management, and cost controls.

Table of Contents	Pages
MGR Videos	7
Accounting	23
Bar Systems & Operations	23
CTUIT	69
FOH Systems & Operations	26
Kitchen Systems & Operations	81
Leadership & Trust	19
Marketing	39
Rise and Interviewing	14
HR Bridge	8
Hirebridge	1
Training Program Leadership	5
Training	13
Taproom	7
Hotschedules	3
US Foods Order Guide	9
OLO Online Ordering	26
Delivery Services	37
Total Pages	403

PLATING GUIDE CARDS – These cards list ingredients, plate ware, procedures, and garnish for all the menu items. It is used on the line during training, but it is primarily in the expo area to ensure that the plate presentation is correct and complete before any menu item that arrives at the guests' table.

- **The cards are all located on the LMS in the Forms Library and in SharePoint. The cards are broken into separate sections (i.e., appetizers, salads, burgers, desserts, etc.). All items on all the available menus (i.e., lunch, dinner, kids, etc.) are represented and shown on these**

cards. The line specs are constantly being updated throughout the year (in real time) when any recipe is modified.

RECIPE AND PROCEDURE CARDS – These cards contain all the recipes/procedures required to make all the foodstuffs that eventually combine to create the final plate presentations for the menu items for Old Chicago guests.

EXHIBIT E

OLD CHICAGO FRANCHISING II LLC

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:

Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Agent for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8285

Agent for Service of Process:

Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 E. Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

State Administrator:

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 102720

EXHIBIT F

OLD CHICAGO FRANCHISING II LLC

LIST OF CURRENT AND FORMER FRANCHISEES/AREA DEVELOPERS

Current Franchisees as of January 3, 2021:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Nursariwala[1]	AJ	Taps Management, Inc.	1900 W. Pleasant Grove Rd.	Rogers	AR	72758	479-877-6555	ajnursariwala@yahoo.com
Holland	Rick	OC Restaurants II, LLC	2950 E. Germann Rd.	Chandler	AZ	85286	480-912-7170	r.hollnad@wendyscos.com
Patel	Dhruv	Shiv Management, LLC	6581 Whittlesey Blvd.	Columbus	GA		864-328-8675	Dhruv0000@gmail.com
Ruppel[1]	Jeff	ROC Taproom, Inc.	1610 S. Kellogg Ave.	Ames	IA	50010	515-232-6900	jruppel@parcoltd.com
Ruppel[1]	Jeff	ROC Taproom, Inc.	2732 Southeast Delaware Ave.	Ankeny	IA	50021	515-963-8686	jruppel@parcoltd.com
Lucas	Bill	Vita Corp.	75 Second St.	Coralville	IA	52241	319-248-1220	lucasdevelopment@mchsi
Ruppel[1]	Jeff	ROC Taproom, Inc.	3100 Dodge St.	Dubuque	IA	52003	563-690-2040	jruppel@parcoltd.com
Carlson	Jeff	OC Sioux City	5030 Sergeant Rd.	Sioux City	IA	51106	712-490-5980	Jcarlson0330@gmail.com
Pearson	John	Vita Corp.	7610 N. Grand Prairie Dr.	Peoria	IL	61615	309-691-1885	john@ocpab.com
Ruppel	Jeff	ROC Taproom, Inc.	740 E. 81st St.	Merrillville	IN	46410	219-472-0610	jruppel@parcoltd.com
Niehaus	David	BDE Dining, LLC	529 Main St	Vincennes	IN	47591	812-882-1213	dniehaus@niehausinc.com
Samy[1]	Amro	Samys Enterprise, LLC	1010 Stone Creek Dr.	Garden City	KS	67846	620-805-5086	samy@gcclarioninn.com
Holland	Rick	OC Restaurants, LLC	383 West Mopar Dr	Hays	KS	67601	719-955-2055	r.hollnad@wendyscos.com
Samy	Amro	Samys OC, LLC	545 Wakarusa Dr.	Lawrence	KS	66049	785-856-2739	samy@gcclarioninn.com
Samy	Amro	Samys OC, LLC	1701 N Kansas Ave.	Liberal	KS	67901	620-624-2495	samy@gcclarioninn.com
Basham	Molly	Samys Enterprise, LLC	2001 Clock Tower	Manhattan	KS	66503	620-805-9135	molly@gcclarioninn.com
Samy	Amro	Samys Enterprise, LLC	214 E. Kerr St.	Salina	KS	67401	785-404-1499	samy@gcclarioninn.com
Neely	Jeff	KJ Endeavors, LLC	6603 Eastman Ave	Midland	MI	48642	989-489-7979	jneely@inspiredcpts.com
Neely	Jeff	KJ Endeavors, LLC	3333 28th St., SE Suite A	Grand Rapids	MI	49512	619-940-1111	jneely@inspiredcpts.com

