

DICKEY'S BARBECUE RESTAURANTS, INC.
FRANCHISE DISCLOSURE DOCUMENT



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DICKEY'S BARBECUE RESTAURANTS, INC.
A TEXAS CORPORATION
18583 N. Dallas Parkway, Suite 120
DALLAS, TEXAS 75287
(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 \$122,179 to \$421,244. This includes \$17,194 to \$41,229 that must be paid to the franchisor or affiliate. If you enter into a Development Agreement for two or more restaurants, you must pay us a non-refundable development fee of \$20,000 for the first restaurant plus a \$15,000 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 \$35,000.

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.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our franchise development office at (972) 248-9899 or Franchise Development at 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287.

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 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 1, 2017.

STATE COVER PAGE

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

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

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

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AND DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE MOST DISPUTES WITH DICKEY'S BY NON-BINDING MEDIATION IN TEXAS. IF MEDIATION FAILS, YOU ARE REQUIRED TO SUBMIT TO BINDING ARBITRATION IN THE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION CLOSEST TO OUR HOME OFFICE IN DALLAS, TEXAS, OR LITIGATE IN THE JUDICIAL DISTRICT WHERE OUR HOME OFFICE IS LOCATED, WHICH IS CURRENTLY IN COLLIN COUNTY, TEXAS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE, OR LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AND DEVELOPMENT AGREEMENTS REQUIRE THAT TEXAS LAW GOVERN EACH AGREEMENT (UNLESS AN ADDENDUM ATTACHED TO YOUR AGREEMENT PROVIDES OTHERWISE), AND TEXAS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISEE'S OWNER/OPERATOR AND ANY INVESTORS ARE REQUIRED TO SIGN A PERSONAL GUARANTY OF THE FRANCHISE AGREEMENT. SUCH PARTIES ARE JOINTLY AND SEVERALLY LIABLE FOR THE FRANCHISE'S OBLIGATIONS TO US, WHETHER OR NOT INVOLVED IN THE OPERATION OF THE FRANCHISED BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNERS AT RISK.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

LOCAL LAW MAY SUPERSEDE THESE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT PROVISIONS. SEE THE STATE SPECIFIC ADDENDA IN THIS FRANCHISE DISCLOSURE DOCUMENT ABOUT ANY ADDITIONAL INFORMATION FOR YOUR STATE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the following page for individual state-specific effective dates.

STATE EFFECTIVE DATES

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

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

STATES	EFFECTIVE DATE
California	September 1, 2017
Hawaii	
Illinois	September 1, 2017
Indiana	September 1, 2017
Maryland	
Michigan	September 1, 2017
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	September 1, 2017
Virginia	
Washington	
Wisconsin	September 1, 2017

In all the other states, the effective date of this Franchise Disclosure Document is the Issuance Date of September 1, 2017.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE
MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7117

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce that section as written.

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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 or persons 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 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. We do business under our company name and no other name. You will operate a restaurant business under the name "Dickey's Barbecue Pit" (a "Restaurant"). We are a wholly owned subsidiary of Dickey's Capital Group, Inc. ("DCG"), a Delaware corporation, whose principal business address is 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. Other than Dickey's Capital Group, Inc., we do not have any parent companies that are required to be disclosed in this Item. We have no predecessors. 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") and Pitmaster Team, Inc. ("PTI"), each a Texas corporation affiliated with us having a principal place of business at 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287, have operated similar Restaurants since 1941, 2007, and 2013, respectively. Dickey's Love Field JV, LLC ("Love Field JV"), a joint venture between DBP and a franchisee, has operated a similar Restaurant since 2013. Except as described in this Item 1, we, DBP, PTI, and Love Field JV have not and do not engage in any other kinds of business or offered or offer franchises in any other lines of business. As of the issuance date of this Disclosure Document, DBP, PTI, and Love Field JV operate five Restaurants in the Dallas-Fort Worth, Texas metropolitan area. Our reference in this Disclosure Document to "company-owned" or "company-operated" Restaurants" means Restaurants owned and operated by DBP, PTI, and Love Field JV.

Our affiliate, Dickey's Barbecue Development Corp., a Texas corporation ("Development Corp."), conducts franchise sales and provides certain pre-opening and site selection and evaluation services on behalf of Dickey's to Dickey's franchisees. Development Corp.'s principal place of business is 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. Development Corp. has never operated a business similar to a Restaurant or offered franchises in any line of business.

Dickey's requires all franchisees to execute a Smokestack Customer Agreement (attached as **Exhibit K**) with our affiliate, Spark Intelligence, Inc., a Texas corporation ("Spark"), for a subscription which allows you to access to the Smokestack sales data collection and reporting system. Dickey's additionally requires all franchisees to execute a Spark On-Line Services User Agreement (attached as **Exhibit L**) with Spark for a subscription which allows you to access the Spark Online Ordering System. Spark's principal place of business is 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. Spark has never operated a business similar to a Restaurant or offered franchises in any line of business.

Our affiliate, Dickey's Purchasing Corp., a Texas corporation ("Purchasing Corp."), negotiates prices with approved suppliers on behalf of Dickey's franchisees for required products and services. Purchasing Corp.'s principal place of business is 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. Purchasing Corp. has never operated a business similar to a Restaurant or offered franchises in any line of business.

Our affiliate, Wycliff Douglas Foods, Inc., a Texas corporation ("Wycliff"), sells certain paper and food products that are utilized in the operation of the Restaurant to suppliers who resell them to Dickey's franchisees. Wycliff's principal place of business is 12770 Perimeter Road, Suite A-100, Dallas, Texas 75228. Wycliff has never operated a business similar to a Restaurant or offered franchises in any line of business.

Our affiliate, ProfitHike, Inc., a Texas corporation ("ProfitHike"), is an approved supplier of accounting services to Dickey's franchisees. ProfitHike's principal place of business is 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. ProfitHike has never operated a business similar to a Restaurant or offered franchises in any line of business.

Our affiliate, Stanford Sonoma Corp., a Texas corporation ("Stanford Sonoma"), is an approved supplier to Dickey's franchisees of certain fixtures, furnishings, and interior design finishings used in the operation of the Restaurant. Stanford Sonoma also sells Hickory wood pellets that are utilized in the operation of the Restaurant to suppliers who resell them to Dickey's franchisees. Stanford Sonoma's principal place of business is 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. Stanford Sonoma has never operated a business similar to a Restaurant or offered franchises in any line of business.

Other than Development Corp., Purchasing Corp., Spark, Wycliff, ProfitHike, and Stanford Sonoma, Dickey's does not have any affiliates which provide products or services to franchisees or offer franchises in any line 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 certain trade names, service marks, trademarks, symbols, logos, name and emblems, and indicia of origin, including the Mark and other trade names, service marks and trademarks Dickey's may develop in the future to identify for the public the source of services and products marketed under these marks and under the System and representing the System's high standards of quality, appearance, and service (collectively, the "Proprietary 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, forms, 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 Proprietary Marks 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 sauce and spices. We believe that our distinctive offering of barbecue-style food, freshly prepared with high quality ingredients

and proprietary recipes, served quickly at affordable prices and in a comfortable, friendly setting differentiates our brand from other fast casual and barbecue restaurants.

Our Restaurants are a combination of quick service and fast casual dining where the customer places a protein order at the beginning of the service counter, selects side dishes while moving toward check out, and then picks up the completed order at the end of the counter. Most of the Restaurants are located within suburban shopping centers or in stand-alone buildings located on busy streets. Restaurants are also located in "non-traditional" venues such as food courts, convenience stores, sports stadiums or within institutional settings where the Restaurant operator does not control access or hours of operation. We grant franchises for non-traditional venues, but we and our affiliates reserve the right to operate company-operated Restaurants in non-traditional venues. Non-traditional franchises are operated under the System, except as provided by the Non-Traditional Addendum attached as **Exhibit J**.

Our current business model for new franchises focuses on developing Restaurants in leased spaces of between 1,800 and 2,200 square feet located in shopping centers. This Disclosure Document also provides information on Restaurants opened in "non-traditional" venues.

If you are considering opening more than one Restaurant, we may offer you the opportunity to sign a Development Agreement covering a defined area for development and specifying the number of Restaurants to be developed and opened according to a specific development schedule. The "developer" must sign the then current Franchise Agreement and pay an initial fee for each Restaurant opened under the development schedule. In each case the candidate must demonstrate to us that the resources necessary for Restaurant development in the desired geographic area are immediately available.

The Franchise Agreement and Development Agreement are each referred to in this Disclosure Document as an "Agreement." Each Agreement may be signed with an individual or a group of individuals, but we require that a franchisee and a developer must create and maintain in good standing a separate business entity for operating its Restaurants, having its own employer identification number and engaging in no other business.

You may elect to purchase an existing Restaurant from a franchisee, a third party or one of our Affiliates, including in circumstances where the Restaurant has been closed for some period of time. The terms of purchase and the transition of asset ownership and management of the Restaurant will vary from the transactions described in this Disclosure Document. We may, in our sole discretion and when business circumstances warrant, facilitate such a transaction by modifying or waiving certain terms and conditions of the Franchise Agreement for the transaction. The seller of the Restaurant and not the franchisor is solely responsible for the terms, conditions, representations and warranties associated with the purchase and sale of the Restaurant, and we do not act as a broker or reseller of the Restaurant.

We also offer franchises to certain franchisees to represent us as area representatives ("Area Representatives") within defined geographic areas under a separate disclosure document. (We pay Area Representatives a portion of certain fees we receive for each of the Restaurants developed and opened in the respective Area Representative's territory. (See Items 5 and 6) As of the end of our last fiscal year, there was 1 Area Representative.

Market and Competition

The market for fast casual restaurants featuring barbecued meats is highly competitive and well developed. There are many single location barbecue restaurants, regional and national restaurant systems currently offering barbecue-style restaurants which feature menu items similar to the menu items we offer under the System, although we believe we have a unique format and presentation in the fast casual restaurant segment featuring barbecue meats. You will also compete with other fast casual and quick service restaurants that serve customers at a counter. Competition for qualified management and supervisors, skilled labor and unskilled labor for the restaurant industry is significant, which may cause labor costs to be higher than average. The supply of suitable restaurant space for lease in suitable locations is limited and is subject to increasing demand from other restaurant concepts and non-restaurant retailers.

Industry Regulation

The restaurant industry is heavily regulated. In addition to the laws, rules and regulations that apply to businesses generally, all Restaurants must comply with federal, state and local laws applicable to the operation and licensing of a restaurant business, including obtaining truth in menu and labeling laws, health and safety permits, restaurant inspections and approvals by municipal, county or state health departments that regulate food service preparation, handling, storage and sales, delivery, and food service operations generally. Your Restaurant must also meet applicable municipal, county, state and federal building codes and accessibility codes. You should consider these laws and regulations when evaluating your purchase of a franchise.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce regulations that govern food preparation and service and restaurant sanitary conditions. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations.

Restaurants operate on-premises meat smokers to prepare the barbecue protein menu items. The Federal Clean Air Act and various state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Franchisees may need to install and maintain emission control, scrubber, and ventilation equipment to comply with certain laws, comply with emission restrictions in space leases, or to prevent smoke infiltration to neighboring tenants. Some state and local governments have also adopted, or are considering, proposals that would regulate indoor air quality, including the limitation of smoking tobacco products in public places such as restaurants. All Restaurants are non-smoking under our System.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. Franchisees must also be sure to comply with applicable state and federal laws regulating the privacy and security of sensitive consumer and employee information. Additional details can be found at <https://www.pcisecuritystandards.org/merchants> for additional information. Compliance resources are available from the Federal Trade Commission. You can contact the FTC at (202) 326-2222 or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's business center on privacy and security at <http://www.business.ftc.gov/privacy-and-security/> for additional information.

ITEM 2 BUSINESS EXPERIENCE

The officers and directors below work in Dallas, Texas.

Director/Chairman: Roland R. Dickey

Roland R. Dickey has served as our Chairman of the Board and Director since June 2016. Since August 2017, Mr. Dickey has served as Chairman of the Board and Director of Purchasing Corp.; Chairman of the Board and Director of ProfitHike; and Chairman of the Board and Director of Development Corp. Mr. Dickey has served as Chairman of the Board and Director of DCG since May 2016. Mr. Dickey previously served as our Chief Executive Officer from February 2006 until May 2011. He acted as the President of DBP between 1971 and 2006.

Director, Secretary, and Treasurer: Roland R. Dickey, Jr.

Roland Dickey, Jr., son of Roland R. Dickey, was elected a Director of Dickey's in June 2016, and has served as our Secretary and Treasurer since May 2014. Mr. Dickey, Jr., has also served as Chief Executive Officer, President, and Secretary of DCG since May 2016. Since August 2017, Mr. Dickey, Jr. has served as Chief Executive Officer, President, Secretary, and Director of Purchasing Corp.; Chief Executive Officer, President, Secretary, and Director of ProfitHike; Chief Executive Officer, President, Secretary, and Director of Development Corp.; and Director, Vice President, and Secretary of Stanford Sonoma. From May 2011 until November 2016, Mr. Dickey, Jr. served as our Chief Executive Officer, and he served as our President from February 2006 until November 2016.

Director: Cullen Dickey

Cullen Dickey, son of Roland R. Dickey, was elected a Director of Dickey's in June 2016. Since August 2017, Mr. Dickey has served as a Director of Purchasing Corp., a Director of ProfitHike, a Director of Stanford Sonoma, and a Director of Development Corp. Mr. Dickey has served as a Director of DCG since May 2016. He has been a real estate investor for more than the past five years.

Director: Maurine Dickey

Maurine Dickey, wife of Roland R. Dickey, was elected a Director of Dickey's in June 2016. Since August 2017, Ms. Dickey has served as a Director of Purchasing Corp., a Director of ProfitHike, and a Director of Development Corp. Ms. Dickey has served as a Director of DCG since May 2016. Since November 2014, she has served as Chairman of the Board for Barbecue, Boots, and Badges Foundation in Dallas, Texas. From January 2005 to December 2013, Ms. Dickey served two four-year terms as a Dallas County Commissioner in Dallas, Texas.

Chief Executive Officer: Laura Rea Dickey

Ms. Dickey was appointed Chief Executive Officer for Dickey's in November 2016. From May 2010 until November 2016, Ms. Dickey served as our Chief Information Officer.

President: Renee Roozen

Ms. Roozen was appointed President of Dickey's in November 2016. From July 2015 until November 2016, Ms. Roozen served as our Vice President of Operations. Prior to joining Dickey's, Ms. Roozen served as Vice President for Famous Brands International in Broomfield, Colorado from October 2012 until July 2015.

Chief Administrative Officer: Michelle Frazier

Ms. Frazier was appointed Chief Administrative Officer of Dickey's in June 2014. Ms. Frazier served as our Vice President of Human Resources and Administration from January 2008 until her promotion to Chief Administrative Officer.

Senior Vice President of Development: Trinity Dawn Hall

In December 2014, Ms. Hall was appointed the Senior Vice President of Development. Since August 2017, Ms. Hall has served as a Director of Stanford Sonoma. From March 2014 to December 2014, Ms. Hall served as our Vice-President of Construction & Finance. Ms. Hall previously served as our Equipment Specialist from August 2011 to November 2011, then Manager of Design from December 2011 to January 2013, and as Director of Design from January 2013 to March 2014.

Senior Vice President of Franchise Administration: Jeffrey Gruber

Mr. Gruber was appointed Senior Vice President of Franchise Administration in July 2016. From October 2014 until July 2016, Mr. Gruber served as our Vice President of Communications. From May 2011 to September 2014, Mr. Gruber served as our Director of Communications and Operations. From March 2008 until May 2011, he served as our Director of Marketing.

Vice President of Purchasing: James Skipworth

Mr. Skipworth was appointed our Vice President of Purchasing in April 2017. From December 2016 until April 2017, Mr. Skipworth served as our Director of Purchasing. Prior to joining Dickey's, Mr. Skipworth worked in Supply Chain and Purchasing at LSG Sky Chefs in Irving, Texas from September 2012 until December 2016.

Director of Commodity Buying: Owen Edwards

Mr. Edwards was appointed our Director of Commodity Buying in March 2011. From January 2005 until March 2011, Mr. Edwards served as our Director of Franchise Development.

Dean of Barbecue University / Vice President of Training: Chris Kelley

Mr. Kelley was appointed Dean of Barbecue University and Vice President of Training in October 2014. From September 2011 until October 2014, Mr. Kelley served as our Director of Training.

ITEM 3 LITIGATION

Except for the actions described below, there is no litigation that must be disclosed in this Item.

Pending Litigation:

Amy Meadows, Dawn Toff, Donna Schiano, Alfred Nick Pena, Christy Bagby, Charyl Hart, George Jones, James Domsic, and GJones3 Ventures LLC v. Dickey's Barbecue Restaurants, Inc., United States District Court for the Northern District of California, Case No. 3:15-cv-02139

On May 12, 2015, Plaintiffs Ann Meadows, Dawn Toff, Donna Chiano and Alfred Pena filed a Complaint in the United States District Court for the Northern District of California against Dickey's alleging fraud, violation of the California Franchise Investment Law due to alleged material omissions of the Franchise Disclosure Document; violation of unspecified unfair competition laws due to fraudulent conduct; and declaratory relief, all of which are based upon representations allegedly made to them regarding the operation of their franchises. Dickey's denies these allegations. Plaintiffs also sought to certify a class of California franchisees. On July 2, 2015, an Amended Complaint was filed adding Plaintiffs Christy Bagby, James Domsic, George Jones, Charyl Hart and GJones3 Ventures, LLC. None of the substantive allegations changed. On July 15, 2015, Dickey's filed a motion to compel arbitration and to stay the action. Plaintiffs opposed the motion, and on November 12, 2015, the Court granted Dickey's motion, rejected Plaintiffs' attempt to proceed as a class, and ordered Plaintiffs to arbitrate their claims on an individual basis. On February 25, 2016, Plaintiffs filed a "group" Demand for Arbitration with the AAA. The AAA ruled on March 17, 2016, and April 11, 2016, that Plaintiffs' "group" Demand for Arbitration was improper that Plaintiffs were required to file individual demands for arbitration. On April 21, 2016, Plaintiffs advised the AAA that they intend to file a motion with the District Court challenging the AAA's instruction to file individual demands for arbitration. On April 22, 2016, the AAA placed the arbitration in abeyance pending a ruling on Plaintiffs' anticipated motion to the District Court. On May 10, 2016, the parties filed a Joint Status Report with the District Court in which Plaintiffs stated their intention to file a motion challenging the AAA's rulings and Dickey's objected to Plaintiffs filing any such motion. On August 25, 2016, Plaintiffs filed a Motion for Order to Consolidate Arbitrations. On December 21, 2016, the District Court denied Plaintiffs' Motion for Order to Consolidate Arbitrations. On May 8, 2017, Plaintiffs filed a Joint Status Report with the District Court, stating that Plaintiffs have filed individual demands for arbitration with the AAA and are working to develop a case management order for the arbitrations.

Exacta Foods, LLC and David Robinson v. Dickey's Barbecue Restaurants, Inc., Case No. 01-17-0002-4746

On April 28, 2017, Exacta Foods, LLC and David Robinson filed a demand for arbitration with the AAA against Dickey's, alleging breaches of a development agreement, franchise agreements, fraud, fraudulent inducement, breach of the implied duty of good faith and fair dealing, negligence, and violation of the Texas Deceptive Trade Practices Act as the result of alleged inadequate and misleading pre-sale disclosures. Plaintiffs also allege that Dickey's breached its Development Agreement and Franchise Agreement because Dickey's failed to offer Plaintiffs adequate assistance and executed lease agreements without Plaintiffs' approval. Dickey's denies all of Claimant's allegations and filed a response to the arbitration demand on August 7, 2017 with accompanying counterclaims for breach of the development agreement and franchise agreements, defamation, business disparagement, trademark infringement, and indemnification. The parties are currently in the process of selecting an arbitrator for this

dispute.

Campbell Investments, LLC, Kevin Campbell, and Kody Campbell v. Dickey's Barbecue Restaurants, Inc., Case No. 2:17-cv-00832-DB

On June 9, 2017, Campbell Investments, LLC, Kevin Campbell, and Kody Campbell filed suit against Dickey's in Utah State Court, alleging violation of the Utah Business Opportunity Disclosure Act, misrepresentation, breach of contract, and breach of the implied duty of good faith and fair dealing. Plaintiffs allege that Dickey's failed to disclose certain information required under the statute, made inadequate disclosures during the sales process and did not provide adequate support. Dickey's denies these allegations. On July 21, 2017, Dickey's moved to remove the lawsuit to federal court. The parties have agreed to attempt mediation, which is scheduled to begin on September 13, 2017.

Concluded Litigation:

Dickey's Barbecue Restaurants, Inc. v. Justin Trouard and Jessica Chelton; American Arbitration Association Case No. 71 114 Y 00028 14

Justin Trouard and Jessica Chelton v. Dickey's Barbecue Restaurants, Inc., Roland Dickey, Jr., and Jerrel Denton, United States District Court for the District of Maryland, Southern Division, Civil Action No. 14-cv-1703

On January 16, 2014, Dickey's filed a Demand for Arbitration with the American Arbitration Association against Justin Trouard for fraud and for breach of Dickey's Franchise Agreement with Trouard. On May 28, 2014, Trouard filed a Complaint in the United States District Court for the District of Maryland against Dickey's, as well as Roland Dickey, Jr. and Jerrel Denton, asserting claims for various violations of the Maryland Franchise Law. Trouard seeks \$1 million in damages, rescission of the Franchise Agreement, restitution, attorneys' fees and injunctive relief. Along with his Complaint, Trouard filed a motion for a preliminary injunction to enjoin the arbitration filed by Dickey's. On June 20, 2014, Dickey's filed an opposition to Trouard's motion for a preliminary injunction and a cross-motion to (a) compel arbitration of Trouard's claims against Dickey's and (b) stay the litigation against the individual defendants. On August 1, 2014, the Court denied the cross-motions without prejudice and scheduled a trial on the interpretation of the arbitration provision. The parties cross-appealed the District Court's ruling to the United States Court of Appeals for the Fourth Circuit. On August 5, 2015, the Fourth Circuit affirmed the District Court's denial of the motion to compel arbitration of Trouard's claims asserted in federal court, but reversed the District Court's denial of the motion to compel arbitration of Dickey's affirmative claims. On February 19, 2016, the District Court stayed the federal court action pending the conclusion of the arbitration of Dickey's affirmative claims. Dickey's filed a motion for judgment in the arbitration, and a hearing was scheduled for July 15, 2016. On July 8, 2016, Trouard filed a Chapter 7 bankruptcy petition in the District of Colorado (Docket No. 1:16-bk-16819) and the arbitration was stayed as a result. On March 31, 2017, Dickey's, Roland Dickey, Jr., and Jerrel Denton filed a Motion to Dismiss for Lack of Prosecution in the District Court. On June 19, 2017, the District Court granted Defendants' Motion to Dismiss and dismissed the case without prejudice.

Dickey's Barbecue Restaurants, Inc. and Restaurant Growth, Inc. v. Roger Dennis Perry; American Arbitration Association Case No. 712014000167

Dickey's filed a demand for arbitration against Roger Dennis Perry, former franchisee, on March 24, 2014 for breach of his obligations under the franchise agreement following his abandonment of the restaurant. Roger Dennis Perry filed an Answering Statement on May 19, 2014 asserting a counter-claim for breach of contract, fraud in the inducement, fraudulent misrepresentation, negligent misrepresentation, quantum meruit, and all other claims. Dickey's was able to regain operational control of the franchise business and as part of a settlement reached on January 6, 2015, Dickey's agreed to pay Perry \$14,000 and each party released all claims against the other.

Dickey's' Initiated Litigation in the Last Fiscal Year:

Breach of Franchise Agreement and Promissory Notes:

Dickey's Barbecue Restaurants, Inc. v. Anthony Falbo, Jessica Falbo, and Six Shooter BBQ, LLC. American Arbitration Association, Case No. 01-17-0003-1145.

Breach of Franchise Agreement and Unauthorized Use of Marks:

Dickey's Barbecue Pit, Inc. and Dickey's Barbecue Restaurants, Inc. v. Celebrated Affairs Catering, Inc., David Wirth, and Pamela Wirth, United States District Court for the Eastern District of Texas, Case No. 4:2017-cv-00127.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

Franchise Fee. You pay an initial franchise fee to us of \$20,000 (the "Franchise Fee") in a lump sum at the time you sign the Franchise Agreement for each Restaurant. The Franchise Fee is uniformly imposed, except that (i) the Franchise Fee may be reduced or waived if you are purchasing an existing Restaurant from us or an affiliate, (ii) we offer a \$5,000 veteran's discount to the Franchise Fee for your first Restaurant if you are a retired or honorably discharged veteran of the United States Armed Forces or the National Guard as evidenced by your submission to Dickey's of a valid military identification, Certificate of Release or Discharge From Active Duty (DD Form 214) or other similar evidence as Dickey's reasonably requires, (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 franchisees who elect to purchase additional Restaurant franchises; (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; and (vi) the Franchise Fee for a non-traditional franchise is \$15,000. The Franchise Fees we charged during the fiscal year ending May 31, 2017 ranged from no fee to \$15,000. 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 \$20,000 for the first Restaurant plus \$15,000 for each additional Restaurant you agree to develop in a lump sum when you sign the Development Agreement. We apply the first \$20,000 of the Development Fee to the Franchise Fee for the first Restaurant under the Development Agreement. If you timely develop and open your Restaurants and comply with the other terms of the Development Agreement, we will reduce the Franchise Fee for each Restaurant. We apply each \$15,000 deposit of the Development Fee to the Franchise Fee for each subsequent Restaurant when you sign the then current Franchise Agreement for such Restaurant, so that no additional Franchise Fee is due when you sign the then current Franchise Agreement for such Restaurants. However, 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 \$20,000 applies to each Restaurant you develop and 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, 2017, we charged Development Fees ranging from no fee to \$15,000 for the first Restaurant to be developed under a Development Agreement, and no fee to \$10,000 for each subsequent Restaurant to be developed under a Development Agreement. The Development Fee is non-refundable.

Restaurant Opening Fee. Before you attend the initial training program, you must pay up to \$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 pre-opening and grand opening campaigns and in some cases, a post-opening campaign. The Restaurant Opening Fees we charged during the fiscal year ending May 31, 2017 ranged from no fee to the full \$8,000 amount. The Restaurant Opening Fee is payable in a lump sum and is non-refundable.

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. The Inspection Reimbursement is payable in a lump sum and is non-refundable.

Training Fee. If this is your first Restaurant, then you must pay a non-refundable \$2,900 Training Fee to us for the initial training program which your Owner/Operator will attend at Barbecue University. If you choose to attend ServSafe training performed at Barbecue University as part of our initial training program, then you must pay us \$185 in addition to the Training Fee. The Training Fee also covers online training and on-site training and certification for up to 3 Restaurant managers you select. Any manager certification that you do not utilize before opening the Restaurant will be forfeited. The Training Fee also includes the cost of training materials but not uniforms for the trainees. You must pay a portion of the Training Fee in the amount of \$1,150 (or \$1,335, if you choose to attend ServSafe training at Barbecue University) when you register your Owner/Operator for training. You must pay the remaining portion of the Training Fee in the amount of \$1,750 to Dickey's for online and on-site training of up to 3 managers at least 30 days before the Restaurant opening.

If you are an existing Dickey's franchisee and your Owner/Operator has already attended Barbecue University and completed the initial training program to our satisfaction, you are only required to pay a non-refundable Training Fee of \$1,750 to Dickey's at least 30 days before the Restaurant opening.

The Training Fees we collected during the fiscal year ending May 31, 2017 ranged from \$1,000 to \$2,500.

Day One Deposit. You are required to pay us a "Day One Deposit" of up to \$8,100 within one business day after the "orientation call" with us for your Restaurant. We will use this deposit to pay approved vendors the deposits for your Restaurant's architectural design services, equipment, and signage, all of which are listed as part of your pre-opening expenses in Item 7. If you do not open the Restaurant and your Franchise Agreement terminates for non-performance of your pre-opening obligations, we will retain the Day One Deposit to cover payments to approved vendors and as liquidated damages. See Item 17. The Day One Deposits we collected during the fiscal year ending May 31, 2017 ranged from no fee to the full \$8,100 amount. The Day One Deposit is payable in a lump sum and is non-refundable.

We offer a referral fee program for franchisees and their employees and employees of a Dickey's approved vendor to refer new leads on prospective franchisees that result in the sale of a franchise. We may reduce or waive the Restaurant Opening Fee and Day One Deposit if you develop your Restaurant in a non-traditional location or purchase an existing Restaurant.

Spark Online Ordering Fee. Dickey's requires all franchisees to purchase a subscription to Spark's Online Ordering system and pay a one-time, non-refundable initial installation fee of \$125. You must also purchase an Epson printer in the amount of \$500 from us or an approved vendor.

Alternate Architect or General Contractor Fee. You are required to use an architect and general contractor we approve for the planning, design and construction of your Restaurant. Dickey's will provide you with a list of approved architectural firms and general contractors. If you prefer to use an architect or general contractor that is not on our approved list, you must submit the architect's or general contractor's information for Dickey's prior approval. Any franchisee requesting an alternate architect or general contractor must submit its proposal to Dickey's within 30 days of executing the Franchise Agreement, along with a non-refundable evaluation fee of \$750 per alternate architect or contractor, and any other information Dickey's requires to evaluate the proposal. The alternate architect and/or general contractor must sign Dickey's then current form of agreement for alternate architects or general contractors (which may require the architect or general contractor to pay an additional fee for its approved status). The Alternate Architect or General Contractor Fees we collected during the fiscal year ending May 31, 2017 ranged from no fee to \$750.

Insurance Fee. You must obtain all required insurance policies solely from insurance agents/brokers or other providers Dickey's approves. If you desire to purchase the required insurance policies from an unapproved insurance agent/broker or provider, you shall submit to Dickey's a written request for such approval. If approval is granted by Dickey's for the use of an unapproved insurance agent/broker or other provider, you must pay to Dickey's a \$350 fee to cover the costs of reviewing the insurance coverage procured by the unapproved vendor. The Insurance Fee is non-refundable. Dickey's did not collect any Insurance Fees during the last fiscal year ending May 31, 2017.

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	5% of Net Sales	Payable weekly on the Monday following the calendar week to which such payments relate	See footnotes (1), (2) and (3).
Marketing Fund	4% of Net Sales for Restaurants located in venues other than non-traditional venues 2% of Net Sales for Restaurants located in non-traditional venues	Payable weekly on the Monday following the calendar week to which such payments relate	See footnotes (1), (2), (3) and (10).
Technology Support Fee	\$99 per month	Payable with the first weekly payment each month	May vary with required technology and desired level of support
Smokestack Sales Reporting System Software Fee	\$58 per month for the first Restaurant plus \$40 per month for each manager with access to the system; \$100 annual infrastructure support fee per Restaurant	Payable monthly or as agreed	See footnote (11) and Items 5, 8 and 11.
Spark Online Ordering Fee	\$95 per month	Payable monthly or as agreed	See footnote (12) and Items 5, 8 and 11.
Spark Credit Card Processing Fee	\$0.01 per online order	Upon invoice	See footnote (12) and Item 11
Epson Printer	\$500	Upon invoice	See footnote (12) and Items 5, 8 and 11.
Insurance	Premiums vary depending on location	As agreed or upon billing	We have the right to obtain insurance for your Restaurant at your expense for premium if you fail to purchase or renew your required insurance and provide proof of coverage to us. See footnote (4).

Type of Fee	Amount	Due Date	Remarks
Unapproved Insurance Vendor Review Fees	\$350 for costs of reviewing insurance coverages procured by proposed vendor; additional \$150 for each subsequent review of insurance coverages due to insufficient coverage or changes	Upon invoice	Payable if Dickey's approves your request to purchase require insurance from an unapproved insurance agent/broker or provider. See Item 8.
Training Instruction and Materials	\$1,150 for each Owner/Operator and any other individual(s) you designate and Dickey's approves to attend initial training; \$1,750 for online and onsite training for up to 3 managers, which includes manager certification; and \$200 for training of any successor or replacement manager and manager certification	See footnotes (1) and (5).	See footnotes (1) and (5).
Audit	Cost of audit plus interest	30 days after billing	Payable only if audit shows understatement of at least 2% of Net Sales for any month. See footnotes (1), (3), (6) and (7).
Site Evaluation Fee and Costs	All of Dickey's reasonable costs and expenses plus a site evaluation fee of \$1,000	30 days after billing	Dickey's provides 3 on-site evaluations for your Restaurant at no charge to you. See footnotes (1) and (8).
Product and Service Purchases	Varies	Upon invoice	You will buy certain products and services from Dickey's, its affiliates, designated and approved vendors whose items meet Dickey's standards and specifications, and/or other suppliers in the industry (See Item 8)

Type of Fee	Amount	Due Date	Remarks
Testing	The cost of inspection and testing	Upon billing	This covers Dickey's' costs and expenses for testing samples of food or non-food items from your inventory or your Restaurant, or to inspect and test the facilities and products of an unapproved supplier
Inspection	The cost of inspection and correcting any deficiencies	Upon billing	Dickey's reserves the right to charge you for the costs of any inspections if Dickey's detects deficiencies in your Restaurant. Dickey's (or its representatives and agents) have the right (but not the obligation) to correct any deficiencies at your expense
Replacement or Update of the Manuals or other forms used in running the Restaurant	Actual cost of replacement or update and delivery of Manuals or other forms necessary for running your Restaurant	Upon invoice	Payable to Dickey's or its designated vendor if Dickey's makes arrangements for automatic delivery to you of the revised Manuals and/or forms
Transfer	Greater of \$15,000 or Dickey's reasonable costs and expenses	5 days prior to confirmation of transfer	Payable to Dickey's when you transfer the franchise or your ownership. No charge for transfer to an entity which you control; we may defer, reduce or waive the fee for transfer of a distressed Restaurant. See footnotes (1) and (6).
Renewal	\$15,000	5 days prior to commitment of 10-year renewal term	Payable to Dickey's if you elect to renew your franchise prior to expiration of initial 20-year term. See footnote (1) and (6).

Type of Fee	Amount	Due Date	Remarks
Securities Offering Review	\$1,000 or Dickey's costs incurred for review of offering materials, whichever is greater	Upon invoice	Payable if you engage in a public or private securities offering that includes a prospectus or offering memorandum that Dickey's reviews
Management Fee	5% of Net Sales, plus pass through costs and expenses	Payable monthly	Only payable if Dickey's or an affiliate operates the Restaurant after your death or disability. See footnotes (1) and (3).
Indemnification	Actual legal fees, costs and expenses	Upon billing	Payable if and when we defend a claim for which you indemnify us under the Franchise Agreement, or we incur costs to collect amounts due from you under the Franchise Agreement.
Interest	15% or maximum rate allowed by law, whichever is less	Upon billing	See footnotes (1) and (6).
Late Fee	Actual legal fees, costs and expenses	Upon billing	Payable on all overdue amounts as an administrative fee to compensate us for our increased costs and expenses
Insufficient Funds Processing Fee	\$35	Upon billing	Payable if you have insufficient funds in your account, or, if you pay by check, a check is returned for insufficient funds
Legal	Actual legal fees and expenses	Upon billing	Incurred only if a court determines you have breached the Franchise Agreement. See footnotes (1) and (9).

Type of Fee	Amount	Due Date	Remarks
Termination	Liquidated Damages equal to the present value of your Royalty for the number of months remaining in the term of the Franchise Agreement, not to exceed 60 months	Upon billing after termination	See footnotes (2), (3) and (13).

Footnotes:

(1) Except for the Royalty, these fees are uniformly imposed for all new franchisees, are collected by and payable only to Dickey's, and are nonrefundable.

(2) You are required to pay to Dickey's a royalty fee equal to 5% of Net Sales of the Restaurant and a contribution to the Marketing Fund equal to 4% of Net Sales (unless the Restaurant is located in a non-traditional venue, in which case the Marketing Fund contribution will equal 2% of Net Sales) for each calendar week period (the "Sales Period"). These payments are electronically drafted from your account by ACH transfer based upon your statement certifying Net Sales for the Sales Period. We may negotiate these fees when the circumstances warrant such negotiation.

(3) "Net Sales" includes all revenue from the sale of food, beverages, services and products from in-store dining, carry-out, on-line orders, delivery, third-party voucher sales, catering, and otherwise, including the sale of food and beverages (both alcoholic and non-alcoholic), redemption of gift cards, and merchandise (e.g., bottled barbecue sauce, packaged food products, T-shirts, sweatshirts, caps, watches, etc.) and all other income of whatever nature or kind relating to the Restaurant, whether for cash or credit and regardless of collection in the case of credit; provided, that Net Sales excludes sales tax or other taxes collected from customers by you and paid to the appropriate taxing authority, employee meals and discounts for meals purchased with promotional coupons approved by Dickey's.

(4) If you, for any reason, fail to obtain or maintain the insurance required by each Franchise Agreement entered into between Dickey's and you, as these requirements may be revised by Dickey's in the Manuals or otherwise in writing, Dickey's has the right and authority (but not the obligation), to immediately obtain such insurance and to charge the same to you, which charges, together with a reasonable fee for Dickey's expenses in so acting, will be payable by you immediately upon notice. Insurance costs are non-refundable. Insurance coverage requirements are uniformly imposed on all new franchisees. However, the costs of this coverage may not be uniform for all franchisees because premiums may vary according to the insurer, marketplace conditions, the location of the insured's premises, the insurance requirements of applicable law and other factors. These costs will not be collected or imposed in whole or in part on behalf of any third party by Dickey's, and are payable to the applicable insurer or agent.

(5) Dickey's reserves the right to charge a fee for training instructions, manuals and materials of \$1,150 per person for each Owner/Operator and any other individual(s) you designate and Dickey's approves to attend Barbecue University in Dallas, Texas, to be paid when you register for the initial training program. You must also pay \$1,750 to Dickey's for

online and on-site training of up to 3 managers before the Restaurant opening, which includes manager certification, to be paid at least 30 days before the Restaurant opening. If you are an existing Dickey's franchisee and your Owner/Operator has already attended Barbecue University and completed the initial training program to our satisfaction, you are only required to pay a non-refundable Training Fee of \$1,750 to Dickey's at least 30 days before the Restaurant opening. If more than 3 trainees attend on-site training and will be certified, you will incur an additional training fee of \$175 per person for manager certification. You must also pay \$200 for training any successor or replacement manager, which includes manager certification.

(6) Interest is charged when any of the Royalty, Marketing Fund contribution, transfer or renewal fee payments, or any other sum due to Dickey's is not paid when due or an audit reveals underpayments based on incorrect Net Sales.

(7) Although audit costs are uniformly imposed on all franchisees subject to this Disclosure Document, the cost of each audit may not be the same for each franchisee. Audit costs will vary depending on factors such as the audit firm utilized, billing arrangements and time spent to complete the audit.

(8) Although site evaluation costs are uniformly imposed on all franchisees subject to this Disclosure Document, for each additional site evaluation in excess of the three site evaluations provided by Dickey's at no cost, the cost of each such additional site evaluation may not be the same for each franchisee. Site evaluation costs will vary depending on factors such as the location of the franchisee, travel expenses and duration of the site visit.

(9) Legal fees and expenses will vary depending on factors such as the nature of the legal matter, venue and the complexity of the legal matter.

(10) Dickey's may require that you participate in an approved local or regional advertising cooperative with certain other franchisees. If you are required to participate in a Dickey's-approved advertising cooperative, a certain percentage of your Marketing Fund contribution will be applied towards the local or regional advertising, marketing and promotions targeting the geographic area in which your Restaurant is located. Under the terms of Dickey's current standard cooperative advertising agreement, fees are not assessed by the advertising cooperative. For additional information, see Item 11, Paragraph C, titled "Advertising".

(11) These fees are payable to our affiliate, Spark (see Item 1). If you own and operate more than one Restaurant, the fee for your second and any additional Restaurants is \$40 per month. You may elect to pay the direct manager access fee in a lump sum, in which case the fee will be discounted by 10%. Spark reserves the right to change the fees and institute new fees for the use of the Smokestack sales reporting system. Any changes and new fees will become effective on 30 days' notice.

(12) These fees are payable to our affiliate, Spark (see Item 1). You must also pay interest to Spark on overdue amounts at the maximum rate allowed by law or 1.5% per month. You must purchase an Epson printer for use with the Spark Online Ordering system from Spark or an approved supplier. Spark reserves the right to change the fees and institute new fees for the use of the Spark Online Ordering system, including required or optional new features and services. Any changes and new fees will become effective on 60 days' notice.

(13) Unless otherwise indicated in writing from Dickey's, and to the extent permitted by applicable law, you must pay to Dickey's in a single lump sum payment, as liquidated

damages and not as a penalty, after early termination of the Franchise Agreement, liquidated damages equal to the lesser of: (i) the royalty fees for the number of months remaining in the term of the Franchise Agreement (or the renewal term, if applicable); or (ii) the royalty fees for 60 months. This calculation of royalty fees is based on the monthly average of the royalty payable to us. If the Franchise Agreement terminates after the second year of the term, then liquidated damages shall be calculated based upon the average monthly Net Sales of your Restaurant reported for the 12 months preceding termination. Liquidated Damages are the present value of the annuity represented by the Royalty for the months remaining in your Franchise Agreement term assuming these average Net Sales, without adjustment for inflation. The discount rate for calculating present value is 110% of the long term Applicable Federal Rate for monthly compounding published by the Internal Revenue Service immediately prior to termination. If your Restaurant has not yet opened, or has not been open for at least 24 months at the time of termination, the average monthly Net Sales used to calculate Liquidated Damages will be based upon the average monthly Net Sales of all Dickey's Restaurants for the preceding fiscal year as determined from the audited financial statements of Dickey's published in its Franchise Disclosure Document. An example of these calculations is included in the Operations Manual. Both assume an aggregated monthly average of the Royalties paid each week, and that Royalties represent 63% of the "Operating Income" revenue line in our audited financial statements.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT					
TYPE OF EXPENDITURE	AMOUNT ⁽²³⁾		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	NON-TRADITIONAL CONVERSION	RESTAURANT OR RETAIL SPACE / SHELL BUILDING CONVERSION			
Architectural Plans ^{(2), (14)}	\$9,000 - \$11,500	\$9,000 - \$11,500	Installment	\$5,000 Deposit due within one business day after the "orientation call" with us for your Restaurant; remainder due as invoiced by Architect	Architectural Firm
Alternate Architect or General Contractor Fee ^{(2), (13)}	\$0 - \$750	\$0 - \$750	Lump Sum	As Incurred	Dickey's
Permits ^{(6), (14)}	\$500 - \$13,000	\$500 - \$13,000	Lump Sum	As Incurred	State or Municipal Agencies
Leasehold Improvements ^{(3), (14)}	\$30,000 - \$90,000	\$100,000 - \$215,000	Negotiable	Negotiable	Landlord/ Contractors

YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT					
TYPE OF EXPENDITURE	AMOUNT ⁽²³⁾		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	NON-TRADITIONAL CONVERSION	RESTAURANT OR RETAIL SPACE / SHELL BUILDING CONVERSION			
Furniture, Fixtures, Equipment, and Cargo/Mini Van ⁽⁴⁾ , ⁽¹⁴⁾	\$10,000 - \$21,000	\$99,760 - \$122,980	Lump Sum	\$2,100 Deposit due within one business day after the "orientation call" with us for your Restaurant; remainder due as invoiced by Equipment Vendor	Vendor/Contractors
Graphics ⁽⁵⁾	\$2,000 - \$9,000	\$7,000 - \$14,000	As Arranged	As Incurred	Vendors
Signage ⁽⁵⁾	\$2,000 - \$8,000	\$7,000 - \$10,000	Installment	\$1,000 Deposit due within one business day after the "orientation call" with us for your Restaurant; remainder due as invoiced by Sign Vendor	Sign Vendor
Point of Sale Computer and Technology in A Box	\$14,700 - \$16,700	\$14,700 - \$16,700	Lump Sum	As Incurred	POS/TIBS Vendor
Tenant Improvements ⁽²⁰⁾	(\$0 - \$100,000)	(\$0 - \$100,000)	As Arranged	As Incurred	Vendors
SUB-TOTAL (Construction) ⁽²¹⁾	\$68,200 - \$69,950	\$237,960 - \$303,930			
Franchise Fee ⁽¹⁾ , ⁽¹³⁾	\$15,000	\$20,000	Lump Sum	Execution of Franchise Agreement	Dickey's
Lease Deposits ⁽¹⁴⁾ , ⁽¹⁵⁾	\$3,500 - \$8,000	\$3,500 - \$11,000	Lump Sum	As Incurred	Landlord/Utilities
Training ⁽¹⁶⁾	\$1,750 - \$2,900	\$1,750 - \$2,900	As Arranged	\$1,150 due upon Training Registration; \$1,750 due at least 30 days prior to opening	Dickey's

YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT					
TYPE OF EXPENDITURE	AMOUNT⁽²³⁾		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	NON-TRADITIONAL CONVERSION	RESTAURANT OR RETAIL SPACE / SHELL BUILDING CONVERSION			
ServSafe Training ⁽¹⁷⁾ , (14)	\$0 - \$185	\$0 - \$185	As Arranged	Upon Training Registration/As invoiced by ServSafe Instructor	Dickey's/ ServSafe approved instructor
Opening Inventory and Services ⁽⁸⁾ , (14)	\$4,500 - \$5,000	\$4,500 - \$5,000	Lump Sum	Vendors' Terms/As Incurred	Vendors/Dickey's
Additional Funds – 3 Months ⁽⁹⁾ , (14)	\$15,000 - \$34,000	\$15,000 - \$34,000	Cash	As Needed	Various Payees
Insurance ⁽⁷⁾ , (14)	\$8,000 - \$12,000	\$8,000 - \$12,000	Annually	Annually	Insurance Agents
Restaurant Opening Promotion ⁽¹⁰⁾ , (14)	\$5,000	\$8,000	Cash	60 Days Prior to Opening	Dickey's
Professional Fees ⁽¹¹⁾ , (14)	\$0 - \$3,000	\$0 - \$3,000	As Arranged	As Arranged	Vendors
Closing and Finance Costs ⁽¹²⁾ , (14)	\$0 - \$20,000	\$0 - \$20,000	As Arranged	As Arranged	Lender
Smokestack Sales Reporting System Software Fee ⁽¹⁸⁾	\$319	\$319	As Arranged	Monthly	Spark
Spark Online Ordering Fee ⁽¹⁹⁾	\$410	\$410	As Arranged	Monthly	Spark
Epson Printer ⁽¹⁹⁾	\$500	\$500	Lump Sum	As Incurred	Vendors/Spark
SUB-TOTAL (Other Start-Up Expenses)	\$53,979 - \$106,314	\$51,979 - \$117,314			
TOTAL⁽²³⁾	\$122,179- \$176,264	\$289,939 - \$421,244			

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) You are required to use an architect and general contractor Dickey's approves for the planning, design and construction of your Restaurant. These amounts are estimated

costs for acquiring and adapting Dickey's prototype plans for use in connection with each proposed Restaurant. If you request an alternate architect or general contractor, you must pay Dickey's a non-refundable evaluation fee.

(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 and Restaurant/Retail Conversion or Shell Building Finish-Out Restaurant, as applicable, described in footnote (22) below. 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, chandelier lighting, cabinets and decor items required for a Restaurant, costs for the Point-of-Sale system and our proprietary Technology in A Box and Smokestack 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 cargo/mini van (with Dickey's "wrap") and smallwares, catering equipment, and a barbecue cooking system. These figures can vary substantially. Costs at the low end of this estimate assume existing useable 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. A portion of the Day One Deposit referenced in Item 5 is applied to these costs.

(5) These amounts 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. A portion of the Day One Deposit referenced in Item 5 is applied to these costs.

(6) 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.

(7) 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 (or any non-subscription alternatives), liquor liability, auto liability, employment practices liability insurance, data privacy/cyber liability. The amount of such premiums will vary widely based upon state insurance markets, number of employees, and other factors.

(8) 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, current market conditions, and local suppliers' terms.

