

STATE OF MINNESOTA  
DEPARTMENT OF COMMERCE  
REGISTRATION DIVISION  
(651) 539-1627

IN THE MATTER OF THE REGISTRATION OF:  
DICKY'S BARBECUE PIT F/A  
By DICKY'S BARBECUE RESTAURANTS INC

ORDER AMENDING  
REGISTRATION

WHEREAS, an application to amend the registration and  
amendment fee have been filed,

IT IS HEREBY ORDERED that the registration dated  
November 12, 2013, is amended as of the date set forth below.



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MIKE ROTHMAN  
Commissioner  
Department of Commerce  
85 7th Place East, Suite 500  
St Paul, MN 55101

Date: February 5, 2014

UNIFORM FRANCHISE REGISTRATION APPLICATION

State: Minnesota

File No.: E-7241

Fee: \$100.00

APPLICATION FOR (Check only one):

           INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES

           RENEWAL APPLICATION OR ANNUAL REPORT

           PRE-EFFECTIVE AMENDMENT

  X   POST-EFFECTIVE MATERIAL AMENDMENT NUMBER

State of Minnesota  
Dept. of Commerce

FEB 04 2014

Rec'd \$ 100

1. Full legal name of Franchisor: Dickey's Barbecue Restaurants, Inc.
2. Name of the franchise offering: Dickey's Barbecue Pit
3. Franchisor's principal business address: 801 E. Plano Parkway #136  
Plano, TX 75074
4. Name and address of Franchisor's agent in this State authorized to receive service of process:

Minnesota Department of Commerce  
85 7th Place E, Suite 500  
St. Paul, MN 55101-2198

*Amend*  
*2-5-14*

5. The states in which this application is or will be shortly on file:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, No. Dakota, Rhode Island, So. Dakota, Virginia, Washington and Wisconsin

6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

Joel R. Buckberg, Esq.  
Baker, Donelson, Bearman, Caldwell and Berkowitz, PC  
211 Commerce St., Suite 800  
Nashville, TN 37201  
(615) 726-5639  
[jbuckberg@bakerdonelson.com](mailto:jbuckberg@bakerdonelson.com)

### Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of September 24, 2013, as amended on January 22, 2014, attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Plano, Texas, on the 24<sup>th</sup> day of January, 2014.

Franchisor:  
Dickey's Barbecue Restaurants, Inc.

By: \_\_\_\_\_

Name: Roland Dickey, Jr.

Title: President

### ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

On this, the 24<sup>th</sup> day of January, 2014, before me, the undersigned officer, personally appeared Roland Dickey, Jr., who acknowledged himself to be the President of DICKEY'S BARBECUE RESTAURANTS, INC. and that he as such President, being authorized to do so, executed the foregoing Uniform Franchise Registration Application for the purposes therein contained, and being first duly sworn, stated upon oath that said application, and all exhibits submitted herewith are true and correct.

In Witness Whereof, I hereunto set my hand and official seal.

Shannon Kay Armstrong  
Notary Public

My Commission Expires: \_\_\_\_\_



**BAKER DONELSON**  
BEARMAN, CALDWELL & BERKOWITZ, PC

BAKER DONELSON CENTER, SUITE 900  
211 COMMERCE STREET  
NASHVILLE, TENNESSEE 37201

MAILING ADDRESS:  
P.O. BOX 190613  
NASHVILLE, TENNESSEE 37219

PHONE: 615.726.5600  
FAX: 615.726.0464

www.bakerdonelson.com

SHAMEAK BELVITT  
DIRECT DIAL: 615.726.7338  
DIRECT FAX: 615.744.7338  
E-MAIL ADDRESS: SBELVITT@BAKERDONELSON.COM

February 3, 2014

**VIA FEDERAL EXPRESS**

Market Assurance Division  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198  
651-296-6328

Re: Minnesota Franchise Application – Dickey's Barbecue Restaurants, Inc. #F-7242

Dear Sir or Madam:

We are submitting, on behalf of Dickey's Barbecue Restaurants, Inc., an Application to amend its franchise registration. This Amendment is filed because of discrepancies in Items 7 and 20 of our prior Disclosure Document. We are enclosing the following in connection with the Amendment Application:

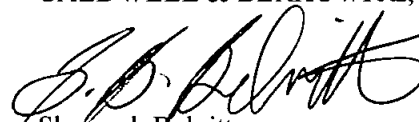
- 1) Franchise Registration Application - Post-Effective Amendment;
- 2) Certification;
- 3) Marked Pages Showing the Changes; and
- 4) A check in the amount of \$100.00 as payment of filing fees.

Please acknowledge receipt of the Amendment Application by returning to me the enclosed copy of this correspondence, stamped to show the filing date, in the self-addressed, stamped envelope that has been provided for your convenience.

Feel free to contact me should you have any questions or require any additional information. Thank you for your assistance in this matter.

Sincerely yours,

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, P.C.



Shameak Belvitt

Enclosures

N AMG1 1015749 v1  
2924451-000016 01/31/2014

ALABAMA FLORIDA GEORGIA LOUISIANA MISSISSIPPI TENNESSEE TEXAS WASHINGTON, D.C.

**DICKEY'S BARBECUE RESTAURANTS, INC.**

**FRANCHISE DISCLOSURE DOCUMENT**



FRANCHISE DISCLOSURE DOCUMENT  
DICKY'S BARBECUE RESTAURANTS, INC.,  
A TEXAS CORPORATION  
801 E. Plano Parkway, #135  
PLANO, TEXAS 75074  
(972) 423-2201  
WWW.DICKEYS.COM



Dickey's Barbecue Restaurants, Inc. sells franchises to operate, under the name and mark "Dickey's Barbecue Pit", fast casual restaurants specializing in freshly prepared barbecue style meats and other food products. We also offer a Development Agreement under which you must develop a specified number of restaurants within a defined geographic area according to a development schedule.

**The total investment necessary** to begin operation of a Dickey's Barbecue Pit franchised business ranges from \$114,555 to \$401,555. This includes \$33,600 that must be paid to franchisor. The total investment necessary for a two restaurant Development Agreement ranges from \$224,110 to \$755,110. A Development Agreement requires payment to us of a non-refundable development fee of \$15,000 for the first restaurant plus a \$10,000 deposit for each additional restaurant you agree to develop. The amount due at signing depends on the number of restaurants you agree to develop. The minimum development fee for a Development Agreement is \$25,000. You must pay us an additional \$18,600 for training fees, advance deposits and pre-opening purchases before opening each restaurant you develop.

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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit a 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: September 24, 2013, as amended on ~~December 31, 2013~~ January 22, 2014.

## STATE EFFECTIVE DATES

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

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

STATES	EFFECTIVE DATE
California	Pending
Hawaii	Pending
Illinois	October 22, 2013
Indiana	October 15, 2013
Maryland	November 15, 2013
Michigan	September 27, 2013
Minnesota	November 12, 2013
New York	November 13, 2013
North Dakota	October 31, 2013
Rhode Island	September 30, 2013
South Dakota	October 4, 2013
Virginia	Pending
Washington	October 18, 2013
Wisconsin	September 26, 2013

In all the other states, the effective date of this Franchise Disclosure Document is the Issuance Date of September 24, 2013, as amended on ~~December 31, 2013~~ January 22, 2014.

## ITEM 1

### THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor is Dickey's Barbecue Restaurants, Inc. To simplify the language in this Disclosure Document we refer to the Franchisor as "Dickey's", "we" and "our". We refer to the person interested in buying the franchise as "you" or "your" and, if such person is a partnership, corporation, limited liability company or other entity, it includes persons that own equity interests in such entity.

#### **The Franchisor**

We were formed on March 7, 1994 as a Texas corporation. Our principal place of business is 801 E. Plano Parkway, #135, Plano, Texas 75074. We also operate at 4514 Cole Avenue, Suite 1015, Dallas, Texas 75205. We do business under our company name and as "Dickey's Barbecue Pit" You will do operate a restaurant business under the name "Dickey's Barbecue Pit" (a "Restaurant"). We do not have any parent companies or any affiliates which offer franchises in any line of business or provide products or services to franchisees. We have no predecessors. We do not do business under any other name. Since our formation, we have offered Restaurant franchises. The names and addresses of our agents for service of process appear in **Exhibit E** to this Disclosure Document.

We do not operate any Restaurants of the kind described in this Disclosure Document. Dickey's Barbecue Pit, Inc. ("DBP"), a Texas corporation affiliated with us having a principal place of business at 801 E. Plano Parkway, #135, Plano, Texas 75074 and an operating office at 4514 Cole Avenue, Suite 1015, Dallas, Texas 75205, has operated similar Restaurants since 1941. Restaurant Growth, Inc. ("RGI"), a Texas corporation affiliated with us, has its principal place of business at 801 E. Plano Parkway, #135, Plano, Texas 75074 and an operating office at 4514 Cole Avenue, Suite 1015, Dallas, Texas 75205. RGI has operated similar Restaurants since 2007. Pitmaster Team, Inc. ("PTI"), a Texas corporation affiliated with us having a principal place of business at 801 E. Plano Parkway, #135, Plano, Texas 75074 and an operating office at 4514 Cole Avenue, Suite 1015, Dallas, Texas 75205, has operated similar Restaurants since 2013. Except as described in this Item 1, we, DBP, RGI, and PTI have not and do not engage in any other kinds of business or offered or offer franchises in any other lines of business.

DBP has operated pit barbecue Restaurants generally utilizing the cafeteria-style format but offering the same food products as the franchises described in this Disclosure Document since 1941. As of the end of our fiscal year on May 31, 2013, DBP, RGI and PTI operate eight seven Restaurants in the Dallas-Fort Worth, Texas metropolitan area, one Restaurant in Austin, Texas, one Restaurant in Rapid City, South Dakota, ~~and one Restaurant in Redondo Beach, California, and one Restaurant in Daytona Beach, Florida.~~ Our reference in this Disclosure Document to "company-owned" or "company-operated" Restaurants" means Restaurants owned and operated by DBP, RGI, and PTI. DBP, RGI, and PTI do not franchise, and have not, franchised Restaurants or any other kind of business.

#### **The Business**

We offer the opportunity to operate a fast casual Restaurant using the comprehensive and unique Dickey's Barbecue Pit business format system (the "System") under the franchise agreement you sign with us. A Restaurant operated under the System specializes in freshly prepared food featuring barbecued meats and is branded with the service mark (the "Mark") displayed on the cover page of this Disclosure Document. The System includes rights to use the Mark and various trade names, trademarks and service marks as well as distinctive exterior and interior design, décor, color schemes, furnishings and equipment for Restaurant premises; confidential recipes, procedures, specifications and formulas for preparing food and beverage products and for operations; inventory and management control methods; initial and ongoing training and seminars; our Operations Manual and such other manuals, written materials and directives as we designate for use in the Restaurant (the "Manuals"); and advertising and promotional services and assistance. We acquired our right to use and sublicense to franchisees the Mark under a license agreement with DBP, our affiliate (see Item 13). The Restaurants utilize modern barbecue cooking technology and several proprietary concepts and recipes, including the barbecue



imposed, except that (i) the Franchise Fee may be reduced or waived if you are purchasing a distressed Restaurant from us, (ii) we offer a \$5,000 veteran's discount with proof of service in the U.S. armed forces, (iii) you may receive credit toward your Franchise Fee if you entered into a previously terminated Franchise Agreement with us and your Restaurant under that Franchise Agreement was never developed, (iv) we reserve the right, but are not obligated to, reduce initial Franchise Fee for existing Dickey's franchises who elect to purchase additional Restaurant franchises; and (v) the Franchise Fee may be waived or reduced if you sign a Development Agreement and pay a Development Fee to us as noted below. The Franchise Fees we charged during the fiscal year ending May 31, 2013 ranged from no fee to the full amount. The Franchise Fee is non-refundable.

Development Fee. If you agree to develop and operate two or more Restaurants under a Development Agreement you sign with us, you pay a fee (the "Development Fee") of \$15,000 for the first Restaurant plus \$10,000 for each additional Restaurant you agree to develop in a lump sum when you sign the Development Agreement. We reduce the Franchise Fee for each Restaurant to be developed under the Development Agreement after the first Restaurant, payable when the then current Franchise Agreement is signed, to \$10,000, if you meet the development milestones in the Development Agreement. We apply the first \$15,000 of the Development Fee to the Franchise Fee for the first Restaurant under the Development Agreement. We apply each \$10,000 deposit of the Development Fee to the Franchise Fee for each subsequent Restaurant when you sign the then current Franchise Agreement for such restaurant. If you do not timely develop and open your Restaurants and comply with the other terms of the Development Agreement, the standard Franchise Fee of \$15,000 applies to each Restaurant you develop. You must pay the balance of the Franchise Fee to us in a lump sum after the deposit is applied when you sign the then current Franchise Agreement.

Our Development Fee is uniformly imposed, except the Development Fee may be reduced or waived under the same circumstances as noted above for the Franchise Fee, or when business circumstances warrant, such as when you are developing Restaurants in a new market for us. During the fiscal year ending May 31, 2013, we charged Development Fees ranging from no fee to \$15,000.

Restaurant Opening Fee. On notice from us but at least 60 days before the opening of your Restaurant, you shall pay \$8,000 to Dickey's as the "Restaurant Opening Fee." Dickey's may consult with you if we have not opened any Restaurants in your market area. We will use the Restaurant Opening Fee on your behalf to pay the local advertising and promotional marketing expenses we believe are appropriate for the Restaurant's grand opening campaign and in some cases, a post-opening campaign.

Inspection Reimbursement. You are required to reimburse us for the expenses we incur to perform any site inspection of a proposed location for your Restaurant in excess of the first three site inspection visits we provide to you at no additional cost.

Training Fee. You must pay a \$2500 Training Fee to us for the initial training program which your Owner/Operator will attend at Barbecue University. The initial training program includes online training for two Restaurant managers you select ~~and on-site training from our traveling trainer at your Restaurant.~~ The training fee also includes the cost of training materials ~~and uniforms.~~ The training ~~Fee~~ fee is due when you register your Owner/Operator for training.

Day One Deposit. You are required to pay us a "Day One Deposit" of up to \$8,100 within one business day after the "kick off call" with us for your Restaurant. We will use this deposit to pay approved vendors the deposits for your Restaurant's architectural design services, smallwares, and point of sale system, all of which are listed as part of your pre-opening expenses in Item 7.