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Neely	Jeff	KJ Endeavors, LLC	1938 W. Grand River Ave.	Okemos	MI	48864	517-347-1111	jneely@inspiredcpts.com
Neely	Jeff	KJ Endeavors, LLC	15231 Trenton Rd.	Southgate	MI	48195	734-282-8111	jneely@inspiredcpts.com
Nursariwala	AJ	ASTP, Inc.	3320 S. Rangeline Rd.	Joplin	MO	64804	417-483-7818	ajnursariwala@yahoo.com
Koshiya[1]	Sanjay	KMG Hotels	10920 N Ambassador Dr.	N. Kansas City	MO	64153	816-321-1901	sanjay@kmghotels.com
Koshiya[1]	Sanjay	KMG Hotels	1920 Diamond Pkwy	N. Kansas City	MO	64116	816-997-9900	sanjay@kmghotels.com
Johnson[1]	John	Johnson Investment Group, Inc.	920 S. 24th Street West	Billings	MT	59102	406-655-8122	john@jrgrestaurans.com
Johnson[1]	John	Johnson Investment Group, Inc.	1940 N. 19th Ave.	Bozeman	MT	59718	406-587-9404	john@jrgrestaurans.com
Johnson[1]	John	Johnson Investment Group, Inc	3630 N. Reserve	Missoula	MT	59808	406-655-8112	john@jrgrestaurans.com
Gardner	Jim	Hi-Brand, LLC	115 S. Second Ave.	Kearney	NE	68847	308-234-4531	jgardner@whiskeycreek.com
Collier[1]	Brent	CRG Pizza, Inc.	2859 US 17 Bus	Murrells Inlet	SC	29576	843-651-2337	bcollier@collierfoods.com
Willis	Tom	WD Ventures, LLC	1400 North 800 East	Logan	UT	84341	435-774-0008	Tom.willis@conestogaenergy.com
Johnson[1]	John	Johnson Investment Group, Inc.	3580 E. Second St.	Casper	WY	82609	307-473-1900	john@jrgrestaurants.com
Johnson[1]	John	Johnson Investment Group, Inc.	1100 Boxelder Rd.	Gillette	WY	82718	307-682-3303	john@jrgrestaurants.com
Johnson[1]	John	Johnson Investment Group, Inc.	1675 Sunset Dr.	Rock Springs	WY	82901	307-382-3222	john@jrgrestaurants.com

[1]Franchisee is an Area Developer

Franchisees with Unopened Outlets as of January 3, 2021:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Samy[1]	Amro	Samys OC	2125 Buffalo Heights	Garden City	KS	67846	620-271-2022	samy@gcclarioninn.com
Nursariwala[1]	AJ	TAPS Management, Inc	2025 E Kerr St.	Springfield	MO	68503	417-483-7818	aj@tapsmgt.com
Holland[1]	Rick	OC Restaurants, LLC	340 Commercial St.	Elko	NV	89801	719-955-2055	r.holland@wendyscos.com

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Koshiya[1]	Sanjay	KMG Hotels	1645 Swift Ave	N Kansas	MO	64116	917-328-2330	sanjay@kmghotels.com

[1]Franchisee is an Area Developer

Former Franchisees:

The name and last known address of every franchisee who had an Old Chicago Restaurant Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period December 31, 2019 to January 3, 2021, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Stevens	Scott	Stefano's Inc	1010 Main Street, Suite C	Conway	AR	72034	501-329-6262	sastevens@pizzapro.com
Parent	Gerald	Stefano's, Inc	4305 Warden Rd	North Little Rock	AR	72116	501-812-6262	geraldparent@pizzapro.com
Ruppel	Jeff	ROC Taproom Inc.	1910 N Neil St.	Champaign	IL	61820	217-607-1489	jruppel@parcoltd.com
Ghoman	Alex	The Ultimate Brand Solutions, LLC	5850 Fortune Circle	Indianapolis	IN	46224	317-247-9700	aghoman@gmail.com
Cody	Joe	Bistros & More, Inc	4040 Second St	St Cloud	MN	56301	320-259-1103	cody@borderstates.net
Cinnamon	Glen	Bistros & More, Inc	2551 45th St SW	Fargo	ND	58104	701-356-8277	cinnamon@borderstates.net
Stevens	Scott	Stefano's, Inc	2901 E Central Texas Expressway	Kileen	TX	76542	254-833-5061	sastevens@pizzapro.com

EXHIBIT G

OLD CHICAGO FRANCHISING II LLC

STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR OLD CHICAGO FRANCHISING II LLC

The following modifications are made to the Old Chicago Franchising II LLC ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means the laws of the state of Texas. When the term "**Supplemental Agreements**" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in the State of Texas. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Texas. This provision may not be enforceable under California law.

Neither Franchisor nor any other person 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.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE

CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit K of the FDD on the page entitled, "State Effective Dates".

2. States which have refused, by order or otherwise, to register these Franchises are:

   None

3. States which have revoked or suspended the right to offer the Franchises are:

   None

4. States in which the proposed registration of these Franchises has been withdrawn are:

   None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

Fee Deferral

Items 5 and 7 of the Franchise Disclosure Document, Article 4.1 of the Franchise Agreement and Article 5.1 of the Area Development Agreement are amended to provide:

The Illinois Attorney General's Office has determined that because of our financial condition, we must assure our financial ability to furnish goods and services to assist our franchisees in establishing and opening their franchises by one of several means, at our option. As a consequence, the payment of the Initial Franchise Fee will be deferred until we have completed all of our pre-opening obligations under the Franchise Agreement, and you commence business at your Old Chicago Restaurant. The payment of the non-refundable Development Fee and the IFF Deposit will be deferred until your first Old Chicago Restaurant franchise business opens.

INDIANA

Item 8 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

> No competing business for two years within the Protected Area.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

   No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Old Chicago Franchising II LLC, 19219 Katy Fwy, Suite 500, Houston, Texas 77094 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENTS

Item 17 of the FDD, the Franchise Agreement and Area Development Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Representations in the Franchise Agreement and Area Development Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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.).

Fee Deferral

Item 5 of the FDD, the Franchise Agreement and Area Development Agreement are revised to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

FRANCHISOR:	**FRANCHISEE:**
OLD CHICAGO FRANCHISING II LLC	_____ Entity name (if any)
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 transferee to meet our then-current reasonable qualifications or standards.
(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.
(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a

general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Article 4.5 of the Franchise Agreement are hereby amended to limit the Insufficient Funds Charge to $30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or 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.

B. No such party has 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.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the ten-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.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under 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 department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for Franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for Franchisor approval of transfer**:"

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by Franchisee**."

> You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of Forum**," and Item 17(w), titled "**Choice of Law**:"

> The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-

19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD, Article 14 of the Franchise Agreement and Article 8 of the Area Development Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly to the extent required by law.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_____ Date_____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Old Chicago Franchising II LLC, 19219 Katy Fwy, Suite 500, Houston, Texas 77094 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____ By: _____

Print Name: _____

Its: _____

RHODE ISLAND

§ 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 FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

SOUTH DAKOTA

The following language will be added to the franchise agreement:

OLD CHICAGO FRANCHISING II LLC
ACKNOWLEDGEMENT OF DEFERRAL OF INITIAL FRANCHISE FEE

_____ ("Franchisee") entered into a Franchise Agreement with Old Chicago Franchising II LLC ("Franchisor") on _____, 20___ for the operation of an Old Chicago franchise in South Dakota. As a condition for Franchisor's registration to offer franchises for sale in South Dakota, the South Dakota Department of Labor and Regulation, based on Franchisor's financial condition, required Franchisor to defer the initial franchise fee for the purchase of such franchise until Franchisor has fulfilled all of its initial obligations under the Franchise Agreement and Franchisee has commenced doing business. This is an acknowledgement that such initial franchise fee has been deferred by Franchisor until such time.