(9) The amounts stated 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, or that the period of time during which the Restaurant operates with negative cash flow will not be longer than anticipated. You should arrange for additional capital resources to be available to you if your initial investment expenses exceed this estimate. This estimate also reflects the cost of your Owner/Operator and two Restaurant managers to attend and complete the initial training (but excluding the fees described in footnote 16 below). These amounts include estimated transportation costs, the cost of lodging and meals, employee wages (but no salary for the Owner/Operator), and incidental expenses. Your costs may be greater depending upon your distance from the Dallas-Fort Worth, Texas metropolitan area and the lodging and meals chosen, and your employee wages.

(10) 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 or national advertising, marketing materials and promotional support during the first six months of the operation of your Restaurant). An accounting of the sums spent by Dickey's in connection with your opening promotion will be provided at your request. 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.

(11) These amounts include \$400 - \$600 per month payable to a third party accounting firm for accounting services during your first 3 months of operating the Restaurant. The remainder of these amounts only apply if you choose to employ professionals to review this Disclosure Document and assist you in your organization and formation and are Dickey's best estimate of legal and accounting fees associated with such costs and expenses. Your actual costs may vary substantially depending on difficulties encountered, the individual professionals utilized and organizational structure chosen. These fees assume you use the same legal entity for the second Restaurant.

(12) These amounts only apply if you choose to finance certain costs related to opening the Restaurant (including any finish-out or renovation costs and equipment, inventory and working capital) with a third-party lender. These amounts are not payable to Dickey's and will vary depending on the terms of the financing you negotiate with your lender and the fees, costs and expenses incurred by lender and any other party involved in the financing. All amounts are estimates only based upon Dickey's experience to date.

(13) These amounts are non-refundable.

(14) These amounts may or may not be refundable depending on the nature of the expenditure and your arrangement with the supplier.

(15) The amounts provided are based on Restaurants located within shopping centers, free standing structures or non-traditional settings as the footprint size for a Non-Traditional Conversion, Restaurant Conversion, Retail Space Conversion or Shell Building Finish-Out Restaurant, as applicable, described in footnote 23 below.

(16) This amount represents the fee assessed by Dickey's for its initial training program which your Owner/Operator and two Restaurant managers are required to complete. It also includes the cost of training manuals. If this is your first Restaurant, the training fee is \$1,150 for each Owner/Operator and any other personnel attending Barbecue University in Dallas, Texas and \$1,750 for online and on-site training of up to 3 individuals at least 30 days before the Restaurant opening which includes manager certification and/or Barbecue University Online. If you are an existing Dickey's franchisee and your Owner/Operator has already attended Barbecue University and completed the initial training program to our satisfaction, you are only required to pay a non-refundable Training Fee of \$1,750 to Dickey's at least 30 days before the opening of the Restaurant. The training fee does not include any costs for uniforms (which you are required to purchase from Dickey's approved supplier), or any additional costs or expenses incurred by your trainees in connection with the initial training program including costs of travel, lodging, meals, and wages. If more than 3 trainees attend on-site training and will be certified, you will incur an additional training fee of \$175 per person for manager certification.

(17) This estimate assumes that your Owner/Operator and two other managers attend and complete training from a ServSafe-approved instructor and that you do not attend ServSafe training as part of Barbecue University in order to become ServSafe certified. The current cost of ServSafe training is approximately \$145 per person online or \$185 per person for an instructor led class.

(18) This estimate includes your required subscription to Spark's Smokestack sales reporting system and assumes that you operate one Restaurant and purchase access to the system for one manager. This amount is for the subscription and infrastructure support fees for a 3-month period. These fees will increase if you purchase access to the system for multiple managers or you operate multiple Restaurants.

(19) This estimate includes your required subscription to Spark's Online Ordering system and assumes that you operate one Restaurant. This amount includes the \$125 installation fee and the subscription fees for a 3-month period. Additionally, an Epson printer is a required component of the Spark Online Ordering system, and must be purchased from Spark or an approved supplier (currently, CDW Direct, LLC).

(20) This amount represents an allowance or credit a landlord typically provides to offset the remodeling and build-out costs you will incur to conform your site for the Restaurant location. The amounts included in the table are the low-end and high-end of the allowances or credits provided by landlords to existing Dickey's franchisees during the prior calendar year.

(21) The range for the subtotal of construction costs represents the estimated construction costs minus the range of allowances or credits provided by landlords for tenant improvements.

(22) Dickey's has relied on its recent experience to compile these estimates. We cannot assure you that you will incur the same costs in your market. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The Initial Investment estimates relate to a single Restaurant in each listed category. Each additional Restaurant developed under a Development Agreement will require a similar level of investment.

(23) This table provides estimates of your initial investment for a Dickey's Restaurant constructed using Dickey's current prototype plans and specifications having 40-50 seats for dining depending upon the square footage of the Restaurant premises under a single unit Franchise Agreement. If you decide to incur additional costs to develop your Restaurant design that varies from our prototype, or you select a location where the landlord requires that you make design changes that incur costs that exceed our estimates, even if we approve the variation or changes, you are responsible for the additional costs and their impact on the performance and finances of your restaurant. For purposes of this table, a "Non-Traditional Conversion" means a conversion of an existing food service facility located within a convenience store, food court or other "non-traditional" setting containing 400 to 600 square feet. A "Restaurant Conversion" means the conversion of a previously finished out, equipped restaurant facility containing approximately 1,800 to 2,200 square feet. A "Retail Space Conversion" means the conversion of previously finished out retail "white space" not equipped with restaurant facilities and containing approximately 1,800 to 2,200 square feet. "Shell Building Finish Out" means unfinished retail space in a "shell" condition, typically located within a retail strip center and containing approximately 1,800 to 2,200 square feet. The table assumes in all cases that you will lease the location of your Restaurant. We do not estimate the cost of new construction, free standing restaurants.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Approved Suppliers

You must purchase your barbecue sauce (batch and prepackaged), barbecue seasonings, salad dressings, pre-made salads, side dishes, bread, produce, proteins, spices and other ingredients for proprietary recipes from approved suppliers. Dickey's does not permit franchisees to contract with any alternative suppliers for the products described in this paragraph, nor does it issue specifications for these items. If you fail to make any of the required menu items available for sale in the Restaurant, Dickey's may direct its approved supplier(s) to deliver, at your expense, a reasonable quantity of the required menu item(s) based upon the sales volume of the Restaurant.

You must also purchase your food products, paper stocks, uniforms, collateral marketing materials, and other supplies only from approved suppliers under the standards and specifications prescribed in the Manuals or otherwise identified in writing by Dickey's. Dickey's has developed a list of approved suppliers for these items. You may request that Dickey's approve alternative suppliers.

Dickey's requires that you purchase and utilize its approved point of sale system and related hardware and software (currently, the Aloha Point-of-Sale system with the Smokestack information management system), and may require franchisees to utilize point of sale and restaurant operating hardware and software programs in the future that replace or add to the point of sale system then approved and required for use in Restaurants. (See Item 11)

Dickey's has developed a list of approved suppliers for the approved point of sale system and related software and hardware. In addition to the Technology in a Box support system described below, Dickey's may require you purchase from approved suppliers and use point of sale systems, operations, catering, back office, accounting, customer service, credit card and gift card processing, loyalty program processing, on-line ordering and delivery, and other hardware and software in the operation of your Restaurant. You must use an approved supplier for credit card and gift card processing (currently, Chase Paymentech).

In addition, Dickey's may require you to purchase and utilize any upgrades, additions, enhancements or replacements of the hardware or software, some or all of which are developed and licensed by or on behalf of Dickey's or an affiliate, or otherwise required by Dickey's at such cost as Dickey's or its approved vendors make such upgrades, additions, enhancements, and replacements available to franchisees (See Items 6 and 11). Dickey's does not permit franchisees to contract with any alternative suppliers of computer hardware and software for use with or in the Restaurant, nor does it issue specifications for these items. Subject to Dickey's approval, you may use standard, off the shelf general business applications software such as Microsoft Office obtained from an authorized reseller for use in the franchised Restaurant. You must install and maintain internet services in the Restaurant that comply with Dickey's then current standards for bandwidth and speed.

Dickey's has contracted with a supplier for you to obtain the Technology in a Box support system ("TIBS") that you will purchase from Dickey's supplier. This TIBS system costs approximately \$8,500 for installation and the required hardware and software. The TIBS system includes application software that provides frequent reports to you and Dickey's on store operations, a wi-fi hot spot for Restaurant customers while on premises, and other features, operational functions, marketing benefits, and applications as may be determined by Dickey's. See Item 11.

You must purchase or lease all of your equipment, including barbecue pits and pellets, under any specifications prescribed in the Manuals. These specifications include standards for temperature, design and performance, and are based on Dickey's sole judgment and discretion, based on the experience of the company-owned Restaurants and Dickey's experience as a franchisor. Dickey's has developed a list of approved equipment suppliers; however, you may purchase this equipment from any supplier approved by Dickey's.

You must purchase all of your fixtures, furnishings, and interior design finishings only from approved suppliers under the standards and specifications prescribed by the plans obtained from an approved architect or otherwise identified in writing by Dickey's. Dickey's has developed a list of approved suppliers for these items. You may request that Dickey's approve alternative suppliers.

Certain paper and food products you use in the operation of the Restaurant are manufactured or purchased for redistribution by Wycliff. The tables, beverage bar and serving line components, merchant rack, wainscoting, and Hickory wood pellets you use in the design, build-out, construction and operation of the Restaurant are manufactured or purchased for redistribution by Stanford Sonoma.

You must use an architect we approve for the planning and design of your Restaurant. Dickey's will provide you with a list of approved architectural firms. If you prefer to use an architect that is not on our approved list, you must, within 30 days of executing the Franchise Agreement, submit the architect's information and your contract for Dickey's prior approval. We may

withhold our approval if we determine that your proposed architect does not demonstrate the experience, credentials or qualifications for a project such as your Restaurant, or our prior experience with the architect has not been satisfactory. Any franchisee requesting an alternate architect must submit its proposal to Dickey's along with a non-refundable evaluation fee (see Item 5) and Dickey's then current form of agreement for alternate architects executed by the alternate architect in order to have the proposal evaluated. You will be required to independently and at your own expense have the design plans and specifications adapted for the finish-out or renovation of your Restaurant by a Dickey's-approved architect in compliance with all applicable federal, state or local laws and ordinances. Dickey's reserves the right to require you to use one of Dickey's then-current approved architects, if your architect fails to adapt Dickey's prototypical design plans and specifications to our satisfaction or fails to meet the development timeframe in your Franchise Agreement.

You must use a general contractor we approve for the construction of the Restaurant. If you prefer to use a general contractor that is not on our approved list, you must, within 30 days of executing the Franchise Agreement, submit the general contractor's qualification information to Dickey's along with a non-refundable evaluation fee (see Item 5). In order to be approved, the general contractor must execute Dickey's then current master service agreement with Dickey's, which provides for paying you damages if the contractor does not finish the work on time and requires that certain terms be included in the contract executed between you and the general contractor and which may require the general contractor to pay an additional fee for its approved status. At any time during construction, Dickey's reserves the right to withdraw approval of your general contractor and require you to use one of Dickey's then-current approved general contractors if your contractor fails to complete construction to our satisfaction or fails to meet the development timeframe in your Franchise Agreement. You must take steps to remove any unapproved general contractor from the construction site within 48 hours of receiving written notice from Dickey's.

You must use an accounting firm we approve to provide comprehensive accounting services for your Restaurant. We reserve the right to require you to use our affiliate, ProfitHike, for these services. Currently, ProfitHike is an approved accounting firm. If you prefer to use an accounting firm that is not on our approved list, you must submit the accountant's information and your contract with the accounting firm for Dickey's prior approval. We may withhold our approval if we determine that your proposed accountant does not demonstrate the experience, credentials or qualifications necessary to provide accounting services for your business and the System.

You must subscribe to any third-party on-line ordering or delivery services (which may require you or the third party to provide the delivery services) that Dickey's has approved and may be available to provide services in your area. Spark is the currently approved vendor for on-line orders placed through the website maintained by Dickey's. For other delivery services, Dickey's will provide you with a list of currently approved vendors in your area. Dickey's may require you to participate in third-party discount voucher programs (i.e. Groupon or Living Social) that have been approved by Dickey's. You may not use any third-party on-line, delivery, or voucher company that has not been approved by Dickey's. Dickey's may add or remove vendors from the approved list at any time. Dickey's may also provide you with written guidelines governing the minimum standards and specifications of certain products, services and equipment which you procure from unrelated third parties. These standards and specifications may be set forth in the Manuals. Dickey's may modify these standards and specifications, as well as the other standards and specifications discussed in this Item 8, by providing you with written notification.

Dickey's requires all franchisees to execute a Smokestack Customer Agreement with Spark for a subscription which allows you to access to the Smokestack sales data collection and reporting system. Dickey's requires all franchisees to execute a Spark On-Line Services User Agreement with Spark for a subscription which allows you to access to the Spark Online Ordering system. Currently, an Epson printer is a required component of the Spark Online Ordering system, and must be purchased from Spark or an approved supplier (currently, CDW Direct, LLC). Dickey's reserves the right in the future to designate Dickey's, an affiliate or a supplier in which an officer of Dickey's owns an interest, as an approved supplier for additional items.

Dickey's requires all franchisees to obtain and maintain certain insurance coverage within thirty (30) days after the execution of the lease for the Restaurant. Franchisee must obtain all required insurance policies solely from insurance agents/brokers or other providers approved by Dickey's (including a Dickey's affiliate or subsidiary). Dickey's may or may not receive compensation or other economic benefits from these approved insurance agents/brokers or other providers. If you desire to purchase the required insurance policies from an unapproved insurance agent/broker or provider, you shall submit to Dickey's a written request for such approval. If approval is granted by Dickey's for the use of an unapproved insurance agent/broker or other provider, you shall pay to Dickey's a \$350 fee to cover the costs of reviewing the Coverages procured by the unapproved vendor. Should Dickey's review of the procured Coverages determine that the unapproved vendor procured insufficient Coverages, you must procure the Coverages identified by Dickey's within 7 business days upon receiving notification from Dickey's. Additionally, you shall pay Dickey's an additional \$150 fee to review these subsequent changes (and a \$150 fee to review in the event that any additional changes are necessary).

Such policy or policies shall be written by an insurance carrier or insurance carriers with a Best's Insurance Guide rating of "A" or better, and shall include, at a minimum, the following:

- A. Commercial general liability insurance, with bodily injury, property damage, and advertising and personal injury coverage parts. The medical payments coverage part shall have a per occurrence liability limit of \$5,000.00 per Restaurant location. The commercial general liability policy shall have a minimum per occurrence liability limit of \$1,000,000 per Restaurant location and a general aggregate liability limit of \$2,000,000 per Restaurant location.
- B. Crime (inside/outside) and employee dishonesty insurance with a minimum per occurrence liability limit of \$10,000 per Restaurant location for inside crime and a minimum per occurrence liability limit of \$10,000 per Restaurant location for outside crime. Employee dishonesty coverage shall have a minimum per occurrence liability limit of \$50,000 per Restaurant location.
- C. Worker's compensation insurance in amounts provided by applicable law
- D. Automobile liability insurance coverage for owned, non-owned, and hired vehicles with a liability limit of not less than \$1,000,000 combined single limit (which shall include coverage for your delivery, including home delivery, if applicable, and catering operations).
- E. Liquor liability insurance if you sell alcoholic beverages at your Restaurant, with a minimum per occurrence liability limit of \$1,000,000 per Restaurant location.

- F. Building and personal property insurance coverage for physical loss or damage to personal property and real property including the leasehold improvements, at each Restaurant location. The coinsurance percentage shall not be less than eighty percent (80%).
- G. Umbrella liability insurance over the above described general commercial liability, liquor liability, automobile liability, products/completed operations, and employer's liability insurance coverage parts with a per occurrence limit of \$1,000,000, and an aggregate limit of \$1,000,000 per Restaurant. The umbrella policy shall be written on an occurrence reporting basis.
- H. Employment practices liability coverage in such form and amounts required by Dickey's and with coverage limits of not less than \$1,000,000. This policy must include coverage for third party claims. In addition, the policy must have a sublimit for defense costs relating to wage and hour claims.
- I. Data Privacy/Cyber Liability Insurance, including first party coverage (forensics investigation, notification, credit monitoring, loss of business income, crisis management) and third party coverage, with coverage limits of no less than \$1,000,000.
- J. Any insurance which may be required by statute or rule of the state or locality in which your Restaurant will be operated.
- K. For the period of any construction, finish-out, renovation, refurbishment or remodeling of your Restaurant, you or your approved general contractor shall maintain builder's all risk insurance and performance/completion and payment bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to Dickey's.
- L. Additional insurance coverages, together with waivers of subrogation, exclusions, endorsements, naming of additional insureds and notice provisions for all insurance policies, that may reasonably be specified by Dickey's in accordance with standards and specifications set forth in the Manuals or otherwise in writing.

You may not have any deductible, self-insured retention or self-funded retention for any of these coverages in excess of the amount approved by Dickey's, which may require first dollar coverage for some of this insurance without a deductible or a self-insured retention. Within thirty (30) days after the execution of the lease for the Restaurant and, thereafter, at least sixty (60) days prior to the expiration of any such policy, you shall deliver to Dickey's certificates of insurance indicating the contracted for insurance coverages as well as the description of special provisions (e.g. additional named insured status). You shall also provide a binder, declarations page, or confirmation of insurance, describing and confirming the coverages afforded by the required policies described above upon request.

Approval of Alternate Suppliers

We reserve the right at our discretion to approve suppliers and to revoke the approval of any supplier. We will notify you in writing when an approval of a previously approved supplier has been revoked. We must approve alternative suppliers in writing before you use them. If you request approval of a new supplier, you must do so in writing, and must include pertinent information about the supplier, your reasons for the request, and a list of products to be supplied by the proposed supplier. If your request is approved or denied, we will notify you in writing

within 30 days. While Dickey's does not maintain written criteria for alternate suppliers, upon request, Dickey's will evaluate alternative suppliers based upon many factors such as their ability to meet our standards and specifications, meat and produce quality and freshness and dry goods quality, and based upon the supplier's financial position, business reputation, delivery performance, accessibility, credit rating, and other criteria. We may establish and revise approved supplier criteria as we deem appropriate and will make them available to our franchisees upon written request. Any charges incurred by Dickey's in connection with the testing and inspection of the proposed supplier's offering must be paid by the franchisee requesting such approval. Any franchisee requesting an alternate architect or general contractor must submit its proposal to Dickey's along with an evaluation fee and the alternate architect or general contractor must execute Dickey's required form of agreement. See Items 8 and 22.

Revenue from Franchisee Purchases and Payments from Designated Suppliers

During the 2017 fiscal year, Dickey's received no revenue or other material consideration from required purchases or leases by franchisees. During the 2017 fiscal year, our affiliate, Wycliff, received a total of \$22,119,583 from indirect purchases by franchisees of certain paper and food products. The information about Wycliff's revenue is from audited financial statements. During the 2017 fiscal year, our affiliate, Spark received a total of \$499,657 from the subscription fees paid by franchisees for use of the Smokestack sales reporting system and online ordering services. The information about Spark's revenue is from our consolidated audited financial statements. No other affiliates received revenue or other material consideration from required purchases or leases by franchisees.

Certain approved suppliers currently, or may in the future, pay to Dickey's (or an affiliate) compensation or otherwise credit the account of Dickey's (or an affiliate) in the form of sales incentives or rebates based on the purchases you may make from such suppliers. Currently, approved suppliers pay to Dickey's and its affiliates the following sales incentives and payments: (1) food and beverage items, paper goods and cleaning products: either (i) a flat amount per pound or case (or other specified measure) purchased by Dickey's franchisees or (ii) a percentage of the supplier's total sales to Dickey's franchisees; (2) credit card and gift card processing services: a flat amount per transaction processed; (3) firewood and pellets: a flat amount per case or bag purchased; (4) Restaurant equipment: a percentage of the supplier's total sales to Dickey's franchisees; and (5) insurance: a percentage of the insurance broker's commission realized on each policy purchased by Dickey's franchisees. During the 2017 fiscal year, Dickey's and its affiliates received a total of \$9,671,197 in credits and payments from these vendors.

Dickey's and its affiliates apply such sums to defray costs in discharging duties and obligations to Dickey's franchisees, to partially fund the Marketing Fund, and to generate revenues.

Percentage of Total Purchases Represented by Required Purchases

We anticipate that the required purchases and leases from approved suppliers will constitute the substantial majority of all purchases by you for the development and operation of the Restaurant. Dickey's estimates that up to 50% of your initial investment to establish and open the Restaurant shall be applied to required purchases and leases, and that up to 75% of your expenditures to operate the Restaurant shall be applied to required purchases and leases.

Cooperatives

There are no purchasing or distribution cooperatives, although Dickey's retains the right to establish them.

Negotiated Purchases

Dickey's and its affiliates negotiate volume discount arrangements with certain designated suppliers for Dickey's franchisees (including pricing and payment terms), based upon volume purchases by the System. These suppliers may require you to enter into separate contracts with them. The primary designated supplier is Sysco Corporation.

Material Benefit

Dickey's does not provide any material benefits to franchisees based upon their use of designated or approved suppliers. We reserve the right not to grant franchises or confer other benefits to any franchisee, for any reason or no reason, which may include the failure to follow and support the Dickey's System, including its recommended purchase of particular products or services or use of particular supplies.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

FRANCHISEE'S OBLIGATIONS			
Obligation	Disclosure Document Item	Article in Franchise Agreement	Article in Development Agreement
a. Site selection and acquisition/lease	Item 11	Articles 3 and 7	Article 3
b. Pre-opening purchases/leases	Items 7 and 11	Articles 7 and 8	Article 3
c. Site development and other pre-opening requirements	Item 11	Article 7	Article 3
d. Initial and ongoing training	Item 11	Articles 3, 8, 9 and 15	Articles 5 and 8
e. Opening	Item 11	Articles 3, 5 and 7	Article 3
f. Fees	Items 5 and 6	Articles 4 and 5	Articles 2, 5, 6, 7, 8 and 9
g. Compliance with standards and policies/operating manual	Items 8 and 16	Articles 3, 8 and 11	None

FRANCHISEE'S OBLIGATIONS			
Obligation	Disclosure Document Item	Article in Franchise Agreement	Article in Development Agreement
h. Trademarks and proprietary information	Items 13 and 14	Articles 1, 8, 10, 11 and 12	Articles 6, 7 and 8
i. Restrictions on products/services offered	Item 16	Article 8	Articles 5 and 6
j. Warranty and customer service requirements	Item 16	Article 8	Articles 9 and 15
k. Territorial development and sales quotas	Item 12	None	Articles 1, 3, 4 and 6
l. Ongoing product/service purchases	Item 8	Article 8	None
m. Maintenance, appearance and remodeling requirements	Items 16 and 17	Articles 2, 7, 8, 14 and 17	Article 6
n. Insurance	Item 7	Articles 8 and 14	None
o. Advertising	Items 6, 7 and 11	Articles 3, 5 and 8	Article 1
p. Indemnification	Item 11	Articles 9, 10, 15 and 20	Article 9
q. Owner'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

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.

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

As noted in Item 1, Development Corp. provides certain pre-opening and site selection and evaluation services on behalf of Dickey's to Dickey's franchisees, and Purchasing Corp. negotiates prices with approved suppliers for required products and services. However, Dickey's remains responsible for all of these services as required under the Franchise Agreement and Development Agreement.

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

Pre-Opening Obligations

Before you open your business, Dickey's, or its designated affiliate, will:

Designate your assigned territory. (Franchise Agreement - Article 1).

Integrate you into Dickey's "Phases and Stages" program, an integrated instructional/communications program to assist you in the planning, development and opening of your Restaurant, and in which you will be obligated to participate. (Franchise Agreement – Article 3).

Provide you with its site selection counseling and such other assistance as Dickey's deems advisable. (Franchise Agreement - Article 3).

Provide a site evaluation as Dickey's determines necessary. (Franchise Agreement - Article 3).

Accept or not accept a site for your Restaurant location. For additional information, see Item 11, "Site Selection". (Franchise Agreement - Articles 1 and 7).

Provide you with the contract information for Dickey's approved architect who is the only architect we have supplied with a set of prototypical architectural and design plans for a Restaurant. Dickey's must review and approve all plans and specifications for the finish-out or renovation of your Restaurant. Dickey's does not assist in conforming the prototype plans or your premises to local ordinances and building codes or in obtaining any required permits. (Franchise Agreement - Articles 3 and 7).

Provide you with the contract information for Dickey's approved general contractors for the finish-out or renovation of your Restaurant. (Franchise Agreement - Articles 3 and 7)

Provide you with a list of the accounting firms we approve to provide comprehensive accounting services for your Restaurant. (Franchise Agreement – Article 13)

Provide you with assistance and advice concerning equipment, signs, fixtures, supplies and will specify your opening inventory selection and purchasing in connection with the opening of the Restaurant, as Dickey's deems appropriate. See Item 8 regarding equipment, opening inventory and supplies provided by Dickey's or its approved suppliers and any written specifications for those items. Dickey's does not provide any of these items directly and will not deliver or install any such items. (Franchise Agreement - Article 3).

Provide an initial training program for two managers you designate and your Owner/Operator. For additional information, see Item 11, "Training." 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. (Franchise Agreement - Articles 3, 8 and 9).

Provide a single print copy of the Manuals; however, you may receive such print copy of the Manuals before you buy a Dickey's Barbecue Pit franchise if you first sign and return to us a Non-Disclosure Agreement in the form attached to this Disclosure Document as Exhibit G. You must strictly comply with the Operations Manual and other Manuals in operating the business. Dickey's has the right to revise the contents of the Manuals at any time. You must comply with all changes to the Manuals when you receive notice of them. (Franchise Agreement - Articles 3 and 11).

Provide you with a list of approved suppliers and preferred vendors, as set forth in the Manuals and other written directives as Dickey's deems appropriate. (Franchise Agreement - Articles 3 and 8).

Approve any advertising and promotional items to be used in connection with your "Restaurant opening" promotion, and provide you, at your expense, with at least one trained representative of Dickey's to provide on-site training, supervision and assistance around the time of your "Restaurant opening". For additional information, see Item 11, "Training". (Franchise Agreement - Articles 5 and 9).

Site Selection

Dickey's typically requires that you lease the Restaurant site. Generally, Dickey's does not own the Restaurant sites leased to its franchisees. The site for the Restaurant is selected by you, subject to the acceptance of Dickey's. The Restaurant may not be relocated without Dickey's prior written consent. Before you lease the site for the Restaurant, you are required to locate a site that satisfies the Dickey's site selection guidelines and submit to Dickey's or its designated affiliate, in the form specified by Dickey's, a description of the site, including evidence satisfactory to Dickey's demonstrating that the site satisfies Dickey's site selection guidelines, together with other information and materials that Dickey's may require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. You shall submit such information for the proposed site to Dickey's or its designated affiliate for its acceptance no later than 60 days after the execution of the Franchise Agreement. Dickey's will have 30 days after receipt of this information and materials from you to accept or not accept, in its sole discretion, the proposed site as the location for the Restaurant. You are required to acquire by lease, at your expense, the site for your Restaurant within 90 days after execution of the Franchise Agreement unless Dickey's decides, in its discretion, to extend such period. You must obtain the acceptance from Dickey's or its designated affiliate of any lease for the Restaurant premises prior to execution by you. If you fail to acquire a site for the Restaurant within the required period, Dickey's may, among other things, terminate the Franchise

Agreement upon notice to you and retain the Franchise Fee and any other fees you paid under the Franchise Agreement. You must request from the landlord the execution of the lease rider in the form attached to the Franchise Agreement. You shall furnish to Dickey's or its designated affiliate a copy of the executed lease, including the lease rider, for your Restaurant site within ten days of its execution. (Franchise Agreement - Articles 1, 3 and 7).

Dickey's or its designated affiliate will provide to you such site selection guidelines and such site selection counseling and assistance as Dickey's deems advisable. Dickey's guidelines for site selection require an evaluation of the building type, square footage and the functional utilities of the site. (Franchise Agreement - Articles 1, 3 and 7).

Dickey's or its designated affiliate will also provide on-site evaluation of a proposed site if Dickey's deems this to be necessary or in response to your request for site assistance; neither Dickey's nor its designated affiliate will provide on-site evaluation for any proposed site prior to the receipt of the materials required to be submitted to Dickey's or its designated affiliate as described above, including a letter of intent. Dickey's or its designated affiliate will provide up to three on-site evaluations for your Restaurant (and for each Restaurant under a Development Agreement) at no additional charge to you. Thereafter, if additional on-site evaluations are deemed necessary by Dickey's or its designated affiliate, on its own initiative or at your reasonable request, you must pay a fee of \$1,000 for each additional on-site evaluation and must reimburse Dickey's or its designated affiliate for all reasonable expenses in connection with such on-site evaluation, including the cost of travel, lodging, meals, and wages. (Franchise Agreement - Articles 1, 3 and 7).

Dickey's estimates that the time from execution of the Franchise Agreement to the commencement of operations of the Restaurant will be from six months to eight months. The actual time required may vary depending upon the time necessary to locate and then approve a site, financing, the permits and licenses necessary for the finish-out or renovation of the Restaurant and the operation of the Restaurant, the finish-out or renovation of the Restaurant as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, preparation of the interior and exterior of the Restaurant (including decorating, purchasing and installing fixtures, equipment and signs, and landscaping) and complete preparation for the operation of the Restaurant (including purchasing inventory and supplies). If you lease the site for the Restaurant, the finish-out or remodeling of your Restaurant must be completed within 120 days of the date you sign your lease. If you own the Restaurant premises, then the finish-out or remodeling of your Restaurant must be completed within 150 days of the effective date of the Franchise Agreement. You are obligated to open the Restaurant and commence business on or before the expiration of eight months following the execution of the Franchise Agreement, or according to the development schedule set forth in the Development Agreement, as applicable. (Franchise Agreement - Articles 1, 3 and 7).

Obligations After Opening

During your operation of the franchised business, Dickey's, or its designated affiliate, 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. Dickey's will not provide any assistance in hiring any of your employees;

but all employees must be able to perform the job responsibilities for the position. 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, preparation, and operational systems. (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. (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).

Provide you access, 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 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 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. Require the Owner/Operator and other personnel on site during an inspection to correct any standards deviations that may be discovered during the inspection. (Franchise Agreement - Article 3 and 8.22)

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; but, all employees must be able to perform the job responsibilities for the position. (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 director or Area Representative 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. 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 will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. 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.

Dickey's will spend the Restaurant Opening Promotion 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.

Dickey's has established and intends to maintain a URL website, 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 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, mobile apps appearing on smartphones or other electronic devices (including, for example, Android Marketplace or the Apple Store), or social media webpage to promote your Restaurant, except that you must participate in and maintain a Facebook page or other relevant social media platforms as the Dickey's marketing team determines under the name "Dickey's Barbecue Pit - [City, State]." (Franchise Agreement - Article 5). You must integrate messaging as the Dickey's marketing team determines on any page you maintain on a social media platform.

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 Council members are elected by franchisees in the Council member's region. In the event of a vacancy on the Council, Dickey's may appoint an interim representative to the Council to serve until the next election. 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).

Marketing Fund. Dickey's or its designee administers a marketing fund for the purpose of producing marketing materials for the System on a System-wide basis (the "Marketing Fund"). Sums from the Marketing Fund will not be applied towards Promotional and Pre-Opening

Expenses related to your Restaurant opening (including new store opening kits or related local advertising or promotional support). You are required to make a continuous contribution to the Marketing Fund in an amount equal to 4% of the Net Sales unless the Restaurant is located in a non-traditional venue, in which case the Marketing Fund contribution will equal 2% of Net Sales. As of the date of this Disclosure Document, all new franchisees under the System are required to contribute these percentages of their Net Sales towards the Marketing Fund. However, certain franchisees who executed older forms of Agreements or that operate in non-traditional franchise venues may contribute a lower percentage of their sales towards the Marketing Fund. The Marketing Fund is maintained and administered by Dickey's or its designee, in its sole discretion, as follows:

The Marketing Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks. Dickey's will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. DBP and PTI will contribute to the Marketing Fund on behalf of company-operated Restaurants at the same rate as franchised Restaurants that opened at the same time. In administering the Marketing Fund, Dickey's and its designees are not required to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

The Marketing Fund may be used by Dickey's (or its designee) in its sole discretion to satisfy or defray any and all costs of maintaining, administering, directing and preparing marketing campaigns, promotions and advertising, including the cost of preparing and conducting television, radio, internet/web-based, magazine, newspaper, and electronic media advertising campaigns; developing, implementing, and maintaining an electronic commerce website and/or related strategies; the cost of market research, costs of administering customer loyalty programs, direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies to assist therein; costs of Dickey's personnel and other departmental costs for advertising that is internally administered or prepared by Dickey's; costs associated with customer loyalty programs; costs of providing other advertising materials to Restaurants; and costs of maintaining national "1-800" customer and/or franchisee service telephone numbers if Dickey's elects to establish this service. All sums paid by you to the Marketing Fund will be maintained in a separate account by Dickey's or its designee and will not be used to defray any of Dickey's general operating expenses, except for such reasonable administrative costs, salaries and overhead, that Dickey's may incur in activities reasonably related to the administration or direction of the Marketing Fund and development and implementation of marketing programs for franchisees and the System. Any funds not spent in the fiscal year in which they accrue will be carried forward and used in connection with advertising activities conducted during the following fiscal year. The Marketing Fund will not be used by Dickey's for the targeted purpose of promoting franchise sales, but application of the Marketing Fund may indirectly benefit franchise sales. The Marketing Fund and its earnings will not otherwise inure to the benefit of Dickey's and will be operated solely as a conduit for collecting and expending the advertising fees as outlined above.

A statement of the operations of the Marketing Fund will be prepared annually by Dickey's or its designee and will be made available to you upon request, as well as an accounting of Marketing Fund expenditures. Dickey's is not obligated to provide an accounting of each marketing program and spend for your individual Restaurant. The Marketing Fund is audited on an annual basis as part of Dickey's annual audit. For the fiscal year ending May 31, 2017, monies in the Marketing Fund were expended as follows:

<u>Category</u>	<u>Percentage</u>
Administrative	17.98%
Production	12.93%
Media Placement	63.29%
Other	5.80%

Although the Marketing Fund is intended to be of perpetual duration, Dickey's may terminate the Marketing Fund in its discretion. The Marketing Fund will not be terminated, however, until all monies in the Marketing Fund have been expended for advertising or promotional purposes or returned to contributing franchised or company-operated Restaurants, without interest, on the basis of their respective contributions. (Franchise Agreement - Article 5).

Technology

Before commencement of the operation of the franchised Restaurant, you must purchase the required computer hardware, software, internet connections and service, required dedicated telephone and power lines and other related accessories, peripherals, consoles and equipment required to operate Dickey's then-current mandatory point of sale system and Technology in a Box. Dickey's currently requires that its franchisees use the Aloha Point-of-Sale system (including such add-on consoles as Dickey's may require). The Aloha Point-of-Sale system is available from NCR, the only supplier currently approved by Dickey's. The current cost of this point of sale system is approximately \$10,000 to \$12,300. Dickey's requires that you implement and use a reporting system as approved by Dickey's. Dickey's is currently exploring alternative point of sale systems, including the possibility of selecting a different vendor as the approved vendor for point of sale systems in the Restaurants or Dickey's or an affiliate developing its own point of sale system. If (and when) Dickey's selects a new point of sale systems, Dickey's may require you to convert to the new system.

The Smokestack sales reporting system, a product of Spark, is currently the only supplier approved by Dickey's for sales reporting software. (See Item 6) The Smokestack sales reporting system is used to provide you with sales data and customizable reports regarding your Restaurant to assist you in the management of your Restaurant. The Smokestack Customer Agreement which you must sign requires you pay a per Restaurant and user fee for access to the system as well as an infrastructure support fee to support data infrastructure related to data store, data transfers, POS integration and BOSS integration. (see Item 6) You may (at your option) request store and district level data interpretation and email broadcasts for additional fees payable to Spark. Spark may change the fees and institute new fees for the use of the Smokestack sales reporting system or system-support effective on 30 days' notice to you. Dickey's also requires that you pay a Technology Support Fee of \$99 per month, which 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 Restaurant operating hours. We may modify the Technology Support Fee once each calendar year on at least 60 days' prior written notice to cover the costs of technology support and implementation of new technology. You must maintain the point of sale system and related consoles and keep

them in good repair. Dickey's may at any time require that you upgrade payment processing hardware and software including requiring you use "chip and pin" technology, to ensure that credit card payment processing is consistent with the current PCI standards.

Dickey's requires the use of its proprietary "Technology in a Box" support system ("TIBS") that provides in-store technology to facilitate store operations, marketing, and data capture and reporting. You must purchase TIBS equipment from Dickey's approved vendor, which as of the date of this Disclosure Document is expected to be CDW Direct, LLC. The current cost of the initial technology package is approximately \$4,500 and includes a tablet computer, router, wireless access point to offer a free to customer in-Restaurant wi-fi hot spot, and reporting and interface software for polling data from the point of sale system during the operating hours of the Restaurant. You must maintain high speed (at least 10 Mbps upload/download speed) commercial internet service with a local provider that will connect the TIBS to the internet.

The Spark Online Ordering system, a product of Spark, is currently the only supplier approved by Dickey's for online ordering. (See Item 8) The Spark Online Ordering system allows guests to order meals for pickup through the website maintained by Dickey's. The Spark On-Line Services User Agreement which you must sign requires you pay Spark a monthly per Restaurant fee of \$95 per month for access to the system as well as an initial installation fee of \$125. As part of the Spark Online Ordering system, you must also purchase an Epson printer, the current cost of which is approximately \$500, from us or an approved supplier (currently, CDW Direct, LLC). Spark may change the fees and institute new fees for the use of the Spark Online Ordering system effective on 60 days' notice to you.

Dickey's may require you to purchase, license and use point of sale systems, operations, catering, on-line ordering, delivery, back office, accounting, customer service, loyalty program processing, credit card and gift card processing, and other hardware and software in the operation of your Restaurant, including additions, upgrades, enhancements and replacements of the current software and hardware (including TIBS and point of sale systems). Some or all of these may be developed, supplied or licensed by or on behalf of Dickey's or an affiliate, at such cost as Dickey's or its approved vendors make such systems, hardware, software, upgrades, enhancements and replacements available to franchisees. The cost of maintaining, updating, upgrading or replacing your point of sale system and other required technology cannot be estimated at this time because it will depend on your repair history, local costs of computer maintenance and service in your area and technological advances which Dickey's cannot predict. (Franchise Agreement - Article 8).

The point of sale system will store information concerning your sales, inventory, accounting and other operations. You may not further modify or manipulate (except for pricing) the database for the computer software systems without Dickey's prior consent. Dickey's may retrieve from your point of sale system and other technology any and all information we consider necessary, desirable or appropriate. There is no contractual limitation on Dickey's right to access information or modify the software systems on your point of sale system or other required technology. If necessary, Dickey's may utilize remote access to provide required upgrades and installation of hardware your point of sale system and TIBS. You will have independent access to the information that will be generated or stored in the point of sale and reporting system, but you may not manipulate the data that is generated or block or restrict Dickey's access to the data. (Franchise Agreement - Article 8)

Dickey's also requires the installation of two "agents" on your Back of House ("BOH") computer. These agents will be installed by Dickey's prior to or concurrent with opening. The agents will retrieve, store, and transmit to Dickey's or its affiliates certain data for sales reporting purposes.

Operations Manual

Before buying a franchise, you may view the Operations Manual after you and all of the individuals you include as part of your group sign and return to us the Non-Disclosure Agreement attached to this Disclosure Document as Exhibit G. The Non-Disclosure Agreement binds you to certain additional covenants prohibiting your solicitation of certain employees and opening a competitive restaurant. See Exhibit G.

Training

Not later than 60 days before the opening date of the Restaurant, your Owner/Operator and two other managers are required to have completed, to Dickey's satisfaction, Dickey's initial training program. Each participant must satisfy Dickey's then-current requirements for admission to the initial training program. To be admitted into the initial training program, Dickey's currently requires that each potential trainee has (a) attended and successfully completed at its own cost paid to a ServSafe instructor (or for an additional fee paid to Dickey's) such ServSafe training classes and obtained the ServSafe Food Manager Certificates and such other ServSafe certifications required by Dickey's, (b) successfully completed a phone interview with a representative of Dickey's, (c) delivered to Dickey's fully completed copies of Dickey's current application forms and payment of the training fees for the initial training program, and (d) completed all other pre-training requirements, as identified in the Manuals. Dickey's intends to offer initial training monthly. Training for the Owner/Operator will be conducted at Dickey's corporate training center and/or at a company-operated Restaurant or another location designated by Dickey's. Currently, all such locations are in the North Texas area. Training for the two managers will be completed online and certification will occur just before the Restaurant opening. Dickey's will determine, in its sole discretion, whether your employees have satisfactorily completed initial training. Dickey's anticipates that completion of the initial training program for the Owner/Operator will require up to four weeks. If any of your designated participants fail to meet the admission requirements for the initial training program, if the initial training program is not satisfactorily completed by your trainees after meeting the admission requirements, or if Dickey's, in its reasonable business judgment based upon the performance of your trainees, determines that the initial training program cannot be satisfactorily completed by such person(s), you must immediately designate a replacement trainee(s), as applicable, to apply for and complete such training within 30 days from the date of any such occurrence (but in any event not later than 60 days before the opening date of the Restaurant). (Franchise Agreement - Articles 3, 8 and 9).

If you fail to designate replacement trainee(s) who have satisfied the admission requirements, if the initial training program is not satisfactorily completed by any replacement trainee (or the initial trainee, if no replacement is designated) by the deadline set forth above, or if Dickey's determines that the training program cannot be satisfactorily completed by such person(s), Dickey's may, in its sole discretion, delay the opening of your Restaurant or terminate the Franchise Agreement upon notice to you and retain the Franchise Fee and any other fees paid by you under the Franchise Agreement. (Franchise Agreement - Articles 3, 8 and 9).

Dickey's will provide instructors and training materials for the initial training program at a cost to you of \$1,150 for each Owner/Operator and any other individual(s) you designate and Dickey's

approves to attend initial training at Barbecue University and \$1,750 for online and on-site training of up to 3 managers during the Restaurant opening which includes manager certification. If you are an existing Dickey's franchisee and your Owner/Operator has already attended Barbecue University and completed the initial training program to our satisfaction, you are only required to pay a non-refundable Training Fee of \$1,750 to Dickey's at least 30 days before the Restaurant opening. You must pay Dickey's an additional \$200 for training any successor or replacement manager, which includes manager certification. The training materials currently consist of the Manuals (including the Operations Manual, recipe book, activity packet, and ServSafe Manager book), checklists, demonstrations and on the job-training. In addition, you are responsible for all expenses incurred by your trainees in connection with any initial training program including costs of travel, lodging, meals, and wages. (Franchise Agreement - Articles 3, 8 and 9).

The Owner/Operator and your employees may attend such additional or remedial training programs and seminars as Dickey's may offer. All certified managers shall be required to complete 12 credit hours of continuing education courses per year at a rate of one credit hour per month. Should a certified manager not fulfill the one credit hour per month requirement, that manager will lose their certified status and be required to complete Dickey's recertification program through Barbecue University Online. 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 additional training (including on-site remedial training), will be mandatory for such individuals and other Restaurant personnel as required by Dickey's. 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 are responsible for any and all expenses incurred by you or your trainees in connection with such additional training including the costs of travel, lodging, meals, and wages. (Franchise Agreement - Articles 3, 8 and 9).

In connection with the opening of the Restaurant, Dickey's will provide you with at least one 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. The on-site training, supervision and assistance for consecutive days and may be provided either before and/or after the opening of the Restaurant. Except as otherwise provided in this Item 11, you will be responsible for training all Restaurant personnel under the specifications and standards regarding such training described in the Manuals or otherwise in writing by Dickey's. (Franchise Agreement - Article 9).

Dickey's training program is run by Chris Kelley. Mr. Kelley has been with Dickey's for 6 years and has over 25 years of restaurant experience. The following individuals are also training program instructors for Dickey's: Andrew Nichols who has been with Dickey's for 4 years and has 24 years of restaurant experience; Scott Nelson who has been with Dickey's for 3 years and has 15 years of restaurant experience; Jonathan Stanley who has been with Dickey's for 3 years and has 18 years of experience in the restaurant industry; and Bernie Willcut who has been with Dickey's for 2 years and has 24 years of restaurant experience.

Below is a summary of the subject matters, hours of classroom training, hours of on-the-job training and the location for Dickey's initial training program.

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Restaurant Operation	Up to 11	Up to 20	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
Food Preparation and Service	Up to 11	Up to 18	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
Station Training	Up to 2	Up to 15	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
Purchasing	Up to 5	Up to 7	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
Accounting and Controls	Up to 6	Up to 10	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
Marketing and Advertising	Up to 5	Up to 8	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
Catering	Up to 10	Up to 12	Dickey's corporate training center, or at another Restaurant or location designated by Dickey's
TOTAL	Up to 50	Up to 90	

ITEM 12 TERRITORY

The Franchise Agreement grants to you the right to operate a Restaurant at a single location selected by you and approved by Dickey's. You will offer the approved products and services of the System only through your Restaurant. You do not have the right to use alternative channels of distribution (e.g., catalog sales, internet sales, etc.) in connection with offering the products and services of the System unless otherwise approved by Dickey's.

The Restaurant will be located within a designated geographic area (the "Assigned Area") as described in the Franchise Agreement. At such time as you propose and Dickey's accepts your proposed Restaurant location identified by a specific street address within the Assigned Area so

that it becomes the "Accepted Location," the Assigned Area shall automatically and without further writing be reduced to an area within a one (1)-mile radius of the Accepted Location (the "Primary Area"). Dickey's may request that you confirm the specific physical address of the Accepted Location in a writing provided by or acceptable in form and substance to Dickey's that you sign and deliver to Dickey's. You are required to operate the Restaurant only at this Accepted Location and may not relocate the Restaurant without Dickey's prior written consent based upon its sole judgment and discretion. Your Franchise Agreement does not give you any options, rights of first refusal or similar rights to acquire additional franchises, but you may apply for the right to operate additional Restaurants under separate Franchise Agreements.

When and if the Assigned Area converts to the Primary Area, Dickey's will not, except as provided below and as long as you are in full compliance with the Franchise Agreement, establish and operate or license or authorize any other party to establish or operate a Dickey's Barbecue Restaurant within the Primary Area for the balance of the Term of the Franchise Agreement. Except as expressly limited by the previous sentence, Dickey's and its affiliates retain all rights with respect to Restaurants, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities Dickey's deems appropriate whenever and wherever Dickey's desires. Specifically, Dickey's and its affiliates reserves the following rights:

- (1) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at any locations inside or outside the Assigned Area or Primary Area under trademarks or service marks other than the Proprietary Marks and on any terms and conditions Dickey's deems appropriate. Neither Dickey's nor any of its affiliates currently plan to operate or franchise businesses 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 Assigned Area or Primary Area any of the products or services described in this paragraph;
- (2) the right to offer and sell (and authorize others to offer and sell) products and services which may be the same or similar to those offered by Restaurants, under the Proprietary Marks in the Assigned Area and Primary Area, if offered and sold through a distribution channel other than a Restaurant (e.g., product and catalog sales, internet sales, grocery store or supermarket sales, warehouse store sales, memorabilia or recipes through other retail outlets, and other channels of distribution) ("Alternative Channel Products"). The Alternative Channel Products may be packaged for retail sale, and Dickey's may request or require franchisees to sell or advertise the Alternative Channel Products in their Restaurants. Dickey's may, in its discretion, contribute a percentage of its revenues from the sale or license of Alternative Channel Products to the Marketing Fund. Dickey's may offer and sell (and may authorize others to offer and sell) products and services through alternative distribution channels, such as product and catalog sales, internet sales, grocery store sales, and other channels of distribution in the Assigned Area or Primary Area which may be similar to those offered by the Restaurants, under names and marks other than the Proprietary Marks;
- (3) the right to, and to grant to others the right to, at any time, advertise and promote the System, or fulfill customer orders (including catering and delivery services) in the Assigned Area and the Primary Area;

- (4) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Assigned Area or Primary Area under the Marks and on any terms and conditions we deem appropriate;
- (5) the right to operate, and to grant others the right to operate Restaurants located anywhere outside the Assigned Area or Primary Area under any terms and conditions we deem appropriate and regardless of proximity to your Restaurant;
- (6) the right to, directly or indirectly, operate, license, or grant a franchise to operate a Restaurant or any other food offering service within the Assigned Area or Primary Area if the location of the Restaurant is in a non-traditional venue including a stadium, corporate campus, shopping mall, airport, military base, health care facility, limited access highway rest stop, college or university campus, theme park, truck stop, casino, food truck, gas station, convenience store, or similar location;
- (7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Restaurants, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Assigned Area or Primary Area); and
- (8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Assigned Area or Primary Area.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Dickey's, DBP, PTI, Love Field JV and any other Dickey's franchisee may also, at any time, advertise and promote the System, and may solicit, accept and fulfill consumer orders (including by providing catering and delivery services) in the Primary Area.