The Restaurant Opening Fee, Inspection Reimbursement, Training Fee and Day One Deposit are uniformly imposed on all franchisees, are payable in a lump sum and are non-refundable. We offer a referral fee program for employees of a vendor to refer new leads on prospective franchisees that result in the sale of a franchise. Franchisees and their employees are not eligible for this program.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT</b>							
<b>TYPE OF EXPENDITURE</b>	<b>AMOUNT<sup>(19)</sup></b>				<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
	<b>NON-TRADITIONAL CONVERSION</b>	<b>RESTAURANT CONVERSION</b>	<b>RETAIL SPACE CONVERSION</b>	<b>SHELL BUILDING FINISH-OUT</b>			
Architectural Plans <sup>(2), (14)</sup>	\$10,500	\$10,500	\$10,500	\$10,500-\$12,500	Installments	\$5,000 Deposit due immediately upon signing Franchise Agreement; remainder due as invoiced by Architect	Architectural Firm
Permits <sup>(5), (14)</sup>	\$1,000-\$3,000	\$1,000-\$3,000	\$1,000-\$3,000	\$1,000-\$3,000	Lump Sum	As Incurred	State or Municipal Agencies
Leasehold Improvements <sup>(3), (14)</sup>	\$15,000	\$40,000-\$60,000	\$100,000-\$150,000	\$185,000	Negotiable	Negotiable	Landlord
Furniture, Fixtures, Equipment, <del>Catering</del> Cargo Van and Signage <sup>(4), (14)</sup>	\$30,000	\$59,600-\$92,000	\$59,600-\$92,000	\$59,600-\$92,000	Lump Sum	\$3,100 Deposit due immediately upon signing Franchise Agreement; remainder due as invoiced by Vendor	Vendors/ Contractors
<b>SUB-TOTAL (Construction)</b>	<b>\$56,500-\$58,500</b>	<b>\$111,100-\$165,500</b>	<b>\$171,100-\$255,500</b>	<b>\$256,100-\$292,500</b>			
Franchise Fee <sup>(1), (13)</sup>	\$15,000	\$15,000	\$15,000	\$15,000	Lump Sum	Execution of Franchise Agreement	Dickey's
Lease Deposits <sup>(14), (15)</sup>	\$3,000 - \$6,000	\$3,000 - \$6,000	\$3,000 - \$6,000	\$3,000 - \$6,000	Lump Sum	As Incurred	Landlord/ Utilities
Training <sup>(16)</sup>	\$2,500	\$2,500	\$2,500	\$2,500	Lump Sum	Upon Training Registration	Dickey's
ServSafe Training <sup>(18) (14)</sup>	\$555	\$555	\$555	\$555	As Arranged	As Arranged	ServSafe approved instructor
Opening Inventory and Services <sup>(7), (14)</sup>	\$4,000 - \$8,000	\$4,000 - \$8,000	\$4,000 - \$8,000	\$4,000 - \$8,000	Lump Sum	Vendors' Terms/As Incurred	Vendors/ Dickey's
Additional Funds – 3 Months <sup>(8), (10), (14)</sup>	\$15,000 - \$34,000	\$15,000 - \$34,000	\$15,000 - \$34,000	\$15,000 - \$34,000	Cash	As Needed	Various Payees
Insurance <sup>(6), (14)</sup>	\$10,000 - \$12,000	\$10,000 - \$12,000	\$10,000 - \$12,000	\$10,000 - \$12,000	Annually	Annually	Insurance Agents
Restaurant Opening Promotion <sup>(9), (13)</sup>	\$8,000	\$8,000	\$8,000	\$8,000	Cash	60 Days Prior to Opening	Dickey's
Professional Fees <sup>(11), (14)</sup>	\$0 – \$3,000	\$0 – \$3,000	\$0 – \$3,000	\$0 – \$3,000	As Arranged	As Arranged	Vendors
Closing and Finance Costs <sup>(12), (14)</sup>	\$0 – \$20,000	\$0 – \$20,000	\$0 – \$20,000	\$0 – \$20,000	As Arranged	As Arranged	Lender

YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT							
TYPE OF EXPENDITURE	AMOUNT <sup>(19)</sup>				METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	NON-TRADITIONAL CONVERSION	RESTAURANT CONVERSION	RETAIL SPACE CONVERSION	SHELL BUILDING FINISH-OUT			
SUB-TOTAL (Other Start-Up Expenses)	\$58,055 - \$109,055	\$58,055 - \$109,055	\$58,055 - \$109,055	\$58,055 - \$109,055			
TOTAL <sup>(17)</sup>	\$114,555 - \$167,555	\$169,155 - \$274,555	\$229,155 - \$364,555	\$314,155 - \$401,555			

YOUR ESTIMATED INITIAL INVESTMENT - 2 RESTAURANT DEVELOPMENT AGREEMENT							
TYPE OF EXPENDITURE	AMOUNT <sup>(19)</sup>				METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	NON-TRADITIONAL CONVERSION	RESTAURANT CONVERSION	RETAIL SPACE CONVERSION	SHELL BUILDING FINISH-OUT			
Architectural Plans <sup>(2), (14)</sup>	\$21,000	\$21,000	\$21,000	\$21,000-\$25,000	Installments	\$5,000 Deposit due immediately upon signing of each Franchise Agreement; remainder due as invoiced by Architect	Architectural Firm
Permits <sup>(5), (14)</sup>	\$2,000-\$6,000	\$2,000-\$6,000	\$2,000-\$6,000	\$2,000-\$6,000	Lump Sum	As Incurred	State or Municipal Agencies
Leasehold Improvements <sup>(3), (14)</sup>	\$30,000	\$80,000-\$120,000	\$200,000-\$300,000	\$330,000	Negotiable	Negotiable	Landlord
Furniture, Fixtures, Equipment, Catering Cargo Van and Signage <sup>(4), (14)</sup>	\$60,000	\$119,200-\$184,000	\$119,200-\$184,000	\$119,200-\$184,000	Lump Sum	As Incurred	Vendors/ Contractors
SUB-TOTAL (Construction)	\$113,000-\$117,000	<del>\$222,200</del> <del>\$331,100</del> <del>\$222,200</del> <del>\$331,000</del>	\$342,200-\$511,000	\$472,200-\$545,000			
Franchise Fee <sup>(1), (13)</sup>	\$25,000	\$25,000	\$25,000	\$25,000	Lump Sum	Execution of Franchise Agreement	Dickey's
Lease Deposits <sup>(14), (15)</sup>	\$6,000 - \$12,000	\$6,000 - \$12,000	\$6,000 - \$12,000	\$6,000 - \$12,000	Lump Sum	As Incurred	Landlord/ Utilities
Training <sup>(16)</sup>	\$5,000	\$5,000	\$5,000	\$5,000	Lump Sum	Upon Training Registration	Dickey's
ServSafe Training <sup>(18) (14)</sup>	\$1,110	\$1,110	\$1,110	\$1,110	As Arranged	As Arranged	ServSafe approved instructor

<b>YOUR ESTIMATED INITIAL INVESTMENT – 2 RESTAURANT DEVELOPMENT AGREEMENT</b>							
<b>TYPE OF EXPENDITURE</b>	<b>AMOUNT<sup>(19)</sup></b>				<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
	<b>NON-TRADITIONAL CONVERSION</b>	<b>RESTAURANT CONVERSION</b>	<b>RETAIL SPACE CONVERSION</b>	<b>SHELL BUILDING FINISH-OUT</b>			
Opening Inventory and Services <sup>(7), (14)</sup>	\$8,000 - \$16,000	\$8,000 - \$16,000	\$8,000 - \$16,000	\$8,000 - \$16,000	Lump Sum	Vendors' Terms/As Incurred	Vendors/ Dickey's
Additional Funds – 3 Months <sup>(8), (10), (14)</sup>	\$30,000 - \$68,000	\$30,000 - \$68,000	\$30,000 - \$68,000	\$30,000 - \$68,000	Cash	As Needed	Various Payees
Insurance <sup>(6), (14)</sup>	\$20,000 - \$24,000	\$20,000 - \$24,000	\$20,000 - \$24,000	\$20,000 - \$24,000	Annually	Annually	Insurance Agents
Restaurant Opening Promotion <sup>(9), (13)</sup>	\$16,000	\$16,000	\$16,000	\$16,000	Cash	60 Days Prior to Opening	Dickey's
Professional Fees <sup>(11), (14)</sup>	\$0 – \$3,000	\$0 – \$3,000	\$0 – \$3,000	\$0 – \$3,000	As Arranged	As Arranged	Vendors
Closing and Finance Costs <sup>(12), (14)</sup>	\$0 – \$40,000	\$0 – \$40,000	\$0 – \$40,000	\$0 – \$40,000	As Arranged	As Arranged	Lender
<b>SUB-TOTAL (Other Start-Up Expenses)</b>	<b>\$111,110 - \$210,110</b>	<b>\$111,110 - \$210,110</b>	<b>\$111,110 - \$210,110</b>	<b>\$111,110 - \$210,110</b>			
<b>TOTAL<sup>(17)</sup></b>	<b>\$224,110 - \$327,110</b>	<b>\$333,310 - \$541,210</b> <b>\$541,110</b>	<b>\$453,310 - \$721,110</b>	<b>\$583,310 - \$755,110</b>			

### **Footnotes:**

(1) See Item 5 for initial fee required for single units under a Franchise Agreement and multiple unit arrangements under a Development Agreement, and for circumstances when the Franchise Fee may be discounted and/or negotiated. Neither Dickey's nor any affiliate of Dickey's offers any financing for your Franchise Fee or any portion of your initial investment. Dickey's will be pleased to refer you to independent lenders who may finance some portion of your initial investment, but Dickey's makes no promises that any such financing will be available to you, and Dickey's does not guarantee any such loans to you.

(2) These amounts are estimated costs for acquiring and adapting Dickey's prototype plans for use in connection with each proposed Restaurant. The second table assumes that per-Restaurant costs double for the second unit.

(3) Dickey's requires that you lease the premises for a Restaurant. The amounts provided are based on a Restaurant within a shopping center, free-standing structure, or non-traditional setting containing the approximate footprint size for a Non-Traditional Conversion, Restaurant Conversion, Retail Space Conversion or Shell Building Finish-Out Restaurant, as applicable, described in footnote (19) below. Construction costs at the low end of this estimate assume previously finished out Non-Traditional or Restaurant Conversions in which a general contractor may not be required. Your costs may be lower if the landlord assumes the costs of converting and finishing out the space to Dickey's prototypical standards and specifications. Any such contribution by the landlord will likely, however, be factored into a

higher lease rental rate. These amounts are Dickey's best estimate based upon commercial leasing and remodeling/finish-out rates and conditions in the Dallas-Fort Worth, Texas metropolitan area and may vary substantially based upon local commercial leasing conditions, cost of utility deposits, and labor rates and conditions and the availability and prices of materials.

(4) These amounts include costs for tables, chairs, track lighting fixtures, cabinets and decor items required for a Restaurant, costs for the Aloha Point-of-Sale system and our proprietary Transactional Web Information Management System or a similar transaction reporting software application we designate, computer hardware and software, refrigeration and other kitchen equipment, hood and fire and ventilation system and stainless steel, a ~~catering-cargo~~ van (with Dickey's "wrap") and catering equipment, and a barbecue cooking system. These figures can vary substantially. Costs at the low end of this estimate assume existing useable furniture, fixtures and equipment with very few additional items to be purchased. Costs at the high end of this estimate assume that all furniture, fixtures, and equipment are purchased new. These figures are Dickey's best estimate based on current equipment costs and financing conditions in the Dallas-Fort Worth, Texas metropolitan area. Costs may vary substantially depending on geographic location, creditworthiness and financing arrangements. These amounts also include interior and exterior signage. The cost of signage may vary significantly depending on the location of the Restaurant, landlord and municipal requirements, and market conditions. The Day One Deposit referenced in Item 5 is applied to these costs.

(5) Permit fees will vary depending on location and on whether any applicable federal, state or municipal laws or regulations require the payment of occupational taxes for restaurants. Permit fees will be greater for any construction for the finish-out or renovation of the Restaurant and will likely take more time to obtain. Permit fees will also likely be higher if your Restaurant is required to serve alcoholic beverages. Any state income or franchise taxes required to be paid for corporate franchisees are not included.

(6) The costs of insurance may vary substantially depending on the insurer, the location of the Restaurant, the value of the equipment and improvements and your claims history. The cost does not include any premium for worker's compensation insurance, liquor liability, auto liability, or any non-subscription alternatives, and the amount of such premium will vary widely based upon state insurance markets, number of employees, and other factors.

(7) Dickey's estimates that the range given will be sufficient to cover food and paper inventory needs for the first week of operations when training and dry-runs of Restaurant services occur prior to the opening of the Restaurant to the general public. These amounts may vary according to your sales volume during the indicated period and according to local suppliers' terms.

(8) The amounts provided will be used by you to cover costs and expenses such as debt service, wages, rent and other occupancy costs, initial stocking of inventory, food stocks and supplies, and other operating expenses during the initial three months of operations. These amounts may vary depending upon your sales volume, your management skill, how closely you follow Dickey's methods and procedures, local economic conditions and wage rates, competition, your financing costs and upon other circumstances. These amounts are estimates, and Dickey's cannot guaranty that you will not have additional expenses starting the Restaurant.

(9) The amounts shown include costs and expenses of a new store opening promotion/initial marketing package for the Restaurant, for which you are required in the Franchise Agreement to pay to Dickey's \$8,000 to be spent by Dickey's, in its discretion, on your behalf in connection with your Restaurant opening promotion (including, to fund local advertising, marketing materials and promotional support during the first six months of the operation of your Restaurant). A full accounting of the sums spent by Dickey's in connection with your opening promotion will be provided. While Dickey's will exercise best efforts to spend the full \$8,000 in connection with your opening promotion, any remaining balance after the first six months of the operation of your Restaurant will be deposited into the Marketing Fund and applied by Dickey's using the procedures described below for the utilization of the proceeds of the Marketing Fund.

FRANCHISEE'S OBLIGATIONS			
Obligation	Disclosure Document Item	Article in Franchise Agreement	Article in Development Agreement
q. Owner/Operator's participation/management/staffing	Item 15	Articles 8 and 9	Articles 5, 8 and 9
r. Records and reports	Item 6	Articles 4, 5 and 13	Article 5
s. Inspections and audits	Items 6 and 11	Articles 3, 7, 8 and 13	None
t. Transfer	Item 17	Article 15	Articles 3, 6, 7, 5 and 9
u. Renewal	Item 17	Article 2	None.
v. Post-termination obligations	Item 17	Articles 17 and 18	Articles 4, 6 and 9
w. Non-competition covenants	Item 17	Article 18	Attachment B
x. Dispute resolution	Item 17	Article 27	Article 14

#### ITEM 10 FINANCING

Except as we disclose below, Dickey's does not offer direct or indirect financing. Upon request, Dickey's will refer you to independent lenders who may finance some portion of your initial investment. Dickey's makes no promises that any such financing will be available to you. Dickey's does not receive any consideration for placing financing with any lenders. Additionally, Dickey's does not guarantee your note, lease or any other obligation.

Dickey's offers periodic special equipment financing programs for new franchisees who are first time Dickey's franchisees and not affiliated with any current or former Dickey's franchise. If the new franchisee signs a Franchise Agreement or a Development Agreement and the Franchise Agreement for the first Restaurant to be developed under the Development Agreement by the date specified in the offer sheet, then Dickey's will purchase and deliver to the franchisee's restaurant a major equipment item such as a point of sale computer system, a smoker, exterior signage, or a vent hood having a retail price of not more than \$10,000. The participating franchisee will pay the costs of shipping, handling, installation and maintenance for the item. Dickey's will pay the purchase price on behalf of the franchisee. Dickey's will have a right of repurchase for the equipment for a price of \$10.00 that will lapse on the fifth anniversary of the opening date of the Restaurant. Dickey's does not provide any warranties on the equipment, which come solely from the manufacturer. Any transfer of the Restaurant must include Dickey's right to repurchase the equipment during the five year repurchase period. Dickey's will notify any secured creditors of the Restaurant about its repurchase right, and franchisee must obtain lien waivers from the landlord and any secured lender regarding the equipment subject to the repurchase right before it is installed. Dickey's reserves the right to withdraw, modify, condition, qualify or limit the special equipment financing program at any time.