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC
a Delaware limited liability company

Date:_____ By:_____

FRANCHISEE:

_____

Date:_____ By:_____

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Old Chicago Franchising II LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your Franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your Franchise. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

The State of Washington's Non-Compete Act, HB 1450 (effective January 1, 2020) may supersede the Franchise Disclosure Document, the Franchise Agreement and Supplemental Agreements in your relationship with the franchisor as it pertains to your covenant not to compete.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ South Dakota
☐ Illinois	☐ New York	☐ Virginia
☐ Iowa	☐ North Dakota	☐ Washington
☐ Indiana	☐ Ohio	☐ Wisconsin
☐ Maryland		

Dated: _____, 20____

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Title: _____

FRANCHISEE:

_____

_____

By: _____

Title: _____

Rev. 050918

EXHIBIT H

OLD CHICAGO FRANCHISING II LLC

CONTRACTS FOR USE WITH THE OLD CHICAGO RESTAURANT FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Old Chicago Restaurant Business. The following are the forms of contracts that Old Chicago Franchising II LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT H-1

OLD CHICAGO RESTAURANT FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of [Franchisor], [a/an Formation State] [entity type] ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate [a/an] [Franchise] business;

WHEREAS, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or **(the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release)**, and Franchisor has consented to such **(transfer/successor franchise agreement/amendment/termination/other reason)**; and

WHEREAS, as a condition to Franchisor's consent to **(transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason)**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Texas.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

(Signatures on following page)

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

_____, a

_____

By: _____

Printed Name: _____

Title: _____

FRANCHISEE'S OWNERS:

Date _____

_____
Signature

_____
Typed or Printed Name

_____
Signature

_____
Typed or Printed Name

Rev. 012021

EXHIBIT H-2

OLD CHICAGO RESTAURANT FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement ("Agreement") is entered into by the undersigned ("you" or "your") in favor of Old Chicago Franchising II LLC, a Delaware limited liability company, and its successors and assigns ("us," "we" or "our"), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

"Competitive Business" means a business, other than another Old Chicago Restaurant, that looks like, copies, imitates, or operates in a manner that resembles or is similar to an Old Chicago Restaurant including, but not limited to, any casual dining restaurant that operates as a full-service, sit-down and/or take-out restaurant having a menu directed substantially to the offer of pizza, or whose actual sales are 15% or greater generated by or derived from the sale of pizza or that has more than 24 draft beer tap handles. Notwithstanding the foregoing, "Competitive Business" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if applicable owner thereof: (i) is not a controlling person of, or a member of a group which controls, such Entity; and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Entity.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of an Old Chicago Restaurant business or the solicitation or offer of an Old Chicago Restaurant franchise, whether now in existence or created in the future.

"*Franchisee*" means the Old Chicago Restaurant franchisee for which you are a manager or officer.

"*Franchisee Territory*" means the territory granted to you pursuant to a franchise agreement with us.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Old Chicago Restaurant business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of an Old Chicago Restaurant business, which may be periodically modified by us.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Old Chicago Restaurant business, including "OLD CHICAGO," and any other trademarks, service marks, or trade names that we designate for use by an Old Chicago Restaurant business. The term "Marks" also includes any distinctive trade dress used to identify an Old Chicago Restaurant business, whether now in existence or hereafter created.

"*Prohibited Activities*" means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor,

representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"*Restricted Period*" means the two-year period after you cease to be a manager or officer of Franchisee's Old Chicago Restaurant business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the nine-month period after you cease to be a manager or officer of Franchisee's Old Chicago Restaurant business.

"*Restricted Territory*" means the geographic area within: (i) a ten-mile radius from Franchisee's Old Chicago Restaurant business (and including the premises of the approved location of Franchisee); and (ii) a ten-mile radius from all other Old Chicago Restaurant businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a five-mile radius from Franchisee's Old Chicago Restaurant business (and including the premises of the approved location of Franchisee).