During the term of the Franchise Agreement, the territorial rights granted to you are not dependent upon the achievement of a certain sales volume, market penetration or other contingency, nor are there any circumstances which permit Dickey's to modify your territorial rights without your approval prior to the expiration or termination of the Franchise Agreement. Except as provided in any Development Agreement, you will not be granted any options, rights of first refusal or similar rights to acquire additional franchises.

Under a Development Agreement, you are assigned a geographic area (the "Territory") within which you are required to develop two or more Restaurants under a prescribed development schedule. Each Territory will be divided into a series of "Markets" to be developed. The size of the Territory may range from a portion of a city or an unincorporated area to a single or multi-county or single state area and will be described in the Development Agreement by reference to a description, an area marked on a map, streets or highways, political jurisdiction boundaries, by an area encompassed within a radius of a specific distance (or a range of distances) or of a

distance sufficient to encompass a specified population (or range of populations) or by such other method of delineation as Dickey's may prescribe.

Subject to your full compliance with the Development Agreement and the remaining part of this paragraph, neither Dickey's nor its affiliates will establish, or authorize any other person or entity, other than you, to establish, a Restaurant in the Territory during the term of the Development Agreement; provided, however, that such exclusivity will terminate with respect to each Market included within the Territory upon execution of the last Franchise Agreement required to fulfill the obligation for such Market. At that time, the Primary Area for each Restaurant in the terminated Market will remain as the only territorial protection within the Market and Dickey's is free to franchise and authorize a franchisee to operate, and our affiliates may develop, lease, manage and operate, a Restaurant in the terminated Market outside of your Primary Area(s). Dickey's and its affiliates (and Dickey's and its affiliates respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of Dickey's rights and discretion with respect to the Proprietary Marks, the System and Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to: (a) at any time, advertise and promote the System, or fulfill customer orders (including providing catering and delivery services) in the Territory, and Dickey's may offer and sell (and may authorize others to offer and sell) products and services which may be similar to those offered by the Restaurants, under the Proprietary Marks in the Territory or elsewhere, if offered and sold other than through a Restaurant (e.g., product and catalog sales through direct mailings or internet sales, pre-packaged food items through grocery stores or supermarkets, internet sales, or memorabilia or recipes through other retail outlets, and other channels of distribution); (b) directly or indirectly, operate, license, or grant a franchise to operate a Restaurant or any other food offering service within the Territory if the location of the Restaurant is in a non-traditional venue including a stadium, corporate campus, shopping mall, airport, military base, health care facility, limited access highway rest stop, college or university campus, theme park, truck stop, casino, food truck, gas station, convenience store, or similar location; (c) operate, and grant to others the right to operate Restaurants outside the Territory at such locations and on such terms and conditions as Dickey's deems appropriate; (d) offer and sell (and may authorize others to offer and sell) in the Territory or elsewhere, products and services under the Proprietary Marks or other trademarks, service marks, or trade dress, which may be similar to those offered by the Restaurants, through alternative distribution channels, including the internet or similar electronic media and supermarkets; (e) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Proprietary Marks; and (f) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses businesses similar to or competitive with Restaurants in the Territory. 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. Further, Dickey's reserves the right to, directly or indirectly, operate, license, or grant a franchise to operate a Restaurant or any other food offering service within the Territory if the location of the Restaurant is in a non-traditional venue including a stadium, corporate campus, shopping mall, airport, military base, health care facility, limited access highway rest stop, college or university campus, theme park, truck stop, casino, food truck, or similar location.

Each franchisee may solicit and accept orders from customers, and deliver catering orders outside the Primary Area. 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. You may compete with other Dickey's franchised and affiliate-owned Restaurants for off-premises catering and delivery orders, which may be delivered to locations in your Primary Area or in the Primary Area of another Restaurant. 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 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 12 month development periods. If you agree to develop more than 3 Restaurants, you must develop the fourth and each additional Restaurant within development periods of eight 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 Primary 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.


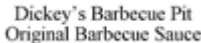
If you fail to timely open the minimum number of Restaurants in compliance with the development schedule as required in the Development Agreement or otherwise commit a material event of default under the Development Agreement as described in Item 17, Dickey's may, in addition to other remedies, terminate, 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 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.



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The 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
<p>DICKEY'S BARBECUE PIT SINCE 1941 and Design</p>  <p>SN: 78-646939 RN: 3,205,121 Disclaimer: "SINCE 1941" AND "BARBECUE PIT"</p>	<p>Registered 8 & 15 September 18, 2012 Principal Register Int'l Class: 43 First Use: August 27, 2004 Filed: June 9, 2005 Published: November 21, 2006 Registered: February 6, 2007</p>	<p>(Int'l Class: 43) Restaurant, carry-out restaurant and catering services</p>	<p>Dickey's Barbecue Pit, Inc.</p>
<p>DICKEY'S BARBECUE PIT ORIGINAL BARBECUE SAUCE</p>  <p>SN: 85-538384 RN: 4,249,206 Disclaimer: "BARBECUE PIT" AND "ORIGINAL BARBECUE SAUCE"</p>	<p>Registered November 27, 2012 Principal Register Int'l Class: 30 First Use: May 1, 1991 Filed: February 9, 2012 Published: September 11, 2012</p>	<p>(Int'l Class: 30) Baking spices; barbecue dry rub; barbecue sauce; barbecue sauce; cooking sauces; dry spice rub for meats and fish; edible spices; flavourings and seasonings; food seasonings; grilling sauces; marinade mixes; marinades; ready-made sauces; sauce mixes; sauces; sauces for barbecued meat; seasoned coating for meat, fish, poultry; seasoned coating mixtures for foods; seasoning mixes; seasoning pastes; seasonings; spice rubs; spices</p>	<p>Dickey's Barbecue Pit, Inc.</p>

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
<p>DICKEY'S BARBECUE PIT ORIGINAL BARBECUE RIB RUB</p> <p><small>Dickey's Barbecue Pit Original Barbecue Rib Rub</small></p> <p>SN: 85-538404 RN: 4,249,207 Disclaimer: "BARBECUE PIT" AND "ORIGINAL BARBECUE RIB RUB"</p>	<p>Registered November 27, 2012 Principal Register Int'l Class: 30 First Use: May 1, 1991 Filed: February 9, 2012 Published: September 11, 2012</p>	<p>(Int'l Class: 30) Baking spices; barbecue dry rub; barbecue sauce; barbecue sauce; chicken wing sauce; dry spice rub for meats and fish; flavourings and seasonings; food seasonings; marinade mixes; marinades; ready-made sauces; sauce mixes; sauces; sauces for barbecued meat; seasoned coating for meat, fish, poultry; seasoned coating mixtures for foods; seasoning mixes; seasoning pastes; seasonings; spice rubs; spices</p>	<p>Dickey's Barbecue Pit, Inc.</p>
<p>DICKEY'S BARBECUE PIT</p> <p><small>Dickey's Barbecue Pit</small></p> <p>SN: 85-548611 RN: 4,249,263 Disclaimer: "BARBECUE PIT"</p>	<p>Registered November 27, 2012 Principal Register Int'l Class: 43 First Use: January 1, 1941 Filed: February 21, 2012 Published: September 11, 2012</p>	<p>(Int'l Class: 43) Fast- food restaurant services; restaurant and cafe services; restaurant and catering services; restaurant services; restaurant services, including sit- down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises</p>	<p>Dickey's Barbecue Pit, Inc.</p>

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
DICKY'S  SN: 78-921121 RN: 3,237,281	Registered 8 & 15 September 18, 2012 Principal Register Int'l Class: 43 First Use: 1941 Filed: June 30, 2006 Published: February 13, 2007 Registered: May 1, 2007	(Int'l Class: 43) Restaurant, carry-out restaurant and catering services	Dickey's Barbecue Pit, Inc.
BIG YELLOW CUP CLUB SN: 86/101,484 RN: 4,579,035 Disclaimer: "CLUB"	Principal Register Int'l Class: 35 First Use: January 1, 2006 Filed: October 25, 2013 Published: May 20, 2014 Registered: August 5, 2014	(Int'l Class: 35) Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes.	Dickey's Barbecue Pit, Inc.
A TEXAS TRADITION SINCE 1941 DICKY'S BARBECUE PIT and Design  SN: 74-509594 RN: 1,980,072 Disclaimer: "A TEXAS TRADITION SINCE 1941" AND "BARBECUE PIT"	Renewed June 11, 2016 Principal Register Int'l Class: 42 First Use: June, 1994 Filed: April 6, 1994 Published: May 9, 1995 Registered: June 11, 1996	(Int'l Class: 42) Restaurant services	Dickey's Barbecue Pit, Inc.

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
DICKY'S BARBECUE PIT (STYLIZED)  SN: 86/223,177 RN: 4,631,706 Disclaimer: "BARBECUE PIT"	Registered Principal Register Int'l Class: 43 First Use: May, 2013 Filed: March 17, 2014 Published: August 19, 2014 Registered: November 4, 2014	(Int'l Class: 43) Restaurant, carry-out restaurant and catering services	Dickey's Barbecue Pit, Inc.
DICKY'S BARBECUE PIT (STAR DESIGN)  SN: 87/002,549 RN: 5,233,678 Disclaimer: "BARBECUE PIT"	Registered Principal Register Int'l Class: 43 First Use: August 2016 Filed: April 15, 2016 Published: October 4, 2016 Registered: June 27, 2017	(Int'l Class: 43) Restaurant, carry out restaurant and catering services	Dickey's Barbecue Pit, Inc.
WE SPEAK BARBECUE WE SPEAK BARBECUE SN: 87/002,529 RN: 5,086,496	Registered Principal Register Int'l Class: 43 First Use: March 2014 Filed: April 15, 2016 Published: September 6, 2016 Registered: November 22, 2016	(Int'l Class: 43) Restaurant, carry out restaurant and catering services	Dickey's Barbecue Pit, Inc.

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
BARBECUE BOOTS & BADGES  SN: 86/002,529 RN: 5,151,821	Registered Principal Register Int'l Class: 35, 36, and 43 First Use: March 2016 Filed: May 11, 2015 Published: November 17, 2015 Registered: February 28, 2017	(Int'l Class 35) providing information regarding law-enforcement- and firefighting-related volunteer opportunities; (Int'l Class 36) Charitable fundraising, especially for the benefit of law enforcement and firefighters; (Int'l Class 41) Educational services, namely, classes and seminars relating to safety, law enforcement, and firefighting	Barbecue Boots & Badges Foundation
OUR BARBECUED MEATS SOURCED WITH NO B.S. (BAD STUFF)  SN: 87/384,603 RN: N/A	Pending Principal Register Int'l Class: 43 First Use: October 2016 Filed: March 24, 2017 Published: August 1, 2017	(Int'l Class: 43) Restaurant, carry out restaurant and catering services	Dickey's Barbecue Pit, Inc.
SERVE THOSE THAT PROTECT US  SN: 87/406,529 RN: N/A	Pending Principal Register Int'l Class: 18, 25 Filed: April 11, 2017	(Int'l Class: 18) Tote bags; (Int'l Class: 25) Clothing and hats	Barbecue Boots & Badges Foundation

All affidavits and renewals required to maintain the federal registration of the above-identified Proprietary Marks have been filed. No application for the registration of the Proprietary Marks has been filed in any state.

Dickey's acquired from DBP the right to use and license the use of the Proprietary Marks and System under a perpetual license agreement between Dickey's and DBP. Under the license agreement, Dickey's is specifically permitted to sublicense the use of the Proprietary Marks to

you provided that Dickey's use of the Proprietary Marks is limited to (i) the promotion and operation of Restaurants by Dickey's or its licensees, the promotion, marketing and selling of franchises by Dickey's or its sublicensees, and any other use necessary or incident thereto and (ii) any other use approved in writing by DBP. Any other assignment or transfer of Dickey's rights under the license agreement requires the prior written consent of DBP. The license agreement cannot be modified without the written consent of Dickey's and DBP. Additionally, the license agreement is perpetual in duration, but it may be terminated if either Dickey's or DBP are in default under the license agreement and such default is not cured within 30 days of written notice of the same. A party is in default under the license agreement if (i) it breaches any covenant or agreement set forth in the agreement, (ii) it files or has filed against it a bankruptcy proceeding, (iii) a final non-appealable judgment in excess of \$10,000 is taken against it without being satisfied within 30 days, (iv) it generally fails to pay its debts as they become due, or (v) it is legally dissolved. If the license agreement is terminated (i) Dickey's will no longer be entitled to utilize or license to new franchisees the right to use the Proprietary Marks, (ii) DBP will be entitled to use and license the Proprietary Marks, (iii) Dickey's must assign to DBP, upon DBP's request, Dickey's right, title and interest in and to all Franchise Agreements and (iv) any then-existing franchisee to whom the right to utilize the Proprietary Marks has been licensed may continue to utilize the Proprietary Marks until the expiration of the term of its Franchise Agreement and any renewal or option periods available or afforded to such franchisee at law or by agreement.

Dickey's acquired from Barbecue Boots & Badges Foundation the right to use and license the use of the Barbecue Boots & Badges trademark under a charitable sales promotion and licensing agreement between Dickey's and Barbecue Boots & Badges Foundation. Under the agreement, Dickey's is permitted to sublicense the use of the Barbecue Boots & Badges trademark to you for (i) offering Dickey's patrons an opportunity to make a donation to further Barbecue Boots & Badges Foundation's purposes at the point of sale in Dickey's (and its franchisee's) restaurants and (ii) providing Barbecue Boots & Badges Foundation a donation based on sales of chips at Dickey's (and its franchisees) restaurants. Dickey's must obtain Barbecue Boots & Badges Foundation's prior written approval of all promotional materials before the promotional materials are disseminated or published. Dickey's will donate all proceeds from patrons from point of sales donations and \$0.02 per bag of chips sold to the Barbecue Boots & Badges Foundation. Except for advertising and marketing related to the promotions mentioned above, Dickey's may not use the Barbecue Boots & Badges Foundation trademark or logo. The charitable sales promotion and licensing agreement is perpetual in duration, but either party may terminate the agreement upon 60 days written notice to the other party. If the agreement is terminated, Dickey's may, for a period of 90 days following the termination, continue to distribute and dispose of materials bearing the Barbecue Boots & Badges Foundation trademark or logo provided that any proceeds generated from such use will be remitted to the Barbecue Boots & Badges Foundation. The agreement cannot be modified without the written consent of Dickey's and Barbecue Boots & Badges Foundation.

Except for the agreements between Dickey's and DBP and Dickey's and Barbecue Boots & Badges Foundation described above, there are no agreements currently in effect which significantly limit Dickey's rights to use or license the Proprietary Marks to you.

You are required to immediately notify Dickey's of any infringement or challenge to your use of the Proprietary Marks or claim by any person to any rights in any of the Proprietary Marks. You are not permitted to communicate with any person other than Dickey's and Dickey's counsel in connection with any such infringement, challenge, or claim. Dickey's has sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or Patent

and Trademark Office or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any of the Proprietary Marks. You are required to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Dickey's counsel, be necessary or advisable to protect and maintain Dickey's interests in any such litigation or Patent and Trademark Office or other administrative or other agency proceeding or to otherwise protect and maintain Dickey's interest in the Proprietary Marks.

Dickey's will indemnify you against and reimburse you damages for which you are held liable in any proceeding arising out of your use of any of the Proprietary Marks, provided that your conduct with respect to such proceeding and use of the Proprietary Marks is in compliance with the terms of the Franchise Agreement.

Except as provided above, Dickey's is not obligated by the Franchise Agreement to protect any rights granted to you to use the Proprietary Marks or to protect you against claims of infringement or unfair competition with respect to them. However, although Dickey's is not contractually obligated to protect the Proprietary Marks or your right to use them, as a matter of corporate policy, DBP and Dickey's intend to defend the Proprietary Marks vigorously.

Dickey's may require you to discontinue or modify your use of any of the Proprietary Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin if Dickey's, in its sole discretion, determines that such addition or substitution will be beneficial to the System.

You are required to comply with Dickey's instructions in filing and maintaining the requisite trade name or fictitious name registrations and you must execute any documents deemed necessary by Dickey's or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of DBP's or Dickey's ownership in the Proprietary Marks.

Your rights to the Proprietary Marks granted in the Franchise Agreement are nonexclusive to you. Dickey's and DBP, therefore, have and retain, subject only to your rights in the Territory and in the Assigned Area (See Item 12), certain rights with respect to the Proprietary Marks, including the following rights:

1. To use and to grant other licenses for the use of the Proprietary Marks in addition to those licenses already granted to existing franchisees;
2. To develop and establish other systems using the Proprietary Marks or other names or marks and to use and to grant licenses or franchises thereto without providing any rights therein to you; and
3. To engage, directly or indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (i) the production, distribution, license and sale of products and services and (ii) the use in connection with such production, distribution, license and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics as may be developed or used by Dickey's.

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court regarding the Proprietary Marks, nor are there any pending infringement, opposition or cancellation proceedings regarding the Proprietary Marks. Further, there is no pending material federal or state court litigation regarding Dickey's use or ownership rights to the Proprietary Marks. There are no superior prior rights or infringing uses regarding the Proprietary Marks known to Dickey's which could materially affect your use of the Proprietary Marks.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or copyrights material to the franchise and Dickey's does not have any pending patent applications. There have not been any material determinations of the U.S. Patent Office, the U.S. Copyright Office or a court regarding any patent or copyright material to the franchise.

Dickey's claims a common law copyright, trade secret protection, and proprietary interests in the recipes, sauces, spice mixes and rubs, development and operating procedures and know-how contained in the Manuals or otherwise used in connection with the development and operation of the Restaurants. You and each person owning an equity interest in you are prohibited, during the term of your Agreement, and thereafter, from communicating, divulging or using for the benefit of any other person, persons, partnership, association, corporation or other entity any confidential information, knowledge or know-how concerning the methods of development and operation of the Restaurants which may be communicated to you, your Owner/Operator or any other person affiliated with you, or of which they may be apprised by virtue of your development and operation of a Restaurant under the terms of any Agreement. You are permitted to divulge this confidential information only to your Owner/Operator and manager(s) of your Restaurant and such other personnel who must have access to it in order to operate the Restaurant. Neither you nor your Owner/Operator or any other person affiliated with you are permitted at any time, without Dickey's prior written consent, to copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. Any and all information, knowledge, know-how and techniques used in or related to the System which Dickey's communicates to you, your Owner/Operator or any other person affiliated with you, including the Manuals, recipes, sauces, plans and specifications, marketing information and strategies and site evaluation and selection guidelines and techniques, are deemed confidential for purposes of the Agreements.

At Dickey's request, you must require any person who has an ownership interest in you or who otherwise has or will have access to any confidential information of Dickey's, to execute and deliver to Dickey's an agreement by which the signatory covenants and agrees to maintain the confidentiality of the information received by such person or entity in connection with their relationship with Dickey's.

If you or your Owner/Operator develop any new concept, process, or improvement in the operation or promotion of a Restaurant, you are required to promptly notify Dickey's prior to implementation and provide Dickey's with all necessary related information, without compensation. Dickey's reserves the right to approve any such new concept, process or improvement prior to implementation. You and your Owner/Operator acknowledge that any such concept, process, or improvement will become the property of Dickey's and Dickey's may use or disclose such information to other franchisees or developers as it determines to be appropriate.

Except as disclosed in this Item 14, there are no present agreements which limit the use of any patent, patent application or copyright material to the franchise. Dickey's is not obligated to protect any patent or copyright, nor does Dickey's have any contractual obligation to defend its franchisees against any claims arising from a franchisee's use of patented or copyrighted materials.

Dickey's is not aware of any claims of any patent or copyright infringement which could materially affect you.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate and retain an individual to serve as the "Owner/Operator" under the Franchise Agreement. You must designate your Owner/Operator at the time you sign the Franchise Agreement. The Owner/Operator must meet the following qualifications:

As a corporation, limited liability company, limited partnership, or any other entity, the Owner/Operator shall, at all times during which he or she serves as Owner/Operator, (i) directly or indirectly hold an ownership interest of 20% or more in your equity, (ii) work on a "full time" basis in the Restaurant, and (iii) be fully authorized, directed and entitled to manage and control the day-to-day business affairs of you and to take any action which you are required to take or omit to take under the Franchise Agreement, all in such Owner/Operator's sole discretion, and without the approval or joinder of any person or entity.

Dickey's only permits one person to serve as the Owner/Operator under a Franchise Agreement. The Owner/Operator is required to execute the Franchise Agreement and is bound by all of the obligations of the Franchise Agreement. You may not change your Owner/Operator without Dickey's prior written consent. The Owner/Operator is required to successfully complete Dickey's initial training program.

Dickey's requires that the Owner/Operator participate in the on-premises supervision of your Restaurant(s) on a full time basis. Full time is considered to be at least 40 hours per week in the Restaurant or other Restaurant under a Franchise Agreement with Dickey's. The Owner/Operator shall be Dickey's sole point of contact with regard to franchise matters.

In addition to the Owner/Operator, you must appoint at least two managers per Restaurant to assist in the day-to-day management and supervision of each such Restaurant. Each manager must be appointed in a timely manner in order to satisfy each manager's initial training obligation under the Franchise Agreement, and must devote full time and best efforts to the daily management and supervision of the Restaurant. Managers are not required to have any equity interest in the franchise.

The Owner/Operator and each manager must meet any other of Dickey's standards and criteria for such positions, as set forth in the Manual or otherwise in writing by Dickey's.

The Owner/Operator and any manager must satisfy the training requirements set forth in the Franchise Agreement. If, during the term of the Franchise Agreement, the Owner/Operator or any manager is not able to continue to serve in such capacity or no longer qualifies to act as such under the Franchise Agreement, you must promptly notify Dickey's and designate a

replacement within 30 days after the Owner/Operator or manager ceases to serve. Any replacement will be subject to the same qualifications listed above, including training requirements. You must provide for interim management of the Restaurant until a replacement is designated, and this interim management must be conducted in compliance with the Franchise Agreement.

You are required to retain such additional managers and other persons as Dickey's deems necessary for the operation and management of the Restaurant. All such personnel must satisfy Dickey's educational and business criteria as provided to you in the Manuals or otherwise and must be individuals acceptable to Dickey's. These individuals must also satisfy the applicable training requirements set forth in the Franchise Agreement and the Manuals.

You may not employ any individual who is at the time or was at any time during the prior six months employed in a managerial or administrative position by Dickey's or any of its subsidiaries or affiliates without the prior written consent of Dickey's. As a condition to such consent, you may be required to compensate the former employer for the reasonable costs and expenses incurred by the employer in connection with the training of any replacement employee.

If you own more than 2 Dickey's locations (or one or more Dickey's locations and 2 or more other businesses as approved by Dickey's), you are considered a multi-unit operator and in lieu of appointing an Owner/Operator, we and you must sign an addendum to the Franchise Agreement under which you must appoint a Director of Operations. Any individual that will be designated as the Director of Operations must (i) hold an ownership interest of 5% or more in your equity, (ii) attend, and complete to Dickey's satisfaction, all required training programs and be certified as typically required of an Owner/Operator as provided in Article 9 of the Franchise Agreement, and (iii) work on a "full time" basis in the Restaurant(s). Dickey's may also require you to hire a District Manager (or multiple District Managers) to oversee the operations of a subset of your Dickey's locations.

Under the Franchise Agreement and the Manuals, at Dickey's request, you shall require and obtain from your Owner/Operator, and other person or entity affiliated with you who has received or will receive confidential information or training from Dickey's, the execution of covenants not to compete and to maintain the confidentiality of information they receive as part of their employment, management or ownership relationship with your Restaurant. These covenants must be similar to those set forth in Article 18 of the Franchise Agreement. The form of Confidentiality and Non-Competition Agreement we prescribe is attached to this Disclosure Document as **Exhibit G**.

Each person who owns an equity interest in you, including the Owner/Operator, is required to jointly and severally guaranty payment and performance of your obligations to Dickey's. An "equity interest" means ownership of common stock if you are a corporation, a partnership interest in a partnership, a membership interest in a limited liability company, and a trust beneficiary interest of a trust. The guarantees are binding on the guarantors, their respective personal representatives (guardians, conservators, executors and administrators), heirs and legatees under Article 21 of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to use the Restaurant premises solely for the operation of the Restaurant and must maintain business hours as provided for in the Manuals or as Dickey's may specify in writing. You may not use or permit the use of the premises for any other purpose or activity at any time without first obtaining the written consent of Dickey's.

You are required to meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. You must furnish to Dickey's, within three days after receipt, a copy of any inspection report, warning, citation, certificate, rating and any other document issued by any federal, state, local or other administrative agency, instrumentality or organization with respect to the health or safety conditions of the Restaurant.

To ensure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with such methods, standards and specifications as required by law and as Dickey's may prescribe in the Manuals or otherwise in writing. You must maintain in sufficient supply and use and sell at all times only such food and beverage items, ingredients, products, materials, equipment, supplies and paper goods that conform to Dickey's standards and specifications and that are acquired from vendors or suppliers approved by Dickey's; prepare all menu items in compliance with Dickey's recipes and procedures for preparation contained in the Manuals or other written directives, including the prescribed measurements of ingredients; and refrain from deviating from Dickey's standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without Dickey's prior written consent. You are required to sell and offer for sale only such menu items, products and services as have been expressly approved for sale in writing by Dickey's; to refrain from any deviation from Dickey's standards and specifications without Dickey's prior written consent; and to discontinue selling and offering for sale any menu items, products or services which Dickey's may, in its discretion, disapprove in writing at any time. (See Item 8). Dickey's may discard of any food product, without compensation to you, during any on-site inspection, if such food product does not meet Dickey's standards and specifications.

You must offer for sale and sell at the Restaurant all menu items and other designated products and services (including gift cards) required by Dickey's and to provide such products and services in the manner and style prescribed by Dickey's, including dining-in, catering and carry-out services. Dickey's has the unlimited right to add, alter or discontinue the types of authorized goods and services which you may offer. You do not have the right to change the menu items and other designated products and services which you are required to offer and sell at the Restaurant. If one or more required menu items are not available for sale in the Restaurant, Dickey's may direct its approved vendor(s) to deliver, at your expense, a reasonable quantity of the required menu item(s) based upon the sales volume of the Restaurant. To the fullest extent allowed by law, we may regulate the maximum, minimum, or other prices you charge for your products and services, including your acceptance, redeeming, and applying of any coupons or other discount promotions that Dickey's requires. Subject to the general policies and procedures set forth in the Manuals or otherwise announced by Dickey's (and specifically including periodic promotions) you have sole discretion as to the prices to be charged to customers for the offer and sale of any menu items, products, merchandise, and services.

Dickey's has developed and will continue to develop for use in the System certain products which are prepared from highly confidential secret recipes and which are trade secrets of Dickey's. Because of the importance of quality and uniformity of production and the significance

of such products in the System, it is to the mutual benefit of the parties that Dickey's closely control the production and distribution of such products. Accordingly, if such products become a part of the System, you must use only Dickey's secret recipe products and must purchase solely from Dickey's or from a source designated by Dickey's all of your requirements for such products.

Dickey's will make available at a reasonable cost and, at its option will require you to purchase from Dickey's for resale to your customers certain promotional merchandise identifying the System such as prepackaged barbecue sauce, chips, rolls and other food items, gift cards, T-shirts, sweatshirts, caps, and watches, in amounts sufficient to meet your customers' demand.

You are required to maintain competent, conscientious, and trained personnel to operate the Restaurant in compliance with the Franchise Agreement and the Manuals and to take such steps as are necessary to ensure that your employees preserve good customer relations, comply with such dress code and/or wear uniforms as Dickey's may prescribe in the Manuals or otherwise and observe reasonable standards of grooming and cleanliness.

Dickey's does not restrict your solicitation of customers. All advertising and promotion by you in any medium must conform to the standards and specifications of Dickey's set forth in the Manuals or otherwise and all advertising and promotional plans and materials must be approved by Dickey's prior to your use of such plans and materials.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

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]
a. Length of the franchise term	Article 2/ Article 4	20 years for Restaurants located in traditional venues or 10 years for Restaurants located in non-traditional venues, subject to periodic remodeling./ <i>Depends on the number of Restaurants you commit to open.</i>
b. Renewal or extension of the term	Article 2/ Not applicable.	If you are not in default you can renew franchise for 10 additional years./ <i>Not applicable.</i>

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]
c. Requirements for franchisee to renew or extend	Article 2/ <i>Not applicable.</i>	The "renewal" of the franchise means that you may continue to operate the franchise at the existing location for an additional 10 years provided, among other things, that you execute Dickey's then-current Franchise Agreement which may contain materially different terms and conditions from the original Franchise Agreement. The requirements for the franchisee to renew or extend the franchise term include that you pay a renewal fee of \$15,000, sign a new franchise agreement in the then-current form which may contain materially different terms and conditions, comply with the requirements of the new agreement (including higher royalties and advertising contributions, but excluding any franchise or renewal fees), remodel, give 6-12 months' notice, satisfy all monetary obligations, provide evidence of your right to possession for the renewal term, execute a release (unless prohibited by applicable local law), comply with the then-current qualifications and training, and your franchise must be above the 50 th percentile of Net Sales/complaint on a chain wide basis./ <i>Not applicable.</i>

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement [Article in Franchise Agreement/ <i>Article in Development Agreement</i>]	Summary [Items shown in plain bold-face text depict summary from Franchise Agreement / <i>Items shown in italicized text depict summary from Development Agreement</i>]
d. Termination by franchisee	Articles 16 and 17/ <i>Article 6</i>	You may terminate the Franchise Agreement but will be required to, among other things, make a lump sum payment of the royalty fees due for the remaining term of the Franchise Agreement (also see Item 17i., below)./ <i>You may terminate the Development Agreement but will be required to comply with the matters set forth in Item 17i.</i>
e. Termination by franchisor without cause	Article 16/ <i>Article 6</i>	Dickey's has no such rights./ <i>Dickey's has no such rights.</i>
f. Termination by franchisor with cause	Article 16/ <i>Article 6</i>	Dickey's can terminate only if a franchisee defaults./ <i>Dickey's can terminate if a developer defaults.</i>
g. "Cause" defined – curable defaults	Article 16/ <i>Article 6</i>	Curable defaults include 7 days to cure nonpayment of monetary obligations to Dickey's or its affiliates, violations of Dickey's standards for Restaurant development and operations, misuse or unauthorized use of Proprietary Marks, breach of covenants (including non-competition covenants), purchase of food and beverage or other products or utilizing non-approved vendors or suppliers, or failure to pay vendors, unless you are in good faith contesting your liability for amounts you owe to such vendors. If any of these are repeated more than twice in any 12-month period, you have no cure period. You have 30 days to cure material misrepresentations, uncured default under any other agreement with Dickey's or its affiliates, other breaches of the terms and conditions of the Franchise Agreement and Manual which are not provided above,

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]
		<p>unless such breaches are repeated more than twice in any 12-month period. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F/ <i>You have 30 days to cure breaches of the Development Agreement other than those set forth in Item 17.h. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</i></p>
h. "Cause" defined – non-curable defaults	Article 16/ Article 6	<p>Except as permitted under state law, non-curable defaults include bankruptcy or insolvency (Dickey's right to terminate the franchise upon a franchisee's bankruptcy may not be enforceable under federal bankruptcy law), failure to locate a proposed site or acquire accepted location, merger, consolidation or dissolution, levy or foreclosure of your assets, judgments against you, failure to meet health and safety standards, breach of confidentiality or non-compete obligations, unapproved transfers, failure to open your Restaurant within 1 year, default under your lease or any financing agreement, cessation of operations of the Restaurant, threat to health and safety of the public arising out of the operation of the Restaurant, repeated defaults even if cured, or a default under any other agreement you have with Dickey's, its subsidiaries, or affiliates that is not cured within any applicable grace or cure period. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F/ <i>Except as permitted under state law, non-</i></p>

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]
		<i>curable defaults include bankruptcy or insolvency (Dickey's right to terminate upon a developer's bankruptcy may not be enforceable under federal bankruptcy law), judgments against you, levy or foreclosure of your assets, failure to comply with the development schedule, failure to timely execute Franchise Agreements and to pay Franchise Fee, failure to timely open Restaurants or replacement Restaurants, conviction or plea of nolo contendere to certain offenses by your Owner/Operator, threat or danger to public health or safety resulting from construction, maintenance or operation of any Restaurant, failure to designate a replacement Owner/Operator, failure to comply with certain covenants, representations and warranties, transfer or attempted transfer of obligations under the Development Agreement, failure to affect an approved transfer upon death or disability, misuse of the Proprietary Marks, repeated material defaults, or a default under any other agreement you have with Dickey's, its subsidiaries, or affiliates. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</i>
i. Franchisee's obligations on termination/non-renewal	Article 17/ Article 6	Obligations include ceasing operation of your Restaurant, making a lump sum payment of liquidated damages (described in Item 6), ceasing use of confidential information and the Proprietary Marks, retention of the Day One Deposit if termination occurs before the Restaurant Opens as liquidated damages, completing the de-identification with Dickey's, cancel

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]
		assumed name registration, at Dickey's option, assigning your lease and telephone number to Dickey's or its designee, payment of Dickey's damages, costs, and expenses and other fees, returning all Manuals, materials, files and customer lists, delivering access to all social media accounts, selling to Dickey's, at Dickey's option, all of your assets, and complying with confidentiality covenants (also see Item 17r., below)./ <i>Obligations include loss, reduction or modification of Territory and compliance with non-competition covenants.</i>
j. Assignment of contract by franchisor	Article 15/ <i>Article 7</i>	No restriction on Dickey's right to assign./ <i>No restriction on Dickey's right to assign.</i>
k. "Transfer" by franchisee- defined	Article 15/ <i>Article 7</i>	Includes transfer of contract or assets or ownership change./ <i>Includes transfer of contract or assets or ownership change.</i>
l. Franchisor approval of transfer by you	Article 15/ <i>Article 7</i>	Dickey's has the right to approve all transfers (except transfers which are not of a "controlling interest" and transfers of less than 1% interest in publicly held corporations) but will not unreasonably withhold approval./ <i>Dickey's has the right to approve all transfers (except for transfers which are not of a "controlling interest" and transfers of less than 1% interest in publicly traded corporations) but will not unreasonably withhold approval.</i>
m. Conditions for franchisor approval of transfer	Article 15/ <i>Article 7</i>	Except as permitted under state law, conditions include payment of a \$15,000 transfer fee (or such greater amount if Dickey's costs and expenses exceed this amount), receipt of payment of all monetary obligations to Dickey's or its

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]
		<p>affiliates, no default under any agreements with Dickey's or its affiliates, execution of a general release (to the extent not prohibited under applicable law), execution of an agreement by the new franchisee to assume your obligations, if required, execution of a new Franchise Agreement and other agreements, you remain liable for all of your obligations, delivery of all documents Dickey's requires, the new franchisee completes training and otherwise qualifies and the new franchisee renovates the Restaurant as required./</p> <p><i>Except as permitted under state law, conditions include payment of a \$15,000 transfer fee (or such greater amount if Dickey's costs and expenses exceed this amount), payment of all monetary obligations, no default under any agreements, execution of a general release (to the extent not prohibited under applicable law), execution of an agreement by the new developer to assume your obligations, if required, execution of a new Development Agreement and other agreements, you remain liable for all of your obligations and new developer satisfies Dickey's requirements for a developer.</i></p>
n. Franchisor's right of first refusal to acquire franchisee's business	Article 15/ <i>Article 7</i>	<p>Dickey's can match an offer for the franchisee's business./</p> <p><i>Dickey's can match an offer for the developer's business.</i></p>
o. Franchisor's option to purchase franchisee's business	Article 17/ <i>N/A</i>	<p>Dickey's has option to purchase the assets of your business upon termination of the franchise./</p> <p><i>Dickey's does not have any such option.</i></p>

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement	Summary
	[Article in Franchise Agreement/ Article in Development Agreement]	[Items shown in plain bold-face text depict summary from Franchise Agreement / Items shown in italicized text depict summary from Development Agreement]
p. Death or disability of franchisee	Article 15/ <i>Article 7</i>	Interest in franchise must be transferred to an approved person within 12 months in the event of death and 6 months in the event of disability./ <i>Interest in development rights must be transferred to an approved person within 12 months in the event of death and 6 months in the event of disability.</i>
q. Non-competition covenants during the term of the franchise	Article 18/ <i>Article 8</i>	You will not divert any business or customer to a competitor and you will not be involved in a competing restaurant./ <i>You will not divert any business or customer to a competitor and you will not be involved in a competing restaurant.</i>
r. Non-competition covenants after the franchise is terminated or expires	Article 18/ <i>Article 8</i>	No competing business for 2 years within 30 miles of your Restaurant or within 5 miles of another Restaurant (including after assignment)./ <i>No competing business for 2 years within 5 miles of the boundary of the Territory or within 5 miles of another Restaurant.</i>
s. Modification of the agreement	Article 25/ <i>Article 13</i>	Generally, no modifications without your consent, except Dickey's may unilaterally change the scope of the competition covenants, Proprietary Marks and Manual./ <i>Generally, no modifications without your consent, except Dickey's may unilaterally change the scope of the competition covenants and the Proprietary Marks.</i>

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement [Article in Franchise Agreement/ <i>Article in Development Agreement</i>]	Summary [Items shown in plain bold-face text depict summary from Franchise Agreement / <i>Items shown in italicized text depict summary from Development Agreement</i>]
t. Integration/merger clause	Article 25/ <i>Article 13</i>	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 or representations 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 or representations may not be enforceable.</i>
u. Dispute resolution by arbitration or mediation	Article 27/ <i>Article 14</i>	Except for certain claims, all disputes must be mediated and, if not resolved, arbitrated, in Texas unless contrary to applicable state law./ <i>Except for certain claims, all disputes must be mediated and, if not resolved, arbitrated, in Texas unless contrary to applicable state law.</i>

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement [Article in Franchise Agreement/ <i>Article in Development Agreement</i>]	Summary [Items shown in plain bold-face text depict summary from Franchise Agreement / <i>Items shown in italicized text depict summary from Development Agreement</i>]
v. Choice of forum	Article 27/ <i>Article 14</i>	Subject to arbitration requirement, litigation must be in the state district courts of Collin County, Texas or the U.S. District Court for the Eastern District of Texas, Sherman Division 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>Subject to arbitration requirement, litigation must be in the state district courts of Collin County, Texas or the U.S. District Court for the Eastern District of Texas, Sherman Division except as otherwise required by applicable state law.</i> <i>Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</i>
w. Choice of law	Article 27/ <i>Article 14</i>	Except for Federal Arbitration Act and other federal law, 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 at Exhibit F. <i>Except for Federal Arbitration Act and other federal law, Texas law applies except as otherwise required by applicable state law.</i> <i>Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit F.</i>

ITEM 18 PUBLIC FIGURES

Dickey's currently does not use, compensate or provide any benefit to any public figure to promote its franchise, but reserves the right to do so in the future.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's Legal Department by contacting General Counsel (at 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287; Telephone Number: 972-248-9899 x 701247), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1 SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2015 TO 2017				
<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the Year</u>	<u>Net Change</u>
Franchised	2015	403	498	+95
	2016	498	544	+46
	2017	544	559	+15
Company- Owned	2015	11	9	-2
	2016	9	7	-2
	2017	7	5	-2
Total Outlets	2015	414	507	+93
	2016	508	551	+44
	2017	551	564	+13

NOTES:

1. The figures above and in each subsequent table presented in this Item 20 are for the fiscal years June 1, 2015 – May 31, 2015, June 1, 2015 – May 31, 2016, and June 1, 2016 – May 31, 2017.
2. Unless otherwise indicated, the company-owned Restaurants listed above and in each subsequent table presented in this Item 20 are owned by DBP, PTI, and Love Field JV.

TABLE NO. 2 TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2015 TO 2017		
State	Year	Number of Transfers
ALABAMA	2015	1
	2016	1
	2017	0
ARIZONA	2015	0
	2016	0
	2017	1
CALIFORNIA	2015	8
	2016	8
	2017	18
COLORADO	2015	4
	2016	5
	2017	2
FLORIDA	2015	2
	2016	2
	2017	2
GEORGIA	2015	1
	2016	1
	2017	0
IDAHO	2015	4
	2016	5
	2017	1
ILLINOIS	2015	0
	2016	1
	2017	3

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN
FRANCHISOR)
FOR YEARS 2015 TO 2017

State	Year	Number of Transfers
INDIANA	2015	0
	2016	0
	2017	1
MARYLAND	2015	1
	2016	0
	2017	0
MICHIGAN	2015	0
	2016	3
	2017	0
MINNESOTA	2015	1
	2016	1
	2017	2
MISSISSIPPI	2015	0
	2016	1
	2017	0
MONTANA	2015	0
	2016	1
	2017	0
NEVADA	2015	1
	2016	0
	2017	2
NORTH CAROLINA	2015	0
	2016	0
	2017	4
NORTH DAKOTA	2015	1
	2016	0
	2017	0
OHIO	2015	1
	2016	0
	2017	0
OKLAHOMA	2015	0
	2016	4
	2017	0

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN
FRANCHISOR)
FOR YEARS 2015 TO 2017

State	Year	Number of Transfers
PENNSYLVANIA	2015	1
	2016	1
	2017	1
SOUTH DAKOTA	2015	0
	2016	0
	2017	1
TEXAS	2015	22
	2016	16
	2017	19
UTAH	2015	7
	2016	7
	2017	4
VIRGINIA	2015	0
	2016	3
	2017	4
WASHINGTON	2015	1
	2016	1
	2017	0
WISCONSIN	2015	2
	2016	1
	2017	2
WYOMING	2015	0
	2016	1
	2017	0
Totals	2015	58
	2016	63
	2017	67

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2015 TO 2017**

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	2015	2	3					5
	2016	5	2					7
	2017	7	1					8
ARKANSAS	2015	2	6					8
	2016	8	0					8
	2017	8	0				2	6
ARIZONA	2015	6	0					6
	2016	6	2					8
	2017	8	9				3	14
CALIFORNIA	2015	51	28					79
	2016	79	21				4	96
	2017	96	18				11	103
COLORADO	2015	13	4					17
	2016	17	3					20
	2017	20	3					23
CONNECTICUT	2015	1	0				1	0
	2016	0	0					0
	2017	0	0					0
FLORIDA	2015	7	4				3	8
	2016	8	5					13
	2017	13	5				4	14
GEORGIA	2015	12	2					14
	2016	14	0				2	12
	2017	12	0				1	11
IDAHO	2015	6	1					7
	2016	7	0					7
	2017	7	1					8
ILLINOIS	2015	3	1					4
	2016	4	1					5
	2017	5	1					6
IOWA	2015	0	0					0
	2016	0	1					1

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2015 TO 2017**

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
	2017	1	0					1
INDIANA	2015	5	1	1				5
	2016	5	1					6
	2017	6	0					6
KANSAS	2015	3	2					5
	2016	5	0					5
	2017	5	1				1	5
KENTUCKY	2015	0	2					2
	2016	2	2				0	4
	2017	4	0					4
LOUISIANA	2015	5	2					7
	2016	7	1					8
	2017	8	4				1	11
MARYLAND	2015	2	3	1				4
	2016	4	0				1	3
	2017	3	0					3
MICHIGAN	2015	6	2					8
	2016	8	0					8
	2017	8	3				1	10
MINNESOTA	2015	15	1	1			2	13
	2016	13	1				2	12
	2017	12	1				3	10
MISSISSIPPI	2015	10	1					11
	2016	11	3					14
	2017	14	2				1	15
MISSOURI	2015	6	2					8
	2016	8	2					10
	2017	10	1					11
MONTANA	2015	3	0					3
	2016	3	1				1	3
	2017	3	0					3

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2015 TO 2017**

State	Year	Outlets at Start of Year	Outlets Opene d	Terminatio ns	Non- Renewal s	Reacquir ed By Franchiso r	Ceased Operations - Other Reasons	Outlets at End of the Year
NEBRASKA	2015	7	4					11
	2016	11	2					13
	2017	13	0				2	11
NEVADA	2015	6	1					7
	2016	7	0					7
	2017	7	1					8
NEW JERSEY	2015	0	1					1
	2016	1	0					1
	2017	1	0				1	0
NEW MEXICO	2015	0	2					2
	2016	2	1				0	3
	2017	3	2					5
NEW YORK	2015	5	1	1			1	4
	2016	4	0					4
	2017	4	1					5
NORTH CAROLINA	2015	16	1				1	16
	2016	16	1				1	16
	2017	16	0				5	11
NORTH DAKOTA	2015	3	0					3
	2016	3	0				2	1
	2017	1	0					1
OHIO	2015	5	3					8
	2016	8	1					9
	2017	9	0					9
OKLAHOMA	2015	4	2					6
	2016	6	0				3	3
	2017	3	0				2	1
OREGON	2015	2	1					3
	2016	3	1					4
	2017	4	1					5

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2015 TO 2017**

State	Year	Outlets at Start of Year	Outlets Open ed	Terminatio ns	Non- Renewal s	Reacquir ed By Franchiso r	Ceased Operations - Other Reasons	Outlets at End of the Year
PENN- SYLVANIA	2015	7	4					11
	2016	11	3					14
	2017	14	5				4	15
SOUTH CAROLINA	2015	6	0					6
	2016	6	1					7
	2017	7	1				1	7
SOUTH DAKOTA	2015	1	0					1
	2016	1	0					1
	2017	1	1					2
TENNESSEE	2015	3	2				1	4
	2016	4	1				1	4
	2017	4	0					4
TEXAS	2015	124	13	4			4	129
	2016	129	9				7	131
	2017	131	22				16	137
UTAH	2015	23	1				1	23
	2016	23	1				2	22
	2017	22	0				7	15
VIRGINIA	2015	8	2					10
	2016	10	1				2	9
	2017	9	0					9
WASHINGTON	2015	10	7					17
	2016	17	4					21
	2017	21	1				2	20
WEST VIRGINIA	2015	4	3					7
	2016	7	1					8
	2017	8	0					8

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2015 TO 2017**

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
WISCONSIN	2015	10	3				1	12
	2016	12	1					13
	2017	13	2				4	11
WYOMING	2015	1	2					3
	2016	3	0					3
	2017	3	1				1	3
Totals	2015	403	118	8	0	0	15	498
	2016	498	74	0	0	0	28	544
	2017	544	88	0	0	0	73	559

**TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2015 TO 2017**

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
FLORIDA	2015	2	0	0			2
	2016	2			2	0	0
	2017	0					0
OKLAHOMA	2015	2	0	0		2	0
	2016	0					0
	2017	0					0
TEXAS	2015	7	0	0	0	0	7
	2016	7	0	0	0	0	7
	2017	7				2	5
Totals	2015	11	0	0	0	2	9
	2016	9	0	0	2	0	7
	2017	7				2	5

TABLE NO. 5 PROJECTED OPENINGS AS OF MAY 31, 2017			
State	Franchise Agreement Signed But Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
ALABAMA	0	0	0
ALASKA	0	0	0
ARIZONA	13	5	0
ARKANSAS	0	0	0
CALIFORNIA	32	20	0
COLORADO	2	1	0
CONNECTICUT	0	0	0
FLORIDA	8	3	0
GEORGIA	3	5	0
HAWAII	3	0	0
IDAHO	0	0	0
ILLINOIS	0	7	0
INDIANA	0	0	0
IOWA	0	0	0
KANSAS	1	0	0
KENTUCKY	0	1	0
LOUISIANA	1	1	0
MARYLAND	0	5	0
MASSACHUSETTS	1	0	0
MICHIGAN	6	10	0
MINNESOTA	2	0	0
MISSISSIPPI	0	1	0
MISSOURI	1	2	0
NEBRASKA	0	0	0
NEVADA	2	4	0
NEW JERSEY	2	0	0
NEW MEXICO	1	0	0
NEW YORK	2	14	0
NORTH CAROLINA	1	0	0
NORTH DAKOTA	1	0	0
OHIO	3	6	0
OKLAHOMA	0	1	0

TABLE NO. 5 PROJECTED OPENINGS AS OF MAY 31, 2017			
State	Franchise Agreement Signed But Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
OREGON	1	3	0
PENNSYLVANIA	4	1	0
SOUTH CAROLINA	0	0	0
SOUTH DAKOTA	0	0	0
TENNESSEE	2	0	0
TEXAS	39	20	1
UTAH	0	0	0
VIRGINIA	4	2	0
WASHINGTON	4	2	0
WEST VIRGINIA	0	0	0
WISCONSIN	2	0	0
WYOMING	0	0	0
Total	141	114	1

The contact information for current franchisees of open Restaurants and those under development appears in Exhibit L. The contact information for the 168 franchisees who have had a franchise terminated, cancelled, not renewed, transferred, or who otherwise voluntarily ceased to do business under his or her Franchise Agreement during the fiscal year ended May 31, 2017, or who has not communicated with Dickey's within 10 weeks of the Issuance Date, also appears in Exhibit L. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Dickey's franchise System.