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

Except as listed below, Dickey's is not required to provide you with any assistance.

##### Pre-Opening Obligations

the commencement of operations when the circumstances warranted such extensions.(Franchise Agreement - Articles 1, 3 and 7).

### **Obligations After Opening**

During your operation of the franchised business, Dickey's will:

Notify you of any additions, replacements or other changes regarding the menu items or pricing or products and services approved for sale by Dickey's. (Franchise Agreement - Article 8).

Provide on-site training, additional initial training programs for successor and replacement managers and Restaurant personnel, and other training programs and seminars as Dickey's deems appropriate from time to time. Dickey's will not provide any assistance in hiring any of your employees; however, all employees must meet Dickey's then-current standards and criteria for the applicable position and any applicable training requirements. For additional information, see Item 11, "Training". (Franchise Agreement - Articles 3 and 9).

Provide, as Dickey's deems appropriate, advice and written materials concerning techniques of managing and operating the Restaurant, including new developments and improvements in restaurant equipment, food products, packaging, and preparation. (Franchise Agreement - Article 3).

Provide you with guidelines on pricing policies. You have the right to sell your food products and merchandise and offer services at any prices you may determine, so long as you are in compliance with Dickey's general guidelines on pricing policies as set forth in the Manuals or otherwise in writing. Subject to applicable legal constraints, you must participate in and comply with all sales and promotional programs promulgated by Dickey's from time to time. (Franchise Agreement - Article 5).

Provide indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Proprietary Marks, if your conduct and the conduct of each person owning an equity interest in you with respect to such proceeding and use of the Proprietary Marks is in compliance with the terms of the Franchise Agreement. (Franchise Agreement - Article 10).

Loan to you, upon your request, subject to the approval of Dickey's and at such cost as Dickey's makes these materials available to other franchisees operating under the System, copies of any then-current training films and instructional videos and audio materials that may be from time to time developed and made available to franchisees by Dickey's. (Franchise Agreement - Article 3).

Conduct, in its discretion, meetings, seminars, and other related activities regarding the operation of Restaurants for franchisees generally, which you may attend. Except as approved by Dickey's, any costs incurred by you or Restaurant personnel in attending such events will be your responsibility. (Franchise Agreement - Article 3).

Provide ongoing operational assistance from time to time as Dickey's deems necessary, subject to the availability of appropriate Dickey's personnel. (Franchise Agreement - Article 3).

Inspect the Restaurant and evaluate the Restaurant's products and services at such times as Dickey's may deem advisable to maintain the high standards of quality, appearance and service of the System, in person or remotely by telephone where possible. (Franchise Agreement - Article 3).

Provide interim management of the Restaurant in the event of the death or permanent disability of your Owner/Operator, or any other person with a direct or indirect beneficial ownership interest in you if Dickey's determines, in its sole discretion, that such person had substantial control or supervision over the management of your Restaurant. Such interim management is provided by Dickey's at its option and Dickey's will charge a monthly management fee of five percent (5%) of Net Sales plus pass through costs and expenses. In addition, if Dickey's provides one of its employees as manager, you must pay Dickey's

the manager's then-current salary for the time of such interim management. (Franchise Agreement - Article 15).

Approve or disapprove of any advertising and promotional materials and programs you propose within 30 days after your submission of the materials and programs for approval. For additional information, see Item 11, "Advertising". (Franchise Agreement - Articles 3, 5 and 8).

Continue to furnish you with a list of approved vendors and/or specifications for certain products and services or notify you of any additions to or changes to the approved vendors and/or specifications. (Franchise Agreement - Articles 3, 7 and 8).

Provide additional or remedial training. For additional information, see Item 11, "Training". Dickey's will not provide any assistance in hiring any employees; however, all employees must meet Dickey's then-current standards and criteria for the applicable position and any applicable training requirements. (Franchise Agreement - Articles 3, 8 and 9).

Establish or modify a promotional gift card acceptance program for so long as Dickey's elects to do so. (Franchise Agreement - Article 5).

Assign to you a franchise business manager in Dickey's sole discretion to advise you as to any operational matters regarding your Restaurant as Dickey's may require. (Franchise Agreement - Article 8).

Establish or maintain a catering hotline in which you are required to participate subject to the policies, procedures, terms and conditions prescribed in the Manuals. By participating in the catering hotline, you will be required to offer certain standard catering options required by Dickey's from time to time. Dickey's reserves the right to discontinue or modify the catering hotline at any time.

Except as listed above, we do not have any obligation to provide you with assistance regarding (1) establishing and using administrative, bookkeeping, accounting or inventory control procedures or (2) resolving operating problems you may encounter.

### **Advertising**

Dickey's has no obligation to conduct advertising except through the Marketing Fund described below. Dickey's advertises nationally through its web site, and places most broadcast advertising in local and regional media placements. We may advertise nationally as our chain expands. We have an in-house advertising function that works with outside regional and national advertising agencies. We have no obligation to spend any amount on advertising in an area or territory where each franchisee is located.

You are required to carry out a Restaurant opening promotion for the opening of your Restaurant as we specify in the Manuals and as we otherwise require, to extend from the period beginning prior to the opening of your Restaurant through the first six months of operation. We must approve in advance any advertising and promotional campaigns you use for your Restaurant opening. You shall comply with the direct and local advertising and promotional campaign for Restaurant openings devised and adapted for you by Dickey's. We spend the \$8,000 payable to Dickey's for "Promotional and Pre-Opening Expenses" described in Item 7, in our discretion, on your behalf for your Restaurant opening promotion. We use this amount, in our discretion, to fund marketing materials, local advertising and promotional support for your Restaurant opening. We will provide to you at your request an accounting of how we spend these funds for your Restaurant opening promotion. While Dickey's will exercise commercially reasonable efforts to spend the full \$8,000 for your Restaurant opening promotion, any balance remaining six months after your Restaurant opening will be deposited into the Marketing Fund to be used as described below.



You will be required to build Dickey's brand awareness in your community through word of mouth, community marketing, in-store sampling, the offering of free dinner cards, etc. You are not required to expend any minimum amount on local advertising.

All advertising and promotion by you in any medium is required to be conducted in a dignified manner and is required to conform to the standards and requirements of Dickey's as set forth in the Manuals, the marketing catalog or otherwise. You may advertise in any medium other than over the internet, provided that you are required to obtain Dickey's approval of all advertising and promotional plans and materials prior to use if such plans and materials are not included in the Dickey's marketing catalog or have not been prepared by Dickey's or previously approved by Dickey's during the six months prior to their proposed use. You are required to submit such unapproved plans and materials to Dickey's. Dickey's has ~~15~~ 30 days from the date of receipt of these materials to approve or disapprove such plans and materials. You may not use unapproved plans or materials until they have been approved by Dickey's, and are required to promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Dickey's. (Franchise Agreement - Article 5).

Dickey's has established and intends to maintain a URL website, [www.dickeys.com](http://www.dickeys.com), promoting the System and identifying the location of franchise and company-owned Restaurants. You are required to authorize Dickey's to identify and promote your Restaurant on Dickey's website and further authorize Dickey's to modify its website from time to time and to conduct promotions on a system-wide basis, and you and your Restaurant will participate in all such promotions. You are prohibited from establishing or utilizing your own URL website to promote your Restaurant. (Franchise Agreement - Article 5).

*Advisory Council.* Dickey's has established the National Franchise Advertising and Advisory Council (the "Council") to advise franchisees on advertising policies. The Council is composed of franchisees and representatives of Dickey's. The initial Council members were appointed by Dickey's. Future Council members will be elected by franchisees in the Council member's region. The Council serves in an advisory capacity only and does not have operational or decision-making power. Dickey's has the power to dissolve or change the Council at any time without notice to you and may form other advisory councils.

*Cooperatives.* You may be required to participate in a local or regional advertising cooperative organized and approved by Dickey's, and composed of certain other franchisees located in the geographic area in which you are located. Membership in, and the coverage of, each advertising cooperative is defined geographically, typically based upon the metropolitan area in which the Restaurant is located. Not all areas will have a Dickey's-approved advertising cooperative. If you are required to participate in a Dickey's-approved advertising cooperative, a certain percentage of your Marketing Fund contribution may be applied towards advertising, marketing and promotions targeting the local or regional area comprising your advertising cooperative under a cooperative advertising agreement. The same percentage of each advertising cooperative member's sales revenue designated for advertising and marketing purposes under a franchise agreement with Dickey's will be applied towards such local or regional advertising, marketing and promotions. Advertising cooperatives are not required to prepare financial statements, but an accounting of the funds utilized by an advertising cooperative will be provided upon request by an advertising cooperative member. Each advertising cooperative is governed by the terms of an advertising cooperative agreement approved by Dickey's. Dickey's standard cooperative advertising agreement is available to you for review upon request. Advertising, marketing and promotional activities are based on a majority vote of the members of the advertising cooperative; however, Dickey's must approve all such activities and reserves the right to initiate any advertising, marketing and promotional activity on account of the advertising cooperative. Additionally, Dickey's administers the application of the funds designated for use by advertising cooperatives. Dickey's may terminate an advertising cooperative under each particular cooperative advertising agreement (typically by providing 30 days' prior written notice of its intent to terminate the advertising cooperative as of December 31 of the year the notice is given). Dickey's reserves the right to require advertising cooperatives to be formed, changed, dissolved or merged. Company-owned Restaurants are not required to participate in advertising cooperatives but may elect to do so. (Franchise Agreement - Article 5).

elsewhere, products and services, which may be similar to those offered by the Restaurants through alternative distribution channels, such as product and catalog sales, internet sales, grocery store sales, and other channels of distribution, under names and marks other than the Proprietary Marks. Neither Dickey's nor any of its affiliates currently plan to operate or franchise a business under a different mark which will offer goods or services similar to those offered under the System. Dickey's is not required to compensate you in any way for offering or selling in your Territory any of the products or services described in this paragraph.

Each franchisee may solicit and accept orders from customers, and deliver catering orders outside the Territory. Dickey's catering system prioritizes catering orders received by telephone or on Dickey's web site according to the distance between the delivery location and the nearest Restaurants. Franchisees may not use alternate distribution channels, such as product and catalog sales, grocery store sales, and other channels of distribution, to promote sales to customers outside of the Territory. All customer orders must be delivered on a ready to eat basis in the Restaurant for on-premises dining or take out, or by the Restaurant's catering cargo van or a third party local delivery service.

Under the Development Agreement, you must develop each of the first three Restaurants by the end of successive one year development periods. If you agree to develop more than three Restaurants, you must develop the fourth and each additional Restaurant within development periods of six months. When you develop a Restaurant in a Market, the Territory is modified to delete the Market and your territorial rights in the Market will be defined by the Exclusive Area under the Franchise Agreement for that Restaurant. The territorial rights granted to you under the Development Agreement are not dependent upon the achievement of a certain sales volume, market penetration or other contingency except as stated in the following paragraph. Also, except as stated in the following paragraph, there are no circumstances under which the Territory may be altered prior to the expiration or termination of the Development Agreement.

If you fail to timely open the minimum number of Restaurants in compliance with the development schedule as required in the Development Agreement or otherwise commit a material event of default under the Development Agreement as described in Item 17, Dickey's may, in addition to other remedies, terminate, modify or reduce the Territory granted to you. If you develop a Restaurant outside of your Territory, then Dickey's will modify the Territory granted to you in your Development Agreement by requiring you to release a Market in your Territory.

### ITEM 13 TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by or licensed to Dickey's, including the Mark (collectively, the "Proprietary Marks"), only in the manner authorized by Dickey's and only for the operation of the Restaurant at the location specified in the Franchise Agreement. The Development Agreement does not grant you any right to use or any interest in the Proprietary Marks.

The Proprietary Mark displayed on the cover page of this Disclosure Document, the principal commercial symbol which Dickey's will license to you, and the other Proprietary Mark listed below, are each owned by DBP and registered on the U.S. Patent and Trademark Office principal register as follows:

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
DICKEY'S BARBECUE PIT SINCE 1941 and Design	Registered 8 & 15 September 18, 2012 Principal Register Int'l Class: 43 First Use: August 27, 2004 Filed: June 9, 2005	(Int'l Class: 43) Restaurant, carry-out restaurant and catering services	Dickey's Barbecue Pit, Inc. (Texas Corp.) 4514 Cole Avenue Suite 1100 Dallas, Texas 75206



THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement  [Article in Franchise Agreement/ Article in Development Agreement]	Summary  [Items shown in plain bold-face text depict summary from Franchise Agreement / Items shown in italicized text depict summary from Development Agreement]
t. Integration/merger clause	Article 25/ Article 14	Only the terms of the Franchise Agreement are binding (subject to state law), except nothing in the Franchise Agreement disclaims the representations made in this Disclosure Document or its attachments and addenda. Any other promises may not be enforceable. <i>Only the terms of the Development Agreement are binding (subject to state law), except nothing in the Development Agreement disclaims the representations made in this Disclosure Document or its attachments or addenda. Any other promises may not be enforceable.</i>
u. Dispute resolution by arbitration or mediation	Article 26/ Article 14	<b>Except for certain claims, all disputes must be mediated and, if not resolved, arbitrated, in Texas unless contrary to applicable state law./</b> <i>Except for certain claims, all disputes must be mediated and, if not resolved, arbitrated, in Texas unless contrary to applicable state law.</i>
v. Choice of forum	Article 26/ Article 14	<b>Litigation must be in the state <u>district</u> courts of Collin County, Texas or the <u>federal district court U.S. District Court</u> for the Northern District of Texas, <u>Dallas Division</u> except as otherwise required by applicable state law./</b> <b>Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</b> <i>Litigation must be in the state <u>district</u> courts of Collin County, Texas or the <u>federal district court U.S. District Court</u> for the Northern District of Texas, <u>Dallas Division</u> except as otherwise required by applicable state law. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</i>
w. Choice of law	Article 26/ Article 14	<b>Texas law applies except as otherwise required by applicable state law./</b> <b>Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</b> <i>Texas law applies except as otherwise required by applicable state law. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States</i>

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

<b>TABLE NO. 1</b> <b>SYSTEM-WIDE OUTLET SUMMARY</b> <b>FOR YEARS 2011 TO 2013</b>				
<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2011	<u>409110</u>	<u>426144</u>	<u>+1734</u>
	2012	<u>433144</u>	<u>226222</u>	<u>+9278</u>
	2013	<u>226222</u>	<u>293289</u>	<u>+67</u>
Company-Owned	2011	<u>6</u>	<u>87</u>	<u>+21</u>
	2012	<u>87</u>	<u>78</u>	<u>-1</u>
	2013	<u>78</u>	<u>11</u>	<u>+43</u>
Total Outlets	2011	<u>445116</u>	<u>434151</u>	<u>+4935</u>
	2012	<u>444151</u>	<u>233230</u>	<u>+9379</u>
	2013	<u>233230</u>	<u>304300</u>	<u>+7170</u>

**NOTES:**

1. The figures above and in each subsequent table presented in this Item 20 are for the fiscal years June 1, 2010 – May 31, 2011, June 1, 2011 – May 31, 2012, and June 1, 2012 – May 31, 2013.
2. Unless otherwise indicated, the company-owned Restaurants listed above and in each subsequent table presented in this Item 20 are owned by DBP, RGI, and PTI.