"*System*" means our system for the establishment, development, operation, and management of an Old Chicago Restaurant business, including Know-how, proprietary programs and products, Manual, and operating system.

2. **Background**. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than the Old Chicago Restaurant business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee's Old Chicago Restaurant business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. **Unfair Competition During Relationship.** You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee's Old Chicago Restaurant business by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship.** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers

who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.

8. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Old Chicago Restaurant franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for 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 yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date_____ _____

Signature

_____

Typed or Printed Name

Rev. 120619

EXHIBIT H-3

OLD CHICAGO RESTAURANT FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Old Chicago Franchising II LLC, a Delaware limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

"*Copyrights*" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Old Chicago Restaurant franchisees to use, sell, or display in connection with the marketing and/or operation of an Old Chicago Restaurant Business, whether now in existence or created in the future.

"*Franchisee*" means the Old Chicago Restaurant franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Old Chicago Restaurant Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"M*anual*" means our confidential operations manual for the operation of an Old Chicago Restaurant Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Old Chicago Restaurant Business, including "OLD CHICAGO" and any other trademarks, service marks, or trade names that we designate for use by an Old Chicago Restaurant Business. The term "Marks" also includes any distinctive trade dress used to identify an Old Chicago Restaurant Business, whether now in existence or hereafter created.

"*Old Chicago* Restaurant *Business*" means a business that is a full-service casual neighborhood restaurant that features Chicago-style deep dish pizza, pasta, calzones, burgers, salads, and related food items and beverages featuring local and regional craft beers and imported and mass domestic beers and other related products and services using our Intellectual Property.

"*System*" means our system for the establishment, development, operation, and management of an Old Chicago Restaurant Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. **Background.** You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use

such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. **Know-How and Intellectual Property: Nondisclosure and Ownership.** You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the Old Chicago Restaurant Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

   The Intellectual Property is and shall continue to be the sole property of Old Chicago Franchising II LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. **Immediate Family Members.** You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. **Breach.** You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Old Chicago Restaurant franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for 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 yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous.**

a. Although this Agreement is entered into in favor of Old Chicago Franchising II LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date_____ _____

Signature

_____

Typed or Printed Name

Rev. 032916

EXHIBIT H-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Old Chicago Franchising II LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____
Name: _____
Its: _____

Federal Tax ID Number: _____

Rev. 032916

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT H-5

OLD CHICAGO RESTAURANT FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of _____, 20_____, between Old Chicago Franchising II LLC ("**Franchisor**"), a Delaware limited liability company, _____ ("**Former Franchisee**"), the undersigned owners of Former Franchisee ("**Owners**") and _____, a _____ ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20_____ ("**Former Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate an Old Chicago Restaurant franchise located at _____ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("**New Franchise Agreement**"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination,

expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an Old Chicago Restaurant franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

OLD CHICAGO FRANCHISING II LLC

By: _____

Printed Name: _____

Title: _____

FORMER FRANCHISEE:

_____

By: _____

Printed Name: _____

Title: _____

NEW FRANCHISEE:

_____

By: _____

Printed Name: _____

Title: _____

Rev. 082418

EXHIBIT H-6

OLD CHICAGO RESTAURANT FRANCHISE

SAMPLE LEASE ADDENDUM

This Addendum to Lease ("**Addendum**"), dated _____, 20___, is entered into by and between _____ ("**Landlord**"), _____ ("**Tenant**") and Old Chicago Franchising II LLC ("**Franchisor**"), collectively referred to herein as the "**Parties**".

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20___, and pertaining to the premises located at _____ ("**Lease**").

B. Landlord acknowledges that Tenant intends to operate a franchised business from the leased premises ("**Premises**") pursuant to a Franchise Agreement ("**Franchise Agreement**") with Franchisor under Franchisor's trademarks and other names designated by Franchisor (herein referred to as "**Franchised Business**" or "**Franchise Business**").