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 Dickey's franchise 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 I**:

1. Audited balance sheet of Dickey's as of May 31, 2017, 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, 2016, 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, 2015, and related statement of operations, shareholders' equity and cash flows for the year then ended.

ITEM 22 CONTRACTS

Attached to this Disclosure Document are copies of all proposed agreements that are part of this franchise offering, including the following:

1. Franchise Agreement including ACH Authorization, Franchisee Questionnaire, Consent and Release for Training, State Addenda, and Lease Rider (attached as **Exhibit A**).
2. Development Agreement and State Addenda (attached as **Exhibit B**).
3. General Release (attached as **Exhibit C**).
4. Form of Non-Disclosure Agreement for prospective franchisees to be signed before disclosure of Operations Manual; this form includes covenants not to solicit employees or compete (attached as **Exhibit G**).
5. Form of Management Confidentiality and Non-Competition Agreement for Restaurant managers to sign (attached as **Exhibit H**).
6. Non-Traditional Venue Addendum (attached as **Exhibit J**).
7. Smokestack Customer Agreement (attached as **Exhibit K**).
8. Spark On-Line Services User Agreement (attached as **Exhibit L**).

ITEM 23 RECEIPTS

Our and your copies of the Disclosure Document Receipt are located at the last 2 pages of this Disclosure Document.

EXHIBIT A
FRANCHISE AGREEMENT

DICKEY'S BARBECUE RESTAURANTS, INC.
FRANCHISE AGREEMENT



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

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

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into and effective on the Effective Date (herein so called) stated below, by and between DICKY'S BARBECUE RESTAURANTS, INC., a Texas corporation, hereinafter referred to as "Franchisor" or "Dickey's", and the party identified below in the Franchisee Summary as the Franchisee, hereinafter referred to as the "Franchisee" or "you". The purpose of this Agreement is to set forth the terms and conditions of the business relationship between Franchisor and the Franchisee.

FRANCHISEE SUMMARY

EFFECTIVE DATE (Date Executed by Dickey's): _____

TERM: Twenty (20) Years from Effective Date

REQUIRED OPENING DATE: Eight (8) Months after Effective Date

FRANCHISEE: _____

BUSINESS ENTITY corporation/ partnership/ individual/ limited liability company,
formed under the laws of: _____

FRANCHISEE'S ADDRESS: _____

FRANCHISEE'S TELEPHONE: _____

FRANCHISEE'S FACSIMILE: _____

FRANCHISEE'S E-MAIL ADDRESS: _____

For courtesy purposes only:

ATTORNEY OR ADVISOR: _____

ATTORNEY'S OR ADVISOR'S ADDRESS: _____

FRANCHISE FEE: \$20,000.00	ROYALTY: 5%	MARKETING FUND: 4%
-------------------------------	----------------	-----------------------

WITNESSETH:

WHEREAS, Dickey's has acquired the right to develop and as a result of the expenditure of time, skill, effort and money has developed, a system relating to the establishment and operation of fast casual restaurants under the name and mark "Dickey's Barbecue Pit" (each a "Restaurant") featuring the sale of freshly-prepared barbecued meats and other food products (the "System");

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme and furnishings; special recipes and menu items, uniform standards, specifications and procedures for operations, quality and uniformity of products and services, inventory and management control, training and assistance and advertising and promotional programs; all of which may be changed, improved and further developed by Dickey's from time to time;

WHEREAS, Dickey's has determined to continue development of the System through the granting of franchises using certain trade names, service marks, trademarks, symbols, logos, name and emblems, and indicia of origin, including but not limited to the mark "Dickey's Barbecue Pit" and such other trade names, service marks and trademarks as Dickey's may develop in the future to identify for the public the source of services and products marketed under these marks and under the System and representing the System's high standards of quality, appearance, and service (collectively, the "Proprietary Marks");

WHEREAS, you acknowledge the importance of Dickey's high standards of quality, cleanliness, appearance and customer service and the necessity of operating the business franchised hereunder in conformity with Dickey's standards and specifications; and

WHEREAS, you desire to use the System in connection with the operation of a Restaurant under the name "Dickey's Barbecue Pit" at the location specified hereunder as well as to receive and apply the training and other assistance provided by Dickey's in connection therewith;

WHEREAS, you understand that the Franchise Agreement contains indemnity and arbitration agreements, release provisions, and additional insured obligations in favor of Dickey's;

WHEREAS, you represent and warrant that you are not relying upon any representations (oral or written) except for those contained in this Agreement and in the Franchise Disclosure Document provided to you by Dickey's;

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

ARTICLE 1. FRANCHISE

1.1 GRANT. Dickey's hereby grants to you, upon the terms and conditions in this Agreement, the right and franchise, and you undertake the obligation, to develop and operate a "Dickey's Barbecue Pit" Restaurant (your "Restaurant" or "franchised business") and to use, solely in connection with your operation of the Restaurant, the Proprietary Marks and the System, as such may be changed, improved and further developed by Dickey's from time to time, only at the Accepted Location (as defined in Article 1.2) within the Assigned Area (as defined in Article 1.3).

1.2 ACCEPTED LOCATION. The "Accepted Location" shall be the leased site for your Restaurant in the Assigned Area accepted by Dickey's pursuant to Article 7.4. You shall not relocate the franchised business without the prior written consent of Dickey's. This Agreement does not grant you the right or franchise to operate the Restaurant or to offer or sell any products or services described under this Agreement at or from any other location.

1.3 ASSIGNED AREA & PRIMARY AREA. The “Assigned Area” is initially the county in which this address is located:

Prior to your designation and Dickey’s acceptance of your proposed Restaurant location, Dickey’s may grant to others franchises to open and operate Restaurants within the Assigned Area. You acknowledge that the Assigned Area is large enough for you to locate, establish and operate a Restaurant within such Assigned Area. At such time as you propose and Dickey’s accepts your proposed Restaurant location identified by a specific street address within the Assigned Area so that it becomes the “Accepted Location,” the Assigned Area shall automatically and without further writing be reduced to an area within a one (1)-mile radius of the Accepted Location and thereafter identified as the “Primary Area.” Dickey’s may request that you confirm the specific physical address of the Accepted Location in a writing provided by or acceptable in form and substance to Dickey’s that you sign and deliver to Dickey’s. When and if the Assigned Area converts to the Primary Area, Dickey’s will not establish and operate or license or authorize any other party to establish or operate a Dickey’s Barbecue Restaurant within the Primary Area for the balance of the Term of this Agreement. Except as expressly limited by the previous sentence, Dickey’s and its affiliates retain all rights with respect to Restaurants, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities Dickey’s deems appropriate whenever and wherever Dickey’s desires. Specifically, but without limitation, Dickey’s and its affiliates reserves the following rights:

- (1) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at any locations inside or outside the Assigned Area and Primary Area under trademarks or service marks other than the Proprietary Marks and on any terms and conditions Dickey’s deems appropriate. Neither Dickey’s nor any of its affiliates currently plan to operate or franchise businesses 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 Assigned Area or Primary Area any of the products or services described in this paragraph;
- (2) the right to offer and sell (and authorize others to offer and sell) products and services which may be the same or similar to those offered by Restaurants, under the Proprietary Marks in the Assigned Area and Primary Area, if offered and sold through a distribution channel other than a Restaurant (e.g., product and catalog sales, internet sales, grocery store or supermarket sales, warehouse store sales, memorabilia or recipes through other retail outlets, and other channels of distribution) (“Alternative Channel Products”). The Alternative Channel Products may be packaged for retail sale, and Dickey’s may request or require franchisees to sell or advertise the Alternative Channel Products in their Restaurants. Dickey’s may, in its discretion, contribute a percentage of its revenues from the sale or license of Alternative Channel Products to the Marketing Fund. Dickey’s may offer and sell (and may authorize others to offer and sell) products and services through alternative distribution channels, such as product and catalog sales, internet sales, grocery store sales, and other channels of distribution in the Assigned Area and Primary Area which may be similar to those offered by the Restaurants, under names and marks other than the Proprietary Marks;
- (3) the right to, and to grant to others the right to, at any time, advertise and promote the System, or fulfill customer orders (including but not limited to catering and delivery services) in the Assigned Area and the Primary Area;
- (4) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Assigned Area

and Primary Area under the Proprietary Marks and on any terms and conditions we deem appropriate;

- (5) the right to operate, and to grant others the right to operate Restaurants located anywhere outside the Assigned Area and Primary Area under any terms and conditions we deem appropriate and regardless of proximity to your Restaurant;
- (6) the right to, directly or indirectly, operate, license, or grant a franchise to operate a Restaurant or any other food offering service within the Assigned Area and Primary Area if the location of the Restaurant is in a non-traditional venue including a stadium, corporate campus, shopping mall, airport, military base, health care facility, limited access highway rest stop, college or university campus, theme park, truck stop, casino, food truck, gas station, convenience store, or similar location;
- (7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Restaurants, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Assigned Area and Primary Area); and
- (8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Assigned Area and Primary Area.

ARTICLE 2. TERM AND RENEWAL

2.1 INITIAL TERM. Except as otherwise provided herein, the initial term of this Agreement shall expire twenty (20) years from the Effective Date of this Agreement.

2.2 RENEWAL. To the extent permitted under applicable state law, you may, at your option, renew the franchise granted hereunder for an additional term of ten (10) years, such term to begin upon the expiration of the initial term, subject to the following conditions, all of which (as determined by Dickey's) must be satisfied prior to such renewal:

1. You shall give Dickey's written notice of your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;

2. You shall repair or replace, at your cost and expense, equipment, (including computer hardware and software), signs, menu boards (interior and drive-through, as applicable), interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of your Restaurant as Dickey's may reasonably require and you shall obtain, at your cost and expense, any new or additional equipment, fixtures, supplies and other products and materials which may be reasonably required by Dickey's for you to offer and sell new menu items from your Restaurant or to provide your Restaurant's services by alternative means such as drive-through, carry-out or delivery arrangements and shall otherwise modernize your Restaurant premises (including, without limitation, the modernization of your Restaurant to conform to Dickey's then-current Restaurant specifications and requirements), equipment (including computer hardware and software), signs, menu boards (interior and drive-through, as applicable), interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials required for the operation of your Restaurant, as reasonably required by Dickey's to reflect the then-current standards and image of the System as contained in the Manuals (as defined in Article 3.8) or otherwise provided in writing by Dickey's; provided, that Dickey's shall provide you with a reasonable time period within which to effect such repairs, replacements or acquisitions, and that the total cost of such repairs, replacements or acquisitions required at the time of renewal shall not exceed \$100,000.00;

3. You shall not be in default of any provision of this Agreement or any other agreement between you and Dickey's or its subsidiaries or affiliates; and you shall have substantially and timely complied with all the terms and conditions of this Agreement and such other agreements during their terms;

4. You shall have satisfied all monetary obligations owed by you to Dickey's and its subsidiaries and affiliates under this Agreement and any other agreement between you and Dickey's or its subsidiaries or affiliates and shall have timely met those obligations throughout the term thereof;

5. You shall present evidence satisfactory to Dickey's that you have the right to remain in possession of the Accepted Location for the duration of the renewal term of this Agreement;

6. If you satisfy all of the other conditions for a renewal franchise, you and your Owner/Operator and Investors agree to execute a renewal franchise agreement and any ancillary agreements Dickey's then customarily uses in granting franchises for Restaurants, including a personal guaranty for the renewal term (modified as necessary to reflect the fact that it is for a renewal franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your Owner/Operator and Investors further agree to sign Dickey's then-current form of general release of any and all claims against Dickey's and its affiliates, shareholders, officers, directors, members, employees, agents, successors, and assigns. Dickey's will consider your or your Owner/Operator and Investors' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election by you not to acquire a renewal franchise;

7. You shall pay Dickey's a franchise renewal fee of \$15,000.00;

8. To the extent not prohibited by applicable law, you and your Owner/Operator and Investors shall execute a general release, in a form prescribed by Dickey's, of any and all claims you may have, of whatever nature or kind, against Dickey's and its subsidiaries and affiliates and their respective officers, directors, shareholders, partners, employees, servants, representatives, independent contractors and agents, in their corporate and individual capacities, including without limitation, claims arising under this Agreement and any other agreement between you and Dickey's or its subsidiaries or affiliates and under any federal, state and local laws, rules and ordinances;

9. You shall comply with Dickey's then-current qualification and training requirements; and

10. Your franchise must score above the 50th percentile of the Net Sales/customer complaint ratio we calculate on a chain wide basis for the twelve month period preceding the date you give notice of your intent to renew.

ARTICLE 3. DICKEY'S DUTIES.

Dickey's or its designated affiliate shall provide the following services and assistance to you:

3.1 SITE SELECTION. Dickey's or its designated affiliate shall provide the following site selection assistance:

1. Dickey's or its designated affiliate shall provide you with its counseling and assistance as Dickey's may deem advisable; and

2. Dickey's or its designated affiliate shall provide a site evaluation; provided, however, that neither Dickey's nor its designated affiliate shall provide an on-site evaluation for any proposed site prior to the receipt of all required information and materials concerning such site prepared pursuant to Article 7. Dickey's or its designated affiliate will provide up to three (3) on-site evaluations for your Restaurant (or for your first Restaurant under a Development Agreement). Thereafter, if additional on-site evaluations are deemed appropriate by Dickey's or its designated affiliate or as requested by you, you shall pay a reasonable fee for each such evaluation and shall reimburse Dickey's or its designated affiliate for all

reasonable expenses incurred by Dickey's or its designated affiliate in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging, meals, and wages. As used in this Agreement, "Development Agreement" means an agreement to establish more than one (1) Restaurant executed on or prior to the Effective Date by Dickey's and you or your affiliate, and pursuant to which agreement you are executing this Agreement.

3.2 DESIGN PLANS AND CONSTRUCTION. Dickey's shall maintain a list of approved architects and general contractors. Dickey's has provided a set of prototypical design plans for a Dickey's Barbecue Restaurant to the approved architects. You must, independently and at your expense, have such design plans and specifications adapted for the finish-out or renovation of your Restaurant by a Dickey's-approved architect of your choice in accordance with Article 7.7. You may contract with an alternative architect or general contractor, subject to Dickey's approval. If you request an alternate architect or general contractor, you must, within 30 days of the Effective Date, submit your proposal to Dickey's prior to engaging the architect or general contractor along with a \$750 evaluation fee and the alternate architect and/or general contractor must execute Dickey's then-current form of agreement for alternate architects or general contractors (which may require the architect or general contractor to pay a fee) in order to have the proposal evaluated.

3.3 TRAINING. Dickey's shall provide an initial training program for certain of your personnel in accordance with Article 9 and shall make available such other training programs and seminars as it deems appropriate. All training provided by Dickey's shall be in accordance with Article 9.

3.4 INITIAL PURCHASE. Dickey's shall provide you assistance and advice concerning equipment and will specify your opening inventory selection and purchasing in connection with the opening of your Restaurant.

3.5 PRE-OPENING, OPENING AND OPERATING ASSISTANCE. Dickey's shall provide you with "pre-opening assistance" in accordance with Dickey's "stages and phases" program, and shall provide you with on-site opening supervision and assistance and thereafter such additional advisory assistance in the operation of the franchised business during the term of this Agreement as set forth in Article 9.

3.6 MARKETING FUND. Dickey's has established a system-wide marketing fund (the "Marketing Fund") promoting the System in accordance with Article 5.8. Dickey's may modify or terminate the Marketing Fund at any time in accordance with Article 5.8 and provide for the advertisement and promotion of your Restaurant and the System by such other methods as set forth in Article 5.

3.7 ADVERTISING AND PROMOTIONAL MATERIALS. Dickey's may, from time to time, make available to you at a reasonable cost certain advertising and promotional materials and information developed by Dickey's for your use in marketing and conducting local advertising for your Restaurant. Dickey's shall have the right to review and approve or disapprove all advertising and promotional materials that you propose to use pursuant to Articles 5 and 8.

3.8 OPERATING MANUALS AND SOFTWARE. Dickey's shall provide to you, on loan, and at the cost established by Dickey's or its vendors, one (1) set of the operations manual (the "Operations Manual") and such other manuals, forms, written materials (collectively, as the same may be revised by Dickey's from time to time, the "Manuals") and software programs as Dickey's may, from time to time, develop for use in the franchised business, as more fully described in Articles 8 and 11. You will be required to utilize computer hardware and software pursuant to Article 8.13. Dickey's or Dickey's approved vendor or supplier shall also make available to you, from time to time, any upgrades, enhancements or replacements to the hardware and software that are developed by or on behalf of Dickey's, at such cost as Dickey's makes such upgrades, enhancements, and replacements available to other franchisees operating under the System.

3.9 TRAINING MATERIALS. Dickey's may create, from time to time, training films and other instructional video and audio materials. Upon request, Dickey's shall make available to you, from time to

time, on loan, these materials at such cost as Dickey's makes such materials available to other franchisees operating under the System.

3.10 ONGOING SEMINARS, ETC. Dickey's shall, from time to time, in its discretion, conduct meetings, organize and conduct seminars and other related activities regarding the System for franchisees generally. Dickey's may require your attendance at such events. Except as approved by Dickey's, any costs incurred by you or your Restaurant personnel in attending such events shall be your responsibility. Any video or audio tapes relating to such meetings and seminars will be made available to you, on loan, at such cost as Dickey's makes such materials available to other franchisees operating under the System.

3.11 ONGOING INSTRUCTIONAL MATERIALS. Dickey's shall provide to you, from time to time as Dickey's deems appropriate, advice and written materials concerning techniques of managing and operating your Restaurant, including new developments and improvements in restaurant equipment, food products, packaging, and preparation. Except as set forth herein, you are responsible for the training of your employees in accordance with Dickey's standards.

3.12 ONGOING OPERATING ASSISTANCE. Subject to the availability of appropriate personnel of Dickey's, Dickey's shall provide you ongoing operational assistance from time to time as Dickey's deems necessary.

3.13 LIST OF APPROVED SUPPLIERS AND PREFERRED VENDORS. Dickey's shall provide you, following execution of this Agreement and thereafter from time to time as Dickey's deems appropriate during the term of this Agreement, with a list of Dickey's approved suppliers and preferred vendors as described in Article 8.

3.14 PROPRIETARY PRODUCT SALES. Dickey's may make available at a reasonable cost and, at its option, may require you to purchase from Dickey's or an affiliate for resale to your customers, certain packaged food products such as bottled barbecue sauce, spices, gift cards available for redemption at any Dickey's Restaurant, and certain promotional merchandise identifying the System (such as gift cards, T-shirts, sweatshirts, and caps), in amounts sufficient to meet your customer demand.

3.15 MAINTENANCE OF STANDARDS. Dickey's shall seek to maintain the high standards of quality, appearance, and service of the System, and accordingly shall conduct, as it deems advisable, inspections of your Restaurant and evaluations of the products sold and services rendered therein, as more fully described in Article 8.10.

3.16 DELEGATION OF PERFORMANCE. You agree that Dickey's has the right to delegate the performance of any portion or all of Dickey's obligations under this Agreement to third-party designees, whether these designees are Dickey's affiliates, agents or independent contractors with whom Dickey's contracted to perform these obligations.

ARTICLE 4. FRANCHISE AND ROYALTY FEES

4.1 FRANCHISE FEE. You shall pay Dickey's an initial franchise fee ("Franchise Fee") in an amount equal to Twenty Thousand Dollars (\$20,000.00) upon the execution of this Agreement. **Such initial Franchise Fee shall be nonrefundable.** If a Development Agreement has been executed, the initial Franchise Fee will be payable according to its terms.

4.2 ROYALTY FEES. You shall pay a continuing nonrefundable royalty fee throughout the term of this Agreement, equal to five percent (5%) of the Net Sales (as defined in Article 4.6) of your Restaurant, which shall be due and payable and shall be electronically drafted on your designated bank account on or before the Monday following the calendar week to which such payments relate. If the date on which such payments would otherwise be due is not a business day, then payment shall be due and drafted upon on the next business day. You shall not be entitled to withhold any payments due to Dickey's on grounds of alleged non-performance by Dickey's under this Agreement. The calendar week for which royalty fees are due is sometimes referred to as the "Sales Period".

4.3 SALES REPORT. You shall, during the term of this Agreement on or before the third (3rd) day of each calendar month, submit to Dickey's a report (the "Monthly Sales Report"), prepared and approved by you, setting forth (i) your Restaurant's Net Sales for each Sales Period during the previous calendar month, (ii) the amount of the royalty fee due for each Sales Period during the prior calendar month and (iii) the Marketing Fund contribution due for each Sales Period during the prior calendar month; and (iv) a Restaurant income statement and other reports. In addition, you shall submit to Dickey's on a daily or weekly basis, in such manner as Dickey's may require, a report detailing your Restaurant's Net Sales for the current Sales Period prior to the time that your royalty fees and Marketing Fund contribution for such Sales Period is due and payable.

4.4 ACH TRANSFERS. All payment of royalty fees, Marketing Fund contributions and any other sums owed to Dickey's hereunder shall be made by ACH electronic transfer drawn upon your account at your bank. Such payments shall be determined based upon information retrieved by Dickey's from the Point of Sale System (as defined in Article 8.13) regarding the applicable weekly Sales Period. You agree to accept Dickey's calculation of the royalty fees and Marketing Fund contributions due hereunder and not attempt to withhold any payments absent manifest mathematical error. You shall execute and deliver to Dickey's the ACH authorization in the form attached as **Attachment A** hereto (or such other form as may be required by Dickey's or its bank). You further covenant to maintain your account identified in the ACH transfer authorization throughout the term of this Agreement and to maintain within such account such funds as are necessary to process the payment and transfer of royalty fees or Marketing Fund contributions from time to time. 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 you have insufficient funds in your account to cover a payment or fee due under this Agreement, or if any check is returned due to insufficient funds, you shall pay to Dickey's an additional amount of Thirty-Five Dollars (\$35.00) for each such 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, on-line orders, delivery, third-party voucher sales, catering, and otherwise, including, but not limited to, the sale of food and beverages (both alcoholic and non-alcoholic), 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 "orientation call" with us for your Restaurant. We will use this deposit to pay approved vendors the deposits for your Restaurant's architectural design services, equipment, and signage. If you fail to meet your obligations to develop and commence operations of your Restaurant as provided in Article 7 of this Agreement, so that this Agreement terminates, Dickey's will retain any amounts paid as a "Day One Deposit" to cover payments to approved vendors and as liquidated damages for termination with cause.

4.8 TECHNOLOGY SUPPORT FEE. You are required to pay Dickey's or its designee 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 or its designee, 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. Before you attend the initial training program, 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 promotion. The Restaurant Opening Promotion Funds will be used by Dickey's, in its discretion, to fund marketing materials, local or national advertising and promotional support related to the Restaurant pre-opening and grand opening campaigns, and in some cases post-opening campaigns. Upon your request, an accounting of the Restaurant Opening Promotion Funds spent by Dickey's in connection with your Restaurant pre-opening and grand opening campaigns, and, if applicable, post-opening campaigns will be provided. While Dickey's will exercise best efforts to spend the full amount of the Restaurant Opening Promotion Funds in connection with your Restaurant pre-opening and grand opening campaigns, and, if applicable, post-opening campaigns, any remaining balance after the first six (6) months of the operation of your Restaurant will be deposited into the Marketing Fund and applied by Dickey's in accordance with the procedures described herein for the utilization of the proceeds of the Marketing Fund.

5.3 LOCAL MARKETING. You shall build Dickey's brand awareness in your Assigned Area through direct local marketing and promotion of your Restaurant. Upon Dickey's request, you shall furnish to Dickey's, on a monthly basis, supporting documentation evidencing your efforts. Examples of local marketing include, but are not limited to, promotion through word of mouth, in-store sampling, and the offering of free dinner cards and Be My Guest cards (BMG). You may expend such sums on local marketing as you deem appropriate. Any advertising and promotional materials must be approved by Dickey's prior to use.

5.4 GIFT CARDS. Dickey's has established and administers a promotional gift card acceptance program. You will be required to purchase and carry a minimum carrying inventory of gift cards from Dickey's pursuant to such program. You shall honor any such gift card presented at your Restaurant for the purchase of food and beverage items.

5.5 INTERNET PROMOTIONS. Except as we expressly authorize in the Manuals, you are prohibited from establishing and operating a URL website, mobile apps appearing on smartphones or other electronic devices (including, but not limited to, Android Marketplace or the Apple Store), or social media account or webpage relating to your Restaurant, except that you must participate in and maintain a Facebook page or other relevant social media platforms as the Dickey's marketing team determines under the name "Dickey's Barbecue Pit - [City, State]." You must integrate messaging as the Dickey's marketing team determines on any page you maintain on a social media platform. Dickey's has

established and intends (but is not obligated) to maintain a website under the domain name "Dickeys.com" (the "Dickey's Website"). You authorize Dickey's to identify and promote your Restaurant on Dickey's Website. We may provide guidance, suggestions, mandates and restrictions about web sites and social media for the Restaurant in the Manuals.

5.6 PRICING; PARTICIPATION IN PROMOTIONS. Dickey's reserves the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. You acknowledge and agree that periodic discounts, "value deals," giveaways and other promotions are an integral part of the System. Therefore, you agree to offer and participate in such discounts, giveaways and other promotions at your sole cost and expense, in accordance with Dickey's specifications. You further agree to honor the discounts, giveaways and other promotions offered by other Restaurant franchise owners under any such program Dickey's establishes, as long as such compliance does not contravene any applicable law, rule or regulation.

5.7 GENERAL STANDARDS. All advertising and promotion by you in any medium shall be conducted in a dignified manner and shall conform to the standards and requirements of Dickey's as set forth in the Manuals or otherwise in writing. You shall obtain Dickey's approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by Dickey's or previously approved by Dickey's during the six (6) months prior to their proposed use. You shall submit such unapproved plans and materials to Dickey's and Dickey's shall approve or disapprove such plans and materials within thirty (30) days of Dickey's receipt thereof. You shall not use such unapproved plans or materials until they have been approved by Dickey's, and upon notice from Dickey's, you shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved.

5.8 MARKETING FUND. Dickey's has established a Marketing Fund for the purpose of promoting the System. The Marketing Fund may be operated by an affiliate of Dickey's. You agree to contribute to the Marketing Fund four percent (4%) of your Net Sales of your Restaurant as determined by Dickey's. Such fee shall be paid weekly at the time and in the manner for which royalty fees are paid as set forth in Article 4.

You agree that the Marketing Fund shall be maintained and administered by Dickey's or its designee, in its sole discretion, as follows:

1. Dickey's or its designee shall direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. Dickey's will own the copyright in the design, content and materials created using Fund monies. You agree and acknowledge that the Marketing Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and enhance the collective success of all Restaurants operating under the System. In administering the Marketing Fund, Dickey's and its designee undertake no obligation to make expenditures for you which are equivalent or proportionate to your contributions or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

2. You agree that the Marketing Fund may be used by Dickey's or its designee, in its sole discretion, to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting television, radio, internet/web-based, magazine, newspaper, and electronic media advertising campaigns, developing, implementing, and maintaining an electronic commerce website and/or related strategies; the cost of market research, costs of administering customer loyalty programs, direct mail and outdoor billboard advertising, public relations activities, employing advertising agencies to assist therein, costs of Dickey's personnel and other departmental costs for advertising that is internally administered or prepared by Dickey's, costs of providing other advertising materials to Restaurants operated under the System, and the costs of maintaining Dickey's Website, and the costs of a national "1-800" customer and/or franchisee service telephone number if such service is implemented by Dickey's). All sums paid by you to the Marketing

Fund shall be maintained in a separate account by Dickey's or its designee and shall not be used to defray any of Dickey's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Dickey's or its designee may incur in activities reasonably related to the administration or direction of the Marketing Fund and advertising programs for franchisees and the System. The Marketing Fund and its earnings shall not otherwise inure to the benefit of Dickey's. The Marketing Fund is operated solely as a conduit for collecting and expending the marketing and advertising fees as outlined above and may also be used to establish a catering hotline.

3. A statement of the operations of the Marketing Fund shall be prepared annually by Dickey's and shall be made available to you upon request. Dickey's is not obligated to provide an accounting of each marketing program and spend for your individual Restaurant.

4. Although the Marketing Fund is intended to be of perpetual duration, Dickey's may terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all monies in the Marketing Fund have been expended for advertising or promotional purposes or returned to contributing franchised or Company-Operated Restaurants, without interest, on the basis of their respective contributions.

5.9 ADVERTISING CO-OPS. Dickey's may, in its sole discretion, require you to participate in certain local or regional advertising cooperatives organized and approved by Dickey's, and composed of certain other franchisees located in the geographic area in which you are located as defined in a cooperative advertising agreement. If you are required to participate in a Dickey's-approved advertising cooperative, you will be required to execute Dickey's then-current standard advertising cooperative agreement. Dickey's may terminate any advertising cooperative pursuant to the terms of each particular cooperative advertising agreement. Dickey's reserves the right to require advertising cooperatives to be formed, changed, dissolved or merged.

ARTICLE 6. YOUR ORGANIZATION

6.1 CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY. If you are an individual, within 30 days after the Effective Date, you must form, organize and obtain a Federal Employer Identification Number for an entity such as a corporation, partnership, or limited liability company that will own and operate the Restaurant. On behalf of the entity you will form, or if you are an entity as of the Effective Date, you represent and warrant to, and covenant with Dickey's, and you will provide Dickey's with all documentation required by Dickey's which demonstrates, that:

1. You are duly organized and validly existing under the laws of your state of formation;
2. You are duly qualified to do business and in good standing in the jurisdiction where the Restaurant is located, and in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;
3. Your organizational documents shall at all times provide that your activities are limited to the development and operation of Restaurants and that you will not engage in any other business;
4. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on behalf of you and the holders of your ownership interests, and by all persons and entities which directly or indirectly control or manage your business and affairs (collectively, the "Management Group"), and such actions do not and will not violate, breach or constitute a default under any agreement, judgment, order, law, rule or regulation to which any of the foregoing is a party or by which bound;
5. Your ownership interests are accurately and completely described in Article 21. Further, upon Dickey's request from time to time, you shall provide to Dickey's a current list of all holders of direct and indirect, issued and contingent equity ownership interests in you;

6. If a change in any ownership interest in you occurs, directly or indirectly, you shall notify Dickey's in writing prior to such change and otherwise comply with the terms and conditions of Article 15, and you shall cause each new owner of an equity ownership interest in you to execute a joinder to this Agreement as one of your Investors (as defined in Article 26.3.3) and agree to be individually bound by all of your obligations hereunder as a condition to their equity investment;

7. If you have or at any time shall issue any certificate evidencing any ownership interest in you, you shall have conspicuously noted upon such certificate a statement in form satisfactory to Dickey's that it is held subject to all restrictions on Transfers imposed by this Agreement. In addition, you shall maintain on your records instructions against the Transfer of any of your ownership interests which are prohibited under this Agreement without Dickey's prior written consent, and your organizational documents shall also provide that all ownership interests in you are subject to all restrictions on Transfers imposed by this Agreement;

8. You and, at Dickey's request, your Owner/Operator and each of your Investors, have provided Dickey's with your most recent financial statements and the most recent financial statements of your Owner/Operator and Investors. Such financial statements present fairly your financial position and that of each of your Investors, as applicable, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended. You agree that you shall maintain, and your Investors will cause you to maintain, at all times during the term of this Agreement, sufficient working capital to fulfill your obligations under this Agreement. Each of the entity financial statements mentioned above has been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on your financial statements or those of your Owner/Operator or Investors.

6.2 FRANCHISEE'S NAME. You will not use the name "Dickey's," or any derivative thereof (including the acronym DBRI) in your entity name. You will hold yourself out to the public as an independent contractor operating your Restaurant pursuant to a franchise from Dickey's, and will place a highly visible sign, approved by Dickey's, to such effect at a prominent location within your Restaurant. You will file for a certificate of assumed name in the manner required by applicable state law so as to notify the public that you are operating your Restaurant as an independent business pursuant to this Agreement.

6.3 YOU AND YOUR INVESTORS. You and your Owner/Operator and Investors, as applicable, acknowledge and agree that the representations set forth above in this Article 6 are your continuing obligations and those of your Owner/Operator and Investors and that any failure to comply with such representations shall constitute an event of default under Article 16. You will cooperate with Dickey's in its efforts to verify compliance with such representations.

ARTICLE 7. SITE SELECTION. PLANS AND CONSTRUCTION

7.1 SITE SELECTION. You assume all cost, liability, expense, and responsibility for locating, obtaining and developing your site for your Restaurant within the Assigned Area and for finish-out or renovation and equipping your Restaurant at the Accepted Location. You shall not make any binding commitment to a prospective lessor of real estate with respect to a site for your Restaurant unless the site is accepted as set forth below. You acknowledge that Dickey's acceptance of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee by Dickey's that your Restaurant operated at that site will be profitable or successful. Except as expressly provided herein, no provision of this Agreement will be construed or interpreted to impose any obligation upon Dickey's to locate a site for the Accepted Location, to assist you in the selection of a suitable site for the Accepted Location, or to provide any assistance to you in the lease of the Accepted Location.

7.2 SITE LOCATION. Prior to acquiring by lease a site for your Restaurant, you shall locate a site for your Restaurant within the Assigned Area that satisfies the site selection guidelines provided to you by Dickey's pursuant to Article 3.1 and shall submit to Dickey's or its designated affiliate in the form specified by Dickey's a description of the site, including evidence satisfactory to Dickey's that the site satisfies Dickey's site selection guidelines, together with such other information and materials as Dickey's may reasonably require, and a letter of intent or other evidence satisfactory to Dickey's or its designated affiliate which confirms your favorable prospects for obtaining the site. Recognizing that time is of the essence, you agree that you will submit such information and materials for the proposed site to Dickey's or its designated affiliate for its acceptance no later than sixty (60) days after the execution of this Agreement. Dickey's shall have thirty (30) days after receipt of this information and materials to accept or not accept, in its sole discretion, the proposed site as the location for your Restaurant. No site may be used for the location of your Restaurant unless it is first accepted by Dickey's. **You acknowledge and agree that Dickey's acceptance of your proposed site is not an assurance that the Restaurant will achieve a certain sales volume or profit level; it means only that your proposed site meets Dickey's minimum criteria for Dickey's Restaurants.**

7.3 FAILURE TO ACQUIRE SITE. Your failure to acquire the site for your Restaurant within the time stated in Article 7.5 below, and in the manner required in Article 7.2 above, shall constitute an event of default under this Agreement subject to termination upon notice from Dickey's.

7.4 ACCEPTANCE OF LOCATION. At such time as you locate and Dickey's accepts the proposed location within the Assigned Area, the Assigned Area shall automatically and without requirement of further action be reduced to an area within a one (1)-mile radius of the Accepted Location ("Primary Area"). Upon Dickey's request, the Accepted Location shall be confirmed in writing, in such form and substance acceptable to Dickey's, which describes the location of the Accepted Location and is executed by you and Dickey's.

7.5 LEASE OF RESTAURANT SITE. You shall be required to lease a site for your Restaurant constituting a space which is ready for finish-out or conversion to a Dickey's Restaurant. Within ninety (90) days after execution of this Agreement, you shall lease, at your expense, a location for your Restaurant at a site accepted by Dickey's as set forth above. You must request from the landlord the execution of the lease rider in the form attached to the Franchise Agreement as **Attachment E**. The lease rider allows us to step in to operate the Restaurant if you default under the lease, and assign the lease to a qualified successor franchisee that we recruit. It also provides for a category exclusive in your retail center that prevents the landlord from leasing to another barbecue restaurant. Unless Dickey's has granted you an extension in writing, if you fail to acquire an accepted site within such time period, Dickey's may terminate this Agreement effective immediately upon notice to you. In such event, Dickey's shall not be obligated to return the Franchise Fee or any other fees paid by you under this Agreement. You shall furnish to Dickey's a copy of the executed lease, including the lease rider, for your Restaurant site within ten (10) days of its execution. If the term of the lease for your Restaurant expires before the term of the Franchise Agreement expires, you shall execute a lease renewal or new lease as required for continued operation of the Restaurant at the Accepted Location during the Term of this Agreement. You may not relocate the Restaurant without receiving pre-approval from Dickey's.

7.6 ZONING AND REGULATORY APPROVALS. You shall be responsible for obtaining all zoning and regulatory approvals which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to your Restaurant premises. Prior to beginning the finish-out or renovation of your Restaurant, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of your Restaurant and (ii) certify in writing to Dickey's that the insurance coverage specified in Article 14 is in full force and effect and that all required approvals, clearances, permits, and certifications have been obtained. Upon request, you shall provide to Dickey's additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits, and certifications.

7.7 DESIGN SERVICES. You must independently obtain, at your own expense, any architectural, engineering, and design services you deem necessary for the finish-out or renovation of your Restaurant,

provided that you may only engage an architectural firm listed on Dickey's then-current list of approved architects, unless Dickey's approves in writing another architect which you request to engage. Any franchisee requesting an alternate architect must submit its proposal to Dickey's within 30 days of the Effective Date and prior to engaging the architect along with a \$750 non-refundable evaluation fee and Dickey's then-current alternate architect agreement executed by the alternate architect in order to have the proposal evaluated. You will be required to independently and at your own expense have the design plans and specifications adapted for the finish-out or renovation of your Restaurant by a Dickey's-approved architect in compliance with all applicable federal, state or local laws and ordinances. Dickey's reserves the right to require you to use one of Dickey's then-current approved architects if your alternate architect fails to adapt Dickey's prototypical design plans and specifications to our satisfaction or fails to meet the development timeframe in your Franchise Agreement. With the assistance of a Dickey's-approved architect, you shall adapt the prototypical design plans and specifications for the finish-out or renovation of your Restaurant provided to you by Dickey's in accordance with Article 3.2 as necessary and shall submit such adapted plans to Dickey's for review. If Dickey's determines, in its sole discretion, that any such plans are not consistent with the best interests of the System, Dickey's may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within fifteen (15) days of receiving such plans. If Dickey's fails to notify you of an objection to the plans within this time period, you may use such plans. If Dickey's objects to any such plans, it shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. You shall resubmit your plans with such changes, and Dickey's will notify you within fifteen (15) days of receiving the resubmitted plans whether the plans are acceptable. If Dickey's fails to notify you of any objection within such time period, you may use the resubmitted plans. Dickey's will have no responsibility to you or any other party if the Accepted Location is not finished out or renovated by you or your contractor: (i) according to Dickey's prototype architectural design plans and specifications; (ii) in compliance with all applicable federal, state or local laws and ordinances; or (iii) in a good and workmanlike manner. Notwithstanding the foregoing, Dickey's reserves the right to require you to use an architectural firm listed on Dickey's then-current list of approved architects, if, at any time, the architect that you request to engage fails to adapt Dickey's prototypical design plans and specifications properly, in Dickey's judgment, or fails to meet Dickey's development timeframe.

7.8 ASSIGNMENT OF LEASE AND NOTICES UNDER LEASE. At Dickey's option, no lease for your Restaurant premises shall be accepted by Dickey's unless a rider to the lease permitting an assignment of the lease to Dickey's and providing for the delivery of all notices to Dickey's simultaneously with the delivery of such notices to you as tenant is attached to the lease and incorporated therein. You acknowledge and agree that Dickey's approval or acceptance of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains certain lease terms that Dickey's requires.

7.9 FINISH-OUT OR REMODELING. You shall diligently pursue the finish-out or remodeling (as applicable) of your Restaurant under a written agreement with a general contractor licensed in the Approved Location and approved by Dickey's. You may not act as your own general contractor for the initial development of your Restaurant. If you prefer to use a general contractor that is not on our approved list, you must, within 30 days of the Effective Date, submit the general contractor's qualification information to Dickey's prior to engaging the general contractor along with a \$750 non-refundable evaluation fee. In order to be approved, the general contractor must execute Dickey's then-current master service agreement with Dickey's, which provides for paying you damages if the contractor doesn't finish the work on time, requires that certain terms be included in the contract executed between you and the general contractor, and requires the contractor to pay fees to Dickey's to establish and maintain its status as an approved general contractor. At any time during construction, Dickey's reserves the right to withdraw approval of your general contractor and require you to use one of Dickey's then-current approved general contractors if your contractor fails to complete construction to our satisfaction or fails to meet the development timeframe in your Franchise Agreement. You shall take steps to remove any unapproved general contractor from the construction site within forty-eight (48) hours of receiving written notice from Dickey's. During the time of the finish-out or remodeling, you shall provide Dickey's with such periodic reports regarding the progress of the finishing-out or remodeling as may be reasonably requested by Dickey's or as required by the Contractor Addendum. You shall regularly communicate with

Dickey's construction department regarding the status of the project. Dickey's may require that you engage a professional construction manager to oversee the project. In addition, Dickey's shall make such on-site inspections as it may deem reasonably necessary to evaluate such progress. The finish-out or remodeling of your Restaurant shall be completed no later than one hundred twenty (120) days following the date you sign your lease. In the event you own the Restaurant premises, the finish-out or remodeling shall be completed no later than one hundred and fifty (150) days after the Effective Date of this Agreement. Within a reasonable time after the date of completion of the finish-out or remodeling Dickey's shall, at its option, conduct an inspection of the completed Restaurant. You acknowledge and agree that you will not open your Restaurant for business without the written authorization of Dickey's, that authorization to open shall be conditioned upon your strict compliance with this Agreement, and that Dickey's will not unreasonably withhold its authorization.

7.10 COMMENCE BUSINESS. You acknowledge that time is of the essence. Subject to your compliance with the conditions stated below, you are obligated to open your Restaurant and commence business on or before the expiration of eight (8) months after the Effective Date of this Agreement, unless you obtain an extension of such time period from Dickey's in writing or unless otherwise provided in a Development Agreement between you and Dickey's. Prior to opening, you shall complete all exterior and interior preparations for your Restaurant, including installation of equipment, fixtures, furniture, chairs, tables, lights, kitchen equipment, the barbecue pit and signage, pursuant to the plans and specifications and from vendors approved by Dickey's, and shall comply with all other pre-opening obligations of you, including but not limited to, those obligations described in Articles 4.1, 6.1, 7, 8, 9 and 12 to Dickey's satisfaction. If you fail to comply with any of such obligations, Dickey's shall have the right to prohibit you from commencing business. Your failure to open your Restaurant and commence business in accordance with the foregoing shall be deemed an event of default under Article 16.

ARTICLE 8. RESTAURANT OPERATIONS

8.1 OWNER/OPERATOR. Simultaneously with the execution of this Agreement, you shall designate an individual to serve as the "Owner/Operator" of your Restaurant, unless Dickey's waives such requirement in writing. The Owner/Operator shall satisfy the following qualifications, unless waived in writing by Dickey's:

1. As a corporation, limited liability company, limited partnership, or any other entity, the Owner/Operator shall, at all times during which he or she serves as Owner/Operator, (i) directly or indirectly hold an ownership interest of twenty percent (20%) or more in you, (ii) unless otherwise waived by Dickey's, work on a full-time basis (not less than forty (40) hours per week) in the Restaurant or other Dickey's Restaurant under a Franchise Agreement with Dickey's, and (iii) be fully authorized, directed and entitled (including, under your governing documents, and under any agreements and/or duly adopted resolutions by the shareholders, directors, officers, members, managers, and/or any other owner or governing body of you) to manage and control the day-to-day business affairs of you and to take any action which you are required to take or omit to take under this Agreement, all in such Owner/Operator's sole discretion, and without the approval or joinder of any person or entity. The Owner/Operator shall be Dickey's sole point of contact with regard to franchise matters.

2. Except as otherwise provided in this Agreement, the Owner/Operator's interest in you shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

The Owner/Operator shall execute this Agreement and shall be individually, jointly, and severally bound by, and shall and hereby does guaranty payment and performance of, all your obligations hereunder. There shall be no change, removal, resignation or addition of the Owner/Operator without Dickey's prior written consent. You and your Investors hereby represent and warrant that, as of the date of this Agreement, the undersigned person executing this Agreement as the Owner/Operator has been designated as your Owner/Operator, and such person meets all of the qualifications set forth in this Article for the Owner/Operator.

8.2 SUPERVISION AND MANAGEMENT. Dickey's requires that the Owner/Operator must work at least forty (40) hours per week and participate in the on-premises supervision of your Dickey's Restaurant(s). You shall also employ, in addition to the Owner/Operator, at least two (2) managers per Restaurant who are certified by Dickey's to carry out the day-to-day management and supervision of each such Restaurant. To be certified, such manager must satisfactorily complete the initial training obligations set forth in Article 9, shall meet Dickey's educational, managerial and business standards and shall be approved in writing by Dickey's. In addition, each manager must devote full time and best efforts to the daily management and supervision of your Restaurant.

8.3 POSITION QUALIFICATIONS. The Owner/Operator and at least two (2) managers shall meet any other of Dickey's standards and criteria for such positions, as set forth in the Manuals or otherwise in writing by Dickey's.

8.4 TRAINING REQUIREMENTS. The Owner/Operator and at least two (2) managers shall satisfy the training requirements set forth in Article 9. If, during the term of this Agreement, the Owner/Operator or any manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Article 8, you shall promptly notify Dickey's and designate a replacement within thirty (30) days after the Owner/Operator or manager ceases to serve, such replacement being subject to the same qualifications listed above. You shall provide for interim management of your Restaurant until such replacement is so designated, and such interim management to be conducted in accordance with this Agreement.

8.5 ADDITIONAL MANAGEMENT POSITIONS. You shall retain such additional managers, chefs, and other persons as Dickey's, in its reasonable discretion, deems necessary for the operation and management of your Restaurant. All such personnel shall satisfy Dickey's educational and business criteria as provided to you in the Manuals or otherwise and shall be individuals acceptable to Dickey's. Such individuals shall satisfy the applicable training requirements in Article 9 and such other training required by Dickey's.

8.6 HIRING. You understand that compliance by all franchisees and developers operating under the System with Dickey's training and operational requirements is an essential and material element of the System, and that Dickey's consequently expends substantial time, effort, and expense in training personnel to in turn train and supervise Dickey's franchisees, their owner/operators and other personnel. Accordingly, you agree that, during the term of this Agreement, you shall not employ any individual who is at the time or was at any time during the prior six (6) months employed by Dickey's or any of its subsidiaries or affiliates, including but not limited to individuals employed by Dickey's or its affiliates to work in Company-Operated Restaurants, without the prior written approval of Dickey's, which approval may be withheld in Dickey's sole discretion. The parties expressly acknowledge and agree that no current or former employee of Dickey's, its subsidiaries and affiliates, or of any franchisee or developer under the System shall be a third party beneficiary of this Agreement or any provision hereof. Any such approval by Dickey's shall not constitute a representation or warranty (i) that you are legally entitled to employ such employee, or (ii) as to the future performance of such employee or former employee of Dickey's or its subsidiaries and affiliates, and Dickey's shall not be liable for any losses, of whatever nature or kind, incurred by you as a result of your hiring of such individual.