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**TABLE NO. 2**  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN**  
**FRANCHISOR)**  
**FOR YEARS 2011 TO 2013**

State	Year	Number of Transfers
Arkansas	2011	1
	2012	0
	2013	2
Colorado	2011	0
	2012	1
	2013	3
Texas	2011	11
	2012	17
	2013	12
Missouri	2011	2
	2012	2
	2013	2
Florida	2011	2
	2012	1
	2013	1
Idaho	2011	0
	2012	1
	2013	1
Illinois	2011	0
	2012	1
	2013	1
Georgia	2011	0
	2012	0
	2013	1
North Carolina	2011	0
	2012	1
	2013	0
New York	2011	0
	2012	1
	2013	0
Wisconsin	2011	0
	2012	0
	2013	1
Washington	2011	0
	2012	1
	2013	0
Wyoming	2011	0
	2012	0
	2013	1
TOTAL	2011	16
	2012	26
	2013	25

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**TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR YEARS 2011 TO 2013**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
ALABAMA	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
ARKANSAS	2011	1	0	0	0	0	0	1
	2012	1	1	0	0	0	0	2
	2013	2	0	0	0	0	0	2
ARIZONA	2011	3	0	0	0	0	1	2
	2012	2	0	0	0	0	0	2
	2013	2	1	0	0	0	0	3
CALIFORNIA	2011	7	51	40	0	0	0	8
	2012	8	42	10	0	0	0	20
	2013	20	11	0	0	1	0	30
COLORADO	2011	4	1	0	0	0	0	5
	2012	5	2	0	0	0	0	7
	2013	7	4	0	0	0	0	11
CONNECTICUT	2011	0	0	0	0	0	0	0
	2012	0	4	0	0	0	0	4
	2013	4	4	0	0	0	0	2
FLORIDA	2011	2	30	30	0	0	0	2
	2012	2	2	0	0	0	0	4
	2013	4	5	0	0	1	0	8
GEORGIA	2011	2	42	0	0	0	0	34
	2012	34	4	0	0	0	0	78
	2013	78	43	0	0	0	0	11
IDAHO	2011	0	1	0	0	0	0	1
	2012	1	2	0	0	0	0	3
	2013	3	0	0	0	0	0	3
ILLINOIS	2011	0	21	0	0	0	20	0
	2012	0	32	0	0	0	0	3
	2013	3	0	0	0	0	1	2
IOWA	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1

**TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR YEARS 2011 TO 2013**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
INDIANA	2011	0	<u>32</u>	<u>40</u>	0	0	0	2
	2012	2	1	1	0	0	0	2
	2013	2	0	0	0	0	0	2
KANSAS	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
KENTUCKY	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	1	0
LOUISIANA	2011	0	<u>01</u>	0	0	0	0	<u>01</u>
	2012	<u>01</u>	<u>40</u>	0	0	0	0	1
	2013	1	1	0	0	0	1	1
MARYLAND	2011	1	<u>40</u>	<u>40</u>	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	2	0	0	0	0	3
MICHIGAN	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	1	0	0	0	0	2
MINNESOTA	2011	3	<u>45</u>	0	0	0	0	<u>78</u>
	2012	<u>78</u>	5	0	0	0	0	<u>1213</u>
	2013	<u>4213</u>	5	0	0	0	2	<u>4516</u>
MISSISSIPPI	2011	2	<u>32</u>	<u>40</u>	0	0	0	4
	2012	4	1	0	0	0	0	5
	2013	5	2	0	0	0	0	7
MISSOURI	2011	5	<u>21</u>	1	0	0	0	<u>65</u>
	2012	<u>65</u>	<u>42</u>	<u>40</u>	0	0	0	<u>67</u>
	2013	<u>67</u>	0	0	0	0	<u>01</u>	6
MONTANA	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	2	0	0	0	0	2
NEBRASKA	2011	0	0	0	0	0	0	0
	2012	0	3	0	0	0	0	3
	2013	3	2	0	0	0	0	5
NEVADA	2011	3	0	1	0	0	0	2
	2012	2	3	0	0	0	0	5

**TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR YEARS 2011 TO 2013**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2013	5	0	0	0	0	0	5
NEW MEXICO	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	1	0
NEW YORK	2011	<u>01</u>	<u>53</u>	<u>20</u>	0	0	<u>21</u>	<u>13</u>
	2012	<u>13</u>	<u>21</u>	0	0	0	<u>01</u>	3
	2013	3	2	0	0	0	1	4
NORTH CAROLINA	2011	2	<u>54</u>	0	0	0	0	<u>76</u>
	2012	<u>76</u>	<u>34</u>	0	0	0	0	10
	2013	10	4	0	0	0	0	14
NORTH DAKOTA	2011	0	0	0	0	0	0	0
	2012	<u>10</u>	<u>01</u>	0	0	0	0	1
	2013	1	1	0	0	0	0	2
OHIO	2011	<u>10</u>	<u>10</u>	<u>10</u>	0	0	0	<u>10</u>
	2012	<u>10</u>	2	<u>10</u>	0	0	0	2
	2013	2	0	0	0	0	0	2
OKLAHOMA	2011	<u>20</u>	<u>02</u>	0	0	0	0	2
	2012	2	3	0	0	0	0	5
	2013	5	0	0	0	0	0	5
OREGON	2011	0	<u>10</u>	0	0	0	<u>10</u>	0
	2012	0	1	0	0	0	0	1
	2013	1	0	<u>10</u>	0	0	<u>01</u>	0
PENNSYLVANIA	2011	1	<u>01</u>	0	0	0	0	<u>12</u>
	2012	<u>12</u>	<u>10</u>	0	0	0	0	2
	2013	2	1	0	0	0	0	3
SOUTH CAROLINA	2011	1	1	0	0	0	0	2
	2012	2	<u>01</u>	0	0	0	0	<u>23</u>
	2013	<u>23</u>	<u>10</u>	0	0	0	0	3
SOUTH DAKOTA	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	1	0	0
TENNESSEE	2011	1	0	<u>10</u>	0	0	<u>01</u>	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0



**TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR YEARS 2011 TO 2013**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
TEXAS	2011	6964	913	90	0	21	25	6571
	2012	6571	3015	10	0	0	0	9486
	2013	9486	1014	0	0	1	0	10399
UTAH	2011	0	43	0	0	0	10	3
	2012	3	5	0	0	0	0	8
	2013	8	810	0	0	0	0	1618
VIRGINIA	2011	02	10	0	0	0	0	02
	2012	02	1	0	0	0	0	13
	2013	13	32	0	0	0	01	4
WASHINGTON	2011	0	0	0	0	0	0	0
	2012	0	3	0	0	0	0	3
	2013	3	2	0	0	0	0	5
WISCONSIN	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
	2013	2	4	0	0	0	0	6
WEST VIRGINIA	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
WYOMING	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
TOTAL	2011	109110	5745	262	0	21	108	126144
	2012	133144	9781	41	0	01	01	226222
	2013	226222	7981	10	0	4	710	293289

**TABLE NO. 4  
STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2011 TO 2013**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Texas	2011	<u>56</u>	0	<u>21</u>	0	0	7
	2012	7	0	0	<u>40</u>	0	<u>67</u>
	2013	<u>67</u>	<u>40</u>	1	0	0	8
California	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	1	0	0	1
Colorado	2011	<u>40</u>	0	0	0	0	<u>40</u>
	2012	<u>40</u>	0	<u>01</u>	0	0	1
	2013	1	0	0	0	1	0
Florida	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	1	0	0	1
South Dakota	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	1	0	0	1
Total	2011	6	0	<u>21</u>	0	0	<u>87</u>
	2012	<u>87</u>	0	<u>01</u>	<u>40</u>	0	<u>78</u>
	2013	<u>78</u>	<u>40</u>	4	0	1	11

**TABLE NO. 5  
PROJECTED OPENINGS AS OF MAY 31, 2013**

<b>State</b>	<b>Franchise Agreement Signed But Outlet not Opened</b>	<b>Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Alabama	1	2	0
Alaska	0	2	0
Arkansas	4	3	0
Arizona	3	2	0
California	18	20	0
Colorado	8	8	0
Connecticut	1	2	0
Florida	3	4	0
Georgia	1	3	0
Idaho	3	1	0
Illinois	2	4	0
Indiana	3	2	0
Louisiana	40	2	0
Maine	0	0	0
Maryland	0	2	0
Massachusetts	0	1	0
Michigan	40	2	0
Minnesota	4	4	0
Mississippi	0	3	0
Missouri	2	2	0
Montana	0	1	0
Nebraska	2	2	0
Nevada	1	2	0
New Hampshire	0	0	0
New Jersey	0	1	0
New Mexico	2	1	0
New York	0	3	0
North Carolina	3	2	0
North Dakota	1	1	0
Oklahoma	1	2	0
Ohio	3	3	0
Oregon	2	3	0
Pennsylvania	50	42	0
Rhode Island	0	0	0
South Carolina	4	2	0
South Dakota	1	1	0
Tennessee	2	2	0
Texas	2019	18	1
Utah	6	3	0
Vermont	0	0	0
Virginia	5	3	0
Washington	7	5	0
West Virginia	3	2	0
Wisconsin	6	5	0
Wyoming	0	2	0
<b>Total</b>	<b>429121</b>	<b>437135</b>	<b>1</b>

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
<b>Alabama:</b>		
Deepali Pahuja (Raji Singh)	491 Camille Lane Tuscaloosa, Alabama 35405	(205) 454-8385
<b>Arkansas:</b>		
WDL, LLC	105 S. Dixieland Rd. Lowell, AR 72745	(479) 770-0123
Tracy, Terry & Marsha	1951 E. Hwy 412 Siloam Springs, AR 72761	(479) 238-1112
WDL, LLC	4204 W. Green Acres Rd. Ste. 140 Rogers, AR 72758	(479) 631-9999
<b>Arizona:</b>		
Arizona Barbecue, LLC	7337 E Shea Blvd, Scottsdale, AZ 85260	(480) 368-5569
Smokin' AZ, LLC	1914 S. Power Road, Mesa, Arizona 85206	(480) 358-7335
Forrest, Erik	7919 E. Thomas Rd. Ste. 111 Scottsdale, AZ 85251	(480) 685-4979
<b>California:</b>		
AbbeyHill Enterprises Inc.	701 Pleasant Grove Blvd., Ste. 150, Roseville, CA 95678	(916) 253-9235
Bagby, Christine	2212 South Bradley Road, Suite D-3, Santa Maria, CA 93454	(905) 825-6600
BBQ So Cal LLC	9670 Haven Ave, Rancho Cucamonga, CA 91730	(909) 477-4555
BBQ So Cal LLC	16391 Sierra Lakes Pkwy, Fontana, CA 92336	(909) 356-1295
Brothers Food Service, LLC	799 Foothill Blvd., Suite A, San Luis Obispo, CA 93405	(805) 996-0005
C4CE Inc.	1031 Cochrane Ave., Suite 100, Morgan Hill, CA 95037	(408) 778-8575
CooJoy LLC	1524 N. Vasco Rd., Livermore, CA 94551	(925) 606-4200
CooJoy LLC	6654 Koll Center Pkwy., Ste. 330, Pleasanton, CA 94566-3170	(925) 426-6800
Ed Phillips (CA Corporation)	77 North Main Street, Porterville, CA 93257	(559) 832-2227
Green, Chris & Mercedes	11971 Central Ave Ste A, Chino, CA 91710	(909) 902-1320
Restaurant Growth, Inc.	407 N. Pacific Coast Highway, Suite 102, Redondo Beach, CA 90277	(310) 379-0202
M&B Chuck Wagon, LLC	1402 Camden Ave., Campbell, CA 95008	(408) 915-5051
LPC Enterprises, Inc.	5391 Prospect Road, San Jose, CA 95129	(408) 725-1608
LPC Enterprises, Inc.	43321 Boscell Rd., Ste. P9-B, Fremont, CA 94538	(510) 687-1805

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Marsh-King, Dianne	2816 McHenry Avenue, Modesto, CA 95350	(209) 542-8505
Owens, Damon	5434 Ygnacio Valley Road, Concord, CA 94521	(925) 689-5525
Saucy Fingers, <u>Inc.</u>	9035 Reseda Blvd., Los Angeles, CA 91324	(818) 527-2271
Del Ventures, LLC	3191 D Crow Canyon Place, San Ramon, CA 94583	(925) 830-4227
Stephens, Amy	2634 Pleasant Hill Road, Pleasant Hill, CA 94523	(925) 271-9299
Wolcott, Richard Allen	12240 Industry Blvd. Ste. 74 Jackson, CA 95642	(818) 527-2271
Katzenbarger Interests	4630 Natomas Blvd. Ste. 130 Sacramento, CA 95835	(916) 378-4122
Katzenbarger Interests	5110 Laguna Blvd., Ste. 120 Elk Grove, CA 95758	(916) 546-4400
Polperro Group, Inc.	1016 Riley St. Ste. 4 Folsom, CA 95630	(916) 550-9525
McLaughlin, Jason	40315 Winchester Rd. Ste. D Temecula, CA 92591	(951) 296-5105
F&C Management and Consultant, Inc.	1212 El Camino Real, San Bruno CA, 94066	(650) 553-0015
Kao, Alice S.	570 N. Shoreline Blvd., Mountain View, CA 94043	(650) 933-4939
4 U SMC, Inc.	1379 S. Lower Sacramento Rd. Lodi, CA 95242	(209) 365-9021
<del>Aronson, Richard</del>	<del>3505 Coffee Rd. Bakersfield, CA 93308</del>	<del>(661) 589-4227</del>
Spittle, Steve	6100 Telegraph Rd. Ventura, CA 93003	(805) 212-4240
Owens, Damon	2500 Sand Creek Rd. Brentwood, CA 94513	(925) 240-8600
<del>Huerth, Stephen &amp; Laura</del>	<del>2435 Imperial Hwy. Unit E. Brea, CA 92821</del>	<del>(714) 529-3710</del>
<del>Lee, Andrew</del>	<del>2363 E. Colorado Blvd. Pasadena, CA 91107</del>	<del>(626) 993-2862</del>
<b>Colorado:</b>		
Bungalow Holdings, LLC	3140 S Wadsworth Blvd, Lakewood, CO 80227	(303) 989-1550
D.H. O'Hara, LLC	2331 23 <sup>rd</sup> Avenue, Greeley, CO 80634	(970) 330-7005
HMSHost USA LLC	14500 W Colfax FC11, Lakewood, CO 80401	(303) 215-7100
MML Restaurants Inc.	10230 E Arapahoe Rd, Centennial, CO 80112	(303) 792-2444
MML Restaurants Inc.	5350 S Santa Fe Dr, Littleton, CO 80120	(303) 893-2557
Big Barbecue Restaurant Group, Inc	459 S McCaslin Blvd, Louisville, CO 80027	(303) 604-0223
Rusnak, Robert & Barbara	1466 Garden of the Gods Rd. Ste. 160 Colorado Springs, CO 80907	(719) 623-4007