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. Use of the Premises. During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

2. Franchise System. Landlord hereby consents to Tenant's use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant's use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Tenant shall have the right, without further consent from Landlord, to sublease or assign all of Tenant's right, title, and interest in the Lease to a Franchise Assignee at any time during the term of the Lease, including any extensions or renewals thereof. If Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, Franchisor or a Franchise Assignee that Franchisor designates, will, at its option, have the right, but not the obligation, to take an assignment of Tenant's interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures a default of the Lease no later than ten (10) days following the end of Tenant's cure period. No assignment shall be effective until: (i) a Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchisee Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant shall remain liable under the terms of the Lease and the assignee or subtenant shall retain all of the Tenant's rights granted in the Lease including without limitation: (x) any grant of a protected territory or use exclusivity; and (y) the renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to: (A) recapture the Premises; (B) terminate the Lease; or (C) modify any terms or conditions of the Lease. If Franchisor accepts an

assignment and assumes the Lease under this section, Franchisor shall have the right to further sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in which event Franchisor shall be released from any obligation or liability under the Lease. As used in this Addendum, "**Franchise Assignee**" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord shall contemporaneously send a copy of such default notice to Franchisor. Franchisor shall have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional ten (10) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address:

Old Chicago Franchising II LLC
19219 Katy Fwy, Suite 500
Houston, Texas 77094

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord shall permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by Attachment 1.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. Amendments. No amendment or variation of this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto as of the day, month, and year first written above.

LANDLORD:	**TENANT:**
_____	_____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

FRANCHISOR:

_____

By: _____

Printed Name: _____

Title: _____

Rev. 112619

EXHIBIT H-6 Attachment 1

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___ day of _____, 20___ ("**Effective Date**"), the undersigned, _____ ("**Assignor**") hereby assigns, transfers and sets over unto _____ ("**Assignee**") all of Assignor's right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("**Lease**") with respect to the premises located at _____. This Collateral Assignment of Lease ("**Assignment**") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein, and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee's sole discretion, to: (i) cure Assignor's default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignee's rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent (2%) per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

_____

By: _____

Printed Name _____

Its: _____

ASSIGNEE:

_____

By: _____

Printed Name _____

Its: _____

Rev. 112619

EXHIBIT H-7

OLD CHICAGO RESTAURANT FRANCHISE

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**License Agreement**") is entered into between Old Chicago Franchising II LLC ("**Franchisor**") and _____ ("**Franchisee**") pursuant to a Franchise Agreement dated _____, 20__ ("**Franchise Agreement**") under which the Franchisee will operate an Old Chicago restaurant ("**Restaurant**") at _____.

1. The Franchisor grants to the Franchisee a nonexclusive, nonassignable license to use the computer programs, in object code form listed in the schedule to this License Agreement ("**Software**"). The schedule may be updated from time to time by the Franchisor to include enhancements, upgrades or replacements ("**Enhancements**") to the Software, which the Franchisor will make available to the Franchisee from time to time at a cost determined by the Franchisor.

2. The Franchisee shall use the Software only in the operation of the Restaurant at the location indicated above. The Franchisee may not modify, copy or reproduce in any form any part of the Software without the prior written consent of the Franchisor, and in such event solely to the extent required for use of the Software in the operation of the Restaurant. The Franchisee shall not make available the Software, the user and operating manuals thereto, or any copy thereof to any party except as described below in Paragraph 4. The Franchisee shall not reverse assemble, reverse compile or otherwise recreate the Software.

3. All copies of the Software, including any produced by the Franchisee with the Franchisor's consent, are and shall be the sole and exclusive property of the Franchisor or authorized third parties during and after the term of this License Agreement. The Franchisee acknowledges and agrees that the Franchisor may secure all or any part of the Software from third parties. The Franchisee agrees to execute and deliver to the Franchisor any further contracts, agreements or other documents required by the Franchisor in order to secure its compliance with any agreement with such other parties.

4. The Franchisee understands and acknowledges that the Software contains the Franchisor's trade secrets and agrees, during the term of this License Agreement and thereafter, not to communicate, divulge or use the Software other than in the operation of the Restaurant by the Franchisee and its employees. The Franchisee shall divulge and allow access to the Software only to its employees who must have access to it in connection with their employment in the Restaurant. At the Franchisor's request, the Franchisee shall require and obtain execution of covenants concerning the confidentiality of the Software from any persons employed by the Franchisee who have access to the Software. These covenants shall be in a form substantially similar to the confidential covenants contained in the Franchise Agreement.