8.7 USE OF RESTAURANT PREMISES. You shall use your Restaurant premises solely for the operation of the franchised business, shall maintain business hours as provided for in the Manuals or as Dickey's may specify from time to time in writing and shall refrain from using or permitting the use of the premises for any other purpose or activity at any time without obtaining the prior written consent of Dickey's. Business hours of operation shall be prominently posted on each entrance door and all menu items shall be available for customers to purchase during the posted business hours of operation.

8.8 PERSONNEL. You agree to maintain competent, conscientious, and trained personnel to operate your Restaurant in accordance with this Agreement and the Manuals and all applicable laws, regulations, and codes of your jurisdiction and to take such steps as are necessary to ensure that your employees establish and preserve good customer relations, comply with such dress code and/or wear such uniforms

as Dickey's may prescribe in the Manuals or otherwise and observe reasonable standards of grooming and cleanliness.

8.9 HEALTH AND SAFETY STANDARDS. You shall meet and maintain the highest health and safety standards and ratings applicable to the operation of your Restaurant. You shall furnish to Dickey's, within three (3) days after receipt thereof, a copy of any inspection report, warning, citation, certificate, rating, and any other document, of whatever nature or kind, issued by any federal, state, local, or other administrative agency, instrumentality or other organization with respect to the health or safety conditions of your Restaurant. To ensure the highest degree of health and safety of both your customers and employees, you shall prohibit unauthorized persons from gaining access to the kitchen.

8.10 PRODUCTS AND SERVICES. To ensure that the highest degree of quality and service is maintained, you shall operate your Restaurant in strict conformity with such methods, procedures, standards and specifications as Dickey's may from time to time prescribe in the Manuals or otherwise in writing. You further agree:

1. To open your Restaurant to the public during such hours of operation as may be required by Dickey's (currently 11:00 a.m. to 9:00 p.m., seven days a week) and to offer for sale and sell at your Restaurant all menu items and other designated products and services required by Dickey's and to provide such products and services in the manner and style prescribed by Dickey's;

2. To sell and offer for sale only the menu items, products and services that have been expressly approved for sale in writing by Dickey's, to refrain from deviating from Dickey's standards and specifications without Dickey's prior written consent, and to discontinue selling and offering for sale any menu items, products or services which Dickey's may, in its discretion, disapprove in writing at any time;

3. That Dickey's may discard any food or beverage product, without compensation to you, during any on-site inspection, if such food or beverage product does not meet Dickey's standards and specifications.

4. To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies, uniforms, and paper goods that conform to Dickey's standards and specifications and that are purchased from vendors or suppliers approved by Dickey's, to prepare all menu items in strict accordance with Dickey's recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients and serving sizes, and to refrain from deviating from Dickey's standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without Dickey's prior written consent. If you fail to make any of the required menu items available for sale in the Restaurant, Dickey's may direct its approved supplier(s) to deliver, at your expense, a reasonable quantity of the required menu item(s) based upon the sales volume of the Restaurant;

5. To permit Dickey's and its representatives and agents, at any reasonable time, to remove samples of food or non-food items from your inventory or from your Restaurant, without payment therefor, in amounts reasonably necessary for testing by Dickey's or an independent laboratory to determine whether such samples meet Dickey's then-current recipes, standards and specifications. In addition to any other remedies it may have under this Agreement, Dickey's may require you to bear the cost of such testing if the supplier of the item has not previously been approved by Dickey's or if the sample fails to conform with Dickey's specifications; and

6. To purchase or lease and install, at your expense, all fixtures, furnishings, barbecue cooking equipment, kitchen and dining room equipment, Point of Sale Systems, credit card and gift card processing equipment, computer hardware (including internet connections and service, dedicated telephone and power lines and other related accessories, peripherals, consoles and equipment required to operate the Point of Sale System) and software (including without limitation the software described in Article 8.13), menu boards (interior and exterior, as applicable), decor items and signs required by Dickey's, all of which must be purchased from vendors and suppliers approved by Dickey's and must

conform to Dickey's standards and specifications as Dickey's may reasonably direct from time to time in the Manuals or otherwise in writing, and to refrain from installing or permitting to be installed on or about your Restaurant premises, without Dickey's prior written consent, any fixtures, furnishings, kitchen and dining room equipment, computer hardware and software, menu boards, decor items, signs, games, vending machines or other items not previously approved by Dickey's. If any of the property described above is leased by you from a third party, such lease must be approved by Dickey's, in writing, prior to execution. Dickey's approval shall be conditioned upon such lease containing a provision which permits any of your interest in the lease to be assigned to Dickey's upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon Dickey's in connection with such assignment.

8.11 APPROVED SUPPLIERS. Except for those items which you are required to obtain from Dickey's or its designee, you shall obtain all food and beverage items, ingredients, supplies, equipment (including the Point of Sale Systems allowing remote access by Dickey's), computer hardware and software, materials and other products used or offered for sale at or from your Restaurant solely from vendors or suppliers (including manufacturers, distributors and other sources) approved by Dickey's and who demonstrate, to the continuing reasonable satisfaction of Dickey's, the ability to meet Dickey's then-current standards and specifications for such items, who possess adequate quality controls and capacity to supply your needs promptly and reliably and who have been approved in writing by Dickey's prior to any purchases by you and have not thereafter been disapproved. Dickey's or any affiliate or subsidiary may be an approved supplier of certain items and products. Dickey's may limit the number of approved distributors or suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that Dickey's already designated an exclusive source (which might be Dickey's or its affiliate) for a particular item or service. Dickey's may or may not receive compensation or other economic benefits from these approved suppliers. If you desire to purchase, lease or use any products from an unapproved supplier, you shall submit to Dickey's a written request for such approval or may request the supplier to do so. You shall not purchase or lease from any supplier until such supplier has been approved in writing by Dickey's. Dickey's shall have the right to require that its representatives and agents be permitted to inspect the supplier's facilities and that samples from the supplier be delivered either to Dickey's or to an independent laboratory designated by Dickey's for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by you or the supplier. Dickey's reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Dickey's then-current criteria. Nothing above shall require Dickey's to approve any particular supplier.

Dickey's may also provide you from time to time a list of preferred vendors offering products and services typically of use to persons owning Restaurants similar to your Restaurant. You are not required to subscribe to those services unless Dickey's so stipulates. Dickey's may or may not receive compensation or other economic benefits from these approved vendors. The list of approved vendors may be modified by Dickey's from time to time.

8.12 SYSTEM SECRET RECIPES. You acknowledge and agree that Dickey's has developed and may continue to develop for use in the System barbecue seasonings, barbecue sauce, salad dressings and other products which are prepared from highly confidential secret recipes and which are trade secrets of Dickey's or an affiliate. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that Dickey's closely control the production and distribution of such products. Accordingly, you agree that as and when such products become a part of the System, you shall use only Dickey's secret recipe products and shall purchase solely from Dickey's or from a source designated by Dickey's all of your requirements for such products.

8.13 SOFTWARE AND HARDWARE. Dickey's requires that you utilize certain computer hardware and software in connection with the operation of your Restaurant. You agree to implement and use in the operation of your Restaurant point of sale computer hardware, software and related consoles and modules approved and required by Dickey's (collectively, the "Point of Sale System") or any replacement

hardware and/or software system Dickey's may designate from time to time. Additionally, you agree to implement and use QuickBooks accounting software in the operation of your Restaurant. Further, you agree to implement and use in the operation of your Restaurant any upgrades, enhancements, replacements and additions to any computer hardware and software (including, without limitation, with regard the Point of Sale System) required by Dickey's from time to time. You shall be licensed to use or subscribe to and implement and keep in good repair all accounting/financial reporting programs and systems as Dickey's may require (and any upgrades, enhancements, replacements, modifications or additions required by Dickey's thereto), including, without limitation, the Point of Sale System which allows Dickey's to access your accounting and cash receipts and sales directly, and in this regard, you acknowledge that Dickey's shall have exclusive control over such systems and programs and the data generated thereby, and you shall not attempt to modify, regulate, block or restrict Dickey's access to the information and data generated or stored in the Point of Sale System.

8.14 PRE-PACKAGED FOOD ITEMS AND PROMOTIONAL MERCHANDISE. Dickey's may make available at a reasonable cost and, at its option, will require you to purchase from Dickey's, for resale to your customers, certain prepackaged food items including, but not limited to, meats, barbecue sauce, potato chips and vegetables and certain promotional merchandise identifying the System (such as T-shirts, sweatshirts, etc.), in amounts necessary to meet your customer demand.

8.15 ADVERTISING AND PROMOTIONAL MATERIALS. You shall require all advertising and promotional materials, menu boards, signs, decorations, paper goods (including menus and all forms and stationery used in the franchised business), and other items which may be designated by Dickey's to bear the Proprietary Marks in the form, color, location and manner prescribed by Dickey's. You will not conduct any advertising, promotion, marketing, public relations or telemarketing program or campaign for your Restaurant unless and until Dickey's has given you prior written approval for all concepts, materials or media proposed on any such advertising, promotion, marketing, public relations or telemarketing program or campaign. You shall purchase collateral marketing materials from Dickey's or its designated supplier as required in connection with such advertising and marketing programs. You will not permit any third party to advertise its business, services or products on the premises of the Accepted Location without obtaining the prior written approval of Dickey's.

8.16 MAINTENANCE. You shall, at your expense, repair, paint and keep in a clean and sanitary condition the interior, the exterior, the parking lot, menu boards (interior and exterior, as applicable), signage, interior and exterior lighting, and the grounds of your Restaurant and the Accepted Location, and will replace all floor covering, wall coverings, light fixtures, curtains, blinds, shades, furniture, room furnishings, wall hangings, menu boards, signs, fixtures and other décor items as such items become worn-out, soiled or in disrepair. All mechanical equipment, including ventilation, heating and air conditioning, must be kept in good working order by you at all times and must meet Dickey's quality standards. All replacement equipment, décor items, furniture, fixtures, menu boards, signs, supplies and other items used in your Restaurant by you must comply with Dickey's then-current standards and specifications.

8.17 REMODELING AND REDECORATION OF RESTAURANT. At Dickey's request, you will make the reasonable capital expenditures necessary to extensively remodel, modernize, redecorate and renovate your Restaurant (including, without limitation, to conform your Restaurant to Dickey's then-current Restaurant specifications and requirements) and the Accepted Location and to replace and modernize the furniture, menu boards, fixtures, supplies and equipment so that your Restaurant will at all times reflect the then-current image of Dickey's Restaurants. All remodeling, modernization, redecoration and renovation must be done in accordance with the standards and specifications prescribed by Dickey's from time to time, and must have the prior written approval of Dickey's. All replacements for the furniture, menu boards, fixtures, supplies and equipment must conform to Dickey's then-current quality standards, and must be approved by Dickey's in writing. You will commence remodeling, modernizing, redecorating and renovating your Restaurant within six (6) months after the date you receive written notice from Dickey's specifying the required remodeling, modernization, redecoration and renovation, and will diligently complete such remodeling, modernization, redecoration and renovation within a reasonable time. You will not be required to extensively remodel, modernize, redecorate and renovate your

Restaurant or to replace and modernize its furniture, menu boards, fixtures, supplies and equipment more than once every five (5) years during the term of this Agreement, or incur more than \$50,000.00 in costs for each such remodeling or renovation.

8.18 SIGNAGE. You shall only display signs on or within your Restaurant premises which comply with guidelines established by Dickey's or that have been approved by Dickey's in writing, and you shall not use or display any other signs of any kind or nature on or within your Restaurant without obtaining prior written approval of Dickey's. You will, at your expense, be responsible for any and all installation costs, sign costs, architectural fees, engineering costs, construction costs, permits, licenses, repairs, maintenance, utilities, insurance, taxes, assessments and levies in connection with the erection or use of the signs including, if applicable, all electrical work, construction of the base and foundation, relocation of power lines and all required soil preparation work. You will comply with all federal, state and local laws, regulations, lease requirements, building codes and ordinances relating to the erection, maintenance and use of the signs. You may not alter, remove, change, modify, or redesign the signs unless approved by Dickey's in writing. Dickey's reserves the right from time to time to redesign the layout or the plans and specifications for signage during the term of the Agreement without your approval or consent. Within thirty (30) days after receipt of written notice from Dickey's, you must, at your expense, either modify or replace your signage so that the signs at your Restaurant comply with Dickey's modified signage requirements. You will not be required to modify or replace the signs more than once every five (5) years. Dickey's will be entitled to seek injunctive relief against you, without the posting of any bond or security, to require you, at your expense, to: (i) exhibit, use and display the approved signs at your Restaurant during the term of this Agreement; (ii) remove the signs upon the termination or expiration of this Agreement; and (iii) remove the signs from any former location upon any relocation of your Restaurant.

8.19 VENDING AND GAMING MACHINES. You will not permit any automated teller machine (ATM), juke box, video electronic games, vending machines, coin or token operated machines (including pinball), gambling machines or other gambling devices to be used in the premises of your Restaurant, other than those approved by Dickey's in writing. You will not keep or offer for sale or allow employees to offer for sale at your Restaurant any tickets, subscriptions, pools, chances, raffles, lottery tickets or pull tabs, except by written consent of Dickey's.

8.20 ALCOHOLIC BEVERAGES. You shall serve beer (and such other alcoholic beverages 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 or by your Restaurant. You may request a waiver of this obligation from Dickey's, which Dickey's will not unreasonably withhold, delay or condition. You covenant to comply with all licensing, serving, server training, server qualification, 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 alcoholic beverage liability insurance requirements outlined in Article 14 and which Dickey's may subsequently promulgate. Your obligations to indemnify and defend Dickey's and certain other parties set forth in Article 20 apply to your offer and sale of alcoholic beverages, as provided therein. Such indemnification obligations are incorporated herein by this reference.

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 (or its representatives and agents) shall have the right (without, however, any obligation), to correct such deficiencies at your expense, 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 FRANCHISE DIRECTOR. Dickey's may elect, in its sole discretion, to assign to you a Franchise Director (herein so called), who shall be an employee, representative or agent of Dickey's. The Franchise Director may advise you as to any operational matters regarding your Restaurant as Dickey's may require. Should Dickey's elect to assign a Franchise Director, you will fully cooperate with the Franchise Director in implementing any recommendations made by the Franchise Director regarding operational matters. Dickey's is not obligated to assign to you a Franchise Director, and at any time, Dickey's may choose to terminate the assignment of any Franchise Director or reassign to you a different Franchise Director.

8.25 CATERING. You shall at all times offer catering services in accordance with Dickey's policies and procedures. You shall maintain a cargo/mini 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. In fulfilling catering orders, you shall comply with Dickey's policies and procedures regarding the hotline. You acknowledge that Dickey's reserves the right to suspend or terminate your hotline and any other catering lead referrals and redirect them to other Dickey's restaurants for service if Dickey's determines that you (i) do not comply with Dickey's policies and procedures, (ii) are not using suppliers approved by Dickey's for all items you are required to obtain from approved suppliers, or (iii) provide catering service that is deficient or is the subject of customer complaints Dickey's deems to be unacceptable. 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, relationship with or proximity to the customer placing the order. You shall process all catering orders and perform catering services in strict compliance with the standards proscribed by Dickey's and set forth in the Manuals.

8.26 DRIVE-THROUGH SERVICES. If your Restaurant contains drive-through facilities or may be developed to contain drive-thru facilities and Dickey's determines that your Restaurant should provide drive-through service, you shall provide drive-through service at your Restaurant in accordance with Dickey's policies and procedures.

8.27 COMPLIANCE. You acknowledge that you will at all times promote the Dickey's brand, goodwill and Proprietary Marks, shall take or suffer no action which would reflect negativity on Dickey's brand, goodwill and Proprietary Marks, and shall comply with all the covenants and obligations imposed upon you under this Agreement, the Manuals and Dickey's policies and procedures. Your failure to comply with any such covenants or obligations shall constitute an event of default under Article 16.

ARTICLE 9. TRAINING

You agree that it is necessary to the continued operation of the System and your Restaurant that your Owner/Operator, at least two of your managers and other Restaurant personnel as specified in the Manuals or as Dickey's may otherwise require receive the training and accordingly agree as follows:

9.1 INITIAL TRAINING PROGRAM.

1. Not later than sixty (60) days prior to the Opening Date on a date or dates designated by Dickey's, the Owner/Operator and two (2) other managers shall have completed, to Dickey's satisfaction, Dickey's initial training program. Prior to attending the initial training program, each participant must satisfy Dickey's then-current requirements for admission to the program, which requirements may include that the potential participant (i) has attended and successfully completed such ServSafe training classes and obtained such ServSafe certifications required by Dickey's, (ii) successfully completed a phone interview with a representative of Dickey's, and (iii) delivered to Dickey's fully completed copies of Dickey's current application forms and payment of the training fees for the initial training program. The Owner/Operator will attend training at Barbecue University which shall be conducted at Dickey's corporate training center, and the two restaurant managers will receive online training and on-site training at your Restaurant from a traveling trainer. Dickey's shall determine, in its sole discretion, whether your trainees have satisfactorily completed initial training. If any of your designated trainees fail to meet the admission requirements for the initial training program, if the training program is not satisfactorily completed by your trainees, or if Dickey's, in its reasonable business judgment based upon the performance of your trainees, determines that the training program cannot or will not be satisfactorily completed by all such person(s), you shall immediately designate replacement trainee(s), as applicable, to apply for and complete such initial training no later than thirty (30) days from the date of any such occurrence (but in any event no later than sixty (60) days prior to the Opening Date). Your management personnel must successfully complete the training program as determined and certified in writing by Dickey's prior to commencing pre-opening operations, as defined in the Manuals. You shall be responsible for any and all expenses incurred by you or your trainees in connection with the initial training program, including, without limitation, costs of travel, lodging, meals, uniforms and wages.

2. Without limiting Dickey's right to terminate this Agreement pursuant to Article 16, if you fail to designate replacement trainee(s) who have satisfied the admission requirements for the initial training program, if the initial training program is not satisfactorily completed by any replacement trainee (or the initial designees if no replacement is designated) by the required deadline set forth above, or if Dickey's determines that the training program cannot or will not be satisfactorily completed by such person(s), as set forth above, Dickey's may, in its sole discretion, terminate this Agreement effective immediately upon notice to you. Dickey's shall not be obligated to return the Franchise Fee or any other fee paid by you under this Agreement.

3. Dickey's shall provide instructors and training materials for the initial training program. If this Agreement is for your first Dickey's Restaurant, when you register your Owner/Operator for training, you must pay Dickey's a fee equal to \$1,150.00 for each Owner/Operator and any other individual(s) you designate and Dickey's approves attending Barbecue University in Dallas, Texas. You must also pay Dickey's a fee of \$1,750.00 at least thirty (30) days prior to the Restaurant opening for online and on-site training during the opening of the Restaurant of up to three (3) individuals, which includes manager certification. If more than three (3) individuals will receive on-site training and manager certification, you must pay Dickey's the then-current training fee for each additional attendee. Any successor or replacement Owner/Operator, managers, employees and any additional Restaurant personnel may be required by Dickey's to attend and complete, to Dickey's satisfaction, Dickey's initial training program. Dickey's reserves the right to impose a training fee for any such additional initial training programs. You shall be responsible for any 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 recertification program online through Barbecue University. 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.

B. You shall use the Proprietary Marks only for the operation of your Restaurant at its Accepted Location or in connection with advertising related to your Restaurant and only during the term of this Agreement. You expressly agree to cease use of the Proprietary Marks after the termination or expiration of this Agreement and shall take appropriate action to remove the Proprietary Marks from your Restaurant premises and to cancel any advertising relating to your use of the Proprietary Marks;

C. Unless otherwise authorized or required by Dickey's, you shall operate and advertise the franchised business only under the name "Dickey's Barbecue Pit" without prefix or suffix;

D. During the term of this Agreement, you shall identify yourself as the owner of the franchised business (i) in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts and (ii) in a notice of such content and form and at conspicuous locations on your Restaurant premises;

E. You shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Dickey's;

F. Except as otherwise specified in this Agreement, you shall not use the Proprietary Marks as part of any website, domain name, e-mail address, or social media webpage;

G. You shall comply with Dickey's instructions in filing and maintaining any requisite trade name or fictitious name registrations and shall execute any documents deemed necessary by Dickey's or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and

H. You shall immediately notify Dickey's of any infringement or challenge to its use of any of the Proprietary Marks or claim by any person of any rights in any of the Proprietary Marks. You, your Investors and your Owner/Operator agree that they will not communicate with any person other than Dickey's and Dickey's counsel in connection with any such infringement, challenge or claim. Dickey's shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, or Patent and Trademark Office action or other proceeding (including any claim or proceeding instituted before a foreign tribunal), arising out of any infringement, challenge or claim or otherwise relating to any of the Proprietary Marks. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Dickey's counsel, be necessary or advisable to protect and maintain Dickey's interests in any such litigation or Patent and Trademark Office or other proceeding, or to otherwise protect and maintain Dickey's interest in the Proprietary Marks. DICKY'S WILL INDEMNIFY YOU AGAINST AND REIMBURSE YOU FOR ALL DAMAGES FOR WHICH YOU ARE HELD LIABLE IN ANY PROCEEDING ARISING OUT OF YOUR USE OF ANY OF THE PROPRIETARY MARKS, PROVIDED THAT THE CONDUCT OF YOU, YOUR INVESTORS AND YOUR OWNER/OPERATOR WITH RESPECT TO SUCH PROCEEDING AND USE OF THE PROPRIETARY MARKS IS IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

2. You expressly understand and acknowledge that:

A. Dickey's Barbecue Pit, Inc. and Dickey's are the owner and licensee, respectively, of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;

B. Pursuant to its license with Dickey's Barbecue Pit, Inc., Dickey's has the right to use and grant sublicenses to use the Proprietary Marks to franchisees in connection with the operation of businesses under the System;

C. The Proprietary Marks are valid and serve to identify Dickey's and Dickey's Barbecue Pit, Inc. as the source of origin of goods and services provided under them;

D. You shall not directly or indirectly contest the validity of Dickey's or Dickey's Barbecue Pit, Inc.'s ownership or interest in or validity of the Proprietary Marks;

E. Your use of the Proprietary Marks under this Agreement does not give you any ownership or other interest in or to the Proprietary Marks, except the sublicense granted by this Agreement;

F. Any and all goodwill arising from your use of the Proprietary Marks in your franchised business under this Agreement shall inure solely and exclusively to Dickey's benefit, and upon the expiration or termination of this Agreement and the sublicense herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

G. The right and license of the Proprietary Marks granted hereunder to you is nonexclusive and Dickey's and Dickey's Barbecue Pit, Inc. thus have and retain the following rights, among others, subject only to the limitations of Article 1:

i. To use for their own account and to grant other sublicenses for use of the Proprietary Marks, in addition to those sublicenses already granted to existing franchisees;

ii. To develop and establish other systems using the Proprietary Marks or other names or marks and to grant sublicenses or franchises thereto without providing any rights to you; and

iii. To engage, directly or indirectly, through their employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (1) the production, distribution, license and sale of products and services and (2) the use in connection with such production, distribution and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics as may be developed or used from time to time by Dickey's; and

H. Dickey's reserves the right to add or substitute different trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin for the Proprietary Marks for use in identifying the System and the businesses operating thereunder; or if Dickey's, in its sole discretion, determines that the addition or substitution of different trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin will be beneficial to the System. In such event, Dickey's may require you to discontinue or modify your use of any of the Proprietary Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin.

ARTICLE 11. CONFIDENTIAL FRANCHISE OPERATIONS MANUALS

11.1 PROVISIONS OF MANUAL. You shall receive from Dickey's one (1) set of the Manuals at the cost established by Dickey's or its vendors and shall retain such set of the Manuals, or any replacement, for so long as this Agreement remains in effect. Dickey's may periodically update the Manuals and other forms necessary for running your business. In the event of updates, Dickey's may make arrangements for automatic delivery of the revised Manuals and/or forms and you must accept and begin to use the updated materials. Dickey's or its designated vendor will invoice you for the costs associated such replacement Manuals and other materials, which is payable by you upon its receipt.

11.2 USE. To protect the reputation and goodwill of Dickey's and to maintain high standards of operation under Dickey's Proprietary Marks, you shall conduct your business in accordance with the Manuals, other written directives which Dickey's may issue to you from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved by Dickey's for use in the operation of the franchised business.

11.3 CONFIDENTIALITY. You, your Owner/Operator and Investors, and any other person affiliated with you shall at all times treat the Manuals, any written directives of Dickey's, and any other manuals and materials, and the information contained therein, as confidential and shall maintain such information as secret and confidential in accordance with Article 12. You and such persons shall not at any time copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make these materials available to any unauthorized person.

11.4 OWNERSHIP. The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by Dickey's shall at all times remain the sole property of Dickey's, shall at all times be kept in a secure place on your Restaurant premises and shall be returned to Dickey's immediately upon request or upon termination or expiration of this Agreement.

11.5 SUPPLEMENTATION OF AGREEMENT. The Manuals, any written directives and any other manuals and materials issued by Dickey's and any modifications to such materials shall supplement this Agreement.

11.6 REVISIONS. Dickey's may, from time to time, revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the franchised business. You expressly agree to comply with each new or changed standard; provided, however, you shall have thirty (30) days in which to implement compliance with each new or changed standard.

11.7 MAINTENANCE. You shall, at all times, ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Dickey's at Dickey's corporate office shall control.

ARTICLE 12. CONFIDENTIALITY COVENANTS

12.1 DISCLOSURE OF CONFIDENTIAL INFORMATION. You acknowledge that Dickey's will disclose to you confidential proprietary information and trade secrets of Dickey's as part of the training program and the other services to be rendered by Dickey's hereunder. You, your Owner/Operator, Investors and all other persons affiliated with you shall not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person(s), partnership, association, corporation or other entity any confidential information, knowledge or know-how concerning the methods of operation of the franchised business which may be communicated to you or any of such persons or of which they may be apprised by virtue of your operation of the franchised business under this Agreement. You and your Owner/Operator and each of your Investors shall divulge such confidential information only to your manager(s) of your Restaurant and such other Restaurant personnel as may reasonably require access to it to operate the franchised business. Any and all information, knowledge, know-how and techniques used in or related to the System which Dickey's communicates to you or your Owner/Operator (including your Investors only if they are an Owner/Operator or have received the confidential information or training) including, but not limited to, the Manuals, recipes, sauces, spice mixes and rubs, plans and specifications, marketing information and strategies and site evaluation and selection guidelines and techniques, shall be deemed confidential for purposes of this Agreement. Neither you nor your Owner/Operator nor your Investors shall at any time, without Dickey's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenant in this Article 12.1 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be binding upon you, your Owner/Operator and your Investors.

12.2 CONFIDENTIALITY AGREEMENTS FROM OTHER PARTIES. At Dickey's request, and in addition to the requirements of the other provisions of this Agreement, you shall obtain and deliver to Dickey's an executed confidentiality agreement, in such form and content satisfactory to Dickey's, from the holders of any direct or indirect ownership interest in you having access to any confidential information of Dickey's, pursuant to which agreement the signatory covenants and agrees to maintain the

confidentiality of the information received by such person or entity in connection with your relationship with Dickey's.

12.3 NEW CONCEPTS, PROCESSES OR IMPROVEMENTS. If you, your Owner/Operator or any other person affiliated with you develop any new concept, process or improvement in the operation or promotion of your Restaurant, you agree to promptly notify Dickey's prior to implementation and provide Dickey's with all necessary related information, without compensation. Dickey's reserves the right to approve any such new concept, process or improvement prior to implementation in your Restaurant. You, your Owner/Operator and your Investors acknowledge that any such concept, process or improvement shall become the property of Dickey's and Dickey's may use or disclose such information to other franchisees or developers as it determines to be appropriate.

12.4 INJUNCTIVE RELIEF. You, your Owner/Operator and your Investors acknowledge that any failure to comply with this Article 12 shall constitute an event of default under Article 16 and will cause Dickey's irreparable injury for which no adequate remedy at law may be available, and you, your Owner/Operator and your Investors accordingly consent to the issuance of an injunction prohibiting any conduct by you or such persons in violation of this Article 12. You, your Owner/Operator and your Investors agree to pay all expenses (including court costs and reasonable legal fees), incurred by Dickey's in enforcing this Article 12 (including obtaining specific performance, injunctive relief or any other equitable or other remedy available to Dickey's for any violation of this Article 12). This remedy is in addition to any other remedies Dickey's may have hereunder or at law or equity.

ARTICLE 13. ACCOUNTING AND RECORDS

13.1 ACCOUNTING SERVICES. Dickey's may require you to use an accounting firm approved by Dickey's (which Dickey's may limit to an exclusive source, including a Dickey's affiliate or subsidiary) to provide comprehensive accounting services for your Restaurant. If you prefer to use an accounting firm that is not on our approved list, you must submit the accountant's information and your contract with the accounting firm to Dickey's for its approval prior to engaging the accountant. We may withhold our approval if we determine (in our judgment) that your proposed accountant does not demonstrate the experience, credentials or qualifications necessary to provide accounting services for your Restaurant and the System.

13.2 MAINTENANCE OF RECORDS. You shall maintain during the term of this Agreement and shall preserve for such period as may be required by law but not less than three (3) years from the dates of their preparation full, complete and accurate books, records and accounts including, but not limited to, sales slips, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers in accordance with generally accepted accounting principles on a timely basis and in a consistent form and manner as prescribed by Dickey's from time to time in the Manuals or in other written directives.

13.3 REPORTING REQUIREMENTS. You and your accountant shall prepare all financial reporting on you and the Restaurant in accordance with the accounting methods, principles and practices prescribed by Dickey's for the accounting periods prescribed by Dickey's in the Manuals or otherwise in writing. During the term of this Agreement, you shall, at your expense, complete and submit to Dickey's on a continuous basis each of the following reports at the time set forth below and in the form prescribed by Dickey's in the Manuals or in other written directives:

1. A Monthly Sales Report, to be delivered to Dickey's in accordance with and on or before the dates set forth in Article 4.3;

2. A monthly advertising expenditure report consisting of invoices or other documents which accurately reflect your expenditures for local advertising for each Sales Period during the previous calendar month, to be delivered to Dickey's within ten (10) days following the end of the last monthly Sales Period during such calendar month;

3. True, complete and correct copies of your state sales tax reports and returns on or before ten (10) days following the date such reports and returns are to be filed with the appropriate governmental authority; and

4. Such other forms, reports, graphs, information, and data as Dickey's may reasonably request, in the form and at the times specified in the Manuals or other written directives.

Additionally, you agree that you will provide Dickey's access to your Back of House ("BOH") computer to allow Dickey's, or its affiliates or designees, to install agents on the BOH computer for the purposes of retrieving, storing, and transmitting to Dickey's or its affiliate certain data for sales reporting purposes. You acknowledge and agree that the installation of these agents is a required reporting obligation under this Agreement. Further, you agree that you shall not tamper with or remove the agents during the term, or any renewal term, of this Agreement.

13.4 BALANCE SHEETS, INCOME AND STATEMENTS OF CHANGE. You shall prepare and submit to Dickey's an unaudited balance sheet, income statement, and statement of changes in financial position for the franchised business, prepared in accordance with generally accepted accounting principles, dated as of the end of your fiscal year, within sixty (60) days after the end of your fiscal year, which financial statement shall be signed by you or by your chief financial officer attesting that it is true, complete, and correct.

13.5 EXAMINATION OF AUDIT RECORDS. Dickey's or its designees shall have the right at all reasonable times, during the term of this Agreement and for a 12-month period following termination or expiration of this Agreement, to access your point of sale system, to examine and copy, at Dickey's expense, your books, records and tax returns. Dickey's shall also have the right, at any time, to have an independent audit made of your books. If any audit reveals that you have understated Net Sales in any report or statement, then you shall immediately pay Dickey's the additional amount of fees owing as a result of such understatement, together with interest as provided in Article 4.5. If an audit reveals that Net Sales have been understated in any report or statement by two percent (2%) or more, you shall additionally pay and reimburse Dickey's for all costs of the audit, including, without limitation, travel, lodging, meals and wage expenses and reasonable accounting and legal fees. These remedies shall be in addition to any other remedies Dickey's may have at law or in equity. If, however, any inspection reveals that you have overstated Net Sales and that you have therefore overpaid any fees, the amount of the overpayment, without interest, shall be credited toward your future fees or payment on future invoices. If you are at any time required to furnish any lender, lessor, government agency or other person audited financial statements with respect to the franchised business, you shall concurrently furnish Dickey's a copy of such audited financial statements.

13.6 DISCLOSURE OF DATA. You hereby authorize Dickey's to disclose data from your reports, if Dickey's determines, in its sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees, financial institutions, investment bankers or other third parties.

ARTICLE 14. INSURANCE

14.1 MAINTENANCE OF INSURANCE & APPROVED INSURANCE AGENT. You shall obtain, within thirty (30) days after the execution of the lease for the Restaurant, and shall maintain in full force and effect at all times during the term of this Agreement, at your expense, all of the insurance policies in Article 14.2 ("Coverages") (except for liquor liability insurance if you do not sell alcoholic beverages at your Restaurant). You shall obtain all Coverages solely from insurance agents/brokers or other provider approved by Dickey's (which Dickey's may limit to an exclusive source, including a Dickey's affiliate or subsidiary). Dickey's may or may not receive compensation or other economic benefits from these approved insurance agents/brokers or other providers. If you desire to purchase the required Coverages from an unapproved insurance agent/broker or provider, you shall submit to Dickey's a written request for such approval prior to procuring the Coverages. If approval is granted by Dickey's for the use of an unapproved insurance agent/broker or other provider, you shall pay to Dickey's a \$350 fee to cover the

costs of reviewing the Coverages procured by the proposed vendor. Should Dickey's review of the procured Coverages determine that the proposed vendor procured insufficient Coverages, you must procure the Coverages identified by Dickey's within 7 business days upon receiving notification from Dickey's. Additionally, you shall pay Dickey's an additional \$150 fee to review these subsequent changes (and a \$150 fee to review in the event that any additional changes are necessary).

14.2 COVERAGES. Such policy or policies shall be written by an insurance carrier or insurance carriers with a Best's Insurance Guide rating of "A" or better, and shall include, at a minimum, the following:

1. Commercial general liability insurance:

A. The commercial general liability insurance policy shall include bodily injury, property damage, advertising and personal injury, and medical payments coverage parts, written on an occurrence reporting basis. However, such coverage shall not include an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another. The bodily injury, property damage, and advertising and personal injury coverage parts shall have a minimum per occurrence liability limit of \$1,000,000.00 per Restaurant location and a general aggregate liability limit of \$2,000,000.00 per Restaurant location. The medical payments coverage part shall have a per occurrence liability limit of \$5,000.00 per Restaurant location. The coverage shall include a separation of insureds provision.

B. The commercial general liability policy shall have a products/completed operations coverage part under ISO form CG 24 07 or equivalent coverage. Additionally, the commercial general liability policy shall have a minimum per occurrence liability limit of \$1,000,000.00 per Restaurant location and a general aggregate liability limit of \$2,000,000.00 per Restaurant location.

C. The commercial general liability policy shall also have the following endorsements:

i. An endorsement listing Dickey's, its subsidiaries, affiliates, successors and assigns as additional named insureds on all coverage parts. The additional insured coverage shall include premises-operations, contractual liability, independent contractors, and products and completed operations. Also, the additional insured coverage shall be primary and non-contributory to any other insurance that Dickey's its subsidiaries, affiliates, successors and assigns has procured themselves. The additional insured coverage shall not be limited to Dickey's vicarious liability, and shall include coverage for liability arising out of or occurring upon or in connection with the condition, operation, use or occupancy of the franchised business. It is understood and agreed that the insurance coverages and limits required above shall not limit, and are independent of, the indemnification obligations.

ii. A waiver of subrogation in favor of Dickey's, its subsidiaries, affiliates, successors and assigns.

iii. An endorsement requiring the commercial general liability insurance carrier(s) to provide at least thirty (30) days' notice of any intent to cancel the commercial general liability policy, regardless of the reason for cancellation.

2. Crime (inside/outside) and employee dishonesty insurance:

A. Crime (moneys and securities) inside/outside coverage shall have a minimum per occurrence liability limit of \$10,000.00 per Restaurant location for inside crime and a minimum per occurrence liability limit of \$10,000.00 per Restaurant location for outside crime.

B. Employee dishonesty coverage shall have a minimum per occurrence liability limit of \$50,000.00 per Restaurant location.

3. Worker's compensation insurance in amounts provided by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation for injured workers satisfactory to Dickey's, provided that you (i) maintain an excess indemnity or "umbrella" policy covering employer's liability and a medical disability policy covering medical expenses for on the job accidents, which policy or policies shall contain such coverage amounts as you and Dickey's shall mutually agree upon and (ii) conduct and maintain a risk management and safety program for your employees as you deem appropriate. Such policies shall also include, if available, an "alternate employer endorsement" in favor of Dickey's, its subsidiaries, affiliates, successors and assigns, and a waiver of subrogation in favor of Dickey's, its directors, officers, shareholders, partners, employees, servants, representatives, agents, subsidiaries, affiliates, successors and assigns. The workers compensation insurance and employer's liability/medical disability policies must provide Coverage Part A for claims made by the injured worker and Coverage Part B for claims made by the injured worker's family members, including wrongful death claims.

4. Automobile liability insurance coverage for owned, non-owned, and hired vehicles with a liability limit of not less than \$1,000,000.00 combined single limit (which shall include, without limitation, coverage for your delivery, including home delivery, if applicable, and catering operations). The automobile liability insurance shall also have an endorsement listing Dickey's, its subsidiaries, affiliates, successors and assigns as additional named insured. The automobile liability insurance shall contain a waiver of subrogation in favor of Dickey's, its subsidiaries, affiliates, successors and assigns. Such coverage shall not include an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another. The coverage shall include a separation of insureds provision.

5. Liquor liability insurance:

A. If you sell alcoholic beverages at the Restaurant, you shall carry liquor liability insurance with a minimum per occurrence liability limit of \$1,000,000.00 per Restaurant location.

B. The liquor liability insurance shall also have the following endorsements:

i. An endorsement listing Dickey's, its subsidiaries, affiliates, successors and assigns as additional named insureds. The additional insured coverage shall not be limited to Dickey's vicarious liability, and shall include coverage for liability arising out of or occurring upon or in connection with the condition, operation, use or occupancy of the franchised business. Also, the liquor liability insurance shall contain a waiver of subrogation in favor of Dickey's, its subsidiaries, affiliates, successors and assigns. The coverage shall include a separation of insureds provision.

ii. An endorsement making the liquor liability insurance policy issued in your name primary insurance coverage on a non-contributory basis with any other insurance available to Dickey's.

iii. An endorsement requiring the liquor liability insurance carrier(s) to provide at least thirty (30) days' notice of any intent to cancel the liquor liability policy, regardless of the reason for cancellation.

6. Building and personal property insurance coverage:

A. Property coverage for physical loss or damage to personal property and real property including the leasehold improvements, at each Restaurant location. This coverage shall include all risk replacement cost property insurance for your Restaurant and its contents, awnings, equipment, signs, glass, additions under construction, outdoor fixtures, personal property, as well as business interruption insurance for income loss, food spoilage endorsements,

equipment breakdown coverage, business ordinance coverage, debris removal, preservation of property, fire department service charges, pollutant clean up and removal, newly acquired or constructed property, property of others, property off premises, and stock. The coinsurance percentage shall not be less than eighty percent (80%).

B. The building and personal property insurance shall also have the following endorsements:

i. An endorsement requiring the building and personal property insurance carrier(s) to provide at least thirty (30) days' notice of any intent to cancel the building and personal property insurance coverage, regardless of the reason for cancellation.

ii. A loss payable endorsement listing Dickey's as the loss payee for equipment and supplies financed by Dickey's either by a loan, line of credit, or an open account.

iii. A waiver of subrogation in favor of Dickey's, its subsidiaries, affiliates, successors and assigns.

7. Umbrella liability insurance:

A. Umbrella coverage over the above described general commercial liability, liquor liability, automobile liability, products/completed operations, and employer's liability insurance coverage parts with a per occurrence limit of \$1,000,000.00 and an aggregate limit of \$1,000,000 per Restaurant location (*i.e.*, if you have 2 Restaurant locations, you must purchase an umbrella policy with a per occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000 million; if you have 3 Restaurant locations, you must purchase an umbrella policy with a per occurrence limit of \$1,000,000 and an aggregate limit of \$3,000,000 million). The umbrella policy shall be written on an occurrence reporting basis. Such coverage shall not include an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another. The coverage shall include a separation of insureds provision.

B. The umbrella liability insurance shall also have the following endorsements:

i. An endorsement listing Dickey's, its subsidiaries, affiliates, successors and assigns as additional named insureds. The additional insured coverage shall not be limited to Dickey's vicarious liability, and shall include coverage for liability arising out of or occurring upon or in connection with the condition, operation, use or occupancy of the franchised business. Also, the umbrella insurance shall contain a waiver of subrogation in favor of Dickey's, its subsidiaries, affiliates, successors and assigns.

ii. An endorsement requiring the umbrella liability insurance carrier(s) to provide at least thirty (30) days' notice of any intent to cancel the umbrella policy, regardless of the reason for cancellation.

8. Employment practices liability insurance ("EPLI") coverage with coverage limits of \$1,000,000.00 or more. The policy must include coverage for third party claims. In addition, the policy must have a sublimit for defense costs relating to wage and hour claims. The EPLI Policy shall also have an endorsement listing Dickey's, its subsidiaries, affiliates, successors and assigns as additional named insureds. In the event that an additional insured endorsement is not available, you shall have a vicarious liability endorsement protecting Dickey's, its subsidiaries, affiliates, successors and assigns. Such additional insured coverage (or alternatively, vicarious liability protection), shall be primary and non-contributory to any other insurance that Dickey's its subsidiaries, affiliates, successors and assigns has procured themselves.

9. Data Privacy/Cyber Liability Insurance ("Cyber Policy"), including first party coverage (forensics investigation, notification, credit monitoring, loss of business income, crisis management) and third party coverage, with coverage limits of no less than \$1,000,000. The Cyber Liability Policy shall also have an endorsement listing Dickey's, its subsidiaries, affiliates, successors and assigns as additional named insureds. The additional insured coverage shall not be limited to Dickey's vicarious liability, and shall include coverage for liability arising out of the operations of the franchised business. Also, the additional insured coverage shall be primary and non-contributory to any other insurance that Dickey's its subsidiaries, affiliates, successors and assigns has procured themselves. Further, the Cyber Policy shall contain a waiver of subrogation in favor of Dickey's, its subsidiaries, affiliates, successors and assigns.

10. Any insurance which may be required by statute or rule of the state or locality in which your Restaurant will be operated.

11. Additional insurance coverages that may reasonably be specified by Dickey's from time to time, in accordance with standards and specifications set forth in the Manuals or otherwise in writing.

14.3 DEDUCTIBLES. The coverages required under Articles 14.2.1, 14.2.4, 14.2.5, and 14.2.7 shall not have any deductible, self-insured retention, self-funded retention, or any similar provision unless prior written consent is given by Dickey's. Should consent be given by Dickey's for a deductible or similar provision to be included for the required coverages under Articles 14.2.1, 14.2.4, 14.2.5, or 14.2.7, the deductible or other similar provision amount may not exceed twenty thousand dollars (\$20,000). With respect to all other required coverages where deductible are permitted, the deductible may not exceed twenty thousand dollars (\$20,000). To the extent that Dickey's, its subsidiaries, affiliates, successors and assigns are additional insureds for a loss or lawsuit covered by an insurance policy required under Articles 14.2.1, 14.2.4, 14.2.5, and 14.2.7 and the policy contains a deductible, self-insured retention or any similar provision, you are responsible for payment of this amount. Also, in such a scenario, you shall assume and fully pay for the legal defense of Dickey's, its subsidiaries, affiliates, successors and assigns from any lawsuit or claim. This defense obligation shall begin immediately upon the filing of any lawsuit or claim that would be defended by the insurance required hereunder. The defense obligation shall continue until such time as the deductible, self-insured retention, self-funded retention, or any similar provision has been satisfied, or the insurer provides a defense to Dickey's, its subsidiaries, affiliates, successors and assigns. Finally, Dickey's, its subsidiaries, affiliates, successors and assigns, shall have the right to select the counsel of its choosing in defending itself from any lawsuit.

14.4 BUILDER'S RISK. In connection with any finish-out, renovation, refurbishment or remodeling of your Restaurant, you or your approved contractor shall maintain builder's all risk insurance and performance/completion and payment bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to Dickey's.

14.5 NO RELIANCE UPON DICKEY'S INSURANCE. Your obligation to obtain and maintain the above policies and bonds in the amounts specified or agreed to by Dickey's shall not be limited in any way by any insurance which may be maintained by Dickey's, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 20. Moreover, you shall not claim, or authorize anyone on your behalf to claim (such as your own insurers), additional insured status on any policies purchased or maintained by Dickey's.

14.6 RELEASE REGARDING INSURANCE. YOU ACKNOWLEDGE THAT THE COVERAGES REQUIRED BY DICKEY'S ARE THE MINIMUM AMOUNTS OF COVERAGE THAT YOU MUST PROCURE UNDER THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOU ARE FREE TO BUY ADDITIONAL INSURANCE COVERAGE OR INCREASE THE AMOUNTS OF COVERAGE AS YOU DEEM FIT BASED ON YOUR OWN INVESTIGATION AS TO WHETHER ADDITIONAL COVERAGES OR HIGHER AMOUNTS ARE NECESSARY. YOU FURTHER AGREE THAT YOU ARE NOT RELYING UPON DICKEY'S TO DETERMINE THE AMOUNT OR TYPE OF INSURANCE COVERAGE NECESSARY FOR YOU. YOU RELEASE DICKEY'S FROM ANY AND ALL CLAIMS RELATING TO THE PROCUREMENT OF INSURANCE, INCLUDING CLAIMS THAT DICKEY'S DID NOT REQUIRE YOU TO PROCURE ADEQUATE INSURANCE.

14.7 EVIDENCE OF INSURANCE. Within thirty (30) days after the execution of the lease for the Restaurant and, thereafter, at least sixty (60) days prior to the expiration of any such policy, you shall deliver to Dickey's certificates of insurance indicating the contracted for insurance coverages as well as the description of special provisions (e.g. additional named insured status). You shall also provide a binder, declarations page, or confirmation of insurance, describing and confirming the coverages afforded by the required policies described in Article 14. Upon our request, you shall provide to Dickey's any information requested within ten (10) business days, including, but not limited to, complete copies of the policies, certificates of insurance, declaration pages, and confirmations of insurance.

14.8 REMEDIES. Should you, for any reason, fail to obtain or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Dickey's in the Manuals or otherwise in writing, Dickey's shall have the right (without the obligation) immediately to obtain such insurance and to charge same to you, which charges, together with a reasonable fee for Dickey's expenses, shall be payable by you immediately upon notice. These remedies shall be in addition to any other remedies at law or in equity that Dickey's may have.

ARTICLE 15. TRANSFER OF INTEREST

15.1 TRANSFER BY DICKEY'S. Dickey's shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations hereunder to any person or legal entity without your consent. Specifically, and without limitation to the foregoing, you expressly affirm and agree that Dickey's may sell its assets, the Proprietary Marks or the System to a third party; may merge, acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of the Proprietary Marks or the System against Dickey's under this Agreement. Nothing contained in this Agreement shall require Dickey's to remain in the business of operating or licensing the operation of Dickey's Barbecue Pit Restaurants or other restaurants or to offer any services or products, whether or not bearing the Proprietary Marks, to you, if Dickey's exercises its rights hereunder to assign its rights in this Agreement.