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Volf, Larry	8715 Sheridan Blvd. Westminster, CO 80003	(303) 847-0860
Delsas, Dennis	117th W. 4th St. Rifle, CO 81650	(970) 625-4227
Brenda & Rex Black and Schweers, III	2721 S. College Ave. Ft Collins, CO 80525	(970) 797-2610
<b>Connecticut:</b>		
Mark & Donna Ferrari, LLC	160 Rubber Ave. Naugatuck, CT 06770	(203) 729-2222
<u>George Haverly</u>	<u>4577 Main Street</u> <u>Bridgeport, CT 06606</u>	<u>(203) 690-1385</u>
<b>Florida:</b>		
C & R Family Enterprises Inc.	2653 Bruce B Downs Blvd., Ste 101, Wesley Chapel, FL 33025	(813) 406-4473
Feldman, Jason D.	11338 Miramar Parkway, Miramar, FL 33025	(954) 450-2810
Hughes, Stephanie	5414 Deep Lake Rd, Oviedo, FL 32765	(407) 571-9506
South Florida BBQ, Inc.	13499 US 41 SE Ft. Myers, FL 33907	(239) 673-8097
<del>Perry, Dennis</del>	<del>2525 W. International Speedway Blvd., Ste. 200 Daytona Beach, FL 32144</del>	<del>(386) 257-4227</del>
Lewis, John & Debra	8159 Woodville Hwy. Woodville, FL 32362	(850) 421-7427
Grumpy Munsta Pumpkin Corp.	9825 San Jose Blvd., Unit 28. Jacksonville, FL 32257	(904) 830-4554
Vu, Carol & Ertur, David	21073 Powerline Rd. Ste. 33 Boca Raton, FL 33433	(561) 288-3490
Grumpy Munsta Pumpkin Corp	2540 Commercial Dr. Starke, FL 32091	
<b>Georgia:</b>		
3 Guys BBQ, LLC	2131 Hog Mountain Rd, Watkinsville, GA 30677	(706) 705-1326
Georgia Restaurant Ventures, LLC	1109 U.S. Hwy 80 E., Unit E, Pooler, GA 31322	(912) 988-1286
Kuehl, Charles & Carla	460 Crosstown Road, Peachtree City, GA 30269	(678) 364-9573
Premier Group Properties LLC	13075 Hwy 9 N., Milton, GA 30004	(770) 664-2504
Premier Group Properties LLC	6631 Roswell Road, Suite 7, Atlanta, GA 30328	(404) 255-0017
Georgia Restaurant Ventures, LLC	13051 Abercorn St. Savannah, GA 31419	(912) 663-0215
Schoening, Randy	1610 Ridenour Blvd. Kennesaw, GA 30144	(770) 427-7655
4 Guys BBQ, LLC	810 Hawthorne Ave. Athens, GA 30606	(706) 850-7561

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Michals, Nicole & Aaron	415 Peachtree Pkwy. Ste. 255 Cumming, GA 30041	(678) 853-2410
Jayshawal, Ravi	3070 Windward Plaza. Ste. E. Alpharetta, GA 30005	(770) 655-7374
Kissell, Jonathan S.	6011 Watson Blvd., Ste. 380 Warner Robins, GA 31088	(478) 971-0163
<b>Idaho:</b>		
BND Retreat, LLC	2090 East 17 <sup>th</sup> Street, Idaho Falls, ID 83404	(208) 528-7427
G8 Enterprises, Inc.	1807 12 <sup>th</sup> Avenue Road, Nampa, ID 83681	(208) 461-0600
Hale, Lance L.	2845 Overland Road, Suite 190, Meridian, ID 83642-9435	(208) 884-8999
<b>Illinois:</b>		
Jensen, Bill	3419 Avenue of the Cities, Moline, IL 61265	(309) 797-1100
JTA Holdings, LLC	206 Danada Square, Wheaton, IL 60189	(630) 590-9518
<b>Indiana:</b>		
Lamarbis, LLC	6200 US Hwy, Route 6, Portage, IN 46368-5057	(219) 938-5486
PDQue Inc	713-B Indianapolis Blvd., Schereville, IN 46375-1798	(219) 322-9690
Midkiff, Gary	2310 LaPorte Ave. Valparaiso, IN 46383	(219) 246-2159
TD Restaurants, LLC	8359 Indianapolis Blvd. Highland, IN 46322	(219) 923-5776
<b>Iowa:</b>		
Emmert, Bradley D.	4706 Utica Ridge Rd, Davenport, IA 52807	(563) 344-4757
<b>Kansas:</b>		
A & A Industries LLC	7284 W 121 <sup>st</sup> St., Ste. 101, Overland Park, KS 66213	(913) 338-5902
WGW of Kansas Inc.	609 NW Us Hwy 24, Topeka, KS 66608	(785) 215-8215
<b>Louisiana:</b>		
Hill, Alexander	69292 Hwy 21 Ste. 300 Covington, LA 70433	985-871-2225
<b>Maryland:</b>		

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Baltimore BBQ LLC	1121 State Route 3 N, Gambrills, MD 21054	(410) 451-2328
Trouard, Justin	18056 Mateny Rd. Germantown, MD 20874	(240) 912-5111
Chorley Enterprises, Inc.	1700 Kingfisher Dr. Ste. 24 Frederick, MD 21701	(240) 651-5918
<b>Michigan:</b>		
KANDG Development Group, LLC	3672 Rochester Road, Troy, MI 48083	(248) 250-9263
Anicka, Peggy	4825 Carroll Lake Rd. Commerce Township, MI 48382	(248) 360-4055
<b>Minnesota:</b>		
DL Hlavac Enterprises, LLC	1000 Paul Bunyan Drive NW, Suite 100, Bemidji, MN 56601	(218) 444-6022
Eggerud Enterprises Inc	3090 Courthouse Lane, Suite 100, Eagan, MN 55121-1672	(651) 905-7725
Desai, Biren	13131 Riverdale Drive, Suite 100, Coon Rapids, MN 55448	(763) 427-0149
Eggerud, Tom	13250 Technology Drive, Eden Prairie, MN 55344	(952) 934-5126
Mueller, Dale & Sessions, Hal	1575 Queens Drive, Suite 202, Woodbury, MN 55125	(651) 739-1515
RMW Twins, LLC	5466 St. Croix Trail, North Branch, MN 55056	(651) 400-7947
Desai, Biren	250 E. Travelers Trail, Burnsville, MN 55337-4099	(952) 882-4651
Stuttgen, Daniel	14165 James Road, Rogers, MN 55374-9317	(763) 428-9834
Schlachter, Scott D.	8088 Old Carriage Court North, Shakopee, MN 55379-3156	(952) 233-7319
Edderud Enterprises, Inc.	3195 Vicksburg Lane, Plymouth, MN 55447-4755	(763) 746-0029
Brien, Desai	11631 Fountains Dr., Ste. 305, Maple Grove, MN 55369	(763) 416-2271
Stuttgen, Daniel	2956 W. Division St. Ste. 3 St. Cloud, MN 56301	(320) 257-7675
Bridget's of Marshall, Inc.	900 Clarice Ave. Marshall, MN 56258	(507) 401-2142
Schlachter, Scott D.	4000 County Rd. 42 Savage, MN 55378	(952) 388-0866
Bertino, Paul	501 Holly Ln. Mankato, MN 56001	(507) 625-4227
Dvorak, Joseph & Gregory R. Dvorak	214 Pioneer Trail Chaska, MN 55318	(952) 361-0199
<b>Mississippi:</b>		



LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
CH Development Inc	50 Cross Creek Pkwy, Hattiesburg, MS 39402	(601) 450-1710
Earley Enterprises, Inc.	268 Dogwood Blvd., Flowood, MS 39232	(601) 992-4200
L & B Ventures LLC	2159 Hwy. 15 N, Laurel, MS 39440-1836	(601) 428-5855
Queen City Food Services LLC	103 South Frontage Road, Ste. 200, Meridian, MS 39301-6136	(601) 483-3805
Earley Enterprises, Inc.	175 Grandview Blvd. Ste. 910 Madison, MS 39110	(601) 605-4025
L&B Ventures, LLC	1225 Hwy 42 Petal, MS 39465	(601) 602-3476
Queen City Food Services, LLC	200 Canal Place, Ste. 180 Philadelphia, MS 39350	(601) 656-5626
Lockett Ventures, LLC	3821 Promenade Pkwy, Ste. A D'Iberville, MS 39540	(228) 396-1819
<b>Missouri:</b>		
Chridan Enterprises, LLC	2540 Granite Rd., Lebanon, MO 65536	(417) 532-4227
D & L Ventures Inc	9000 N. Skyview Ave., Ste. 1600, Kansas City, MO 64154	(816) 505-3900
SREE, LLC	932 Meramec Station Rd Ste K, Valley Park, MO 63088	(636) 225-4227
Market Express Inc	1912 South Brentwood Blvd., St. Louis, MO 63144-1812	(314) 961-6699
Taylor, Scot G.	1360 Republic Road, Springfield, MO 65804	(417) 887-2227
Taylor, Scot G.	111 N. Massey Blvd., Nixa, MO 65714	(417) 724-1100
<b>Montana:</b>		
<u>Gibson, James</u>	<u>143 West Broadway Missoula, MT 59802</u>	<u>406-203-1557</u>
<u>Holeshot Services, LLC</u>	<u>2519 Montana Ave. Billings, MT 59101</u>	<u>406-9693909</u>
<b>Nebraska:</b>		
Carter, Robert	1226 P Street, Lincoln, NE 68508	(402) 447-7757
RCCochran, Inc.	222 West 42 <sup>nd</sup> Street, Kearney, NE 68847	(308) 234-4696
R&W BBQ, Inc.	2662 Cornhusker Ste. 9 Lincoln, NE 68521	(402) 423-0056
R&W BBQ, Inc.	1226 P. St. Ste. 101 Lincoln, NE 68508	(402) 423-2324
RCCochran, Inc.	217 E. Stolley Park Rd., Ste. I Grand Island, NE 68801	(308) 234-3444
<b>Nevada:</b>		
D and M Rib Team LLC	395 E Plumb Ln, Reno, NV 89502	(775) 324-7427

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
D and M Rib Team LLC	290 Lemon Drive, Suite 102, Reno, NV 89506	(775) 677-2089
D and M Rib Team LLC	1650 Robb Drive, Reno, NV 89523	(775) 787-1383
31 Hill Road LLC	3250 Retail Drive, Suite 100, Carson City, NV 89706	(775) 525-0555
JPQue LLC	7430 Las Vegas Blvd S Ste 110, Las Vegas, NV 89123	(702) 220-4227
<b>New York:</b>		
Sporn, Perry and Wolinsky, Scott	71 Smithfield Blvd., Plattsburgh, New York 12901	(518) 593-6179
DRG Holdings, LLC	22 Clifton Country Rd. Unit 47 Clifton Park, NY 12065	
DRG Holdings, LLC	756 Upper Glen St., Suite 8, Queensbury, NY 12804	(518) 798-7500
Allabarben Four, LLC	160 Clinton Ave. Cortland, NY 13045	(607) 222-8000
<b>North Carolina:</b>		
BF Foods, LLC	3103 E. Tenth Street, Greenville, NC 27858-4203	(252) 353-0190
Bridges, Ronald; Perez, Gloria	10564 S. US Highway 15/501, Southern Pines, NC 28387-5167	(910) 246-1511
E. L. Davis, Inc.	6552 Glenwood Avenue, Raleigh, NC 27612	(919) 436-3994
GMW Carolina Inc	200 Crossroads Blvd Ste 100, Cary, NC 27518	(919) 233-5801
GMW Carolina Inc	5318 New Hope Commons Dr Ste 210, Durham, NC 27707	(919) 419-1101
GMW Carolina Inc	170 East Davie Street, Raleigh, NC 27601	(919) 809-8830
GTC Development LLC	615 Jonestown Road, Winston-Salem, NC 27103-1206	(336) 790-3246
GTC Development LLC	5872 Samet Drive, Suites 133 & 135, High Point, NC 27265	(336) 905-7777
RBD Carolina LLC	1036 Lenoir Rhyne Blvd., Southeast, Hickory, NC 28802	(828) 855-9390
GTC Development, LLC	BB&T Ballpark 951 Ballpark Way Winston Salem, NC 27101	N/A
BF Foods, LLC	2001 Widewaters Pkwy Knightdale, NC 27545	(919) 266-7072
KECS, LLC	2278 Jefferson Hwy Sanford, NC 27330	(919) 775-1847
Pineville Partners, Inc.	1636 Henderson Rd. Asheville, NC 28803	(828) 227-5221
Evers, Brad	7841 Promenade Raleigh, NC 27617	(919) 908-1466
<b>North Dakota:</b>		

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
<u>Deraney, Susan &amp; Jaimie</u>	<u>3402 13<sup>th</sup> Ave. S. Ste. A Fargo, ND 58103</u>	701-232-1040
<u>Van Pelt, Jami</u>	<u>623 S. Washington St. Grand Forks, ND 58201</u>	701-757-3111
<b>Ohio:</b>		
Bridges, William	820 Sunbury Road, Delaware, OH 43015	(740) 363-2400
Salem, Anthony	960 North Court Street, Medina, OH 44256	(330) 723-2300
<b>Oklahoma:</b>		
Park Enterprises LLC	115 SE 12 <sup>th</sup> Street #110, Norman, OK 73071	(405) 321-7427
Pinnacle Restaurants, LLC	6044 S. Yale Ave., Tulsa, OK 74135-7412	(918) 551-6500
Pinnacle Restaurants, LLC	820 North Aspen, Broken Arrow, OK 74012	(928) 208-0777
Slow Smoked Enterprises, LLC	408 South Air Depot Midwest City, OK 73110	(405) 732-9300
Patrox Enterprises, LLC	6300 NW 63 <sup>rd</sup> St Ste. 500 Oklahoma City, OK 73116	(405) 848-4200
<b>Pennsylvania:</b>		
Summit Barbecue LLC	3221 Schoenersville Rd, Bethlehem, PA 18017	(610) 625-2200
T & T Enterprises, LLC	1042 Mill Creek Road, Allentown, PA 18106	(610) 366-7484
D&M Restaurants, LLC	301 N. Lewis Rd. Store 110 Limerick, PA 19468	(484) 791-3452
<b>South Carolina:</b>		
Verdana Investments LLC	6001 Wade Hampton Blvd, Taylors, SC 29687	(864) 848-0004
Verdana Investments LLC	13921 Asheville Highway, Gramling, SC 29348	(864) 472-2424
D, Brown Ventures, Inc.	10136 Top Notch Rd. Ste. 100-B Columbia, SC 29229	(803) 699-0727
<b>South Dakota:</b>		
<u>Restaurant Growth, Inc.</u>	<u>1565 Haines Avenue, Rapid City, SD 57702</u>	<u>(605) 791-5400</u>
<b>Texas:</b>		
AAN United Fortune, Inc./Magic Food USA, Inc.	3505 South Street, Nacogdoches, TX 75964	(936) 559-5461