5. The Franchisee shall exercise reasonable precautions, no less rigorous than those the Franchisee uses to protect its own confidential information, to protect the confidentiality of the Software and the user and operating manuals thereto, which precautions shall include, at a minimum, giving instructions to the Franchisee's employees who will have access to the Software and the user and operating manuals thereto that the same are proprietary to, and the trade secrets of, the Franchisor or such third parties. The Franchisee shall not remove or alter any designations that the Franchisor or such third parties have included in the Software and the user and operating manuals thereto that indicate such material is the proprietary property of the Franchisor or such third parties.

6. The Franchisee agrees to notify the Franchisor immediately of the existence of any unauthorized knowledge, possession or use of any part of the Software.

7. The Franchisee acknowledges and agrees that the Software and user and operating manuals thereto are the valuable property and trade secrets of the Franchisor or other authorized parties, that any violation by the Franchisee of the provisions of this License Agreement would cause the Franchisor or such other parties irreparable injury for which they would have no adequate remedy at law, and that, in addition to any other remedies which the Franchisor may have, it shall be entitled to preliminary and other injunctive relief against any such violation.

8. The term of this License Agreement shall be co-extensive with the term of the Franchise Agreement, including any renewal of the Franchise Agreement.

9. Expiration or termination of the Franchise Agreement for whatever reason shall automatically terminate this License Agreement and the right granted by it to use the Software, without notice to the Franchisee. If the Franchisor's license to any of the Software secured from third parties should terminate, then this License Agreement shall automatically terminate as to such Software and the Franchisee shall comply with the provisions of Section 10 in connection with such Software. In addition, the Franchisor may terminate this License Agreement upon the failure by the Franchisee to comply with any of the terms and conditions herein, by giving the Franchisee written notice of termination stating the nature of the breach at least 30 days prior to the effective date of termination; provided that the Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to the Franchisor's satisfaction within the 30-day period and by promptly providing proof thereof to the Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this License Agreement shall terminate without further notice to the Franchisee effective immediately upon expiration of the 30-day period or such longer period as applicable law may require.

10. Upon the expiration or termination of this License Agreement or upon the expiration or termination of the Franchise Agreement, whichever shall occur earlier, the Franchisee shall immediately deliver to the Franchisor all copies of the Software then in the Franchisee's possession or control and delete the Software from the Franchisee's computer system and shall immediately cease to use the Software.

11. The Franchisor will replace without charge any copies of the Software provided under this License that have defects in materials and workmanship that are not caused by the Franchisee's misuse or unauthorized modification of the Software. This replacement shall be the Franchisee's sole and exclusive remedy as to the Software.

12. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO WARRANTIES GRANTED TO THE FRANCHISEE OR ANY OTHER PERSON OR ENTITY FOR THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; ALL SUCH WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED.

13. THE FRANCHISEE IS SOLELY RESPONSIBLE FOR DETERMINING ITS DESIRED RESULTS FROM THE USE OF THE SOFTWARE, FOR EVALUATING THE SOFTWARE'S CAPABILITIES AND FOR SUCCESSFULLY OPERATING THE SOFTWARE. IN NO EVENT SHALL THE FRANCHISOR BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, OR FOR LOST DATA OR LOST PROFITS TO THE FRANCHISEE OR ANY OTHER PERSON OR ENTITY, WHETHER OR NOT DUE TO THE FRANCHISOR'S NEGLIGENCE, ARISING OUT OF THE

USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THE FRANCHISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OCCURRING. IN THE EVENT THAT ANY OTHER TERM OF THIS LICENSE AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISION OF WAIVER BY AGREEMENT OF DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR FOR LOST DATA OR LOST PROFITS SHALL CONTINUE IN FULL FORCE AND EFFECT.

14. THIS LICENSE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, EXCEPT FOR TEXAS CONFLICTS OF LAW PRINCIPLES.

15. If any provision of this License Agreement is declared to be void or unenforceable by a court of competent jurisdiction, such declaration shall have no effect on the other terms of this License Agreement, which will remain in effect and fully enforceable.

16. The Franchisee agrees to pay any sales, use, ad valorem, personal property and general intangibles tax and any registration fees arising out of this License Agreement and the transactions contemplated herein, except for any taxes imposed upon the gross income of the Franchisor.