15.2 TRANSFER BY YOU.

1. You and your Owner/Operator and Investors understand and acknowledge that the rights and duties set forth in this Agreement are personal to you and that Dickey's has granted this franchise in reliance on the business skill, financial capacity and personal character of you and your Owner/Operator and Investors. Accordingly, neither you nor your Owner/Operator or any Investor may Transfer any direct or indirect ownership interest in you, this Agreement or the franchised business, without Dickey's prior written consent. In addition, neither you nor any permitted successor or assign to any part of your interest in this Agreement or the franchised business, nor any person or entity which directly or indirectly has or owns any interest in this Agreement, in the franchised business or in you, shall cause or permit a Transfer of a Controlling Interest (as defined in this Article 15.2.1) without the prior written consent of Dickey's; provided, however, that Dickey's prior written consent shall not be required for a Transfer of less than a one percent (1%) interest in a Publicly-Held Corporation. Within five (5) days of the completion of each Transfer of any ownership interest in you, you shall provide to Dickey's written notice of the completion of the Transfer and fully executed copies of all documents evidencing the Transfer and any and all amendments to the organizational documents of the applicable entity in connection with the Transfer.

For purposes of this Agreement, a "Transfer of a Controlling Interest" shall mean: (i) a Transfer, directly or indirectly, individually or cumulatively, of more than fifty (50%) of the ownership interest in you; or (ii) a Transfer of any ownership interest, which, directly or indirectly, individually or cumulatively, results in or may result in the change or removal of, or addition to, Owner/Operator. For purposes of this Agreement, a "Publicly-Held Corporation" is a corporation whose securities are registered under Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of the Securities Exchange Act, as amended. For purposes of this Agreement, "Transfer" means any sale, installment sale, exchange, mortgage, pledge, hypothecation, assignment, encumbrance

or other transfer, conveyance or disposition, whether voluntarily, involuntarily or by operation of law or otherwise.

Any purported Transfer, by operation of law or otherwise, not having the prior written consent of Dickey's required by this Article 15, shall be null and void and shall constitute an event of default under this Agreement, for which Dickey's may then terminate this Agreement pursuant to Article 16.

2. Subject to applicable state law, Dickey's shall not unreasonably withhold its consent to a Transfer so long as the Transfer has not been completed prior to Dickey's receipt of notice thereof; however, Dickey's may, in its sole discretion, require any or all of the following as conditions of its approval to any such Transfer requiring Dickey's prior written consent:

A. All of your accrued monetary and other outstanding obligations to Dickey's and its subsidiaries and affiliates arising under this Agreement or any other agreement between you and Dickey's or its subsidiaries or affiliates shall have been satisfied in a timely manner and you shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner.

B. You are not in default of any provision of this Agreement or any other agreement between you and Dickey's or its subsidiaries or affiliates.

C. Unless otherwise prohibited by applicable law, the transferor and its Owner/Operator and Investors, as applicable, shall have executed a general release, in a form prescribed by Dickey's, of any and all claims against Dickey's and its subsidiaries and affiliates and their respective officers, directors, shareholders, partners, employees, servants, representatives, and agents, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and any other agreement between you and Dickey's or its subsidiaries or affiliates and federal, state and local laws, rules and ordinances.

D. The transferee shall enter into a written agreement, in a form prescribed by Dickey's, assuming full, unconditional, joint and several liability for and agreeing to perform from the date of the Transfer, all of your obligations, covenants and agreements contained in this Agreement; and if transferee is a corporation, partnership, limited liability company or other entity, the transferee's shareholders, partners, members or other owners, as applicable, shall also execute such agreement as principals of the transferee, including a guaranty of your obligations contained in this Agreement. The transferee shall assume operations of the franchised business within such timeframe required by Dickey's.

E. The transferee shall demonstrate to Dickey's satisfaction that the transferee meets the criteria which Dickey's considers when reviewing a prospective franchisee's application for a franchise, including Dickey's educational, managerial and business standards, transferee's good moral character, business reputation and credit rating, the transferee's aptitude and ability to conduct the franchised business (as may be evidenced by prior related business experience or otherwise), the transferee's financial resources and capital and the geographic proximity of other Restaurants operated by the transferee and territories with respect to which transferee is obligated to develop Restaurants pursuant to any agreements between Dickey's and the transferee, in relation to your Restaurant.

F. Unless prohibited by applicable law, the transferee shall, at Dickey's option, execute for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, the form of franchise agreement then being offered to new System franchisees and other ancillary agreements as Dickey's may require for the franchised business, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement and may include, without limitation, a higher royalty fee and advertising fee and expenditure requirement; provided, however, that the transferee shall not be required to pay any initial

Franchise Fee and if the transferee is a corporation, partnership, limited liability company or other entity, the transferee's shareholders, partners, member or other owners, as applicable, shall also execute such agreements as Owner/Operators and Investors of the transferee, including a guaranty of your obligations contained in such Agreement.

G. The transferee, at its expense, shall renovate, modernize and otherwise upgrade your Restaurant to conform to the then-current standards and specifications of System Restaurants (including, without limitation, the modernization of your Restaurant to conform to Dickey's then-current Restaurant specifications and requirements) as reasonably requested by Dickey's within the time specified by Dickey's; provided, that the transferee shall be provided a reasonable period within which to effect such renovation, modernization or upgrading, and provided further, that the costs of such work shall not be unreasonably expensive.

H. The transferor shall remain liable for all of the obligations to Dickey's in connection with the franchised business incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Dickey's to evidence such liability.

I. Prior to completion of the Transfer to the transferee, at the transferee's expense, the transferee's Owner/Operator, managers, chefs, and other personnel designated by Dickey's shall complete the initial training program and any other training programs then required, upon such terms and conditions (including payment of a reasonable fee), as Dickey's may reasonably require.

J. You or the transferee shall pay Dickey's a transfer fee of \$15,000.00 or such greater amount as is necessary to reimburse Dickey's for its reasonable costs and expenses associated with reviewing the application for Transfer, including, without limitation, legal and accounting fees.

K. If transferee is a corporation, partnership, limited liability company, or other entity, the transferee shall make and will be bound by any or all of the representations, warranties and covenants in Article 6.1 as Dickey's requests. Transferee shall provide to Dickey's evidence satisfactory to Dickey's that the terms of Article 6.1 have been satisfied and are true and correct on the date of Transfer.

L. Prior to the Transfer, you shall deliver to Dickey's for review and approval copies of all documents which will evidence the Transfer and, if applicable, any and all amendments to the organizational documents of the applicable entity to be executed in connection with the Transfer.

3. You hereby acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to ensure the transferee's full performance of the obligations hereunder.

15.3 TRANSFER FOR CONVENIENCE OF OWNERSHIP. If a proposed Transfer is to a corporation, partnership, limited liability company or other entity formed solely for the convenience of ownership of the existing Investors, to the extent permitted under applicable state law, Dickey's consent may be conditioned upon any of the requirements in Article 15.2, except that the requirements in Articles 15.2.2.C, E, F, G, I and J shall not apply. In such event, you shall be the owner of all the outstanding ownership interests in the entity, and if you are more than one (1) individual Investor, each individual Investor shall have the same proportionate ownership interest in the transferee entity as such individual had prior to the Transfer.

15.4 RIGHT OF FIRST REFUSAL.

1. In the event you or any person or entity holding a direct or indirect interest in you (including any interest to be transferred pursuant to Article 15.5, in the franchised business or in this Agreement desire to accept any bona fide offer from a third party to purchase such interest, you shall promptly notify Dickey's in writing of each such offer and shall provide such information and documents relating to the offer as Dickey's may require. Dickey's shall have the right and option, exercisable within fifteen (15) days after receipt of such written notification, information and documents, to send written notice to the transferor that Dickey's intends to purchase the transferor's interest on the same terms and conditions offered by the third party. If Dickey's elects to purchase the transferor's interest, the closing on such purchase must occur within thirty (30) days from the date of notice to the transferor of the election to purchase by Dickey's, or such other date as may be agreed upon. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Dickey's as in the case of an initial offer. Failure of Dickey's to exercise the option afforded by this Article 15.4 shall not constitute a waiver of any other provision of this Agreement, including all provisions relating to a proposed Transfer.

2. If the offer from the third party provides for payment of consideration other than cash or involves certain intangible benefits, Dickey's may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on such amount, an independent appraiser shall be designated by each party to determine such amount. In the event that such appraisers shall agree on such amount, the determination shall be final and binding. In the event that such appraisers fail to agree within thirty (30) days, a third independent appraiser shall be designated by such appraisers, and the determination by a majority of appraisers shall be binding. Each party shall bear the costs and expenses of the appraiser appointment by such party, and the parties shall share equally the costs and expenses of the third appraiser.

3. If Dickey's elects to exercise the option described in this Article 15.4, it shall have the right to set off the cost of the appraisal described in Article 15.4.2 above, if any, against any payment made hereunder.

4. Failure to comply with the provisions of this Article 15.4 prior to the purchase of a direct or indirect interest in you, in the franchised business or in this Agreement, shall constitute an event of default under Article 16.

15.5 TRANSFER UPON DEATH OR PERMANENT DISABILITY.

1. Upon the death of any person (the "Deceased") with a direct or indirect interest in this Agreement, the franchised business or in you, the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party, provided that any such transfer shall be subject to the terms, conditions and restrictions regarding Transfers set forth in Article 15.2 and the right of first refusal set forth in Article 15.4. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the transfer of such interests to the distributee of such interests shall be subject to the terms, conditions and restrictions regarding Transfers set forth of Article 15.2. If the distributee is required to be approved by Dickey's, but not approved by Dickey's, then the distributee shall transfer such interest to a third party approved by Dickey's within twelve (12) months after the death of the Deceased, subject to the terms and conditions set forth in Article 15.2 and the right of first refusal set forth in Article 15.4.

2. Upon the Permanent Disability (as defined in this Article 15.5) of any person with a direct or indirect interest in this Agreement, the franchised business or in you, Dickey's may, in its sole discretion, require such interest to be transferred to a third party approved by Dickey's within six (6) months after notice to you, subject to the right of first refusal set forth in Article 15.4. "Permanent Disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability

is unlikely. Permanent Disability shall be determined by two (2) licensed practicing physicians. One (1) licensed practicing physician shall be selected by Dickey's, while a second licensed practicing physician shall be selected by you. If these two (2) licensed practicing physicians cannot agree on whether a Permanent Disability exists, they shall appoint a third licensed practicing physician whose expert opinion shall be controlling. The costs of any examination required by this Article 15.5 shall be paid by Dickey's.

3. In the event of the death or Permanent Disability of your Owner/Operator, or any other person with a direct or indirect interest in this Agreement, the franchised business or in you, if Dickey's determines, in its sole discretion, that such person had substantial control or supervision over the management of your Restaurant, then Dickey's at its option may elect to operate your Restaurant during the interim twelve (12) months following such death or the interim six (6) months following such Permanent Disability, as applicable, until the interest of such person is transferred in accordance with this Article 15 or until the applicable interim period expires, whichever comes first. As compensation for managing your Restaurant, Dickey's will charge a management fee of five percent (5%) of the Net Sales of your Restaurant for each Sales Period, which will be in addition to the royalty fee, advertising contributions and any other fees or payments due and owing to Dickey's and, if Dickey's provides one of its employees as manager, you shall pay Dickey's the manager's then-current salary for the time of such interim management. In addition, you will remain responsible for payment of employee salaries, taxes, rent, utilities, supplies and all other costs and expenses associated with the operation of your Restaurant. Dickey's shall exercise its best efforts in managing your Restaurant, but shall not be liable for any losses incurred by your Restaurant during the time of such management and thereafter. IF DICKEY'S ELECTS TO OPERATE YOUR RESTAURANT PURSUANT TO THIS ARTICLE 15.5.3, YOU SHALL INDEMNIFY DICKEY'S FOR LOSSES AND EXPENSES INCURRED BY DICKEY'S AS A RESULT OF SUCH OPERATION TO THE SAME EXTENT AS PROVIDED IN ARTICLE 20.6.

4. Upon the death or claim of Permanent Disability of any person with a direct or indirect interest in this Agreement, the franchised business or you, you or your representative must promptly notify Dickey's of such death or claim of Permanent Disability. Any transfer upon death or Permanent Disability shall be subject to the same terms and conditions as described in Article 15.2 shall apply, except that the requirements of Articles 15.2.2.C, F and G shall not apply. If an interest is not transferred upon death or Permanent Disability as required in this Article 15.5, Dickey's may terminate this Agreement pursuant to Article 16.

15.6 NON-WAIVER OF CLAIMS. Dickey's consent to a Transfer of any interest in you, the franchised business or this Agreement shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Dickey's right to demand exact compliance with this Agreement by the transferee.

15.7 OFFERINGS BY YOU. Securities in you may be offered to the public, by private offering or otherwise, only with the prior written consent of Dickey's (whether or not Dickey's consent is required under Article 15.2), which consent shall not be unreasonably withheld. All materials required for such offering by federal or state law shall be submitted to Dickey's for a limited review as discussed below prior to their being filed with any government agency; and any materials to be used in any exempt offering shall be submitted to Dickey's for such review prior to their use. Your offering shall not imply (by use of the Proprietary Marks or otherwise) that Dickey's is participating in an underwriting, issuance or offering of your securities or Dickey's securities or the securities of any subsidiary or affiliate of Dickey's; and Dickey's review of any offering materials shall be limited solely to the subject of the relationship between you and Dickey's and its subsidiaries and affiliates. Dickey's may, at its option, require your offering materials to contain a written statement prescribed by Dickey's concerning the limitations described in the preceding sentence. YOU AND THE OTHER PARTICIPANTS IN THE OFFERING MUST FULLY INDEMNIFY DICKEY'S IN CONNECTION WITH THE OFFERING. For each proposed offering, you shall pay to Dickey's a nonrefundable fee of \$1,000.00, or such other greater amount as is necessary to reimburse Dickey's for its reasonable costs and expenses associated with reviewing the proposed offering materials, including without limitation, legal and accounting fees. You shall give Dickey's written notice at least thirty (30) days prior to any offering or other transaction covered by this Article 15.7.

ARTICLE 16. DEFAULT AND TERMINATION

16.1 EVENTS OF DEFAULT NOT SUBJECT TO NOTICE AND CURE. You shall be in default under this Agreement, and, to the extent permitted under applicable state law, at Dickey's option, all rights granted herein shall automatically terminate without prior notice to you or the opportunity to cure, if:

1. You file a bankruptcy, receivership or equivalent insolvency proceeding under the federal bankruptcy law or any state statute;
2. Any bankruptcy, receivership or insolvency proceeding is filed against you and is not dismissed within sixty (60) days following the filing thereof;
3. You are merged, consolidated or dissolved in violation of Article 15. ;
4. A final judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless you have sooner filed an appropriate supersedeas bond);
5. Any lien against the equipment of the franchised business is foreclosed upon or if the equipment of the franchised business is levied or executed upon;

16.2 EVENTS OF DEFAULT SUBJECT TO NOTICE BUT WITHOUT CURE. You shall be in default and, to the extent permitted under applicable state law, Dickey's may, at its option, terminate this Agreement upon delivery of written notice and without providing you an opportunity to cure if:

1. You cease operation of your Restaurant, after opening, and such cessation continues for at least five (5) days;
2. Any transfer in violation of Article 15;
3. You are in default under your lease of your Restaurant premises;
4. You are in default under any loan or other agreement for the financing of your Restaurant;
5. You fail to locate a proposed site for your Restaurant within the time stated in, and otherwise comply with, Article 7.2;
6. You fail to acquire a site for your Restaurant within the time stated in and otherwise comply with, Article 7.5;
7. You fail to commence business within the time stated in, and otherwise in accordance with, Article 7.10;
8. You fail to comply with the provisions of Article 8.9;
9. You fail to comply with any confidentiality or non-compete provisions of this Agreement, including, without limitation, those set forth in Articles 11 and 1; or
10. A default occurs under any other agreement you, or any entity in which your Investors own majority equity ownership or otherwise control have entered into with Dickey's or its subsidiaries or affiliates, and such default is not cured within any applicable grace or cure period expressly provided for therein.

16.3 EVENTS OF DEFAULT SUBJECT TO 7-DAY NOTICE AND CURE. You shall be in default and, to the extent permitted under applicable state law, Dickey's may, at its option, terminate this Agreement after notice to you, upon the occurrence of any of the following breaches hereunder, and such breaches are not cured to Dickey's satisfaction within seven (7) days following the date of written notice of default from Dickey's, if:

1. You fail to operate your Restaurant in accordance with the provisions, standards and specifications of Dickey's set forth in Articles 7 and 8 or in the Manuals or other written directives of Dickey's (and in particular, and without limiting the generality of the foregoing, you shall comply with the provisions, standards and specifications set forth in Article 8); provided that any failure to operate your Restaurant pursuant to Article 8.9 shall be governed by Article 16.1;

2. You fail to timely pay your royalty fees, Marketing Fund contribution or any other monetary obligations owed to Dickey's or its affiliates under this Agreement or otherwise (including, without limitation, any interest accrued on any overdue payments), or, your failure to timely submit your Monthly Sales Report;

3. You misuse or make any unauthorized use of the Proprietary Marks or otherwise materially impair the goodwill associated with the Proprietary Marks or with the System or Dickey's rights therein;

4. You or your Owner/Operator or any of your Investors breach the covenants set forth in Article 18 of the Agreement; or

5. You, your Owner/Operator or any of your Investors purchase food and beverage or other products or utilize vendors or suppliers for the Restaurant which have not been approved by Dickey's, or you fail to pay your accounts with Dickey's approved vendors and suppliers when due, unless you are in good faith contesting your liability for amounts you owe to such vendors or suppliers.

Provided, if you commit or permit any of these breaches two (2) times during any twelve (12) month period, to the extent permitted under applicable state law, Dickey's shall not be obligated to provide you notice or an opportunity to cure any subsequent breaches prior to terminating your rights under this Agreement. If any fact or circumstance giving rise to any event of default described in Article 16.2 is not susceptible to cure, in the reasonable judgment of Dickey's, to extent permitted under applicable state law, such event of default shall be deemed an event of default under Article 16.2 and not subject to any further notice and cure.

16.4 EVENTS OF DEFAULT SUBJECT TO 30-DAY NOTICE AND CURE. You shall be in default and, to the extent permitted under applicable state law, Dickey's may, at its option, terminate this Agreement after notice to you, upon the occurrence of any of the following breaches hereunder, and such breaches are not cured to Dickey's satisfaction within thirty (30) days following the date of written notice of default from Dickey's, if:

1. You or your Owner/Operator or any of your Investors breach any other covenant, agreement, obligation or term set forth in this Agreement (other than such breaches specified in Articles 16.1 and 16.2); or

2. If any representation or warranty made by you or your Owner/Operator or any of your Investors in this Agreement or in any certificate, report, notice, financial statement or other document furnished to Dickey's at any time in connection with this Agreement or the operation of your Restaurant shall be false, misleading or erroneous in any material respect when made; or

3. Any default occurs under any other agreement you have with Dickey's or its subsidiaries or affiliates and such default is not cured within any applicable grace or cure period expressly provided for therein.

Provided, if you commit or permit any of these breaches two (2) times during any twelve (12) month period, to the extent permitted under applicable state law, Dickey's shall not be obligated to provide you notice or an opportunity to cure any subsequent breaches prior to terminating your rights under this Agreement. If any fact or circumstance giving rise to any event of default described in Article 16.3 is not susceptible to cure, in the reasonable judgment of Dickey's, to the extent permitted under applicable state law, such event of default shall be deemed an event of default under Article 16.2 and not subject to any further notice and cure.

ARTICLE 17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon the termination or expiration of this Agreement, all rights granted hereunder to you shall terminate and:

1. Unless otherwise indicated in writing from Dickey's, and to the extent permitted by applicable law, you must pay to Dickey's in a single lump sum payment, as liquidated damages and not as a penalty, after early termination of the Franchise Agreement, liquidated damages equal to royalty fees for the lesser of: (i) the number of months remaining in the term of the Franchise Agreement (or the renewal term, if applicable); or (ii) the royalty fees for sixty (60) months. The calculation of royalty fees payable under this Section is based on the monthly average of the royalty payable to us. If the Franchise Agreement terminates after the second year of the term, then liquidated damages shall be calculated based upon the average monthly Net Sales of your Restaurant reported for the 12 months preceding termination. Liquidated Damages are the present value of the annuity represented by the Royalty for the months remaining in your Franchise Agreement term assuming these average Net Sales, without adjustment for inflation. The discount rate for calculating present value is 110% of the long term Applicable Federal Rate for monthly compounding published by the Internal Revenue Service immediately prior to termination. If your Restaurant has not yet opened, or has not been open for at least 24 months at the time of termination, the average monthly Net Sales used to calculate Liquidated Damages will be based upon the average monthly Net Sales of all Dickey's Restaurants for the preceding fiscal year as determined from the audited financial statements of Dickey's published in its Franchise Disclosure Document. An example of these calculations is included in the Operations Manual. Both assume an aggregated monthly average of the Royalties paid each week.

2. You shall immediately and permanently cease to use, in any manner, any confidential methods, procedures, techniques, and trade secrets associated with the System, the Proprietary Marks, and all other distinctive forms, slogans, signs, symbols and devices associated with the System, as set forth in the Manuals. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles which display the Proprietary Marks. All such items which display the Proprietary Marks shall be removed from your Restaurant premises at your cost within thirty (30) days of termination.

3. You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Marks or any part thereof or any other service mark or trademark of Dickey's and you shall furnish Dickey's with evidence satisfactory to Dickey's of compliance with this obligation within five (5) days after the termination or expiration of this Agreement.

4. You shall, at Dickey's option, assign to Dickey's or its designee any interest which you have in any lease or sublease for your Restaurant premises or for any equipment used in the operation of the franchised business. Dickey's may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to renew) expiration of this Agreement. The time for closing on the assignment of lease, sublease or equipment shall be a date no later than ten (10) days after Dickey's exercise of the option(s) unless Dickey's is also exercising its option to purchase property described below in Article 17.5, in which case the date of closing shall be on the same date prescribed for the purchase option. Closing shall take place at Dickey's corporate office or at such other location as the parties may agree. If neither you nor Dickey's elect to exercise its option to acquire the lease or sublease for the premises of the franchised business, you shall make such modifications or alterations to such premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of such premises from that of other Restaurants operating under the System and shall make such specific additional changes as Dickey's may reasonably request. If you fail or refuse to comply with the requirements of this Article 17.4, Dickey's shall have the right to enter upon the premises of the franchised business, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at your expense, which expense you shall pay upon demand.

5. A. Dickey's shall have the option, which it may exercise by providing written notice to you within thirty (30) days after termination or (subject to any right to renew) expiration of this Agreement, to purchase from you any or all of your furnishings, equipment (including any computer hardware and software), signs, fixtures, supplies or inventory related to the operation of the franchised business, at your cost or fair market value, whichever is less. Should Dickey's exercise such option.

B. Dickey's shall be purchasing your assets only and shall be assuming no liabilities. Notwithstanding anything contained herein to the contrary, Dickey's and you shall fully comply with the requirements of any "bulk transfer" or fraudulent conveyance statute or equivalent law in the jurisdiction in which your Restaurant is located, so that Dickey's shall not assume or acquire any "transferee" liability.

C. If the parties cannot agree on a fair market value within thirty (30) days from the date of Dickey's notice to exercise its option, an independent appraiser shall be designated by each party and the two (2) independent appraisers shall select a third independent appraiser. The determination of fair market value by the majority of the appraisers shall be binding. Each party shall bear the costs and expenses of the appraiser appointed by such party, and the parties shall share equally the costs and expenses of the third appraiser.

D. At closing, you shall deliver to Dickey's, in a form satisfactory to Dickey's, such bills of sale, assignments, releases of liens, and such other documents and instruments which Dickey's deems reasonably necessary to perfect Dickey's title and possession in and to the assets being purchased and to certify that the requirements of all taxing and other governmental authorities have been satisfied. If at the time of closing you have not obtained all of these certificates and other documents, Dickey's may, in its sole discretion, place the purchase price in escrow pending the issuance of any required certificates or documents.

E. The time and place for the closing of the purchase and sale of such assets shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the appraisers, whichever is later, at the operating office of Dickey's in Dallas, Texas of Dickey's, unless the parties mutually agree to another date or place.

F. At closing, Dickey's shall have the right to set off all amounts you owe to Dickey's and its subsidiaries and affiliates and the cost incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment for the assets, and shall pay the remaining amount in cash.

6. You, at Dickey's option, shall assign to Dickey's or its designee all rights to the telephone numbers of your Restaurant and execute all forms and documents required by any telephone company to transfer such service and numbers to Dickey's or its designee. You hereby appoint Dickey's your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. You shall thereafter use different telephone numbers at or in connection with any subsequent business conducted by you.

7. You agree, if you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or its promotion, which is likely to cause confusion, mistake or deception or which is likely to dilute Dickey's rights in and to the Proprietary Marks, and further agree not to use any designation of origin or description or representation which falsely suggests or represents a continuing association or connection with Dickey's.

8. You shall promptly pay all sums owing to Dickey's and its subsidiaries and affiliates. In the event of termination for any default by you, such sums shall include interest on any past due amounts as set forth in this Agreement, and all damages, costs, and expenses, including reasonable legal fees, incurred by Dickey's as a result of the default, which obligation shall give rise to and remain, until paid in

full, a lien in favor of Dickey's against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and on the premises of the franchised business at the time of default.

9. You shall pay to Dickey's all damages, costs, and expenses, including reasonable legal fees, incurred by Dickey's after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 17.

10. You shall immediately deliver to Dickey's all materials, including the Manuals, records, files, instructions, correspondence, customer lists, access to all social media accounts, and all other writings or electronic data related to operating the franchised business, including, without limitation, brochures, agreements, invoices, and all other related materials in your possession, and all copies thereof (all of which are acknowledged to be Dickey's property), and shall retain no copy or record of any of the above, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any applicable law.

11. You and your Owner/Operator and each of your Investors shall comply with the restrictions on confidential information contained in Article 12.1 and the covenants contained in Article 18.2.B. Any other person required to execute similar covenants pursuant to Articles 12.2 or 18 shall also comply with such covenants.

ARTICLE 18. COVENANTS

1. You covenant that during the term of this Agreement, except as otherwise approved in writing by Dickey's, you and your Owner/Operator shall devote full time, energy and best efforts to the management and operation of the franchised business.

2. You and your Owner/Operator and each of your Investors specifically acknowledge that, pursuant to this Agreement, you and your Owner/Operator and each of your Investors will receive valuable specialized training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales promotional and marketing methods and techniques of Dickey's and the System and proprietary recipes which are beyond your present skills and experience, and that of your Owner/Operator, Investors and your managers and employees. You and your Owner/Operator acknowledge that such training, trade secrets, and confidential information provide a competitive advantage and will be valuable to you in the development of the franchised business and that gaining access to such training, trade secrets, recipes, and confidential information is, therefore, a primary reason for entering into this Agreement. In consideration for such training, trade secrets, and confidential information, you, your Owner/Operator and each of your Investors covenant as follows:

A. During the term of this Agreement, except as otherwise approved in writing by Dickey's, neither you nor your Owner/Operator nor any of your Investors shall, either directly or indirectly, for yourselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity:

i. Divert or attempt to divert any business or customer of the franchised business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

ii. Own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations, joint ventures or other entities), advise, assist or make loans to, any person or entity engaged in any business which is similar to or competitive with the franchised business including, but not limited to, any restaurant or catering business that offers smoked meats or barbecue-style food, including chopped beef brisket, sliced beef brisket, pulled pork, Virginia style ham, marinated chicken

breast, turkey breast, polish sausage, spicy cheddar sausage, or pork ribs as a primary or featured menu item.

B. With respect to you, for a continuous uninterrupted period commencing upon the expiration or termination of, or transfer of all of your interest in, this Agreement or with respect to your Owner/Operator and each of your Investors, for a continuous uninterrupted period commencing upon the earlier of: (i) the expiration, termination or transfer of all of your interest in this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of your Owner/Operator or an Investor in Article 26.3.3, and for two (2) years thereafter (which two-year period shall be tolled during any period of noncompliance), except as otherwise approved in writing by Dickey's, neither you nor your Owner/Operator nor any of your Investors shall, either directly or indirectly, for yourselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity:

i. Divert or attempt to divert any business or customer of the franchised business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Dickey's Proprietary Marks and the System;

ii. Employ or seek to employ any person who is at that time employed by Dickey's, by an affiliate of Dickey's, or by any other franchisees or developer of Dickey's, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing Development Agreement or franchise agreement between Dickey's and you; or

iii. Own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations, joint ventures or other entities), advise, assist or make loans to, any business that is similar to or competitive with the franchised business including, but not limited to, any restaurant or catering business that offers smoked meats or barbecue-style food, including chopped beef brisket, sliced beef brisket, pulled pork, Virginia style ham, marinated chicken breast, turkey breast, polish sausage, spicy cheddar sausage, or pork ribs as a primary or featured menu item which business is, or is intended to be, located within a thirty (30)-mile radius of the location accepted hereunder or within a five (5)-mile radius of any Restaurant in existence or under construction as of date the time period set forth in Article 18.2.B commences for you or your Owner/Operator or any of your Investors, as applicable.

C. Articles 18.2.A.ii and 18.2.B.iii shall not apply to ownership of less than a one percent (1%) beneficial interest in the outstanding equity securities of any Publicly-Held Corporation.

D. Neither you nor your Owner/Operator nor any of your Investors shall publish or communicate in any way (or assist, encourage, or support) to any third party any statement that might reasonably be construed to be disparaging, defamatory, derogatory, negative, or critical of the personal or business reputation, acumen, skill, practices, or conduct of Dickey's, its subsidiaries, or affiliates, including each party's respective officers, directors or employees, in connection with this Agreement or any prior agreement between the parties and the purchase and operation of any Dickey's Barbecue Pit® Restaurant and franchise. **With regard to this provision, the person alleged to have violated this provision agrees to waive his/her rights to prior restraint on speech and consents to the issuance of a temporary restraining order, temporary injunction, or other available injunctive relief designed to prevent any further breach of this provision. Additionally, if you or your Owner/Operator or any of your Investors publish or communicate any statement to a third-party that is disparaging, defamatory, derogatory, negative, or critical of the personal or business reputation,**

acumen, skill, practices, or conduct of Dickey's, its subsidiaries, or affiliates, including each party's respective officers, directors or employees the other party, you and your Owner/Operator and your Investors agree to assign all copyrights to such publications or communications to Dickey's. You and your Owner/Operator and your Investors agree to take whatever action (including signing assignment or other documents) that Dickey's requests to evidence its ownership or to help Dickey's obtain intellectual property rights in the copyrights to such publications or communications.

3. The parties agree that each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article 18 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Dickey's is a party, you, your Owner/Operator and your Investors expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 18.

4. You and your Owner/Operator and Investors understand and acknowledge that Dickey's shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Article 18.2, or any portion thereof, without your consent, effective immediately upon written notice to you; and you and your Owner/Operator and Investors agree that they shall immediately comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Article 25.

5. You and your Owner/Operator and Investors expressly agree that the existence of any claims you may have against Dickey's, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Dickey's of the covenants in this Article 18, you and your Owner/Operator and Investors agree to pay all costs and expenses (including reasonable legal fees), incurred by Dickey's in connection with the enforcement of this Article.

6. You and your Owner/Operator and Investors acknowledge that a violation of the terms of this Article 18 would result in irreparable injury to Dickey's for which no adequate remedy at law may be available, and you and your Investors accordingly consent to the issuance of an injunction prohibiting any conduct by you, your Owner/Operator or any of your Investors in violation of the terms of this Article. This remedy is in addition to any other remedies Dickey's may have hereunder or at law or equity.

7. At Dickey's request, you shall require and obtain execution of covenants similar to those set forth in this Article 18, from any other person or entity that now or hereafter satisfies the definition of your Investors or your Owner/Operator in Article 26.3.3 or any other person or entity who has received or will receive confidential information or training by Dickey's. Failure by you to obtain execution of the covenants required by this Article 18.7 shall constitute an event of default under Article 16.

ARTICLE 19. TAXES, PERMITS AND INDEBTEDNESS

1. You shall promptly pay when due all taxes levied or assessed, including without limitation, income, payroll, property, unemployment and sales taxes and all accounts and other indebtedness of every kind incurred by you in the conduct of the franchised business.

2. You shall pay to Dickey's an amount equal to any sales tax, gross receipts tax, excise tax or any similar license or tax, directly or indirectly imposed on Dickey's with respect to any payment to Dickey's required under this Agreement. The preceding sentence shall not apply to any franchise tax or income, war profits or excess profits tax (or any tax in lieu thereof), imposed on Dickey's with respect to the above payments.

3. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law; however, in no event shall you permit a tax sale

or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the premises of the franchised business or any improvements thereon.

4. You shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the franchised business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, alcoholic beverage permits and licenses, and certificates of occupancy.

5. You shall notify Dickey's in writing within five (5) days of the commencement of any action, suit or proceeding or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the franchised business.

ARTICLE 20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20.1 NO FIDUCIARY RELATIONSHIP. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you shall be an independent contractor and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, employer, joint employer or servant of the other for any purpose.

20.2 FRANCHISEE IS AN INDEPENDENT CONTRACTOR. During the term of this Agreement, you shall hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from Dickey's. You agree to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the franchised premises, the content and form of which Dickey's reserves the right to specify in the Manuals or otherwise in writing.

20.3 NO AUTHORITY TO BIND DICKEY'S. You and your Owner/Operator and each of your Investors understand and agree that nothing in this Agreement authorizes you or your Owner/Operator and any of your Investors to make any contract, agreement, warranty or representation on Dickey's behalf, or to incur any debt or other obligation in Dickey's name; and that Dickey's shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Dickey's be deemed liable for any act or omission of you, your Owner/Operator or any of your Investors in the conduct of the franchised business or for any claim or judgment arising therefrom. You and your Owner/Operator agree that Dickey's will not be responsible for any claims against any suppliers or approved vendors, architects, contractors, accountants, or other third parties in connection with the development or operation of the Restaurant or other services provided in connection therewith.

20.4 DELIVERY VEHICLES. You and your Owner/Operator and each of your Investors understand and agree that Dickey's does not exercise any control over: a) the manner of operation of any delivery motor vehicles used by or on behalf of you or any of your employees, agents or independent contractors; and b) the manner or operation of any delivery motor vehicles used by or on behalf of an independent delivery service provider required under this Agreement. The safe operation of delivery service is your or the independent operator's sole responsibility.

20.5 NO ASSUMPTION OF LIABILITY. DICKEY'S AND ITS SUBSIDIARIES, AFFILIATES AND RELATED ENTITIES DO NOT ASSUME ANY LIABILITY FOR ACTS, ERRORS OR OMISSIONS OF THOSE WITH WHOM YOU, YOUR OWNER/OPERATOR, ANY OF YOUR INVESTORS OR YOUR SUBSIDIARIES AND AFFILIATES MAY CONTRACT, REGARDLESS OF THE PURPOSE.

20.6 INDEMNIFICATION & RELEASE.

1. YOU, YOUR OWNER/OPERATOR AND EACH OF YOUR INVESTORS SHALL, AT ALL TIMES, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW DICKEY'S, ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, SERVANTS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND REPRESENTATIVES

(COLLECTIVELY, THE "INDEMNIFIED & RELEASED PARTIES" OR "INDEMNIFIED & RELEASED PARTY") FROM ALL "LOSSES AND EXPENSES" (AS DEFINED IN ARTICLE 20.6.5 BELOW) INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INVESTIGATION OR INQUIRY (FORMAL OR INFORMAL), OR ANY SETTLEMENT THEREOF (WHETHER OR NOT A FORMAL PROCEEDING OR ACTION HAS BEEN INSTITUTED), WHICH ARISES OUT OF OR IS BASED UPON ANY OF THE FOLLOWING:

A. NEGLIGENT ACTS, ERRORS OR OMISSIONS, WILLFUL MISCONDUCT, OR BREACH OF CONTRACT OR WARRANTY BY YOU, ANY OF YOUR SUBSIDIARIES AND AFFILIATES, YOUR OWNER/OPERATOR AND ANY OF YOUR INVESTORS AND YOUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, INDEPENDENT CONTRACTORS, SERVANTS, EMPLOYEES, AND REPRESENTATIVES AND THOSE OF YOUR SUBSIDIARIES AND AFFILIATES IN CONNECTION WITH THIS AGREEMENT AND THE ESTABLISHMENT AND OPERATION OF YOUR RESTAURANT, INCLUDING WITHOUT LIMITATION, MATTERS ARISING OUT OF, OR CLAIMED TO BE ARISING OUT OF, ANY INDEMNIFIED & RELEASED PARTY'S OWN NEGLIGENT ACTS, ERRORS OR OMISSIONS, BREACH OF WARRANTY, STRICT LIABILITY, OR BREACH OF CONTRACT. YOUR, YOUR OWNER/OPERATOR'S AND ANY OF YOUR INVESTOR'S OBLIGATION TO DEFEND AND INDEMNIFY AN INDEMNIFIED & RELEASED PARTY FOR ITS OWN NEGLIGENCE APPLIES WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.

B. THE INFRINGEMENT, ALLEGED INFRINGEMENT OR ANY OTHER VIOLATION OR ALLEGED VIOLATION BY YOU OR YOUR OWNER/OPERATOR OR ANY OF YOUR INVESTORS OF ANY PATENT, MARK OR COPYRIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES (EXCEPT AS SUCH MAY OCCUR WITH RESPECT TO ANY RIGHTS IN THE PROPRIETARY MARKS OR COPYRIGHTS GRANTED UNDER THIS AGREEMENT), INCLUDING WITHOUT LIMITATION MATTERS CAUSED BY OR ARISING OUT OF, OR CLAIMED TO BE CAUSED BY OR ARISING OUT OF, THE INFRINGEMENT OR VIOLATION OF ANY PATENT, TRADEMARK OR COPYRIGHT BY THE INDEMNIFIED & RELEASED PARTIES;

C. THE VIOLATION, BREACH OR ALLEGED VIOLATION OR BREACH BY YOU, YOUR OWNER/OPERATOR OR ANY OF YOUR INVESTORS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, RULING, STANDARD OR DIRECTIVE OR ANY INDUSTRY STANDARD, INCLUDING WITHOUT LIMITATION (1) MATTERS ARISING FROM ALCOHOLIC BEVERAGE SERVICE AND CONSUMPTION AT THE RESTAURANT; (2) MATTERS ARISING OUT OF A DATA BREACH, INCLUDING, BUT NOT LIMITED TO DATA NOTIFICATION FINES & PENALTIES, AS WELL AS THIRD PARTY LAWSUITS BROUGHT BY CUSTOMERS, MERCHANTS, AND CREDIT CARD BRANDS; (3) ANY DISPUTE ARISING OUT OF EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO ADMINISTRATIVE CLAIMS AND THIRD PARTY CLAIMS RELATING TO WAGE CLAIMS, UNFAIR LABOR PRACTICES (SUCH AS CLAIMS UNDER THE NATIONAL LABOR RIGHTS ACT), AGE DISCRIMINATION, DISCRIMINATION, DISABILITY, AND HARASSMENT; AND (4) MATTERS ARISING OUT OF DISCRIMINATION BASED ON PUBLIC ACCOMMODATION. THIS RELEASE AND INDEMNIFICATION PROVISION EXPRESSLY INCLUDES WITHOUT LIMITATION MATTERS ARISING OUT OF, OR CLAIMED TO BE ARISING OUT OF, THE INDEMNIFIED & RELEASED PARTIES' OWN NEGLIGENT ACTS, ERRORS, VIOLATIONS, BREACHES, OR INTENTIONAL CONDUCT WITH RESPECT TO SECTIONS (1)-(4) OF THIS PROVISION; AND

D. THE VIOLATION OR BREACH BY YOU, YOUR OWNER/OPERATOR OR BY ANY OF YOUR INVESTORS OF ANY WARRANTY, REPRESENTATION, AGREEMENT OR OBLIGATION IN THIS AGREEMENT OR IN ANY DEVELOPMENT AGREEMENT OR OTHER AGREEMENT BETWEEN YOU AND DICKEY'S OR ITS SUBSIDIARIES OR AFFILIATES.

2. YOU, YOUR OWNER/OPERATOR AND EACH OF YOUR INVESTORS AGREE TO GIVE DICKEY'S IMMEDIATE NOTICE OF ANY SUCH ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION. AT THE EXPENSE AND RISK OF YOU, YOUR OWNER/OPERATOR AND EACH OF YOUR INVESTORS, THE INDEMNIFIED & RELEASED PARTIES MAY ELECT TO CONTROL (BUT UNDER NO CIRCUMSTANCE IS OBLIGATED TO UNDERTAKE), AND ASSOCIATE COUNSEL OF THEIR OWN CHOOSING WITH RESPECT TO, THE DEFENSE AND/OR SETTLEMENT OF ANY SUCH ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION. SUCH AN UNDERTAKING BY THE INDEMNIFIED & RELEASED PARTIES SHALL, IN NO MANNER OR FORM, DIMINISH THE OBLIGATION OF YOU, YOUR OWNER/OPERATOR AND EACH OF YOUR INVESTORS TO INDEMNIFY DICKEY'S AND TO HOLD IT HARMLESS.

3. IN ORDER TO PROTECT PERSONS OR PROPERTY, OR ITS REPUTATION OR GOODWILL, OR THE REPUTATION OR GOODWILL OF OTHERS, AN THE INDEMNIFIED & RELEASED PARTY MAY, AT ANY TIME AND WITHOUT NOTICE, AS IT IN ITS JUDGMENT DEEMS APPROPRIATE, CONSENT OR AGREE TO SETTLEMENTS OR TAKE SUCH OTHER REMEDIAL OR CORRECTIVE ACTION AS IT DEEMS EXPEDIENT WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION IF, IN SUCH INDEMNIFIED & RELEASED PARTY'S SOLE JUDGMENT, THERE ARE REASONABLE GROUNDS TO BELIEVE THAT:

A. ANY OF THE ACTS OR CIRCUMSTANCES IN ARTICLE 20.6.1 ABOVE HAVE OCCURRED; OR

B. ANY ACT, ERROR OR OMISSION AS DESCRIBED IN ARTICLE 20.6.1.A MAY RESULT DIRECTLY OR INDIRECTLY IN DAMAGE, INJURY OR HARM TO ANY PERSON OR ANY PROPERTY.

4. ALL LOSSES AND EXPENSES INCURRED UNDER THIS ARTICLE 20 SHALL BE CHARGEABLE TO AND PAID BY YOU, YOUR OWNER/OPERATOR OR ANY OF YOUR INVESTORS PURSUANT TO YOUR OBLIGATIONS OF INDEMNITY UNDER THIS ARTICLE, REGARDLESS OF ANY ACTION, ACTIVITY OR DEFENSE UNDERTAKEN BY AN INDEMNIFIED & RELEASED PARTY OR THE SUBSEQUENT SUCCESS OR FAILURE OF SUCH ACTION, ACTIVITY OR DEFENSE.

5. AS USED IN THIS ARTICLE 20, THE PHRASE "LOSSES AND EXPENSES" SHALL INCLUDE, WITHOUT LIMITATION, ALL LOSSES, COMPENSATORY, EXEMPLARY OR PUNITIVE DAMAGES, FINES, CHARGES, COSTS, EXPENSES, LOST PROFITS, LEGAL FEES, COURT COSTS, SETTLEMENT AMOUNTS, JUDGMENTS, COMPENSATION FOR DAMAGES TO AN INDEMNIFIED PARTY'S REPUTATION AND GOODWILL, COSTS OF OR RESULTING FROM DELAYS, FINANCING, COSTS OF ADVERTISING MATERIAL AND MEDIA TIME/SPACE AND COSTS OF CHANGING, SUBSTITUTING OR REPLACING THE SAME, AND ANY AND ALL EXPENSES OF RECALL, REFUNDS, COMPENSATION, PUBLIC NOTICES, AND OTHER SUCH AMOUNTS INCURRED IN CONNECTION WITH THE MATTERS DESCRIBED.

6. UNDER NO CIRCUMSTANCES SHALL ANY INDEMNIFIED & RELEASED PARTY BE REQUIRED TO SEEK RECOVERY FROM THIRD PARTIES OR OTHERWISE MITIGATE THEIR LOSSES TO MAINTAIN A CLAIM AGAINST YOU, YOUR OWNER/OPERATOR OR ANY OF YOUR INVESTORS. YOU, YOUR OWNER/OPERATOR AND EACH OF YOUR INVESTORS AGREE THAT THE FAILURE TO PURSUE SUCH RECOVERY OR MITIGATE LOSS WILL IN NO WAY REDUCE THE AMOUNTS RECOVERABLE FROM YOU, YOUR OWNER/OPERATOR OR ANY OF YOUR INVESTORS BY ANY INDEMNIFIED & RELEASED PARTY PURSUANT TO THIS ARTICLE.

7. EACH OF THESE INDEMNITY OBLIGATIONS IS SEPARATE FROM, AND INDEPENDENT OF, THE INSURANCE OBLIGATIONS FOUND IN THIS AGREEMENT.

8. You and your Investors and your Owner/Operator expressly agree that the terms of this Article 20.6 shall expressly survive the termination, expiration or transfer of this Agreement or any interest herein.

ARTICLE 21. GUARANTY OF YOUR OWNER/OPERATOR AND INVESTORS

1. In consideration of the grant by Dickey's of a license and franchise to open and operate a Restaurant to Franchisee, pursuant to this Agreement to which this Personal Guaranty (herein so called) is made a part thereof, and for other good and valuable consideration, the undersigned Owner/Operator and Investors of Franchisee, for themselves, their heirs, successors, and assigns, do individually, jointly and severally hereby become surety and guaranty for the payment of all amounts and the performance of the covenants, terms and conditions of this Agreement, to be paid, kept and performed by Franchisee.

2. The undersigned Owner/Operator and Investors, jointly and severally, hereby agree to be personally bound and obligated by each and every condition and term contained in this Agreement (specifically including, without limitation, the covenants set forth in Article 12 and Article 18 of the Agreement).

3. If any default should at any time be made herein by Franchisee, then the undersigned Owner/Operator and Investors, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise to agree to pay to Dickey's all monies due and payable to Dickey's under the terms and conditions of this Agreement.

4. In addition, if Franchisee fails to comply with any other terms and conditions of this Agreement, then the undersigned Owner/Operator and Investors, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of this Agreement for and on behalf of Franchisee.

5. In addition, should Franchisee at any time be in default on any obligation to pay monies to Dickey's or any subsidiary or affiliate of Dickey's, whether for merchandise, products, supplies, furniture, fixtures, equipment or other goods purchased by Franchisee from Dickey's or any subsidiary or affiliate of Dickey's, or for any other indebtedness of Franchisee to Dickey's or any subsidiary or affiliate of Dickey's, then the undersigned Owner/Operator and Investors, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay all such monies due and payable from Franchisee to Dickey's or any subsidiary or affiliate of Dickey's upon default by Franchisee.

6. This Personal Guaranty shall survive the termination or expiration of this Agreement and/or any other collateral agreement(s) or any determination that this Agreement or any portion of it is void or voidable.

7. It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of the successors and assigns of Dickey's.

8. Except as precluded by applicable law, each of the undersigned Investors hereby submits to personal jurisdiction exclusively in the state and federal courts of the State of Texas with respect to any litigation, action or proceeding pertaining to this Personal Guaranty or this Agreement, and agrees that all such litigation will and must be venued in Dallas, Texas.

9. Franchisee and the undersigned Owner/Operator and Investors certify that the table immediately below contains a true, correct and complete listing of all of the holders of a direct or indirect ownership interest in Franchisee (including each Investor) and all persons and entities which directly or indirectly control or manage the business and affairs of Franchisee.

Name (Full Legal Name)	Address and Telephone No.	Type of Ownership Interest	Entity in which Ownership Interest is Held	Ownership %

ARTICLE 22. APPROVALS, WAIVERS AND REMEDIES

22.1 PRIOR APPROVAL OR CONSENT OF DICKEY'S. Whenever this Agreement requires the prior acceptance, approval or consent of Dickey's, you shall make a timely written request to Dickey's and such acceptance, approval or consent shall be obtained in writing.

22.2 NO WARRANTIES OR GUARANTIES. Dickey's makes no warranties or guarantees upon which you, your Owner/Operator or your Investors may rely, and assumes no liability or obligation to you, your Owner/Operator, your Investors or any third party to which it would not otherwise be subject, by providing any waiver, acceptance, approval, consent or suggestion to you or your Owner/Operator, or your Investors in connection with this Agreement, or for any neglect, delay or denial of any request therefor.