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Addison's Best BBQ Inc.	14999 Preston Rd Ste 100C, Dallas, TX 75254	(972) 661-2006
Addison's Best BBQ Inc.	3711 Beltline Rd., Addison, TX 75001	(972) 241-1800
Afzal, Muhammad	3320 Long Prairie, Flower Mound, TX 75022	(972) 691-0197
Afzal, Muhammad	3220 E Hebron Pkwy, Carrollton, TX 75010	(972) 307-1100
Almeda Barbecue LLC	1224 N Hwy 377 Ste 221, Roanoke, TX 76262	(817) 491-3100
Arterburn Brothers LP	2324 McKinney Ave, Dallas, TX 75201	(214) 703-2591
Arterburn Brothers LP	5745 SH 121, The Colony, TX 75056	(214) 703-2702
Asia Modern LLC	5330 N Macarthur Blvd Ste 168, Irving, TX 75038	(972) 580-1917
Asia Modern LLC	3254 Irving Blvd, Dallas, TX 75247	(214) 638-5123
Bar-B-Q Pit Stop No 1 LLC	10700 Kuykendahl Rd Ste A, The Woodlands, TX 77381	(281) 298-8422
BCF Enterprises Inc	1301 Century Way, Wylie, TX 75098	(972) 429-8525
Bhatty, Sal	661 Louis Henna Blvd., Suite 330, Round Rock, Texas 78664	(630) 670-1354
Brazos East Enterprises LLC	2750 South Preston Road, Celina, TX 75009	(972) 347-4788
Buffalo Partners Ltd	2710 W Commerce, Buffalo, TX 75831	(903) 322-6666
Carpenter, Dwain	5001 US Highway 227 S, Abilene, TX 79605	(325) 695-0047
Conrado Enterprises Inc	2469 Dalworth St., Grand Prairie, TX 75050	(972) 641-9044
CRL Enterprises LLC/Brodie LLC	<del>5350 Burnet Road, Suite 1, Austin, TX 78756-2006</del>	<del>(512) 892-2283</del>
CRL Enterprises LLC/Brodie LLC	5207 Brodie Ste. 115, Sunset Valley, TX 78745	(512) 892-2283
380 Crossroad Inc.	2401 Hwy 380, Crossroads, TX 76227	(940) 440-0514
Curtis, Ryan	951 North Beach Street, Fort Worth, TX 76111	(682) 647-0222
Curtis, Ryan	251 Southwest Wilshire Blvd., Ste 126, Burleson, TX 76028-4700	(817) 295-2006
Curtis, Ryan	6219 Oakmont Blvd., Fort Worth, TX 76132	(817) 346-0110
Dickey's Barbecue Pits Inc.	<del>4610 Central Expy, Dallas, TX 75206</del>	<del>(214) 370-4550</del>
Dickey's Barbecue Pits Inc.	1211 14th St, Plano, TX 75074	(972) 423-9960
Dickey's Barbecue Pits Inc.	7770 Forest Ln, Dallas, TX 75230	(214) 691-1494
Dickey's Barbecue Pits Inc.	1441 Coit Rd Ste A, Plano, TX 75075	(972) 867-2901
Do, Peter	6531 FM 78, Suite 102, San Antonio, TX 78244	(210) 560-3227

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Dutch, John	7316 Louetta Road, Spring, TX 77379	(281) 251-2809
Fatted Calf Holdings LLC	1911 Taylor Street, Ste A, Houston, TX 77007-3950	(832) 673-0077
<del>Farooq, Rao Umar</del>	<del>4001 South Medford Drive, Suite 100, Lufkin, Texas 75901</del>	<del>(936) 632-0227</del>
The Fort Worth Zoological Association	1989 Colonial Pkwy, Fort Worth, TX 76110	(817) 759-7500
Grace BBQ Ventures, Inc.	2912 N. Beltline Road, Irving, TX 75062	(972) 255-0033
Gruene Barbecue Unlimited LLC	5695 Kyle Parkway, Suite 100, Kyle, TX 78640	(512) 268-3200
Haskell Restaurant Group LLC	5210 W Wadley Ave, Midland, TX 79707	(432) 689-4500
Hersai USA LLC	6011 FM 1488 Rd., Ste. A, Magnolia, TX 77354	(281) 259-5619
Hill, Kent	1511 Justin Road Suite 118A, Lewisville, Texas 75077	(972) 317-3400
Jai Ambedurga, LLC	717 Hebron Parkway, Suite 130, Lewisville, TX 75067	(214) 914-5414
Jai Ambedurga LLC	1001 N I-35 E Ste. 116A, Desoto, TX 75115	(469) 567-8341
JLB Barbecue LLC	501 N Industrial Blvd Ste. 100, Bedford, TX 76021	(817) 354-5551
JLB Barbecue LLC	5412 Blue Mound Road, Fort Worth, TX 76106-1942	(817) 289-0030
Johnson, Scotty	701 N. Main, Seminole, Texas 79360	(432) 209-0154
Joni, LLC	1418 North Loop 336 West, Conroe, TX 77304	(936) 539-2560
Judge Corporation	120 E. Highway 80, Forney, TX 75160	(972) 564-5577
<del>Kotufa Enterprises, LLC</del>	<del>401 W Whitestone Blvd Ste. C100, Cedar Park, TX 78613</del>	<del>(512) 250-1495</del>
Kotufa Enterprises LLC	7247 Bandera Rd, San Antonio, TX 78238	(210) 543-9700
Kotufa Enterprises LLC	3107 TPC Pkwy Ste. 106, San Antonio, TX 78259	(210) 497-1177
Kotufa Enterprises LLC	834 NW Loop 410 Ste. 105, San Antonio, TX 78216	(210) 979-7733
Kress Childs, LLC	696 Highway 71 West, Bastrop, TX 78602	(512) 772-4131
Kwon Enterprises	2445 W Northwest Hwy Ste. 106, Dallas, TX 75220	(214) 350-3095
M & J BBQ Restaurants LLC	1109 Bay Area Blvd., Houston, TX 77058-2559	(281) 286-7427
Modern Pyramids Inc.	1700 Dalrock Road, Rowlett, TX 75088-5501	(469) 368-0093
New, Guy	5701 Liberty Grove Road, Suite 110, Rowlett, TX 75089	(972) 412-0667
Ortiz, Luis	2521 East US Expressway, Suite 100, Mission, TX 78572	(956) 682-6077

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Plutus Partners LLC	Eldorado Parkway at Fm 423, Suite 100, Little Elm, TX 75068	(469) 362-6776
Preston 5 BBQ Inc. (Dale Smith)	4032 Preston Rd, Plano, TX 75093	(972) 398-3030
Preston 5 BBQ Inc. (Dale Smith)	1150 N Plano Rd, Richardson, TX 75081	(972) 907-8494
Preston 5 BBQ Inc. (Dale Smith)	405 S Central Expy, Allen, TX 75013	(214) 495-8877
Preston 5 BBQ Inc. (Dale Smith)	3721 S I-35 E, Denton, TX 76210	(940) 566-5290
Preston 5 BBQ Inc (Dale Smith)	8628 Hwy 121, McKinney, TX 75070	(972) 727-1300
Pride Ventures, LLC	11824 FM 2305, Belton, TX 75613	(254) 780-9900
The Promize Barbecue LLC	642 Uptown Blvd, Cedar Hill, TX 75034	(972) 291-3060
<del>Quiroga, Heriberto</del>	<del>1201 South Jackson Road, Suite 9, Pharr, TX 78577-6859</del>	<del>(956) 631-2012</del>
Renaissance Advantage Group LLC	3700 Gus Thomasson, Mesquite, TX 75150	(972) 686-6822
<del>Restaurant Growth Inc.</del>	<del>2525 Wycliff Ave., Ste. 130, Dallas, TX 75219-2551</del>	<del>(214) 780-0999</del>
<del>Restaurant Growth Inc.</del>	<del>600 N Central Expy, McKinney, TX 75070</del>	<del>(972) 540-5340</del>
Rosario Enterprises Inc.	1201 Elm St., Ste. FC4, Dallas, TX 75270	(214) 760-2400
Shallow Creek Restaurant	2919 Forest Lane, Dallas, TX 75234	(972) 247-1534
Sidsam Inc.	801 S Denton Tap Rd, Coppell, TX 75019	(972) 393-7800
Sidsam Inc.	5530 S Cooper, Arlington, TX 76017	(817) 468-0898
Sidsam Inc.	1009 N Hwy 77, Waxahachie, TX 75165	(972) 937-3030
<u>Alexis Properties, LLC</u>	<u>5036 Exposition Way</u> <u>Keller, Texas 76248</u>	<u>(817) 456-8950</u>
Simone-Jones LLC	2297 Earl Rudder Fwy, College Station, TX 77840	(979) 696-5400
<u>Esquivel, Marcos</u>	<u>723 West University Ave.</u> <u>Georgetown, TX 78626</u>	<u>(512) 355-7696</u>
<u>Ables, Shane</u>	<u>1630 Valwood Pkwy.</u> <u>Carrollton, TX 75006</u>	<u>(972) 280-9191</u>
<u>Magic Food USA, Inc.</u>	<u>13000 Seagoville Rd.</u> <u>Balch Spring, TX 75180</u>	<u>(972) 286-2358</u>
Smoke and Fire Inc.	5412 Slide Rd Ste. 100, Lubbock, TX 79414	(806) 791-5300
<u>Mason, Kristin</u>	<u>28155 Tomball Parkway, #2</u> <u>Tomball, Texas 77375</u>	<u>(281) 255-2775</u>
Smoke and Fire Inc.	5217 98 <sup>th</sup> St., Ste. 900, Lubbock, TX 79424	(806) 698-1798
SNI Food Inc.	9004 Garland Rd, Dallas, TX 75218	(214) 321-7018
Snyder Dickey's BBQ LLC	4509 College Avenue, Snyder, TX 79549-6012	(325) 436-0225
<del>Restaurant Growth, Inc.</del>	<del>DFW Airport, Terminal A, Gate 19,</del>	<del>(972) 574-3798</del>

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
	Dallas, TX 75261	
Restaurant Growth, Inc.	DFW Airport, Terminal C, Gate 6, Dallas, TX 75261	(972) 574-3857
Restaurant Growth, Inc.	DFW Airport, Terminal E, Gate 12, Dallas, TX 75261	(972) 574-3867
Summit Restaurants LP	1801 Ballpark Way, Arlington, TX 76006	(817) 261-6600
Summit Restaurants LP	711 Keller Pkwy, Keller, TX 76248	(817) 741-7676
Summit Restaurants LP	451 University Drive, Fort Worth, TX 76107	(817) 231-8813
Texas Prime Cuts, LLC	4520 Sherwood Way, Ste. 109, San Angelo, TX 76901	(325) 949-4271
TDG Restaurant Group LLC	2951 Ridge Rd Ste. 119, Rockwall, TX 75032	(972) 771-7205
Thomason, Laura	601-C St. Hwy. 75 N, Huntsville, TX 77320	(936) 295-8700
TLC Restaurants LLC	1858 Precinct Line Rd, Hurst, TX 76054	(817) 656-0200
VH Express Inc.	1413 West Buckingham Road, Garland, TX 75042	(972) 530-3137
Vahala, Mark	7070 Preston Road, Frisco, TX 75034	(972) 377-7679
Vahala, Mark	6841 Warren Parkway, Suite 205, Frisco, TX 75034	(214) 705-9120
W Douglass Distributing Ltd.	529 W. Lamar Street, Sherman, TX 75090	(903) 870-2083
Wagner, Stephen	6838 Westheimer, Houston, TX 77057	(713) 278-0435
WRAB LLC	260 N Kimball Ave, Southlake, TX 76092	(817) 442-5700
Yi, Chris	726 N Harwood, Dallas, TX 75201	(214) 740-1661
Zeal Group, LLC	3911 Lawrence Road, Suite 600	(940) 692-4227
Restaurant Growth, Inc.	8006 Cedar Springs Rd. Ste. C2100 Dallas, TX 75235	(214) 358-7277
Wisdom, Alan & Nikki	512 S. College Ave. Levelland, TX 79336	(806) 568-7675
Krayberg, LLC	9759 FM 1960 Bypass Rd. W. Humble, TX 77338	(281) 809-0136
Carnerio, Roydon	390 Mason Rd. Katy, TX 77450	(281) 347-3097
Owens, Wallace	3710 S. Carrier Pkwy. Grand Prairie, TX 75052	(972) 318-9659
Monroe Restaurant, LLC	3807 E. Broad St. Mansfield, TX 76063	(817) 717-7295
The Promize Barbecue, LLC	106 E. Hwy 67 Duncanville, TX 75137	(972) 584-9099
Ommaaz BBQ, LLC	2626 N. Josey Ln. Ste. 112 Carrollton, TX 75007	(972) 446-2700
TME BBQ, LLC	1614 Louetta Rd. Spring, TX 77388	(281) 907-6000

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Bonham, Matthew	4001 S. Medford Ste. 300 Lufkin, TX 75901	(936) 238-3708
JPR Ventures, LLC	4475 Alder Dr. Ste. 106 Dallas, TX 75211	(214) 331-8088
Freeman, Thomas	881 Junction Hwy, Kerrville, TX 78028	(830) 729-0757
Huml BBQ, LLC	1501 WSW Loop 323 Tyler, TX 75701	(903) 543-7073
Bawani, Aftab	6383 Westheimer Rd. Houston, TX 77057	(713) 781-7700
<del>Allen, Daniel L.</del>	<del>501 E. Princeton Dr. Princeton, TX 75407</del>	<del>(972) 984-7406</del>
<del>Ommaaz BBQ, LLC</del>	<del>2951 Ridge Rd. Ste. 119 Rockwall, TX 75082</del>	<del>(972) 722-7776</del>
Patel, Kalpesh	807 S. Central Expwy 75 Ste. 300, Anna, TX 75409	(214) 935-1711
<b>Utah:</b>		
Finger Lickin' Brands LLC	1385 State Street, Orem, UT 84097-8012	(801) 898-7600
Finger Lickin' Brands LLC	599 West Pacific Drive, American Fork, UT 84003-1695	(801) 492-0400
Finger Lickin' Brands LLC	2592 South 5600 West #103, West Valley, UT 84120	(801) 969-6600
<del>Finger Lickin' Brands LLC</del>	<del>1846 South 335 West, Suite A, Salt Lake City, UT 84115</del>	<del>(801) 467-6984</del>
Galli Adventures and Event Planning LLC	595 South Main Street, Heber City, UT 84032	(435) 657-2276
Huang, Jason	138000 S. Gangarter Hwy., Draper, UT 84020	(801) 803-6866
Huang, Jason	5578 South Redwood Road, Suite D, Taylorsville, UT 84123	(801) 803-6848
Jensen, Mel and Bonnie	2610 S. Pioneer Drive, St. George, UT 84790-7442	(435) 674-1206
Finger Lickin' Brands, LLC	1830 South 335 W. Ste. A Salt Lake City, UT 84115	(801) 467-6984
Finger Lickin' Brands, LLC	689 W. South Jordan Pkwy South Jordan, UT 84095	(801) 446-4556
Huang, Jason	7742 Campus Dr. Ste. 130 Bldg. B West Jordan, UT 84084	(801) 921-4106
Bungalow Holdings, LLC	2085 W. Hwy 40 Vernal, UT 84078	(435) 789-9227
Bungalow Holdings, LLC	185 W. 12 <sup>th</sup> St. Ste. D&E, Ogden, UT 84404	(801) 627-8027
Bungalow Holdings, LLC	9228 S. Village Shop Dr. Sandy, UT 84094	(801) 255-5536
<del>Jensen, Mel &amp; Bonnie</del>	<del>755 W. Telegraph St. Washington, UT 84780</del>	<del>(435) 986-1107</del>
Finger Lickin' Brands	2056 N. Hill Field Rd. Layton, UT 84041	(801) 825-1059
<del>Finger Lickin' Brands</del>	<del>290 N. Central Ave. Farmington, UT 84025</del>	<del>(801) 939-3030</del>



LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Tiffany, Brady R.	1190 S. Sage Dr. Ste. D&E Cedar City, UT 84720	(435) 865-2716
<u>Finger Lickin' Brands, LLC</u>	<u>290 North Central Avenue</u> <u>Farmington, UT 84025</u>	<u>(801) 939-3030</u>
<u>Finger Lickin' Brands, LLC</u>	<u>1082 East Fort Union Blvd, Ste 23</u> <u>Midvale, Utah 84047</u>	<u>(801) 561-3227</u>
<u>Jensen, Mel and Bonnie</u>	<u>855 West Telegraph St</u> <u>Washington, UT 84780</u>	<u>(435) 986-1107</u>
<b>Virginia:</b>		
Henshaw, Terry	9809 West Broad Street, Glen Allen, VA 23060	(804) 527-1318
<del>Premier Group Properties LLC</del>	<del>1555 Meadowview Drive, Danville,</del> <del>VA 24541-7333</del>	<del>(434) 685-3446</del>
Abbit, Charles W.	4017 Wards Road, Lynchburg, VA 24502-2943	(434) 237-8465
Messner, Maricela	2524 S. Pleasant Valley Rd. Winchester, VA 22601	(540) 665-1000
Henshaw, Terry	7037 Forest Hill Ave. Richmond, VA 23225	(804) 323-1318
<b>Washington:</b>		
C&D BBQ Foods LLC	8082 Guide Meridian Road, Ste 103, Lynden, WA 98264	(360) 656-5861
South Sound Barbecue, LLC	1118 Supermail Way Southwest, Suite 105, Auburn, WA 98001	(253) 333-2991
Freshe Fusion LLC	21109 Highway 410, Suite G4A, Bonney Lake, WA 98390	(253) 381-7747
Young, Gina F.	1001 Cooper Point Rd. SW. Ste. 175 Olympia, WA 98502	(360) 705-1600
Advanced Property Solutions, LLC	12628 N. Division St. Spokane, WA 99218	(509) 465-9999
<del>Forest, Sarah L.</del>	<del>5704 E. Sammamish Pkwy. SE</del> <del>#103 Issaquah, WA 98029</del>	<del>(425) 296-1425</del>
<b>Wisconsin:</b>		
Ziegler, Nick	4833 Annamark Drive, Suite 200, Madison, WI 53704	(608) 249-4205
Pekol, Daniel	311 E. Clairmont Ave., Eau Claire, WI 54701	(715) 830-9790
Pecor, Aaron	895 Lombardi Ave. Green Bay, WI 54304	(920) 884-2800
Stuttgen, Daniel	1320 N. Broadway Menomonie, WI 54751	(715) 231-3227
Zimmerman, William	11880 74 <sup>th</sup> Place. Kenosha, WI 53142	(262) 287-9889
Ries, Phillip	2111 Stewart Ave. Wausau, WI 54401	(715) 803-8585
<b>West Virginia:</b>		

LIST OF CURRENT OUTLETS AS OF MAY 31, 2013		
Franchisee	Address of Outlet	Telephone No. of Outlet
Reeves, Stephanie A.	1002 N. Eisenhower Dr. Beckley, WV 25801	(304) 252-7675
<del>Reeves, Stephanie A.</del>	<del>837 Robert C. Byrd Dr. Sophia, WV 29521</del>	<del>(304) 603-4742</del>
<b>Wyoming:</b>		
Frankie B, LLC	76 Gateway Blvd., Rock Springs, WY 82901-5709	(307) 382-7427

**LIST OF FRANCHISEES WITH TERMINATED, CANCELLED OR NON-RENEWED OUTLETS,  
WHO CEASED TO DO BUSINESS OR HAVE NOT RECENTLY COMMUNICATED WITH DICKEY'S  
AS OF MAY 31, 2013**

<b>Franchisee</b>	<b>City</b>	<b>State</b>	<b>Current Business Telephone No. or Alternative Contact Information</b>
Warren, Corey A.	Tallahassee	FL	(850) 251-2422
Quiroga, Roberto	Mission	TX	(972) 292-8829
Mathieu, Jason Joseph	Las Cruces	NM	(575) 590-7775
Farooq, Rao U.	Spring	TX	(713) 829-6064
Cassaras, Charles	Mahopac	NY	(914) 760-5779
Rigney, David & Eva	Columbia	KY	(270) 384-4538
Houma BBQ, LLC	Houma	LA	(985) 865-0845
Robinson, Gijon	Houston	TX	(832) 508-3558
Cameron, Mike	Gresham	OR	(208) 695-5531
Wells, David	Springfield	MO	(417) 753-8000
Bak, Joseph	Oaklawn	IL	(708) 712-4732
Tellis, Tina	Las Vegas	NV	(702) 290-0727
Tonawanda BBQ, LLC	Livonia	NY	(585) 259-2842
Wilson, Matthew B.	Frisco	TX	(972) 754-1478
Cramer, Patrick D.	Andover	MN	(612) 799-4692
L&B BBQ, LLC	Augusta	ME	(207) 691-0568
Berry, Heather	Sheridan	WY	(307) 431-8023
Selman, Samuel K.	Laredo	TX	(956) 285-4534
Lundell Capital, LLC	Minneapolis	MN	(952) 943-3908
Polperro Group, Inc.	Roseville	CA	(916) 225-3541
C&D Foods, LLC	Bellingham	WA	(360) 393-2181
Cattle Corner Restaurants, LLC	Groves	TX	(409) 718-6811
Nehdar, Kirk	Fairview	TX	(972) 632-7427
McCullough, Denvell Jr.	Ruston	LA	(337) 499-3071
Kwon, Sam	Carrollton	TX	(469) 831-8282
Shanahan, Tony & Jessica	Guthrie	OK	(405) 293-8414
Hughes, Danny R.	Galveston	TX	(409) 370-4559
Patel, Minaxi	Allen	TX	(732) 261-5702
Kerker, Eric M.	Canyon Lake	CA	(760) 717-8151

**NOTES:**

- The above table lists information for each franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recent completed fiscal year, or who have not communicated with Dickey's within 10 weeks of the issuance date of this disclosure document.
- IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

INFORMATION REGARDING PREVIOUSLY-OWNED FRANCHISED OUTLETS UNDER FRANCHISOR'S CONTROL AND AVAILABLE FOR PURCHASE AS OF MAY 31, 2013						
Franchisee	City	State	Current Business Tel. No. / Last Known Home Tel. No.	Time Period When Previous Franchisee Controlled Outlet	Reason For Change in Ownership	Time Period When Franchisor Retained Control of Outlet
Holway, Lee	Rapid City	SD	(605) 341- 6311	5/7/2010 - 12/10/12	Voluntary transfer	12/10/12
Hart, Charyl	Hermosa Beach	CA	(310) 770- 7070	12/11/11 - 5/8/13	Voluntary transfer	5/8/13
Coleman, Craig	<del>Orange City</del> Daytona Beach	FL	(321) 615- 0543	7/20/11 - 1/3/13	Voluntary transfer	1/3/13

**NOTES:**

1. The above information for each outlet listed is for the time period constituting Dickey's last five fiscal years.

~~1.2.2.~~ RGI obtained control of each outlet listed above.

During the last three fiscal years, Dickey's franchisees have signed confidentiality clauses. In some instances current and former franchisees sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the System known to Dickey's. See Item 11 for a description of the Advisory Council created by Dickey's.

**ITEM 21  
FINANCIAL STATEMENTS**

The following audited financial statements are attached to this Disclosure Document as **Exhibit J**:

1. Audited balance sheet of Dickey's as of May 31, 2013, and related statement of operations, shareholders' equity and cash flows for the year then ended.
2. Audited balance sheet of Dickey's as of May 31, 2012, and related statement of operations, shareholders' equity and cash flows for the year then ended.
3. Audited balance sheet of Dickey's as of May 31, 2011, and related statement of operations, shareholders' equity and cash flows for the year then ended.

We also include our unaudited balance sheet as of ~~September~~ November 30, 2013 and related statement of operations ~~for the period from June 1, 2013 through September~~ for the period from June 1, 2013 through November 30, 2013.

**EXHIBIT A**  
**FRANCHISE AGREEMENT**

Ex. A

Payment of royalty fees or Marketing Fund contributions to Dickey's by check or in any other manner may be made only upon the express written consent of Dickey's.

**4.5 LATE PAYMENTS.** If any payment or fee due under this Agreement is not paid by you when the payment or fee is due, you shall pay Dickey's, in addition to the overdue amount, interest on such amount from the date it was due until paid at the rate of fifteen percent (15%) per annum, or the maximum rate permitted by law, whichever is less. In addition, you shall reimburse Dickey's for any out-of-pocket expenses incurred by Dickey's in connection with any such late payment or the collection of any such late payment. If any payment or fee due under this agreement is returned NSF, you shall pay to Dickey's an additional amount of Thirty-Five Dollars (\$35.00) for each NSF occurrence. Any failure to comply with this Article 4.5 shall be an event of default under Article 16. Dickey's entitlement to such interest shall be in addition to any other remedies Dickey's may have in law or in equity, arising under this Agreement or otherwise.

**4.6 NET SALES.** As used in this Agreement, "Net Sales" shall include all revenue from the sale of services and products by in-store dining, carry-out, delivery, catering, and otherwise, including, but not limited to, the sale of food and beverages, the redemption of gift cards, and the sale of merchandise, (e.g., prepackaged barbecue sauce or other food products, and any T-shirts, sweatshirts, etc.) and all other income of whatever nature or kind relating to the franchised business, whether for cash or credit and regardless of collection in the case of credit; provided that Net Sales shall not include any sales tax or other taxes collected from your customers and paid to the appropriate taxing authority, employee meals and the discounts offered for meals purchased with promotional coupons approved by Dickey's, and any accounts receivable representing Net Sales for which you have previously paid royalty fees but which subsequently you have deemed uncollectible. Dickey's may, from time to time, in writing, permit certain other items to be excluded from Net Sales. Any such permission may be revoked or withdrawn at any time in writing by Dickey's in its discretion.

**4.7 DAY ONE DEPOSIT.** You are required to pay Dickey's a "Day One Deposit" of up to \$8,100 within one business day after the "kick off call" with us for your Restaurant. ~~We will use this deposit to pay The "Day One Deposit" will be used by Dickey's to make payments to its approved vendors for your Restaurant's. These payments will be applied towards the fees charged by those vendors for the architectural design services, smallwares, and point of sale system for your Restaurant.~~

**4.8 TECHNOLOGY SUPPORT FEE.** You are required to pay Dickey's a technology support fee in the amount of \$99 each month. This fee is payable with your first weekly payment each month. The technology support fee is used by Dickey's, in its sole discretion, to provide basic technology support for point-of sale, back of house computer, and other basic office equipment to its franchisees during Dickey's Barbecue Pit restaurant operating hours. We may modify this fee once a calendar year on at least 60 days' prior written notice to cover the costs of technology support and implementation of new technology.

## ARTICLE 5. ADVERTISING AND RELATED FEES

**5.1 PARTICIPATION.** You shall participate actively in and comply with all advertising, marketing, and sales promotion programs in complete accordance with the terms and conditions established by Dickey's for each program, subject to restrictions imposed by applicable law. In all aspects of these programs, including without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, to the extent permitted by law, Dickey's procedures, standards and specifications shall be final and binding upon you.

**5.2 RESTAURANT OPENING.** You shall carry out a Restaurant opening promotion relating to the opening of your Restaurant in accordance with the Manuals or as otherwise required by Dickey's. Any advertising and promotional campaigns used by you in connection with such Restaurant opening promotion must be approved by Dickey's prior to use. You shall comply with the direct and local advertising and promotional campaign for restaurant openings devised by Dickey's and adapted for your Assigned Area. When required, but not later than sixty (60) days prior to your scheduled Restaurant opening, you shall pay to Dickey's Eight Thousand Dollars (\$8,000.00) (the "Restaurant Opening Promotion Funds") to be spent by Dickey's on your behalf in connection with such Restaurant opening

**8.20 ALCOHOLIC BEVERAGES.** You shall serve beer (and such other alcoholic beverages required or approved by Dickey's) at your Restaurant provided that there are no extenuating circumstances approved by Dickey's or applicable laws or regulations preventing the sale of alcohol at your Restaurant. You agree to comply with all licensing, insurance and other laws, regulations and requirements applicable to, and in a manner consistent with prudent business practices in connection with the sale of alcoholic beverages. You will also comply with the liquor liability insurance requirements outlined in Article 14 and which Dickey's may subsequently promulgate. YOU WILL INDEMNIFY, DEFEND AND HOLD DICKEY'S HARMLESS FROM AND AGAINST ANY LIABILITY OR CLAIMS BY ANY PERSON, ENTITY OR GOVERNMENT AGENCY RESULTING FROM YOUR SALE OF ALCOHOLIC BEVERAGES OR YOUR BREACH OF YOUR COVENANTS HEREUNDER.

**8.21 STANDARD ATTIRE OR UNIFORMS.** You will purchase and require your employees to wear the current standard attire uniforms as may be established and approved by Dickey's from time to time. All of your employees will wear clean and neat attire or uniforms and practice good personal hygiene as prescribed in the Manuals or other written directive.

**8.22 INSPECTIONS.** You hereby grant Dickey's and its representatives and agents the right to enter upon your Restaurant premises or call your Restaurant at any time for the purpose of conducting in person or telephonic inspections of your Restaurant and its operation. You shall cooperate with Dickey's representatives and agents by rendering such assistance as they may reasonably request and, upon notice from Dickey's or its representatives and agents and without limiting Dickey's other rights under this Agreement, you shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Dickey's reserves the right to charge you, and you shall pay, the costs of any such inspections if deficiencies are detected. Should you fail to correct such deficiencies within a reasonable time as determined by Dickey's, Dickey's shall have the right (without, however, any obligation), to correct such deficiencies and to charge you a reasonable fee for Dickey's expenses in so acting, payable by you immediately upon demand.

**8.23 REFERRAL FEES.** Dickey's may, from time to time, offer existing franchisees a fee for referring prospects to Dickey's who ultimately become Dickey's franchisees. Any such prospect cannot be an existing Dickey's franchisee, and the assigned territory awarded such prospect must be outside the Assigned Area of any existing Dickey's franchisee. In the event Dickey's announces and implements any such referral fee program, you acknowledge that you will comply with the requirements of such program. You further acknowledge that you do not have the authority to discuss or negotiate the offer of a franchise to any prospect or otherwise to contract or act on Dickey's behalf. Dickey's will not be bound by any statements or representations you may make, and Dickey's is under no obligation to offer or enter into a franchise agreement with anyone you may refer to Dickey's.

**8.24 FIELD SERVICE MANAGER.** Dickey's may elect, in its sole discretion, to assign to you a Field Service Manager (herein so called), who shall be an employee, representative or agent of Dickey's. The Field Service Manager may advise you as to any operational matters regarding your Restaurant as Dickey's may require. Should Dickey's elect to assign a Field Service Manager, you will fully cooperate with the Field Service Manager in implementing any recommendations made by the Field Service Manager regarding operational matters. Dickey's is not obligated to assign to you a Field Service Manager, and at any time, Dickey's may choose to terminate the assignment of any Field Service Manager or reassign to you a different Field Service Manager.