17. The Franchisee may not sell, lease, assign, sublicense or otherwise transfer any of its rights under this License Agreement without the prior written consent of the Franchisor.

18. Notice under this License Agreement shall be provided as indicated in the Franchise Agreement.

19. The terms of this License Agreement are incorporated into the Franchise Agreement by reference. This License Agreement and related provisions of the Franchise Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all related prior and contemporaneous agreements between the parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this License Agreement on the _____ day of _____, 20___.

(Signatures on following page)

OLD CHICAGO FRANCHISING II LLC:

By: _____

Name: _____

Title: _____

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

EXHIBIT I

OLD CHICAGO FRANCHISING II LLC

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Old Chicago Franchising II LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and, if applicable, an Area Development Agreement for the operation of an Old Chicago Restaurant franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

l.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement, and, if applicable, an Area Development Agreement and each attachment or exhibit attached to it that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and Franchise Agreement, and, if applicable, an Area Development Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Have you had the opportunity to discuss the benefits and risks of developing and operating an Old Chicago Restaurant Franchise with an existing Old Chicago Restaurant franchisee?
7.	Yes__	No__	Do you understand the risks of developing and operating an Old Chicago Restaurant Franchise?
8.	Yes__	No__	Do you understand the success or failure of your Old Chicago Restaurant Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9.	Yes__	No__	Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement, and, if applicable, an Area Development Agreement must be arbitrated in Texas, if not resolved informally or by mediation (subject to state law)?
10.	Yes__	No__	Do you understand that you must satisfactorily complete the initial training program before we will allow your Old Chicago Restaurant Franchise to open or consent to a transfer of the Old Chicago Restaurant Franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Old Chicago Restaurant Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, and, if applicable, an Area Development Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Old Chicago Restaurant Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Old Chicago Restaurant Franchise?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

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.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Date _____	Date _____

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

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EXHIBIT J

OLD CHICAGO FRANCHISING II LLC

GUARANTEE OF OLD CHICAGO FRANCHISING II LLC

GUARANTEE OF PERFORMANCE

For value received, SPB Hospitality LLC, a Tennessee limited liability company (the "Guarantor"), located at 3011 Armory Dr., Ste. 300, Nashville, TN 37204, absolutely and unconditionally guarantees to assume the duties and obligations of Old Chicago Franchising II LLC located at 3011 Armory Dr., Ste. 300, Nashville, TN 3720 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Nashville, TN on the 12th day of April 2021.

Guarantor: SPB Hospitality, LLC
By: Edward J McGraw
Name: Ed McGraw
Title: VP Development

EXHIBIT K

OLD CHICAGO FRANCHISING II LLC

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	PENDING
Hawaii	PENDING
Illinois	PENDING
Indiana	PENDING
Maryland	PENDING
Michigan	PENDING
Minnesota	PENDING
New York	PENDING
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L

OLD CHICAGO FRANCHISING II LLC

RECEIPT

RECEIPT
(Retain This Copy)

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 Old Chicago Franchising II LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Old Chicago Franchising II LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Old Chicago Franchising II LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Old Chicago Franchising II 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Jim Mazany, 19219 Katy Fwy, Suite 500, Houston, Texas 77094
Josh Kern, 19219 Katy Fwy, Suite 500, Texas 77094
Ed McGraw, 19219 Katy Fwy, Suite 500, Houston, Texas 77094

Issuance Date: August 2, 2021

I received a disclosure document issued August 2, 2021, which included the following exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	Area Development Agreement
Exhibit D	Franchise Manuals Tables of Contents
Exhibit E	List of State Administrators/Agents for Service of Process
Exhibit F	List of Current and Former Franchisees/Area Developers
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Old Chicago Franchise
Exhibit I	Franchise Disclosure Questionnaire
Exhibit J	Guarantee of Old Chicago Franchising II LLC
Exhibit K	State Effective Dates
Exhibit L	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

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PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

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 Old Chicago Franchising II LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Exhibit L	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

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Please sign this copy of the receipt, date your signature, and return it to Old Chicago Franchising II LLC, 19219 Katy Fwy, Suite 500, Houston, Texas 77094.