22.3 EFFECT OF DELAY, WAIVER, OMISSION OR FORBEARANCE. No delay, waiver, omission or forbearance by Dickey's to exercise any right, option, duty or power arising out of any breach or default by you or your Owner/Operator or your Investors under this Agreement shall constitute a waiver by Dickey's to enforce any such right, option, duty or power against you or your Owner/Operator or your Investors, or as to a subsequent breach or default by you or your Owner/Operator or your Investors. Subsequent acceptance by Dickey's of any payments due to it hereunder shall not be deemed to be a waiver by Dickey's of any preceding breach by you, your Owner/Operator or your Investors of any terms, provisions, covenants or conditions of this Agreement.

22.4 RIGHTS AND REMEDIES CUMULATIVE. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you and Dickey's or its subsidiaries or affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one (1) or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release you, your Owner/Operator, or any of your Investors from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration or earlier termination of this Agreement.

ARTICLE 23. FORCE MAJEURE

1. As used in this Agreement, the term "Force Majeure" shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government, and any other similar cause not within the control of the affected party.

2. Except as provided in Article 16.1, if the performance of any obligation by any party under this Agreement is prevented, hindered or delayed because of Force Majeure, which cannot be overcome by use of normal commercial measures, the parties shall be relieved of their respective obligations to the extent the parties are respectively necessarily prevented, hindered or delayed in such performance during

the period of such Force Majeure; provided, that you shall continue to be obligated to perform all of your monetary obligations under this Agreement. The party whose performance is affected by an event of Force Majeure shall give prompt notice of such Force Majeure event to the other party by telephone or facsimile (in each case to be confirmed in writing), setting forth the nature of the event, an estimate as to its duration and a plan for resuming compliance with this Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give such timely notice only to the extent of damage actually caused.

ARTICLE 24. NOTICES

1. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Dickey's shall be sent to:

Dickey's Barbecue Restaurants, Inc.
18583 N. Dallas Parkway, Suite 120
Dallas, Texas 75287
Facsimile: 972-423-2232
Telephone: 972-423-2201

Notices to you shall be sent to the address set forth on page 1 of this Agreement.

2. Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, telegram or telex, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing. Any change in the above addresses shall be made by giving fifteen (15) calendar days written notice of the change to the other party.

ARTICLE 25. ENTIRE AGREEMENT, NO RELIANCE ON REPRESENTATIONS OUTSIDE OF THIS AGREEMENT, AND WAIVER OF CERTAIN CLAIMS

This Agreement, the documents referred to herein, the attachments hereto, any addenda and any Transfer and Assumption Agreement, if applicable, constitute the entire, full and complete Agreement between Dickey's, you, your Owner/Operator and your Investors concerning the subject matter hereof and supersede all prior related agreements (both written and oral) between Dickey's, you, your Owner/Operator and your Investors. **You, your Owner/Operator and your Investors hereby acknowledge that they are not relying upon any information, representation or promise by Dickey's in entering this Agreement or in connection with the relationship contemplated hereunder. FRANCHISEE FURTHER WAIVES ANY CLAIM OF NEGLIGENT MISREPRESENTATION OR FRAUDULENT INDUCEMENT.** Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation made by Dickey's in its most recent franchise disclosure document (including exhibits and amendments) delivered to you or your representative. Except for those permitted to be made unilaterally by Dickey's hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by Dickey's and you and executed by their authorized officers or agents in writing.

ARTICLE 26. SEVERABILITY AND CONSTRUCTION

26.1 SEVERABILITY. Except as expressly provided to the contrary herein, each portion, article, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any article, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future

law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, such other portions, articles, parts, terms and provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and the invalid portions, articles, parts, terms and provisions shall be deemed not to be a part of this Agreement.

26.2 NO ADDITIONAL RIGHTS OR REMEDIES. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or entity other than you, Dickey's, Dickey's officers, directors and personnel and Dickey's and your respective successors and assigns as may be contemplated and authorized by Article 15, any rights or remedies under or as a result of this Agreement.

26.3 CONSTRUCTION. You and your Owner/Operator and your Investors expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately stated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Dickey's is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

1. All captions in this Agreement are intended solely for the convenience of all parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

2. All references to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by your Owner/Operator and your Investors hereunder, all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by your Owner/Operator and all of your Investors.

3. Unless otherwise agreed to in writing between the parties, the term "Investor" as used in this Agreement shall include, collectively or individually, (a) each person or entity who now or hereafter directly or indirectly owns an equity interest in you or who now or hereafter executes this Agreement as an Investor or executes an agreement in which such person or entity agrees to be bound by this Agreement as an Investor, and (b) each such other person or entity which is required by Dickey's as a condition to a Transfer or otherwise pursuant to this Agreement to execute this Agreement as one of your Investors or an agreement by which such person or entity agrees to be bound by this Agreement as an Investor. For purposes of this Agreement, the term "Investor" shall also include your Owner/Operator.

4. Each reference in this Agreement to a corporation, limited liability company or partnership shall be deemed to refer to each and any of the foregoing entities interchangeably and to any other entity or organization. Further, each reference to the organizational documents, equity owners, partners, directors, managers, general partners, and officers of a corporation, limited liability company or partnership shall be deemed to refer to each and any of the foregoing interchangeably and to the functional equivalent of the foregoing for any entity or organization.

26.4 COUNTERPARTS. This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

26.5 EFFECTIVE DATE. This Agreement shall not become effective until signed by an authorized representative of Dickey's.

26.6 ELECTRONIC SIGNATURES. The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without

limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.**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 between Dickey's and its affiliates and its and their respective shareholders, officers, directors, agents, and/or employees, and you, your Owner/Operator and each of your Investors and/or employees), and/or alleged breaches or failures to perform arising out of or relating to this Agreement (and any attachments or addenda to this Agreement or any provision herein), or the relationship created by this Agreement (collectively, "Disputes") to non-binding mediation prior to filing any action in court or any in arbitration with respect to the Dispute. The mediation shall be conducted in Collin County, Texas. The parties shall attempt to select a mediator by agreement of the parties so long as the mediator selected is experienced in the mediation of disputes in the franchise and food service businesses. If the parties are unable to agree upon such a mediator within a reasonable period of time (not to exceed fifteen (15) days, then the mediation of any Dispute shall be submitted by either party to the American Arbitration Association ("AAA") for resolution in accordance with its rules governing mediation, at the office of the AAA located nearest to Dickey's corporate headquarters in Dallas, 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, all Disputes that are not resolved through mediation in accordance with Article 27.1, including all disputes relating to the scope, validity, or enforceability of this Arbitration Agreement and any provision in this Section 27.2, shall be submitted for binding arbitration to the office of the AAA located nearest to Dickey's corporate headquarters in Dallas, Collin County, Texas, on demand of either party. Such arbitration proceedings shall be conducted by an arbitrator who is experienced in the arbitration of disputes in the franchise and food service businesses, if such an arbitrator is available, and in accordance with the then-current commercial arbitration rules of the AAA. 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. Dickey's and you agree that any arbitration between Dickey's or its affiliates and you shall not be consolidated with any other arbitration that may be taking place between Dickey's or its affiliate and other party.

27.3 CERTAIN CLAIMS BY EITHER PARTY. Notwithstanding anything herein to the contrary and to the extent permitted under applicable state law, either party may bring an action in any court having jurisdiction and without first submitting such action to mediation or arbitration for injunctive relief or other extraordinary relief involving the possession or disposition of, or other relief relating to real property the unauthorized disclosure or use of Proprietary Marks or intellectual property, any violation of Article 12 or in aid of enforcing the parties' obligations to arbitrate under Section 27.2 above.

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 Dallas, 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. The provisions of this Article 27.4 shall apply to the fullest 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. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT AND ANY AND ALL CONTROVERSIES, DISPUTES, OR CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES (REGARDLESS OF THE FORM OF THE CAUSE OF ACTION ASSERTED OR WHETHER THE DISPUTE IS BETWEEN YOU AND AN AFFILIATE OF DICKEY'S) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES AGREE THAT, WITH RESPECT TO ANY SUCH CONTROVERSIES, DISPUTES, OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT, ANY SUCH CONTROVERSIES, DISPUTES, OR ACTIONS SHALL BE BROUGHT, MAINTAINED, AND CONCLUDED EXCLUSIVELY IN THE DISTRICT COURTS OF COLLIN COUNTY, TEXAS, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN 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 DISTRICT OF TEXAS, SHERMAN 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. You and Dickey's acknowledge that the parties' agreement regarding applicable state law and forum set forth herein provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any Dispute covered herein. You and Dickey's further acknowledge the receipt and sufficiency of mutual consideration for such benefit. Notwithstanding the foregoing, the parties acknowledge and agree that either party may institute legal action for injunctive relief in any court of competent jurisdiction as set forth in Section 27.3 above.

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. EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 20.6 AND YOUR OBLIGATION TO PAY US LIQUIDATED DAMAGES UNDER ARTICLE 17.1, YOUR FAILURE TO COMPLY WITH YOUR CONFIDENTIALITY AND NON-COMPETITION OBLIGATIONS UNDER ARTICLES 11, 12 AND 18, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, 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 INDIVIDUAL CAPACITY. In the event that an action in court is permitted, any legal action commenced by either party shall be brought in an individual capacity, and not on a class-wide basis. **All parties waive their rights to initiate a class-action lawsuit in any court.**

27.9 STATUTE OF LIMITATIONS. Except where not permitted by law, any claim or cause of action asserted by either party arising out of or related to use of this Agreement or the relationship of the parties must be filed within 2 years after such claim or cause of action arose or be forever barred when the applicable statute of limitations is greater than 2 years. This provision does not affect or apply to any claim or cause of action where the applicable statute of limitations is less than 2 years

ARTICLE 28. ACKNOWLEDGMENTS & WARRANTIES

28.1 COMPLETION OF INDEPENDENT INVESTIGATION. You, your Owner/Operator and your Investors acknowledge and warrant 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.

28.2 WARRANTY OF RESPONSES TO FRANCHISEE QUESTIONNAIRE. You, your Owner/Operator and your Investors represent and warrant that your responses to Dickey's the Franchisee Questionnaire, in the form of Attachment B were truthful and well considered. You, your Owner/Operator and your Investors further acknowledge that Dickey's relied upon your responses to the Franchisee Questionnaire in agreeing to move forward with this Franchisee Agreement. Moreover, if your responses to the Franchisee Questionnaire had been different from your current responses to the Franchisee Questionnaire, Dickey's would not have executed the Franchise Agreement.

28.3 RECEIPT OF AGREEMENT AND DISCLOSURE DOCUMENT. You, your Owner/Operator and your Investors 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.

28.4 REVIEW OF AGREEMENT. You, your Owner/Operator and your Investors acknowledge and warrant 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 and attorneys of your own choosing about the content of the Agreement and the potential benefits and risks of entering into this Agreement.

28.5 AUTHORIZATION TO CONDUCT INVESTIGATION. You, your Owner/Operator and your Investors 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.

28.6 NO FINANCIAL REPRESENTATIONS. You, your Owner/Operator and your Investors represent and warrant 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.

28.7 You acknowledge that Dickey's rendering of initial or continuing training does not constitute a representation, promise, warranty or guarantee by Dickey's that your Restaurant
FRANCHISE AGREEMENT

operated at that site will be profitable or successful based on Dickey's training, and that Dickey's does not guaranty your success as a business person. You further acknowledge that your success or failure of your Restaurant and franchise will depend in large part upon your own skills and abilities regarding running a business and restaurant, your own hard work, the service you provide to your customers, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, real estate, and the marketplace.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first above written.

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC.,
a Texas corporation

By: _____
Trinity Hall, Senior VP of Development

FRANCHISEE:

_____,
a _____

By: _____
Name: _____
Title: _____

OWNER/OPERATOR:

[Individual]

_____, an individual

INVESTORS:

[Individual]

_____, an individual

[Individual]

_____, an individual

[Individual]

_____, an individual

ATTACHMENT A

**AUTHORIZATION AGREEMENT FOR
PREAUTHORIZED PAYMENTS
(ACH DEBITS)**

COMPANY NAME:		TAX ID NO.
I (we) hereby authorize Dickey's Barbecue Restaurants, Inc., hereinafter called "Company", to initiate debit entries from my <input type="checkbox"/> Checking <input type="checkbox"/> Savings Account (check one) indicated below and the depository named below, hereinafter called "Depository", to debit the same to such account		
DEPOSITORY NAME:		BRANCH:
STATE:	STATE:	ZIP CODE:
TRANSIT/ABA NO.	ACCOUNT NUMBER:	
This authority is to remain in full force and effect until Company has received notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.		
NAME(S):		ID NO.:
SIGNED:		DATE:

ATTACHMENT B

FRANCHISEE QUESTIONNAIRE

Dickey's Barbecue Restaurants, Inc., a Texas corporation ("Dickey's") and you are preparing to enter into a Franchise Agreement for the operation of a Dickey's® Barbecue Pit restaurant (the "Franchise"). The purpose of this Questionnaire (herein so called) is to determine whether any statements or promises were made to you, the undersigned Franchisee, that Dickey's has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

1. Have you received and personally reviewed Dickey's Franchise Disclosure Document (the "Disclosure Document") provided to you?

2. Did you sign a receipt for the Disclosure Document indicating the date you received it?

3. Do you understand the information contained in the Disclosure Document and Franchise Agreement?

4. Have you received and personally reviewed the Franchise Agreement and each exhibit attached to it?

5. Do you understand and accept your financial and other obligations under the Franchise Agreement?

6. Have you discussed the economic and business risks of owning and operating the Franchise with an independent attorney, accountant or other professional advisor?

7. Do you understand and accept the economic and business risks associated with operating the Franchise?

8. Do you understand that the success or failure of the Franchise will depend in large part upon your skills and abilities, the service you provide to your customers, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, real estate and the marketplace?

9. Do you understand that you must satisfactorily complete the initial training course before Dickey's will allow your Franchise to open, or otherwise before we will consent to a transfer of your Franchise?

10. Do you understand and acknowledge that Dickey's rendering of initial or continuing training does not constitute a representation, promise, warranty or guarantee by Dickey's that your Restaurant

operated at that site will be profitable or successful based on Dickey's training, and that Dickey's does not guaranty your success as a business person?

11. Do you understand that any disputes arising under the Franchise Agreement are subject to arbitration governed under Texas law, and that you are waiving your right to bring a class-action?
-

12. Do you understand and agree that no financial performance representation has been made by Dickey's in the Disclosure Document (including with regard to the performance of its franchised outlets or company-owned outlets and the potential performance of your outlet) or outside the Disclosure Document, that Dickey's does not make or authorize anyone else to make any such representations, and you agree that Dickey's, its employees and other persons speaking on behalf of Dickey's have not made any such representations?
-

13. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else regarding the amount of money you may gross or earn in operating the Franchise?
-

14. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else concerning the total revenues the Franchise may generate?
-

15. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else regarding the costs involved in operating the Franchise that are contrary to, or different from, the information contained in the Disclosure Document?
-

16. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect from operating the Franchise?
-

17. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance relating to the Franchise that is contrary to, or different from, the information contained in the Disclosure Document?
-

18. Has any employee or other person speaking on behalf of Dickey's made any promise or agreement that is contrary to, different from, or in addition to, the matters set forth in the Franchise Agreement?
-

19. If you answered "Yes" to any of the questions 13 through 18, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them

below). If you answered "No" to each of the foregoing questions, please leave the following lines blank.

20. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Restaurant, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding? When considering this question, please note that nothing in the Franchise Agreement or the attachments to the Franchise Agreement will disclaim or require you (the franchisee) to waive reliance on any representation that we made in our most recent franchise disclosure document (including its exhibits and amendments) delivered to you or your representative.

You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Further, by signing this Questionnaire, you agree that Dickey's has properly provided you with all of the appropriate franchise disclosures and has not made any financial claims or representations to you. You agree to hold harmless and release Dickey's and its affiliates, shareholders, officers, directors, agents, attorneys, successors and assigns from any and all liability in connection with the sale of the franchise to the extent that any statement or representation made herein is determined to be false and misleading and to the extent permitted under applicable law.

The following language applies to franchises to be located in Maryland or to be granted to Maryland residents:

The general release included in this questionnaire shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The acknowledgements or representations of the franchisee in this questionnaire which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISEE:

_____,
a _____

By: _____
Name: _____
Title: _____

ATTACHMENT C

CONSENT AND RELEASE FOR TRAINING

The undersigned is a franchisee of Dickey's Barbecue Restaurants, Inc., a Texas corporation ("Dickey's"), Owner/Operator of or an Investor in a Dickey's franchise or a manager of a Dickey's restaurant operated by a Dickey's franchisee who is commencing training. As part of such training, the undersigned may visit, inspect, train and work in one or more of the Dickey's restaurants owned or operated by Dickey's, Dickey's Barbecue Pit, Inc., a Texas corporation, their affiliates or by one or more Dickey's franchisees. As an inducement to cause the owner of such restaurant to permit the undersigned to visit, inspect, train and work in such restaurant, THE UNDERSIGNED HEREBY RELEASES, HOLDS HARMLESS, AND AGREES TO DEFEND & INDEMNIFY DICKKEY'S BARBECUE RESTAURANTS, INC., DICKKEY'S BARBECUE PIT, INC., THE OWNER(S) OF SUCH RESTAURANT(S), AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED & INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, INJURY, DAMAGE, COST AND EXPENSE SUFFERED OR INCURRED BY THE UNDERSIGNED AS A RESULT OF ANY SUCH VISIT, INSPECTION, TRAINING OR WORK. IT IS ACKNOWLEDGED THAT THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO BE AS BROAD AND COMPREHENSIVE AS PERMITTED BY LAW, AND INCLUDES LIABILITY, COST, DAMAGE, INJURY, COST AND EXPENSE SUFFERED AS A RESULT OR PARTLY AS A RESULT OF ANY NEGLIGENCE, ERROR OR OMISSION BY THE RELEASED & INDEMNIFIED PARTIES. The undersigned further represents that he has independently obtained or is covered by adequate insurance to cover the risk of loss or injury. Some states do not allow the limitations on liability set forth above. Accordingly, not all of the limitations set forth in this section may apply to undersigned.

The following language applies to franchises to be located in Maryland or to be granted to Maryland residents:

The general release included in this consent and release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

DATE

PRINTED NAME/TITLE (IF APPLICABLE)

ATTACHMENT D
STATE ADDENDA

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
ILLINOIS FRANCHISE DISCLOSURE ACT**

This Addendum to the Franchise Agreement by and between DICKY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Illinois law applies to this Agreement and supersedes any conflicting provision of the Franchise Agreement.

2. Subject to the parties arbitration obligation in Section 27.5 of the Franchise Agreement, all litigation by or between you and us, arising directly or indirectly from the franchise relationship, shall be commenced and maintained, at our election, in the state courts of Illinois or the United States District Court for Illinois with the specific venue, in either court system, determined by appropriate jurisdiction and venue requirements.

3. If any of the provisions of the Franchise Agreement are inconsistent with applicable state law, then the state law shall apply to the extent such law is constitutional and valid as applied.

4. Pursuant to 815 IL 705/41, no release language set forth in Sections 2.2, 9.5, and 15.2 or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the Illinois Franchise Disclosure Act or any other law of the State of Illinois.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**

This Addendum to the Franchise Agreement by and between DICKY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland:

No release language set forth in Sections 2.2, 9.5, or 15.2 or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. The acknowledgements or representations of the franchisee made in the Franchise Agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Pursuant to such Maryland Franchise Registration and Disclosure Law, any claim by you under such law must be brought within three years of the grant of the franchise. You may file this action in any Maryland court or Federal court located in Maryland.

2. Section 16.1 of the Franchise Agreement provides that the Franchise may automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. You may obtain an accounting of our advertising expenditures once each year by, requesting the same in writing within 120 days after the end of our fiscal year. We will provide the accounting to you as Confidential Information subject to Article 12 of the Franchise Agreement.

4. A franchisee (you) may bring an arbitration action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Notwithstanding anything to the contrary set forth in Section 27.10 of the Franchise Agreement, any limitation on the period of time arbitration/litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE MINNESOTA FRANCHISE INVESTMENT LAW**

This Addendum to the Franchise Agreement by and between DICKEY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The following language is added as Section 27.5 of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, injunctive relief, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C. 14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

3. Pursuant to Minnesota Statutes, Section 80C.12, Subdivision 1(g), the following provision is added as Section 20.5 of the Franchise Agreement:

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all losses and expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

4. No release language set forth in Sections 2.2, 9.5, or 15.2 of the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the state of Minnesota.

5. Liquidated damages and termination penalties are prohibited by law in the state of Minnesota and, therefore, Section 17.1 of the Franchise Agreement is amended by deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

Notwithstanding any such termination, and in addition to your other obligations, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, you shall be, continue and remain liable to us for any and all damages which we have sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on your part until the end of the term.

At the time of such termination of the Franchise Agreement, you covenant to pay to us within 10 days after demand compensation for all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by us and/or amounts which would otherwise be payable for and during the remainder of the unexpired term of the Franchise Agreement but for such termination. This does not constitute a waiver of your right to a trial on any of the above matters.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKEY’S BARBECUE RESTAURANTS, INC.: **FRANCHISEE:** _____

By: _____ By: _____

Title: _____ Title: _____

Attest: _____ Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE NEW YORK GENERAL BUSINESS LAW**

This Addendum to the Franchise Agreement by and between DICKY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Article 17 is amended by adding the following statement immediately after the word "terminate" in the beginning of the Section:

However, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 15.1 is amended by adding the following statement immediately after the first sentence of such Section:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. Nothing in Article 16 prevents you from asserting your rights under common law to terminate the Franchise Agreement if we commit a material breach of the Franchise Agreement.

4. Section 27.5 is amended by adding the following statement immediately after the first sentence of such Section:

The foregoing choice of law should not be considered a waiver of any right conferred upon you by the GBL of the State of N.Y., Article 33.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
NORTH DAKOTA FRANCHISE INVESTMENT LAW**

This Addendum to the Franchise Agreement by and between DICKY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede any conflicting terms in the Franchise Agreement:

1. The Franchise Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from the Franchise Agreement. Any non-competition covenants contained in the Franchise Agreement shall be subject to the North Dakota laws on franchising.

2. Liquidated damages are prohibited by law in the State of North Dakota. Section 17.1 of the Franchise Agreement is deleted and replaced with the following:

"If we terminate this Agreement, we shall seek and, to the extent permitted by North Dakota law you may be liable to us for, any and all damages which we have sustained or may sustain by reason of your breach of the Franchise Agreement until the end of the term."

3. No release language set forth in the Franchise Agreement (including but not limited to Sections 2.2, 9.5, and 15.2) shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

4. Any provisions in the Franchise Agreement (including but not limited to Sections 27.6 and 27.7) which require the franchisee to waive the right to a jury trial or to exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE VIRGINIA RETAIL FRANCHISING ACT**

This Addendum to the Franchise Agreement by and between DICKY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede any conflicting provisions in the Franchise Agreement:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT**

This Addendum to the Franchise Agreement by and between DICKY'S BARBECUE RESTAURANTS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

The State of Washington has a statute, RCW 20.100.180, which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 20.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

DICKY'S BARBECUE RESTAURANTS, INC.:

FRANCHISEE: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

ATTACHMENT E
LEASE RIDER

LEASE RIDER

This Lease Rider is made and entered into as of _____, 20____ by and among Dickey's Barbecue Restaurants, Inc., a Texas corporation ("Franchisor"), _____ ("Tenant/Operator") and _____, a _____ ("Landlord").

Recitals. Tenant/Operator and Landlord desire to enter into a lease (the "Lease") pursuant to which Tenant/Operator will occupy and finish the premises located at _____ (the "Premises") for use and operation of a Dickey's Barbecue Pit® restaurant (the "Franchised Business") authorized under a Franchise Agreement to be executed between Franchisor and Tenant/Operator prior to the opening of the Franchised Business (the "Franchise Agreement"). Franchisor conditions its approval of the Premises as the location for Tenant/Operator's Franchised Business on the execution and delivery of this Lease Rider by Landlord and Tenant/Operator.

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

1. The Lease authorizes Tenant/Operator to use the Premises only for the operation of the Franchised Business unless and until the Franchise Agreement terminates or expires without renewal or replacement with a successor agreement between Franchisor and Tenant/Operator.
2. Landlord consents to Tenant/Operator's use and display of such proprietary marks (the "Proprietary Marks") and signs, decor items, color schemes, plans, specifications and related components of the Dickey's Barbecue Pit® restaurant chain (the "System") as Franchisor has prescribed in the common identity standards/décor plan furnished to Landlord, and may in the future prescribe, for the Franchised Business. Landlord agrees not to unreasonably withhold, delay or condition consent or approval of any future changes to the Premises required by Franchisor to conform to changes in the System and the Proprietary Marks.
3. Landlord agrees to send Franchisor conformed, legible copies of any and all letters and notices sent to Tenant/Operator pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant/Operator.
4. In the event of Tenant/Operator's default under the Lease, Franchisor may, but has no obligation, to cure the default. Franchisor shall make this determination within thirty (30) days after Franchisor receives notice of the Lease default from Landlord. If Franchisor elects to cure the default, Franchisor shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such thirty (30) day period, then Franchisor shall commence and proceed to act diligently to cure the default within such time as is reasonably necessary to cure the default.
5. Franchisor shall have the right, and Landlord consents to allow Franchisor, to enter the Premises to make any reasonable modification or alteration necessary to protect the Franchised Business, the System and the Proprietary Marks or to cure any default under the Franchise Agreement, or under the Lease, without civil or criminal liability for such entry and action that would otherwise be a tort or subject Franchisor or its agents or contractors to criminal prosecution.
6. Franchisor has an option but not the obligation to acquire the Franchised Business from Tenant/Operator if the Franchise Agreement expires or terminates or upon termination of the Lease by Landlord. If Franchisor exercises the option, it will notify Landlord when it notifies Tenant/Operator of its decision to exercise the option. Such notice will be sent to Landlord at the address for notices in the Lease no later than 30 days after the option becomes exercisable. If Franchisor so exercises its option, or makes a different arrangement with Tenant/Operator to acquire the Franchised Business, then Landlord shall permit Tenant/Operator to assign the Lease to Franchisor or to Franchisor's affiliated assignee or designee as successor in interest.

("Successor") to Tenant/Operator. Successor shall be obligated to assume Tenant/Operator's obligations under the Lease. Landlord shall not seek to impose or effect any modification of the Lease terms and conditions upon Successor. Successor shall attorn to Landlord under the Lease and Landlord shall attorn to and agree not to disturb the tenancy of Successor. Successor shall also assume Tenant/Operator's occupancy rights, rights under any renewal or purchase options, and the right to sublease the Premises, for the remainder of the term of the Lease including any applicable renewal periods. Any prior payments towards such rights or options made by or for Tenant/Operator shall be credited to the account and benefit of Successor as if Tenant/Operator retained such rights or options.

7. Landlord consents to such assignment to Successor in advance and agrees not to impose or assess any assignment fee or similar charge, increase or accelerate rent, cease any rent abatement, reduction or rebate granted to Tenant/Operator, or demand repayment of improvement costs or advances, under the Lease or any other agreement if and when such assignment occurs, or require Successor to pay any rent or other financial obligation of Tenant/Operator to Landlord arising prior to the assignment. Landlord agrees to look solely to the Tenant/Operator and its guarantors for any rents or other financial obligations owed to Landlord arising prior to such assignment. Landlord and Tenant/Operator acknowledge that neither Franchisor nor Successor is a party to the Lease and neither shall have any liability under the Lease, unless and until the Lease is assigned to, and assumed by Franchisor or Successor, as applicable
8. Notwithstanding anything contained in this Lease Rider and in the Lease, Successor is expressly authorized, without the consent of the Landlord, to sublet the Leased Premises to an authorized System franchisee, provided such subletting is specifically subject to the terms of the Lease and further provided the franchisee expressly assumes in writing all obligations of the Lease. Franchisor agrees to notify Landlord as to the name of the franchisee within ten (10) days after such subletting.
9. Tenant/Operator shall not assign or sublet the Lease or renew or extend the Lease's term without the prior written consent of Franchisor.
10. Landlord and Tenant/Operator shall not amend or otherwise modify the Lease in any manner that could materially affect any of the above requirements without the prior written consent of Franchisor.
11. This Lease Rider will supersede any conflicting terms of the Lease.
12. Landlord acknowledges that any landlord's lien or security interest arising under or from the Lease shall not apply to any movies, scripts, software, operations manuals or other tangible and intangible personal property of Tenant/Operator furnished by Franchisor or any supplier to Tenant/Operator under a use restriction, obligation of confidentiality or under license, and to any signage, printed materials, merchandise or other tangible media, goods, inventory, and supplies bearing any Proprietary Marks. At termination of the Lease, Franchisor shall arrange for recovery and removal of such items as provided in the Franchise Agreement.
13. Notwithstanding any term, condition or covenant of the Lease to the contrary, Landlord covenants with Tenant/Operator that during the Term of the Lease, Landlord will not enter into a lease, rental arrangement, license, usufruct or other agreement for space within the same shopping center as the Premises with, and will not sell any real property or outparcel adjoining the center or used as part of the center's parking lot to a party for use as, any restaurant serving as its primary menu item focus barbecued meats or poultry, whether prepared on or off premises, including without limitation any cuisine that is identified by reference to a country other than the United States. The prohibition shall extend to the granting of permission or consent by acquiescence to the presence of mobile food trucks, carts, stands or other serving vehicles on Landlord's property. This prohibition does not extend to any restaurant that offers a menu item prepared using

barbecue methods that represents no more than 10% of the restaurant's gross sales. For avoidance of doubt, barbecued meats and poultry are those prepared in smoker ovens over low heat for periods longer than conventional roasting, baking and convection heating.

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR:

DICKEY'S BARBECUE RESTAURANTS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

TENANT/OPERATOR:

By: _____
Name: _____
Title: _____

LANDLORD:

By: _____
Name: _____
Title: _____

EXHIBIT B
DEVELOPMENT AGREEMENT

DICKEY'S BARBECUE RESTAURANTS, INC.

DEVELOPMENT AGREEMENT



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

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between Dickey's Barbecue Restaurants, Inc., a Texas corporation (hereinafter referred to as "Dickey's") and the Developer identified below in the Developer Summary as the Developer (hereinafter referred to as "you" or "Developer").

DEVELOPER SUMMARY

EFFECTIVE DATE (Date Executed by Dickey's): _____

DEVELOPER: _____

BUSINESS ENTITY: _____ corporation/ _____ partnership/ _____ individual/ _____ limited liability company,
formed under the laws of: _____

DEVELOPER'S ADDRESS: _____

DEVELOPER'S TELEPHONE: _____

DEVELOPER'S FACSIMILE: _____

DEVELOPER'S E-MAIL ADDRESS: _____

ATTORNEY OR ADVISOR: _____

ATTORNEY'S OR ADVISOR'S ADDRESS: _____

RECITALS

WHEREAS, Dickey's has acquired the right to develop and as a result of the expenditure of time, skill, effort and money has developed, a distinctive system relating to the establishment and operation of restaurants under the mark Dickey's Barbecue Pit, which specializes in the sale of freshly-prepared, authentic, barbecued meats and other products (the "System");

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme and furnishings; special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; procedures for inventory and management control; training and assistance; and advertising and promotional programs; all of which may be changed, improved and further developed by Dickey's from time to time;

WHEREAS, Dickey's identifies the System by means of certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin, including, but not limited to, the mark "Dickey's Barbecue Pit" and such other trade names, service marks and trademarks as Dickey's may develop in the future to identify for the public the source of services and products marketed under these marks and under the System and representing the System's high standards of quality, appearance and service (collectively, the "Proprietary Marks"); and

WHEREAS, you wish to obtain the right to develop multiple Dickey's Barbecue Pit restaurants (the "Restaurants" or "Franchised Businesses") under the System within the geographic territory described in this Agreement, under the terms and conditions of this Agreement;

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

ARTICLE 1 GRANT

A. Dickey's hereby grants to you and you hereby accept, pursuant to the terms and conditions of this Agreement, the right and obligation to develop Restaurants solely within the geographic area described below (the "Territory"), such development rights to be exercised pursuant to Article 3.A and in accordance with the development schedule in Article 3.B (the "Development Schedule").

The Territory shall consist of the following "Markets:"

Market One: _____
Market Two: _____
Market Three: _____
Market Four: _____
Market Five: _____
Market Six: _____

B. When you sign the last Franchise Agreement (defined below) required to fulfill the obligation for each Market, the Market will be deleted from the Territory and your territorial rights for the Market will be replaced by the Primary Area as defined in each Franchise Agreement in the Market. Once deleted from the Territory, we may franchise and authorize a franchisee to operate, and our affiliates may develop, lease, manage and operate, a Restaurant in the deleted Market outside the Primary Area(s) of your Franchise Agreement(s).

C. If you develop a Restaurant outside of your Territory, then Dickey's will modify the Territory granted to you in Section 1.A by requiring you to release exclusivity to a Market in your Territory.

D. Except as otherwise provided in this Agreement and any Franchise Agreement between you and Dickey's, and subject to your full compliance with this Agreement, Dickey's shall not establish or authorize any other person or entity, other than you, to establish, a Restaurant in the Territory during the term of this Agreement. Except as expressly provided in this Agreement, Dickey's and its affiliates (and Dickey's and its affiliates respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of Dickey's rights and discretion with respect to the Proprietary Marks, the System and Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to: (a) at any time, advertise and promote the System, or fulfill customer orders (including but not limited to catering and delivery services) in the Territory or to authorize any Dickey's franchisee or other authorized person or entity to engage in such actions, and Dickey's may offer and sell (and authorize others to offer and sell) products and services which may be similar to those offered by a Restaurant, under the Proprietary Marks, in the Territory, if offered and sold other than through a Restaurant (e.g., product and catalog sales through direct mailings or internet sales, pre-packaged food items through grocery stores or supermarkets, internet sales, or memorabilia or recipes through other retail outlets, and other channels of distribution); (b) directly or indirectly, operate, license, or grant a franchise to operate a Restaurant or any other food offering service within the Territory if the location of the Restaurant is in a non-traditional venue including a stadium, corporate campus, shopping mall, airport, military base, health care facility, limited access highway rest stop, college or university campus, theme park, truck stop, casino, food truck, gas station, convenience store, or similar location; (c) operate, and grant to others the right to operate Restaurants outside the Territory at such locations and on such terms and conditions as we deem appropriate; (d) offer and sell (and may authorize others to offer and sell) any products or services under the Marks or under any other trademarks, service marks or trade dress, which may be similar to those offered by the Restaurants, through alternative channels of distribution, including without limitation, the internet or similar electronic media and supermarkets; (e) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Proprietary Marks, pursuant to such terms and conditions as we deem appropriate; and (f) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses businesses similar to or competitive with Restaurants in the Territory.

E. This Agreement is not a franchise agreement and does not grant to you any right or franchise to operate a Restaurant or any right to use or any interest in the Proprietary Marks or the System.

ARTICLE 2 DEVELOPMENT FEE

A. In consideration for the development rights granted to you herein and the rights granted to you under separate Franchise Agreements, you shall pay to Dickey's, upon execution of this Agreement, a non-refundable development fee ("Development Fee") equal to \$20,000.00 for the initial Restaurant plus \$15,000.00 for each subsequent Restaurant to be developed hereunder after the initial Restaurant. Pursuant to the Development Schedule set forth in Article 3.B, the total Development Fee is \$_____.

B. The Development Fee shall be applied to the initial franchise fees payable with respect to each Restaurant opened hereunder as follows:

1. For the initial Restaurant to be developed under this Agreement, \$20,000.00 of the Development Fee shall be applied to the initial franchise fee of \$20,000.00 due upon execution of the Franchise Agreement for the initial Restaurant.

2. For each additional Restaurant to be developed under this Agreement, \$15,000.00 of the Development Fee shall be applied to the franchise fee due upon the execution of each applicable Franchise Agreement (each a "Subsequent Franchise Fee"). So long as you develop Restaurants in accordance with the Development Schedule and otherwise comply with

the terms and conditions of this Agreement, the amount of the Subsequent Franchise Fee for each subsequent Restaurant shall be \$15,000.00 (it being understood that the initial franchise fee for the first Restaurant shall be equal to \$20,000.00). If you do not develop Restaurants in accordance with the Development Schedule or you do not otherwise comply with the terms and conditions of this Agreement, and provided that Dickey's remains willing, in its sole discretion, to continue to grant you franchises, the amount of each Subsequent Franchise Fee shall be \$20,000.00, and the balance shall be paid out of your separate funds.

C. The Development Fee and all franchise fees shall be nonrefundable.

ARTICLE 3 SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

A. You shall exercise the development rights granted hereunder only by entering into a separate franchise agreement ("Franchise Agreement") with Dickey's for each Restaurant for which a development right is granted. At the time of execution of this Agreement, you shall also execute and deliver a Franchise Agreement in the form attached as Attachment A for the first Restaurant to be developed hereunder. You shall additionally execute the form of Franchise Agreement then being used by Dickey's for new franchisees operating under the System, with respect to each subsequent Restaurant developed hereunder, as provided in the table in Article 3.A.1 below. These subsequent forms of Franchise Agreements may contain terms and conditions, including monetary obligations, which differ materially from the form of Franchise Agreement attached hereto, and shall also be included in the term "Franchise Agreements," as used herein. Notwithstanding anything herein to the contrary, the terms of each Franchise Agreement you enter into for each Restaurant to be developed under this Agreement shall control as against any terms granted by this Agreement, unless otherwise specified in writing. In particular, the Development Schedule below in Article 3.A.1 only applies as to the development of each Restaurant. The Restaurants must commence business in accordance with the commencement obligations set forth in Article 7.10 in each respective Franchise Agreement, unless otherwise specified in writing.

1. Acknowledging that time is of the essence, you agree to exercise your development rights hereunder and according to the Development Schedule (herein so called) below, which schedule designates the number of Restaurants in the Territory to be established and in operation by you upon the expiration of each of the designated development periods (the "Development Periods"):

Commencement Date of Development Period (Date of Execution of Applicable Franchise Agreement)	Expiration Date of Development Period (Required Restaurant Opening Date)¹	Cumulative Total Number of Restaurants Located in the Territory Which Developer Shall Have Open and in Operation
Effective Date	Twelve Months After Effective Date	One
Twelve Months After Effective Date	Twenty-Four Months After Effective Date	Two
Twenty-Four Months After Effective Date	Thirty-Six Months After Effective Date	Three
Thirty-Six Months After Effective Date	Forty-Four Months After Effective Date	Four
Forty-Four Months After	Fifty-Two Months After	Five

¹ This schedule is illustrative as we reserve the right to offer a schedule that requires a different number of Restaurants, prioritizes certain Markets for earlier or late development, or has different Development Period time frames.

Effective Date	Effective Date	
Fifty-Two Months After Effective Date	Sixty Months After Effective Date	Six

During any of the Development Periods set forth above, subject to the terms and conditions of this Agreement, you may develop more than the total minimum number of Restaurants, which you are required to develop during that Development Period. Any Restaurants developed during a Development Period in excess of the minimum number of Restaurants required to be developed upon expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period, if any. Notwithstanding the above, you are not authorized to operate within the Territory more than the cumulative total number of Restaurants you are obligated to develop under this Agreement as set forth above in the Development Schedule without the prior written approval of Dickey's.

2. If during the term of this Agreement, you cease to operate any Restaurant developed under this Agreement, you shall develop a replacement Restaurant to fulfill your obligation to have open and in operation the required number of Restaurants upon the expiration of each Development Period. The replacement Restaurant shall be developed within a reasonable time to be agreed upon by the parties after you cease to operate the Restaurant to be replaced. If you transfer your interest in a Restaurant developed under this Agreement in accordance with the terms of its Franchise Agreement during the term of this Agreement, the transferred Restaurant shall continue to be counted in determining whether you have complied with the Development Schedule so long as (i) the transferee and its guarantors have signed and delivered a Franchise Agreement, all related documents and a Guaranty, (ii) all fees due and payable in connection with the transfer are timely paid, (iii) the Restaurant continues to be operated as a Dickey's Barbecue Pit, and (iv) the transferee is in good standing and not in default under its Franchise Agreement. If these conditions are not met during the term of this Agreement, we will notify you that you must develop a replacement Restaurant within a reasonable time to be agreed upon by the parties in order to satisfy your obligations hereunder. In either case (closure or transfer and the transferee's failure to maintain good standing), the reasonable time period shall, subject to Dickey's consent, extend the term of the applicable Development Period to the end of the mutually agreed upon time period; provided, however, that in no event shall such time period or extension exceed six (6) months from the end of the applicable Development Period.

3. At the end of each Development Period, you shall provide Dickey's with written notice of the projected opening date of each Restaurant required to be developed during the next Development Period.

4. Failure by you to adhere to the Development Schedule or to any time period for the development of replacement Restaurants as set forth in Article 3.A.2 shall constitute an event of default under this Agreement.

ARTICLE 4 TERM

Unless sooner terminated in accordance with this Agreement, the term of this Agreement and all rights granted by Dickey's under this Agreement shall expire on the last day of the last Development Period specified in Article 3 on the Development Schedule. The term will be extended by Dickey's for a reasonable additional time period equal to any extension of time granted under Article 3.A.2 for the last Development Period. Following termination of this Agreement, Dickey's shall have the right to establish and operate, or license others to establish and operate, additional Dickey's restaurants in the Territory so long as the location of such restaurants does not infringe upon the protected territory of your Restaurants as set forth in the Franchise Agreements relating to your Restaurants.

ARTICLE 5 YOUR DUTIES

You make the following representations, warranties and covenants and accept the following obligations:

- A. You shall comply with all terms and conditions set forth in this Agreement.
- B. 1. If you are a corporation, limited liability company, partnership or any other entity, you represent, warrant and covenant that:
 - a. You are duly organized and validly existing under the state law of its formation;
 - b. You are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;
 - c. Your organizational documents shall at all times provide that your activities are limited to the development and operation of Restaurants;
 - d. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on behalf of you and the holders of ownership interests in you, and by all persons and entities which directly or indirectly control or manage your business and affairs (collectively, the "Management Group"), and such actions do not and will not violate, breach or constitute a default under any agreement, judgment, order, law, rule or regulation to which any of the foregoing is a party or by which bound;
 - e. If you corporation, limited liability company, partnership or any other entity copies of your organizational documents, other governing documents, and any and all amendments thereto shall be furnished to Dickey's prior to the execution of this Agreement, including evidence of the consent and approval of the entry into and performance of this Agreement by the requisite number or percentage of your owners and other persons governing or managing your business and affairs, if any such approval or consent is required by your organizational documents or other governing documents; and copies of each of the foregoing for each of the Management Group;
 - f. If you are a corporation, limited liability company, partnership or any other entity, the ownership interests in you and each of the Management Group are accurately and completely described in Attachment B. Further, if you are a corporation, limited liability company, partnership or any other entity, you shall at all times maintain a current list of all of the owners of a direct or indirect ownership interest in you and the Management Group. You shall make your list of owners available to Dickey's upon request;
 - g. If there should be a change in any owner of your direct or indirect ownership interest which results in such owner directly or indirectly holding percent (20%) or more of your outstanding ownership interest or any change in the ownership or composition of the Management Group, you shall notify Dickey's in writing prior to any such change and otherwise comply with the terms and conditions of Article 6, and you shall cause each such person or entity to execute this Agreement as one of your Investors (as defined in Article 26.3.3) and be individually bound by all of your obligations hereunder;
 - h. If you have or at any time shall issue any certificate evidencing any ownership interest in you, you shall have conspicuously noted upon such certificate a

statement in form satisfactory to Dickey's that it is held subject to all restrictions on Transfers imposed by this Agreement. In addition, you shall maintain on your records instructions against the Transfer of any of your ownership interest which are prohibited under this Agreement without Dickey's prior written consent, and your organizational documents shall also provide that all ownership interests in you are subject to all restrictions on Transfers imposed by this Agreement;

i. You and, at Dickey's request, each of your Investors have provided Dickey's with their most recent financial statements. Such financial statements present fairly the financial position of you and each of your Investors, as applicable, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended. You agree that you shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill your obligations under this Agreement. Each of the financial statements mentioned above has been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on the financial statements of you or such Investors.

j. You and your Investors acknowledge and agree that the representations, warranties and covenants set forth above in Article 5.B.1 are continuing obligations of you and that any failure to comply with such representations, warranties and covenants shall constitute an event of default under this Agreement, you agree that you will cooperate with Dickey's in any efforts made by Dickey's to verify compliance with such representations, warranties and covenants.

2. Upon the execution of this Agreement, you shall designate and retain an individual to serve as the Owner/Operator of you (the "Owner/Operator"). The Owner/Operator shall satisfy the following qualifications, unless waived in writing by Dickey's:

a. If you are an individual, you shall perform all obligations of the Owner/Operator.

b. If you are a corporation, limited liability company, limited partnership, or any other entity, the Owner/Operator shall, at all times during which he or she serves as Owner/Operator, (i) directly or indirectly hold an ownership interest in you, (ii) be fully authorized, directed and entitled (including, under the governing documents of you and the Management Group, and under any agreements and/or duly adopted resolutions by the shareholders, directors, officers, members, managers, and/or any other owner or governing body of you and each of the Management Group) to manage and control the day-to-day business affairs of you and to take any action which you are required to take or omit to take under this Agreement, all in such Owner/Operator's sole discretion, and without the approval or joinder of any person or entity.

c. Except as otherwise provided in this Agreement, the Owner/Operator's interest in you shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

The Owner/Operator shall, during the entire period he or she serves as such, devote full time and best efforts to the supervision and performance of the development activities contemplated under this Agreement, shall execute this Agreement as one of your Investors, shall be individually, jointly and severally bound by all obligations of you and your Investors hereunder, and shall be authorized to represent you and enter into agreements and undertakings on your behalf. You

represent and warrant that, as of the date of this Agreement, each undersigned person executing this Agreement as an Owner/Operator has been designated by as an Owner/Operator, and each such person meets all of the qualifications set forth in this Agreement for an Owner/Operator. You shall not cause or permit a change in any Owner/Operator without Dickey's prior written consent.

3. If you execute a Development Agreement for three (3) or more Restaurants, notwithstanding anything contained herein which may be to the contrary, you may designate multiple Owner/Operators.

4. You understand that compliance by all developers and franchisees operating under the System with Dickey's training, development and operational requirements is an essential and material element of the System and that Dickey's and developers and franchisees operating under the System consequently expend substantial time, effort and expense in training management personnel for the development and operation of their respective Dickey's Barbecue Pit restaurants. Accordingly, you agree that if during the term of this Agreement, you shall designate as your Owner/Operator any individual who is at the time or was at any time during the six (6) months prior to your engagement employed or engaged in a managerial position by Dickey's or any of its subsidiaries or affiliates, including but not limited to, individuals employed by Dickey's to work in its Dickey's Barbecue Pit restaurants, or by any other developer or franchisee operating under the System, such former employer shall be entitled to be compensated for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer related to training such employee. The parties agree that such expenditures may be uncertain and difficult to ascertain and, therefore, agree that the compensation specified herein reasonably represents such expenditures and is not a penalty. An amount equal to the annual compensation of such employee at the time of the termination of his employment with the former employer shall be paid by you to such former employer prior to such employee assuming the position of Owner/Operator. The parties expressly acknowledge and agree that no current or former employee of Dickey's, its subsidiaries or affiliates or any developer or franchisee under the System shall be a third party beneficiary of this Agreement or any provision hereof. Dickey's expressly disclaims any representations and warranties regarding the performance of any employee or former employee of Dickey's, its subsidiaries or affiliates, or any developer or franchisee operating under the System, who is designated as Owner/Operator or employed by you in any capacity, and Dickey's shall not be liable for any losses, of whatever nature or kind, incurred by you in connection therewith.