**8.25 CATERING.** You shall at all times offer catering services in accordance with Dickey's policies and procedures. You shall maintain a cargo van bearing the Dickey's logo and other identifying trade dress and promotional information as required by Dickey's in order to perform such services. You shall participate in Dickey's catering hotline centralizing catering orders and requests and comply with Dickey's policies and procedures regarding the hotline. You acknowledge that Dickey's reserves the right to terminate your hotline referrals and redirect them to other Dickey's restaurants for service if Dickey's determines you do not comply with Dickey's policies and procedures or if your catering service is found to be deficient. You also acknowledge that Dickey's reserves the right to direct any general catering request received through Dickey's catering hotline to any Dickey's franchisee based on such franchisee's experience, efficiency, or proximity to the customer placing the order.

and all expenses incurred by you or your trainees in connection with any initial training program including, without limitation, costs of travel, lodging, meals, uniforms, and wages.

**9.2 ADDITIONAL TRAINING.** You, the Owner/Operator, your managers and your other employees may attend such additional or remedial training programs and seminars as Dickey's may offer from time to time. All certified managers shall be required to complete twelve (12) credit hours of continuing education courses per year at a rate of one (1) credit hour per month. Should a certified manager not fulfill the one (1) credit hour per month requirement, that manager will lose their certified status and be required to complete Dickey's field certification program in order to be recertified. All hourly employees shall be required to be certified with Dickey's online training within 15 days of starting work. If any hourly employee fails to pass the online training, he or she shall repeat the online training until he or she passes. At Dickey's discretion such training (including on-site remedial training) shall be mandatory if Dickey's provides written notice setting forth the reasonable justification for such additional or remedial training in a manner consistent with Dickey's requirements throughout the System. For all such training, Dickey's will provide the instructors and training materials; however, Dickey's reserves the right to impose a reasonable fee for such training, including costs of travel, lodging, meals, and wages for Dickey's representatives. You shall be responsible for any and all expenses incurred by you or your employees in connection with such additional training including, without limitation, costs of travel, lodging, meals, uniforms, and wages.

**9.3 MANAGERS; CHANGES IN PERSONNEL.** If your Owner/Operator or any trained manager shall, for any reason, cease to serve in such capacity, your replacement must, at your expense, be trained at an approved Dickey's Restaurant, and must successfully complete the management training program prior to being able to work in your Restaurant. You may request that your Restaurant be approved by Dickey's as a certified training Restaurant by meeting Dickey's then-applicable criteria. If approved by Dickey's, you may train your own managers at your Restaurant, thus reducing the expense of training new management personnel at off-site locations. Your Restaurant may lose its status as an approved certified training Restaurant if Dickey's determines that your Restaurant is no longer in compliance with the standards of a certified training Restaurant. All certified training Restaurants must be recertified by Dickey's every three (3) years in order to maintain certification.

**9.4 ON-SITE TRAINING.** In connection with the opening of your Restaurant, Dickey's shall make available to you at your expense at least one (1) trained representative of Dickey's to provide on-site training, supervision and assistance with respect to such matters and for such period of time determined by Dickey's in its sole discretion. Such on-site training, supervision and assistance need not be for consecutive days and may be provided either before and/or after the Opening Date of your Restaurant. Except as otherwise provided, you shall be responsible for training all Restaurant personnel in accordance with the specifications and standards regarding such training described in the Manuals or otherwise in writing by Dickey's.

**9.5 RELEASE.** As a condition to participation in Dickey's training program, your participating personnel shall execute and deliver to Dickey's the Consent and Release for Training in substantially the form attached as Attachment C.

## **ARTICLE 10. USE OF PROPRIETARY MARKS**

**10.1 USE OF PROPRIETARY MARKS.** In accordance with its rights under its license agreement with Dickey's Barbecue Pit, Inc., a Texas corporation affiliated with Dickey's, Dickey's hereby sublicenses you to use the Proprietary Marks during the term of this Agreement as follows:

1. With respect to your sublicensed use of the Proprietary Marks pursuant to this Agreement, you agree that:

A. You shall use only the Proprietary Marks designated by Dickey's and shall use them only in the manner authorized and permitted by Dickey's. Any unauthorized use of the Proprietary Marks shall constitute an infringement of Dickey's rights and an event of default under Article 16.



## **ARTICLE 27. APPLICABLE LAW, MEDIATION, ARBITRATION, COURT ACTIONS**

**27.1 MEDIATION.** Subject only to Article 27.3 and to the extent permitted under applicable state law, the parties agree to submit all disputes, controversies, claims, causes of action and/or alleged breaches or failures to perform arising out of or relating to this Agreement (and attachments) or the relationship created by this Agreement (collectively, "Disputes") to non-binding mediation prior to filing any action in court with respect to the Dispute. The mediation shall be conducted in Collin County, Texas through either an individual mediator or a mediator appointed by a mediation services organization or body, experienced in the mediation of disputes in the food service business, agreed upon by the parties and, failing such agreement, within a reasonable period of time after either party has notified the other of its desire to seek mediation of any Dispute (not to exceed fifteen (15) days), through the American Arbitration Association ("AAA") in accordance with its rules governing mediation, at the office of the AAA located nearest to Dickey's corporate headquarters in Plano, Collin County, Texas. The costs and expenses of mediation, including compensation and expenses of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the Dispute within ninety (90) days after the mediator has been appointed, then either party may submit such Dispute to binding arbitration in accordance with Article 27.2 below.

**27.2 ARBITRATION.** Subject only to Article 27.1 and 27.3 and to the extent permitted under applicable state law, all Disputes which shall not be resolved through mediation in accordance with Article 27.1 shall be submitted for binding arbitration to the office of the AAA located nearest to Dickey's corporate headquarters in Plano, Collin County, Texas, on demand of either party. Such arbitration proceedings shall be conducted in accordance with the then current commercial arbitration rules of the area. The arbitrator(s) shall have the right to award or include in their award any relief which they deem proper in the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the due date), specific performance and injunctive relief. Provided, that, to the fullest extent permitted by law, the parties stipulate and agree that the arbitrators shall not provide for, and no arbitration award shall include, any punitive or exemplary damages, all of which are hereby waived by the parties. The award and decision of the arbitrator(s) shall be conclusive and binding upon all parties and adjustment may be taken on the award notwithstanding the termination or expiration of this Agreement. Dickey's and you agree that arbitration shall be conducted on an individual, not a class-wide basis.

**27.3 CERTAIN CLAIMS BY DICKEY'S.** Notwithstanding anything herein to the contrary and to the extent permitted under applicable state law, Dickey's may bring an action (a) for monies owed, (b) for injunctive relief or other extraordinary relief, (c) involving the possession or disposition of, or other relief relating to real property, or (d) for egregious violations of Dickey's operational standards and specifications in any court having jurisdiction and without first submitting such action to mediation or arbitration.

**27.4 ACCEPTANCE OF AGREEMENT IN TEXAS.** You have signed this Agreement and submitted it to Dickey's for acceptance and execution by Dickey's at Dickey's corporate headquarters in Plano, Collin County, Texas. You shall make all payments and perform other obligations arising hereunder at Collin County, Texas, and this Agreement is made and entered into at Collin County, Texas. Notwithstanding the foregoing, the provisions of this Article 27.4 shall only apply to the extent permitted under applicable state law.

**27.5 GOVERNING LAW AND VENUE.** THIS AGREEMENT IS EXECUTED AND DELIVERED IN CONNECTION WITH A TRANSACTION NEGOTIATED AND CONSUMMATED IN COLLIN COUNTY, TEXAS, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES AGREE THAT, WITH RESPECT TO ANY CONTROVERSIES, DISPUTES, OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT, ANY ACTION SHALL BE BROUGHT, MAINTAINED, AND CONCLUDED EXCLUSIVELY IN THE DISTRICT COURTS OF COLLIN COUNTY, TEXAS, OR THE UNITED STATES DISTRICT COURT FOR THE ~~EASTER~~ NORTHERN DISTRICT OF TEXAS, ~~SHERMAN~~ DALLAS DIVISION. YOU, FOR YOURSELF AND

YOUR SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY (A) SUBMIT TO THE JURISDICTION OF THE DISTRICT COURTS OF COLLIN COUNTY, TEXAS, AND THE UNITED STATES DISTRICT COURT FOR THE ~~EASTERN-NORTHERN~~ DISTRICT OF TEXAS, ~~SHERMAN-DALLAS~~ DIVISION, (B) WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT YOU MAY NOW OR IN THE FUTURE HAVE TO THE LAYING OF VENUE OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SET FORTH ABOVE; AND , (C) WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. YOU HEREBY IRREVOCABLY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON YOU IN ANY LEGAL PROCEEDING RELATING TO ANY DISPUTE BY ANY MEANS ALLOWED BY TEXAS LAW. Notwithstanding the foregoing, the parties acknowledge and agree that Dickey's may institute legal action for injunctive relief in any court of competent jurisdiction. The provisions of this Article 27.5 shall only apply to the extent permitted under applicable state law.

**27.6 JURY TRIAL WAIVER.** YOU AND DICKEY'S IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

**27.7 WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES.** THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF COMPENSATORY DAMAGES SUFFERED BY THE PARTY.

**27.8 APPLICABLE STATE LAW.** You and Dickey's acknowledge that the parties' agreement regarding applicable state law and forum set forth in Article 27.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any Dispute. You and Dickey's further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

## **ARTICLE 28. ACKNOWLEDGMENTS**

**28.1 COMPLETION OF INDEPENDENT INVESTIGATION.** You acknowledge that you have conducted an independent investigation of the franchised business and recognize that the business venture contemplated by this Agreement involves business risks and that its success will largely depend upon your ability, effort, and resources. Dickey's expressly disclaims making, and you acknowledge that you have not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have completed and submitted to Dickey's the Franchisee Questionnaire, in the form of Attachment B, and that your responses were truthful and well considered.

**28.2 RECEIPT OF AGREEMENT AND DISCLOSURE DOCUMENT.** You acknowledge that you received from Dickey's a complete copy of its Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed and the date on which you first made any payments to Dickey's or an affiliate in connection with any franchise sale contemplated by this Agreement. You acknowledge that you received a copy of this Agreement and the related attachments and agreements in the form executed by you at least seven (7) calendar days prior to the date on which this Agreement was executed.

**28.3 REVIEW OF AGREEMENT.** You acknowledge that you have read and understood this Agreement and the related attachments and agreements and that Dickey's has provided you ample time and opportunity to consult with advisors of your own choosing about the content of the Agreement and the potential benefits and risks of entering into this Agreement.

**28.4 AUTHORIZATION TO CONDUCT INVESTIGATION.** You acknowledge that, in order to enable Dickey's to evaluate your application to acquire the license and franchise herein granted, you have

authorized Dickey's and its agents and representatives to conduct such investigations concerning you and your Owner/Operator and your Investors as Dickey's deems necessary, in its sole discretion, including, without limitation, credit reports and references, financial and personal references and civil and criminal references.

**28.5 NO FINANCIAL REPRESENTATIONS.** You represent to Dickey's that neither Dickey's nor its agents or representatives have made any representations, and you have not relied on any representations made by Dickey's or its agents or representatives, concerning actual or potential sales or profits of a Dickey's Restaurant.

**[To be added in transactions participating in the special equipment financing program]**

**28.6 SPECIAL EQUIPMENT FINANCING PROGRAM.** You have elected to participate in our special equipment financing program. You represent and warrant to us that you and your equity ownership interest beneficial and legal owners are not now and have never been, directly or indirectly, franchisees of a Dickey's Restaurant franchise or equity interest owners of a Dickey's Restaurant franchisee. Dickey's will purchase and deliver to your Restaurant before its opening a major equipment item such as a point of sale computer system, a smoker, exterior signage, or a vent hood, having a retail price of not more than \$10,000. We will notify you about the equipment we will purchase within 60 days after you sign this Agreement. You agree to pay upon invoice the costs of shipping, handling, installation and maintenance for the item. Dickey's will pay the purchase price on your behalf. Dickey's will have the right of repurchase for the equipment for a price of \$10.00 that will lapse on the fifth anniversary of the opening date of the Restaurant. The right may be exercised at any time upon written notice to you at the address specified in this Agreement if this Agreement terminates or you transfer the Restaurant or the equipment without Dickey's prior written consent. Dickey's does not provide any warranties on the equipment, which come solely from the manufacturer. Any transfer of the Restaurant with Dickey's consent must include assignment to and assumption by the transferee of the obligation to honor Dickey's right to repurchase the equipment during the five year repurchase period. Before the equipment ships to your Restaurant, you must disclose to Dickey's the name and address of the landlord and all parties who are financing the your development of the Restaurant. Dickey's will notify these parties about its repurchase right, and you must obtain and deliver to Dickey's lien waivers from the landlord and any secured creditor regarding the equipment, subject to the repurchase right before it is installed at the Restaurant. You must keep the equipment insured against casualty loss and damage, and maintain the equipment according to the manufacturer's instructions.

[Signature Page Follows]

**EXHIBIT J**

**FINANCIAL STATEMENTS**

This exhibit includes our audited financial statements for the years ended May 31, 2011, 2012 and 2013.

This exhibit also includes our unaudited balance sheet and profit and loss statement for the period ending and as of ~~September~~ November 30, 2013.

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

Ex. J

## RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This Disclosure Document summarizes certain provisions of the Franchise Agreement, Development Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If Dickey's Barbecue Restaurants, Inc. (Dickey's) offers you a franchise, we 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. New York, Iowa and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dickey's 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 you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on **Exhibit D** to this Franchise Disclosure Document.

Dickey's is located at 801 E. Plano Parkway, #135, Plano, Texas 75074. Its telephone number is 972.423.2201. The franchise seller for this offering is Richard Phillips at 4514 Cole Avenue, Suite 1015, Dallas, Texas 75205, 972.248.9899, or \_\_\_\_\_, at \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_. Dickey's has authorized the persons listed on **Exhibit E** to this Disclosure Document to receive service of process for us in Texas and states where our franchise is registered.

Issuance date: September 24, 2013, as amended on ~~December 31, 2013~~ January 22, 2014

I have received Dickey's Disclosure Document, dated September 24, 2013, as amended December 31 on January 22, 2013-2014 (or the later date set forth for each applicable state on the state cover page to this Franchise Disclosure Document), which includes the following exhibits:

- EXHIBIT A – Franchise Agreement including ACH Authorization, Franchisee Questionnaire, Consent and Release for Training, Architectural Approval Guidelines Agreement, Lease Rider and State Addenda
- EXHIBIT B – Development Agreement and State Addenda
- EXHIBIT C – General Release
- EXHIBIT D – State Franchise Regulatory Authorities
- EXHIBIT E - Agents for Service of Process
- EXHIBIT F - State Addenda to Disclosure Document
- EXHIBIT G - Form of Non-Disclosure Agreement for Prospective Franchisees
- EXHIBIT H - Store Transfer Agreement
- EXHIBIT I - Management Confidentiality and Non-Competition Agreement
- EXHIBIT J - Financial Statements
- EXHIBIT K - Receipts

\_\_\_\_\_  
Date of Signature  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee  
Print Name: \_\_\_\_\_

(for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

You may return the signed receipt either by signing, dating, and mailing it to Dickey's Barbecue Restaurants, Inc. at 801 E. Plano Parkway, #135, Plano, Texas 75074 or by faxing a copy of the signed and dated receipt to Dickey's at 972-248-8667.

## RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This Disclosure Document summarizes certain provisions of the Franchise Agreement, Development Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If Dickey's Barbecue Restaurants, Inc. (Dickey's) offers you a franchise, we 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. New York, Iowa and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dickey's 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 you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on **Exhibit D** to this Franchise Disclosure Document.

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\_\_\_\_\_  
Date of Signature  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee  
Print Name: \_\_\_\_\_

(for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

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