5. You and each of your Investors shall not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, another person, persons, partnership, association, corporation or other entity any confidential information, knowledge or know-how concerning the methods of development and operation of the Restaurants which may be communicated to you or any of your Investors or of which they may be apprised under this Agreement. You and each of your Investors shall disclose such confidential information only to your Investors and your personnel who must have access to it in connection with their employment with you. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which Dickey's communicates to you or your Investors shall be deemed confidential for the purposes of this Agreement. Neither you nor your Investors shall at any time, without Dickey's prior written consent, dissolve, disseminate, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenants in this Article 5.B.5 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon you and each of your Investors.

a. Your Owner/Operator and each of your Investors are hereby bound and personally obligated to comply with the foregoing covenant.

b. You and your Investors acknowledge that any failure to comply with the requirements of this Article 5.B.5 shall constitute an event of default under this Agreement and will cause Dickey's irreparable injury. Therefore, you and your Investors agree to pay all court costs and reasonable legal fees incurred by Dickey's in obtaining specific performance, injunctive relief or any other remedy available to Dickey's for any violation of the requirements of such article.

6. You shall comply with all requirements of federal, state and local laws, rules and regulations.

ARTICLE 6 DEFAULT, TRANSFER AND TERMINATION

A. You shall be deemed to be in default under this Agreement and all rights granted herein shall automatically terminate without notice to you: (1) if you become insolvent or make a general assignment for the benefit of creditors or file a voluntary petition under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state or admit in writing your inability to pay your debts when due; or (2) if you are adjudicated bankrupt or insolvent in proceedings filed against you under any section or chapter of federal bankruptcy law or any similar law or statute of the United States or any state, without further possibility of appeal or review; or (3) if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or other custodian permanent or temporarily of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or (4) if proceedings for a composition with creditors under any state or federal law are instituted by or against you; or (5) if a final judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); or (6) if you are dissolved; or (7) if execution is levied against your business or property; or (8) if suit to foreclose any lien or mortgage against the premises or equipment of such business operated hereunder or under any Franchise Agreement is instituted and not dismissed within thirty (30) days; or (9) if the real or personal property of any business operated hereunder or under any Franchise Agreement shall be sold after levy by any sheriff, marshal or constable.

B. You shall be deemed to be in default and Dickey's may, at its option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default except as provided below, effective immediately upon written notice to you, upon the occurrence of any of the following events of default:

1. If you fail to timely comply with the Development Schedule, timely execute Franchise Agreements and pay franchise fees, timely open Restaurants, or timely open replacement Restaurants in accordance with Article 3 hereof (and time is hereby stipulated to be of the essence);

2. If you or any of your Investors is convicted of, or shall have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude or any other crime or offense that Dickey's believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Dickey's interest therein;

3. If a threat or danger to public health or safety results from the construction, maintenance or operation of any Restaurant developed under this Agreement;

4. If you fail to designate a qualified replacement Owner/Operator within thirty (30) days after any initial or successor Owner/Operator ceases to serve as such, all as required under Article 5.B.2;

5. If you or any of your Investors breach or fail to perform any of the representations, warranties and covenants in Article 5;

6. Any Transfer in violation of Article 7;

7. If you or any of your Investors fail to comply with the covenants in Article 5.B.5 or 8.B or if you fail to obtain the execution of the covenants required under Article 5.B.5.a or Article 8.H within thirty (30) days following Dickey's request that you obtain the execution of such covenants;

8. If an approved transfer upon death or permanent disability is not affected within the time period and in the manner prescribed by Article 7.E;

9. If you misuse or make any unauthorized use of the Proprietary Marks or otherwise materially impair the goodwill associated therewith or with the System or Dickey's rights therein and do not cure such default within twenty-four (24) hours following notice from Dickey's;

10. If you fail, refuse or neglect promptly to pay when due any monetary obligation owing to Dickey's or its subsidiaries or affiliates under this Agreement, any Franchise Agreement or any other agreement between you and Dickey's or its subsidiaries or affiliates, other than those monetary obligations described in Article 6.B.1, and do not cure such default within seven (7) days following notice from Dickey's;

11. Any default occurs under a Franchise Agreement or any other agreement you have with Dickey's or its subsidiaries or affiliates and such default is not cured within any applicable grace or cure period expressly provided for therein; or

12. If you repeatedly commit an event of default under this Agreement, whether or not such defaults have been cured by you after notice by Dickey's.

C. Except as provided above in Article 6.B, you shall be in default hereunder if you or any of your subsidiaries or affiliates fail to comply with any other term or condition imposed by this Agreement or any other development or other agreement between you or any of your affiliates and Dickey's, as such may from time to time be amended. In such event, and to the extent permitted under applicable state law, Dickey's may terminate this Agreement by giving written notice of termination stating the nature of such default to you at least thirty (30) days prior to the effective date of termination (or, in the case of a breach under any other development agreement or other agreement between you or any of your subsidiaries or affiliates and Dickey's, such other period of time expressly provided therein for the cure of such breach after notice thereof, if any) (the "Cure Period"); provided, however, that you may avoid termination by immediately initiating a remedy to cure such default and curing it to Dickey's satisfaction within the Cure Period and by promptly providing proof thereof to Dickey's. If any such default is not cured within the Cure Period, or such longer period as applicable law may require, this Agreement shall, subject to Article 6.D, terminate without further notice to you effective immediately upon the expiration of the Cure Period or such longer period as applicable law may require.

D. Upon a default under Article 6.B or Article 6.C, and to the extent permitted under applicable state law, Dickey's has the option, in its sole discretion, in addition to or in lieu of exercising its option to terminate this Agreement as provided in Article 6.B and Article 6.C, to do any one or more of the following:

1. Terminate or modify any territorial rights granted to you in Article 1.C;
2. Reduce the area of such territorial rights;
3. Reduce the number of Restaurants which you may establish pursuant to Articles 1 and 3.B.1; or
4. Accelerate the Development Schedule; or
5. Increase the amount of the Subsequent Franchise Fee to \$20,000.

E. 1. Upon the termination or expiration of this Agreement, you shall have no further right to establish or operate any Restaurant for which a Franchise Agreement has not been executed by Dickey's and delivered to you at the time of termination or expiration.

2. If, as a result of your default, Dickey's does not elect to terminate this Agreement but instead elects to modify such territorial rights or modify your Development Schedule, you shall continue to perform your duties and obligations hereunder and develop Restaurants in accordance with the Development Schedule as modified by Dickey's.

3. If Dickey's exercises any of its rights in Article 6.D, or if this Agreement otherwise expires or terminates, Dickey's shall be entitled to establish, and to license or permit others to establish, restaurants, or conduct any other activity, in the Territory or in the portion thereof no longer a part of the Territory or pursuant to any other modification of your territorial rights, except as may be otherwise provided under any Franchise Agreement which is then in effect between Dickey's and you.

F. Dickey's exercise of any of its lesser options under Article 6.D shall not, in the event of a default, constitute a waiver by Dickey's to exercise its option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature to the extent permitted under applicable state law.

G. No default under this Agreement shall constitute a default under any Franchise Agreement between the parties hereto, unless the default is also a default under the terms of such Franchise Agreement.

H. No right or remedy herein conferred upon or reserved to Dickey's is exclusive of any other right or remedy provided or permitted by law or in equity.

I. Upon termination or expiration of this Agreement regardless of the cause of such termination, you and your Investors shall comply with the restrictions on confidential information contained in Article 5.B.5 and the covenants against competition contained in Article 8.B.2. Any other person required to execute similar covenants pursuant to Articles 5.B.5.a or 8.H shall also comply with such covenants.

ARTICLE 7 TRANSFER OF INTEREST

A. Transfer by Dickey's

Dickey's shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without your consent. Specifically, and without limitation to the foregoing, you expressly affirm and agree that Dickey's may sell its assets, the Proprietary Marks or the System to a third party; may merge, acquire other entities, or be acquired by another entity or person; may undertake a refinancing recapitalization, leveraged buyout or other economic or financial restructuring, and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claim, demand or damage arising from or related to the loss of the right to develop Restaurants under the System against Dickey's under this Agreement. Nothing contained in this Agreement shall require Dickey's to remain in the business of operating or licensing the operation of Dickey's Barbecue Pit restaurants or other restaurants or to offer any services or products, whether or not bearing the Proprietary Marks, to you, if Dickey's exercises its rights hereunder to assign its rights in this Agreement.

B. Transfer by you

Except as prohibited under applicable state law:

1. You and your Investors understand and acknowledge that the rights and duties set forth in this Agreement are personal to you and that Dickey's has granted this franchise in reliance on the business skill, financial capacity and personal character of you and your Investors. Accordingly, neither you nor any Investor may Transfer any direct or indirect ownership interest in you, this Agreement or the franchised business, without Dickey's prior written consent. In addition, neither you nor any permitted successor or assign to any part of your interest in this Agreement or the franchised business, nor any person or entity which directly or indirectly has or owns any interest in this Agreement, in the franchised business or in you, shall cause or permit a Transfer of a Controlling Interest (as hereinafter defined) without the prior written consent of Dickey's; provided, however, that Dickey's prior written consent shall not be required for a Transfer of less than a one percent (1%) interest in a Publicly-Held Corporation. Within five (5) days of the completion of each Transfer of any ownership interest in you or any of the Management Group, you shall provide to Dickey's written notice of the completion of the Transfer and fully executed copies of all documents evidencing the Transfer and any and all amendments to the organizational documents of the applicable entity in connection with the Transfer. For purposes of this Agreement, a "Transfer of a Controlling Interest" shall mean: (i) a Transfer, directly or indirectly, individually or cumulatively, of more than fifty (50%) of the ownership interest in you or any of the Management Group; or (ii) a Transfer of any ownership interest, which, directly or indirectly, individually or cumulatively, results in or may result in the change or removal of, or addition to, (a) any of the Management Group, or (b) the Owner/Operator. For purposes of this Agreement, a "Publicly-Held Corporation" is a corporation whose securities are registered under Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of the Securities Exchange Act, as amended. For purposes of this Agreement, "Transfer" means any sale, installment sale, exchange, mortgage, pledge, hypothecation, assignment, encumbrance or other transfer, conveyance or disposition, whether voluntarily, involuntarily or by operation of law or otherwise. Any purported Transfer, by operation of law or otherwise, not having the written consent of Dickey's required by this Article 7 shall be null and void and shall constitute an event of default under this Agreement.

2. Dickey's shall not unreasonably withhold its consent to a Transfer so long as the Transfer has not been completed prior to Dickey's receipt of notice thereof; however, Dickey's may, in its sole discretion, require any or all of the following as conditions of its approval to any such Transfer requiring Dickey's prior written consent:

a. All accrued monetary and other outstanding obligations to Dickey's and its subsidiaries and affiliates arising under this Agreement or any Franchise Agreement or other agreement between you or any of your subsidiaries or affiliates and Dickey's or its subsidiaries or affiliates shall have been satisfied in a timely manner, and you and your subsidiaries and affiliates shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

b. You are not in default of any provision of this Agreement nor is there any default under any Franchise Agreement or any other agreement between you or your subsidiaries or affiliates and Dickey's or its subsidiaries or affiliates;

c. Unless otherwise prohibited by applicable law, the transferor and its Investors, as applicable, shall have executed a general release, in a form prescribed by Dickey's, of any and all claims of transferor, of whatever nature or kind, against Dickey's and its subsidiaries and affiliates and their respective officers, directors, shareholders, partners, employees, servants, representatives and agents, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any Franchise Agreement and any other agreement between you or your subsidiaries or

affiliates and Dickey's or its subsidiaries or affiliates and federal, state and local laws, rules and ordinances;

d. The transferee shall enter into a written agreement, in a form prescribed by Dickey's, assuming full, unconditional joint and several liability for and agreeing to perform from the date of the Transfer, all obligations, covenants and agreements of you in this Agreement; and if transferee is a corporation, partnership, limited liability company or other entity, the transferee's shareholders, partners, members or other owners, as applicable, shall also execute such agreement as Investors of the transferee, including a guaranty of your obligations contained in this Agreement.

e. The transferee shall demonstrate to Dickey's satisfaction that transferee meets the criteria considered by Dickey's when reviewing a prospective developer's application for development rights, including Dickey's educational, managerial and business standards, transferee's good moral character, business reputation and credit rating, transferee's aptitude and ability to conduct the business contemplated hereunder (as may be evidenced by prior related business experience or otherwise), transferee's financial resources and capital, and the geographic proximity of other territories with respect to which transferee has been granted development rights or of other Dickey's Barbecue Pit restaurants operated by transferee, if any;

f. Unless prohibited by applicable law, the transferee shall execute the standard form development agreement then being offered to new System developers or a revised form of this Agreement, as Dickey's deems appropriate, and such other ancillary agreements as Dickey's may require, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement (except that the Development Schedule and the Development Periods will not change), and if the transferee is a corporation, a limited liability company, partnership or other entity, transferee's shareholders, members, partners or other owners, as applicable, shall also execute such agreements as Investors of the transferee, including a guaranty of your obligations contained in this Agreement;

g. You or the transferee shall pay a transfer fee of \$15,000.00 or such greater amount as is necessary to reimburse Dickey's for its reasonable costs and expenses associated with reviewing the application to Transfer, including, without limitation, legal and accounting fees;

h. If transferee is a corporation, limited liability company, partnership or any other entity, transferee shall make and will be bound by any or all of the representations, warranties and covenants in Article 5.B.1 as Dickey's requests. Transferee shall provide to Dickey's evidence satisfactory to Dickey's that the terms of Article 5.B.1 have been satisfied and are true and correct on the date of Transfer. The transferor shall remain liable for all of the obligations to Dickey's in connection with this Agreement incurred prior to, the effective date of the transfer and shall execute any and all instruments reasonably requested by Dickey's to evidence such liability.

i. Prior to the Transfer, you shall deliver to Dickey's for review and approval copies of all documents which will evidence the Transfer and, if applicable, any and all amendments to the organizational documents of the applicable entity to be executed in connection with the Transfer.

3. You acknowledge and agree that each condition, which must be met by the transferee, is reasonable and necessary to ensure the transferee's full performance of the obligations hereunder.

C. Transfer for Convenience of Ownership

If a proposed Transfer is to a corporation, partnership, limited liability company or other entity formed solely for the convenience of ownership, to the extent permitted under applicable state law, Dickey's consent may be conditioned upon any of the requirements in Article 7.B, except that the requirements in Articles 7.B.2.c, e, f and g shall not apply. In such event, you shall be the owner of all the outstanding ownership interests in the entity, and if you are more than one (1) individual, each individual shall have the same proportionate ownership interest in the entity as such individual had prior to the Transfer.

D. Right of First Refusal

1. You or any person holding a direct or indirect interest in you (including any interest to be transferred pursuant to Article 7.E) or in this Agreement and who desires to accept any bona fide offer from a third party to purchase your interests hereunder or any interest in you shall promptly notify Dickey's in writing of each such offer and shall provide such information and documents relating to the offer as Dickey's may require. Dickey's shall have the right and option, exercisable within sixty (60) days after receipt of such written notification, to send written notice that Dickey's intends to purchase the transferor's interest on the same terms and conditions offered by the third party. If Dickey's elects to purchase the transferor's interest, closing on such purchase must occur within thirty (30) days from the date of Dickey's notice electing to purchase, or such other date as may be agreed upon. Any material change in the terms of any third party offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Dickey's as in the case of an initial offer. Failure of Dickey's to exercise the option afforded by this Article 7.D shall not constitute a waiver of any other provision of this Agreement, including all provisions relating to a proposed Transfer.

2. If the offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Dickey's may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on such amount, an independent appraiser shall be designated by each party to determine such amount. In the event that such appraisers shall agree on such amount, the determination shall be final and binding. In the event that such appraisers fail to agree within thirty (30) days, a third independent appraiser shall be designated by such appraisers, and the determination by a majority of appraisers shall be binding. Each party shall bear the costs and expenses of the appraiser appointment by such party, and the parties shall share equally the costs and expenses of the third appraiser.

3. If Dickey's elects to exercise the option described in this Article 7.D, it shall have the right to set off the cost of the appraisal described in Article 7.D.2 above, if any against any payment made hereunder.

4. Failure to comply with the provisions of this Article 7.D prior to the transfer of any direct or indirect interest in you or this Agreement shall constitute an event of default under this Agreement.

E. Transfer Upon Death or Permanent Disability

Except as prohibited under applicable state law:

1. Upon the death of any person with a direct or indirect interest in this Agreement or in you (the "Deceased"), the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party, provided that any such transfer shall be subject to the terms, conditions and restrictions regarding Transfers set forth in Article 7.B and the right of first refusal set forth in Article 7.D. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased,

then the transfer of such interest to the distributee of such interest shall be subject to the terms, conditions and restrictions regarding Transfers set forth in Article 7.B. If the distributee is not approved by Dickey's, then the distributee shall transfer such interest to a third party approved by Dickey's within twelve (12) months after the death of the Deceased, subject to the terms and conditions set forth in Article 7.B and the right of first refusal set forth in Article 7.D.

2. Upon the permanent disability of any person with a direct or indirect interest in this Agreement or in you, if Dickey's determines Dickey's may, in its sole discretion, require such interest to be transferred to a third party approved by Dickey's within six (6) months after notice to you, subject to the right of first refusal set forth in Article 7.D. "Permanent disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days on the date of determination of disability is unlikely. Permanent disability shall be determined by two (2) licensed practicing physicians. One (1) licensed practicing physician shall be selected by Dickey's, while a second licensed practicing physician shall be selected by you. If these two (2) licensed practicing physicians cannot agree on whether a permanent disability exists, they shall appoint a third licensed practicing physician whose expert opinion shall be controlling. The costs of any examination required by this Article shall be paid by Dickey's.

3. Upon the death or claim of permanent disability of any person with a direct or indirect interest in this Agreement or in you, you must promptly notify Dickey's of such death or claim of permanent disability. Except as otherwise provided in this Article 7.E, any transfer upon death or permanent disability shall be subject to the same terms and conditions described in this Article 7.B.2, except that the requirements of Articles 7.B.2.c, f and g shall not apply. If an interest is not transferred upon death or permanent disability as required in this Article 7.E, you shall be in default under this Agreement.

F. Non-Waiver of Claims

Dickey's consent to a transfer of any interest in you or in this Agreement shall not constitute a waiver of any claims it may have against the transferor, nor shall it be deemed a waiver of Dickey's right to demand exact compliance with any of the terms of this Agreement by the transferee.

G. Offerings by You

Securities in you may be offered to the public, by private offering or otherwise, only with the prior written consent of Dickey's (whether or not Dickey's consent is required under Article 7.B), which consent shall not be unreasonably withheld. All materials required for such offering by federal or state law shall be submitted to Dickey's for a limited review as discussed below prior to their being filed with any government agency, and any materials to be used in any exempt offering shall be submitted to Dickey's for such review prior to their use. No offering by you shall imply, by use of the Proprietary Marks or otherwise, that Dickey's is participating in an underwriting, issuance or offering of your securities or the securities of any subsidiary or affiliate of you, and Dickey's review of any offering materials shall be limited solely to the subject of the relationship between you and Dickey's and its subsidiaries and affiliates and shall not constitute an endorsement of your offering or a representation or confirmation that your offering complies with applicable federal or state laws. Dickey's may, at its option, require your offering materials to contain a written statement prescribed by Dickey's concerning the limitations described in the preceding sentence. **YOU AND THE OTHER PARTICIPANTS IN THE OFFERING MUST FULLY INDEMNIFY DICKY'S IN CONNECTION WITH THE OFFERING.** For each proposed offering, you shall pay to Dickey's a non-refundable fee of \$1,000.00, or such larger amount as is necessary to reimburse Dickey's for its reasonable costs and expenses associated with reviewing the proposed offering materials, including, without limitation, legal and accounting fees. You shall give Dickey's written notice at least thirty (30) days prior to any offering or other transaction covered by this Article 7.G.

ARTICLE 8 COVENANTS

A. You covenant that during the term of this Agreement, except as otherwise approved in writing by Dickey's, your Owner/Operator shall devote full time best efforts to the management and operation of the development activities contemplated under this Agreement.

B. You and your Investors specifically acknowledge that, pursuant to this Agreement, you and your Investors will receive valuable specialized training trade secrets and confidential information, which are beyond the present skills and experience of you and your Investors and your managers and employees and that you have the right and the obligation, arising from this Agreement, to develop the Territory for the benefit of the System. You and your Investors acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to you in the development of the Franchised Businesses and that access to such specialized training, trade secrets and confidential information is, therefore, a primary reason for entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and exclusive rights, you and your Investors covenant as follows:

1. With respect to you, during the term of this Agreement, or with respect to each of your Investors, during the term of this Agreement for so long as such individual or entity satisfies the definition of "your Investors" in Article 13.E, except as otherwise approved in writing by Dickey's, neither you nor any of your Investors shall, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person(s), partnership or corporation:

a. Divert or attempt to divert any business or customer of any Dickey's Barbecue Pit Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Dickey's Proprietary Marks and the System; or

b. Own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any person or business which is similar to or competitive with Dickey's Barbecue Pit restaurants, including but not limited to, any restaurant or catering business that offers smoked meats or barbecue-style food, including chopped beef brisket, sliced beef brisket, pulled pork, Virginia style ham, marinated chicken breast, turkey breast, polish sausage, spicy cheddar sausage, or pork ribs as a primary or featured menu item.

2. With respect to you, for a continuous uninterrupted period commencing upon the expiration or termination of, or transfer of all of your interest in, this Agreement, or with respect to each of your Investors, for a continuous uninterrupted period commencing upon the earlier of: (i) the expiration, termination or transfer of all of your interest in this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of "your Investors" in Article 13.E, and for two (2) years thereafter (which two-year period shall be tolled during any period of noncompliance), except as otherwise approved in writing by Dickey's, neither you nor any of your Investors shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity:

a. Divert or attempt to divert any business or customer of any Dickey's Barbecue Pit restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Dickey's Proprietary Marks and the System;

b. Employ or seek to employ any person who is at that time employed by Dickey's or by any other developer or franchisee of Dickey's, or otherwise direct or indirectly induce such person to leave that person's employment; provided, however, that

you may employ such person in a managerial position with respect to your operation of a Dickey's Barbecue Pit restaurant pursuant to the terms of the Franchise Agreement applicable to such Dickey's Barbecue Pit restaurant; or

c. Own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations, joint ventures or other entities), advise, assist or make loans to, any person or entity engaged in any business that is similar to or competitive with Dickey's Barbecue Pit restaurants including but not limited to, any restaurant or catering business that offers smoked meats or barbecue style food, including chopped beef brisket, sliced beef brisket, pulled pork, Virginia style ham, marinated chicken breast, turkey breast, polish sausage, spicy cheddar sausage, or pork ribs as a primary or featured menu item, which business is, or is intended to be, located in the Territory or within five (5) miles of the boundary of the Territory, or within a five (5) mile radius of any Dickey's Barbecue Pit restaurant in existence or under construction as of date the time period set forth in Article 8.B.2 commences for you or your Investor, as applicable.

C. Article 8.B.1.b and 2.c shall not apply to ownership of less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

D. Neither you nor your Owner/Operator nor any of your Investors shall publish or communicate in any way (or assist, encourage, or support) to any third party any statement that might reasonably be construed to be disparaging, defamatory, derogatory, negative, or critical of the personal or business reputation, acumen, skill, practices, or conduct of Dickey's, its subsidiaries, or affiliates, including each party's respective officers, directors or employees, in connection with this Agreement or any prior agreement between the parties and the purchase and operation of any Dickey's Barbecue Pit® Restaurant and franchise. **With regard to this provision, the person alleged to have violated this provision agrees to waive his/her rights to prior restraint on speech and consents to the issuance of a temporary restraining order, temporary injunction, or other available injunctive relief designed to prevent any further breach of this provision. Additionally, if you or your Owner/Operator or any of your Investors publish or communicate any statement to a third-party that is disparaging, defamatory, derogatory, negative, or critical of the personal or business reputation, acumen, skill, practices, or conduct of Dickey's, its subsidiaries, or affiliates, including each party's respective officers, directors or employees the other party, you and your Owner/Operator and you Investors agree to assign all copyrights to such publications or communications to Dickey's. You and your Owner/Operator and your Investors agree to take whatever action (including signing assignment or other documents) that Dickey's requests to evidence its ownership or to help Dickey's obtain intellectual property rights in the copyrights to such publications or communications.**

E. The parties agree that each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article 8 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Dickey's is a party, you and your Investors expressly agree to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article.

F. You and your Investors understand and acknowledge that Dickey's shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Article 8.B, or any portion thereon, without your consent, effective immediately upon notice to you; and you and your Investors agree that you shall immediately comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Article 14.A.

G. You and your Investors expressly agree that the existence of any claims you may have against Dickey's, whether or not arising from this Agreement, shall not constitute a defense to the

enforcement by Dickey's of the covenants in this Article 8. You and your Investors agree to pay all costs and expenses (including reasonable legal fees) incurred by Dickey's in connection with the enforcement of this Article.

H. Failure to comply with the requirements of this Article 8 shall constitute an event of default under this Agreement. You and your Investors acknowledge that a violation of this Article would result in irreparable injury to Dickey's for which no adequate remedy at law may be available, and you and your Investors accordingly consent to the issuance of an injunction prohibiting any conduct by you or your Investors in violation of the terms of this Article. This remedy is in addition to any other remedies Dickey's may have hereunder or at law or equity.

I. At Dickey's request, you shall require and obtain the execution of covenants similar to those set forth in this Article 8 from any person or entity that now or hereafter satisfies the definition of your Investor in Article 13.E and any other person or entity who has received or will receive confidential information or training from Dickey's. Failure by you to obtain the execution of these covenants following Dickey's request shall constitute an event of default under this Agreement.

ARTICLE 9 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you shall be an independent contractor and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

B. During the term of this Agreement, you shall hold yourself out to the public as an independent contractor conducting its development operations pursuant to development rights granted by Dickey's. You agree to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place in any office established for the purposes hereunder, the content and form of which Dickey's reserves the right to specify in writing.

C. You understand and agree that nothing in this Agreement authorizes you or any of your Investors to make any conduct, agreement, warranty or representation on Dickey's behalf, or to incur any debt or other obligation in Dickey's name, and that Dickey's shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of you or any of your Investors or any claim or judgment arising therefrom.

D. 1. YOU AND EACH OF YOUR INVESTORS SHALL, AT ALL TIMES, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW DICKEY'S, ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, SERVANTS, EMPLOYEES, AGENTS AND REPRESENTATIVES (collectively, the "INDEMNIFIED PARTIES") FROM ALL "LOSSES AND EXPENSES" (AS DEFINED IN ARTICLE 9.D.4.B BELOW) INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING CLAIM, DEMAND, INVESTIGATION OR INQUIRY (FORMAL OR INFORMAL), OR ANY SETTLEMENT THEREOF (WHETHER OR NOT A FORMAL PROCEEDING OR ACTION HAS BEEN INSTITUTED) WHICH ARISES OUT OF OR IS BASED UPON ANY OF THE FOLLOWING:

a. THE INFRINGEMENT, ALLEGED INFRINGEMENT, OR ANY OTHER VIOLATION, OR ALLEGED VIOLATION BY YOU OR ANY OF YOUR INVESTORS OF ANY PATENT, MARK, COPYRIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES (EXCEPT AS SUCH MAY OCCUR WITH RESPECT TO ANY RIGHTS IN THE PROPRIETARY MARKS GRANTED TO YOU UNDER A FRANCHISE AGREEMENT), INCLUDING WITHOUT LIMITATION MATTERS CAUSED BY OR ARISING OUT OF, OR CLAIMED TO BE CAUSED BY OR ARISING

OUT OF, THE INFRINGEMENT OR VIOLATION OF ANY PATENT, TRADEMARK OR COPYRIGHT BY THE INDEMNIFIED PARTIES;

b. THE VIOLATION, BREACH OR ASSERTED VIOLATION OR BREACH BY YOU OR ANY OF YOUR INVESTORS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, RULING STANDARD OR DIRECTIVE, OR ANY INDUSTRY STANDARD, INCLUDING WITHOUT LIMITATION MATTERS CAUSED BY OR ARISING OUT OF, OR CLAIMED TO BE CAUSED BY OR ARISING OUT OF, THE BREACH OR VIOLATION OF ANY REGULATION, RULING, STANDARD OR DIRECTIVE OR ANY INDUSTRY STANDARD BY THE INDEMNIFIED PARTIES;

c. LIBEL, SLANDER OR ANY OTHER FORM OF DEFAMATION OF DICKEY'S OR THE SYSTEM, BY YOU OR BY ANY OF YOUR INVESTORS;

d. THE VIOLATION OR BREACH BY YOU OR BY ANY OF YOUR INVESTORS OF ANY WARRANTY, REPRESENTATION, AGREEMENT OR OBLIGATION IN THIS AGREEMENT OR IN ANY FRANCHISE AGREEMENT OR OTHER AGREEMENT BETWEEN YOU AND DICKEY'S OR ITS SUBSIDIARIES OR AFFILIATES; AND

e. NEGLIGENT ACTS, ERRORS OR OMISSIONS, WILFUL MISCONDUCT OR BREACH OF ANY CONTRACT OR WARRANTY BY YOU, ANY OF YOUR SUBSIDIARIES OR AFFILIATES AND ANY OF YOUR INVESTORS AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, INDEPENDENT CONTRACTORS, SERVANTS, EMPLOYEES AND REPRESENTATIVES OF YOU AND ITS SUBSIDIARIES AND AFFILIATES IN CONNECTION WITH THE PERFORMANCE OF THE DEVELOPMENT ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT OR THE ESTABLISHMENT AND OPERATION OF ANY DICKEY'S BARBECUE PIT RESTAURANT PURSUANT TO A FRANCHISE AGREEMENT, INCLUDING BUT NOT LIMITED TO NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ANY OF THE FOREGOING PARTIES IN THE OPERATION OF ANY MOTOR VEHICLE, THIS DEFENSE AND INDEMNITY OBLIGATION INCLUDES, WITHOUT LIMITATION, MATTERS CAUSED BY OR ARISING OUT OF, OR CLAIMED TO BE CAUSED BY OR ARISING OUT OF, ANY INDEMNIFIED PARTY'S OWN NEGLIGENT ACTS, ERRORS OR OMISSIONS, BREACH OF WARRANTY OR BREACH OF CONTRACT. YOUR OBLIGATION TO DEFEND AND INDEMNIFY ANY INDEMNIFIED PARTY FOR ITS OWN NEGLIGENCE APPLIES WHETHER SUCH NEGLIGENCE IS ALLEGED OR PROVEN TO BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

2. YOU AND EACH OF YOUR INVESTORS AGREE TO GIVE DICKEY'S IMMEDIATE NOTICE OF ANY SUCH ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION. AT THE EXPENSE AND RISK OF YOU AND EACH OF YOUR INVESTORS, DICKEY'S MAY ELECT TO CONTROL (BUT UNDER NO CIRCUMSTANCE IS OBLIGATED TO UNDERTAKE), AND ASSOCIATE COUNSEL OF ITS OWN CHOOSING WITH RESPECT TO, THE DEFENSE AND/OR SETTLEMENT OF ANY SUCH ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION. SUCH AN UNDERTAKING BY DICKEY'S SHALL, IN NO MANNER OR FORM, DIMINISH THE OBLIGATION OF YOU AND EACH OF YOUR INVESTORS TO INDEMNIFY DICKEY'S AND TO HOLD IT HARMLESS.

3. IN ORDER TO PROTECT PERSONS OR PROPERTY OR ITS REPUTATION OR GOODWILL, OR THE REPUTATION OR GOODWILL OF OTHERS, AN INDEMNIFIED PARTY MAY, AT ANY TIME AND WITHOUT NOTICE, AS SUCH INDEMNIFIED PARTY, IN ITS JUDGMENT DEEMS APPROPRIATE, CONSENT OR AGREE TO SETTLEMENTS OR TAKE SUCH OTHER REMEDIAL OR CORRECTIVE ACTION AS SUCH INDEMNIFIED PARTY DEEMS EXPEDIENT WITH RESPOND TO THE ACTION, SUIT, PROCEEDING, CLAIM,

DEMAND, INQUIRY OR INVESTIGATION IF, IN SUCH INDEMNIFIED PARTY'S SOLE JUDGMENT, THERE ARE REASONABLE GROUNDS TO BELIEVE THAT:

a. ANY OF THE ACTS OR CIRCUMSTANCES ENUMERATED IN ARTICLE 9.D.1 ABOVE HAS OCCURRED; OR

b. ANY ACT, ERROR OR OMISSION AS DESCRIBED IN ARTICLE 9.D.1.E MAY RESULT DIRECTLY OR INDIRECTLY IN DAMAGE, INJURY OR HARM TO ANY PERSON OR ANY PROPERTY.

4. a. ALL LOSSES AND EXPENSES INCURRED UNDER THIS ARTICLE 9 SHALL BE CHARGEABLE TO AND PAID BY YOU OR ANY OF YOUR INVESTORS PURSUANT TO ITS OBLIGATIONS OF INDEMNITY UNDER THIS ARTICLE, REGARDLESS OF ANY ACTION, ACTIVITY OR DEFENSE UNDERTAKEN BY THE INDEMNIFIED PARTY OR THE SUBSEQUENT SUCCESS OR FAILURE OF SUCH ACTION, ACTIVITY OR DEFENSE.

b. AS USED IN THIS ARTICLE 9, THE PHRASE "LOSSES AND EXPENSES" SHALL INCLUDE, WITHOUT LIMITATION, ALL LOSSES, COMPENSATORY, EXEMPLARY OR PUNITIVE DAMAGES, FINES, CHARGES, COSTS, EXPENSES, LOST PROFITS, LEGAL FEES, COURT COSTS, SETTLEMENT AMOUNTS, JUDGMENTS, COMPENSATION FOR DAMAGES TO DICKEY'S REPUTATION AND GOODWILL, COSTS OF OR RESULTING FROM DELAYS, FINANCING, COSTS OF ADVERTISING MATERIAL AND MEDIA TIME/SPACE AND COSTS OF CHANGING, SUBSTITUTING OR REPLACING THE SAME, AND ANY AND ALL EXPENSES OF RECALL, REFUNDS, COMPENSATION, PUBLIC NOTICES AND OTHER SUCH AMOUNTS INCURRED IN CONNECTION WITH THE MATTERS DESCRIBED.

5. NO INDEMNIFIED PARTY ASSUMES ANY LIABILITY FOR ACTS, ERRORS OR OMISSIONS OF THOSE WITH WHOM YOU, ANY OF YOUR INVESTORS OR YOUR SUBSIDIARIES AND AFFILIATES MAY CONTRACT, REGARDLESS OF THE PURPOSE.

6. UNDER NO CIRCUMSTANCES SHALL ANY INDEMNIFIED PARTY BE REQUIRED OR OBLIGATED TO SEEK RECOVERY FROM THIRD PARTIES OR OTHERS OR MITIGATE THEIR LOSSES TO MAINTAIN A CLAIM AGAINST YOU OR ANY OF YOUR INVESTORS. YOU AND EACH OF YOUR INVESTORS AGREE THAT THE FAILURE TO PURSUE SUCH RECOVERY OR MITIGATE LOSS WILL IN NO WAY REDUCE THE AMOUNTS RECOVERABLE ON YOU OR ANY OF YOUR INVESTORS BY ANY INDEMNIFIED PARTY PURSUANT TO THIS ARTICLE.

7. You and your Investors expressly agree that the terms of this Article 9.D. shall survive the termination, expiration or transfer of this Agreement or any interest herein.

ARTICLE 10 APPROVALS

A. Whenever this Agreement requires the prior approval or consent of Dickey's, you shall make a timely written request to Dickey's and such approval or consent shall be obtained in writing.

B. Dickey's makes no warranties or guarantees upon which you may rely and assumes no liability or obligation to you or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

**ARTICLE 11
NON-WAIVER AND REMEDIES**

A. No delay, waiver, omission or forbearance on the part of Dickey's to exercise any right, option, duty or power arising out of any breach or default by you or your Investors under this Agreement shall constitute a waiver by Dickey's to enforce any such right, option, duty or power against you or your Investors, or as to a subsequent breach or default by you or your Investors. Acceptance by Dickey's of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Dickey's of any preceding breach by you or your Investors of any terms, provisions, covenants or conditions of this Agreement.

B. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you and Dickey's or its subsidiaries and affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Dickey's rights pursuant to Article 6 of this Agreement shall not discharge or release you or any of your Investors from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

**ARTICLE 12
NOTICES**

A. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to you at the address first set forth above, or to Dickey's at the following address unless and until a different address has been designated by written notice to the other party:

Notices to Dickey's:	Dickey's Barbecue Restaurants, Inc. 18583 N. Dallas Parkway, Suite 120 Dallas, Texas 75287 Attn: Legal Department Telephone: (972) 248-9899; Facsimile: (214) 360-6282
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Notice to you shall be sent to the address set forth on page 1 of this Agreement.

B. Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, telegram or telex, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing. Any change in the above addresses shall be made by giving fifteen (15) calendar days written notice of the change to the other party.

**ARTICLE 13
ENTIRE AGREEMENT, SEVERABILITY AND CONSTRUCTION**

A. This Agreement, the documents referred to herein, the attachments hereto, any addenda and any Transfer Agreement, if applicable, constitute the entire, full and complete Agreement between Dickey's, you, your Owner/Operator and your Investors concerning the subject matter hereof and

supersede all prior related agreements (both written and oral) between Dickey's, you, your Owner/Operator and your Investors. **You, your Owner/Operator and your Investors hereby acknowledge that they are not relying upon any information, representation or promise by Dickey's in entering this Agreement or in connection with the relationship contemplated hereunder. DEVELOPER FURTHER WAIVES ANY CLAIM OF NEGLIGENT MISREPRESENTATION OR FRAUDULENT INDUCEMENT.** Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation made by Dickey's in its most recent franchise disclosure document (including exhibits and amendments) delivered to you or your representative. Except for those permitted to be made unilaterally by Dickey's hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by Dickey's and you and executed by their authorized officers or agents in writing.

B. Except as expressly provided to the contrary herein, each portion, article, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, article, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, articles, parts, terms or provisions of this Agreement that remain otherwise enforceable, and the latter shall continue to be given full force and effect and bind the parties; and the invalid portions, articles, parts, terms or provisions shall be deemed not to be part of this Agreement.

C. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, Dickey's, Dickey's officers, directors and personnel and such of your and Dickey's respective successors and assigns as may be contemplated (and, as to you, authorized by Article 7), any rights or remedies under or as a result of this Agreement.

D. All captions in this Agreement are intended solely for the convenience of the parties and shall not affect the meaning or construction of any provision of this Agreement.

E. All references to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by your Investors under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by you in this Agreement shall be deemed jointly and severally undertaken by all of your Investors.

F. Unless otherwise agreed to in writing between the parties, the term "Investor" as used in this Agreement shall include, collectively or individually, (i) if you are an individual, your spouse and (ii) if you are an entity, (a) each person or entity who now or hereafter executes this Agreement as an Investor or executes an agreement in which such person or entity agrees to be bound by this Agreement as an Investor, and (b) each such other person or entity which is required by Dickey's as a condition to a Transfer or otherwise pursuant to this Agreement to execute this Agreement as one of your Investors or an agreement by which such person or entity agrees to be bound by this Agreement as an Investor. For purposes of this Agreement, the term "Investor" shall also refer to your Owner/Operator. The Owner/Operator shall be one of your Investors unless otherwise agreed to between the you and Dickey's, in accordance with certain ownership conditions.

G. This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature

block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

H. This Agreement shall not become effective until signed by a President or more senior officer of Dickey's.

I. Each reference in this Agreement to a corporation, limited liability company or partnership shall be deemed to refer to each and any of the foregoing entities interchangeably and to any other entity or organization. Further, each reference to the organizational documents, equity owners, partners, directors, managers, general partners, and officers of a corporation, limited liability company or partnership shall be deemed to refer to each and any of the foregoing interchangeably and to the functional equivalent of the foregoing for any entity or organization.

ARTICLE 14 APPLICABLE LAW: MEDIATION

A. **Subject only to Article 14.C, the parties agree to submit all disputes, controversies, claims, causes of action between Dickey's and its affiliates and its and their respective shareholders, officers, directors, agents, and/or employees, and you, your Owner/Operator and each of your Investors and/or employees), and/or alleged breaches or failures to perform arising out of or relating to this Agreement (and any attachments or addenda to this Agreement or any provision herein) or the relationship created by this Agreement (collectively, "Disputes") to non-binding mediation prior to filing any action in court or any in arbitration with respect to the Dispute. The mediation shall be conducted in Collin County, Texas. The parties shall attempt to select a mediator by agreement of the parties so long as the mediator selected is experienced in the mediation of disputes in the franchise and food service businesses. If the parties are unable to agree upon such a mediator within a reasonable period of time (not to exceed fifteen (15) days, then the mediation of any Dispute shall be submitted by either party to the American Arbitration Association ("AAA") for resolution in accordance with its rules governing mediation, at the office of the AAA located nearest to Dickey's corporate headquarters in Dallas, 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 14.B below.**

B. Subject only to Article 14.A and 14.C, all Disputes that are not resolved through mediation in accordance with Article 14.A, including all disputes relating to the scope, validity, or enforceability of this Arbitration Agreement and any provision in this Section 14.B, shall be submitted for binding arbitration to the office of the AAA located nearest to Dickey's corporate headquarters in Dallas, Collin County, Texas, on demand of either party. Such arbitration proceedings shall be conducted by an arbitrator who is experienced in the arbitration of disputes in the franchise and food service businesses, if such an arbitrator is available, and in accordance with the then current commercial arbitration rules of the AAA. 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. Dickey's and you agree that any arbitration between Dickey's or its affiliates and you shall not be consolidated with any other arbitration that may be taking place between Dickey's or its affiliate and other party.

C. Notwithstanding anything herein to the contrary, either party may bring an action in any court having jurisdiction and without first submitting such action to mediation or arbitration (a) for

injunctive relief or other extraordinary relief, (b) involving the possession or disposition of, or other relief relating to real property, or (c) in aid of enforcing the parties' obligations to arbitrate under Article 14.B above.

D. You have signed this Agreement and submitted it to Dickey's for acceptance and execution by Dickey's at Dickey's corporate headquarters in Dallas, 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. The provisions of this Article 14.D shall apply to the fullest extent permitted under applicable state law.

E. THIS AGREEMENT IS EXECUTED AND DELIVERED IN CONNECTION WITH A TRANSACTION NEGOTIATED AND CONSUMMATED IN COLLIN COUNTY, TEXAS. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT AND ANY AND ALL CONTROVERSIES, DISPUTES, OR CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES (REGARDLESS OF THE FORM OF THE CAUSE OF ACTION ASSERTED OR WHETHER THE DISPUTE IS BETWEEN YOU AND AN AFFILIATE OF DICKEY'S) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES AGREE THAT, WITH RESPECT TO ANY SUCH CONTROVERSIES, DISPUTES, OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT, ANY SUCH CONTROVERSIES, DISPUTES, OR ACTIONS SHALL BE BROUGHT, MAINTAINED, AND CONCLUDED EXCLUSIVELY IN THE DISTRICT COURTS OF COLLIN COUNTY, TEXAS, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN 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 DISTRICT OF TEXAS, SHERMAN 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. You and Dickey's acknowledge that the parties' agreement regarding applicable state law and forum set forth herein provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any Dispute covered herein. You and Dickey's further acknowledge the receipt and sufficiency of mutual consideration for such benefit. Notwithstanding the foregoing, the parties acknowledge and agree that either party may institute legal action for injunctive relief in any court of competent jurisdiction as set forth in Section 14.C above.

F. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED UNDER APPLICABLE STATE LAW, 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.

G. WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES. EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9.D, YOUR FAILURE TO COMPLY WITH YOUR CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 5.B.5 AND NON-COMPETITION OBLIGATIONS UNDER ARTICLE 8, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, 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.

H. You and Dickey's acknowledge that the parties' agreement regarding applicable state law and forum set forth in Article 14.E 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. Notwithstanding the foregoing, the provisions of this Article 14.H shall only apply to the extent permitted under applicable state law.

I. **INDIVIDUAL CAPACITY.** In the event that an action in court is permitted, any legal action commenced by either party shall be brought in an individual capacity, and not on a class-wide basis. **All parties waive their rights to initiate a class-action lawsuit in any court.**

J. **STATUTE OF LIMITATIONS.** Except where not permitted by law, any claim or cause of action asserted by either party arising out of or related to use of this Agreement or the relationship of the parties must be filed within 2 years after such claim or cause of action arose or be forever barred when the applicable statute of limitations is greater than 2 years. This provision does not affect or apply to any claim or cause of action where the applicable statute of limitations is less than 2 years.

ARTICLE 15 ACKNOWLEDGMENTS

A. You acknowledge that you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that the success of this business venture involves substantial business risks and will largely depend upon the your ability. Dickey's expressly disclaims making and you acknowledge that it has 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 Developer Questionnaire, in the form of **Attachment C**, and that your responses were truthful and well considered.

B. You acknowledge that you have received, read and understand this Agreement and the related Attachments and agreements and that Dickey's has accorded you sufficient time and opportunity to consult with advisors selected by you about the potential benefits and risks of entering into this Agreement.

C. You acknowledge that you received from Dickey's a complete copy of Dickey's Franchise Disclosure Document ("the Disclosure Document"), this Agreement and the related attachments and agreements 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 transaction 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 and you paid us the Development Fee.

D. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first above written.

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC.,
a Texas corporation

By: _____
Trinity Hall, Senior VP of Development

YOU:

_____,
a _____

By: _____
Name: _____
Title: _____

CONSENT OF DEVELOPER'S INVESTORS

Each of the undersigned acknowledges and agrees as follows:

1. Each has read the terms and conditions of this Agreement and acknowledges that the execution of this guaranty and their undertakings as your Investors under the Agreement are in partial consideration for the granting of the development rights in the Development Agreement, and that Dickey's would not have granted such rights without the execution of this guaranty and these undertakings by each of the undersigned;

2. Each is included in the term "Investors" as described in Article 13.F of the Agreement;

3. Each individually, jointly and severally makes all of the covenants, representations, warranties and agreements of your Investors set forth in the Agreement (including without limitation the covenants set forth in Article 5.B.5 and Article 8) and is obligated to perform thereunder;

4. Each of the undersigned agrees that during the term of the Development Agreement and while the undersigned satisfies the definition of a "Investor" in Article 13.F, except as otherwise approved in writing by Dickey's, the undersigned shall not, either directly or indirectly, on behalf of the undersigned or through, on behalf of or in conjunction with any person, partnership, corporation or other entity:

i. Divert or attempt to divert any business or customer of the franchised business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Dickey's Proprietary Marks and the System;

ii. Employ or seek to employ any person who is at that time employed by Dickey's, by an affiliate of Dickey's, or by any other franchisee or developer of Dickey's, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing development agreement or franchise agreement between Dickey's and you; or

iii. Own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations, joint ventures or other entities), advise, assist or make loans to, any business that is similar to or competitive with the franchised business including, but not limited to, any restaurant or catering business that offers smoked meats or barbecue-style food, including chopped beef brisket, sliced beef brisket, pulled pork, Virginia style ham, marinated chicken breast, turkey breast, polish sausage, spicy cheddar sausage, or pork ribs as a primary or featured menu item located in the United States or any other jurisdiction in which Dickey's has registered or sought registration of its Proprietary Marks.

5. Each of the undersigned agrees that for a continuous uninterrupted period commencing upon: (a) the expiration or termination of the Franchise Agreement, (2) transfer of the franchisee's interest in the Franchise Agreement, (3) the time such individual or entity ceases to satisfy the definition of a "Investor" in Article 13.F (whichever is earliest to occur), and for two (2) years thereafter (which two-year period shall be tolled during any period of noncompliance), except as otherwise approved in writing by Dickey's, the undersigned shall not, either directly or indirectly, for yourselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity:

i. Divert or attempt to divert any business or customer of the franchised business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Dickey's Proprietary Marks and the System;

ii. Employ or seek to employ any person who is at that time employed by Dickey's,

by an affiliate of Dickey's, or by any other franchisee or developer of Dickey's, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing development agreement or franchise agreement between Dickey's and you; or

iii. Own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations, joint ventures or other entities), advise, assist or make loans to, any business that is similar to or competitive with the franchised business including, but not limited to, any restaurant or catering business that offers smoked meats or barbecue-style food, including chopped beef brisket, sliced beef brisket, pulled pork, Virginia style ham, marinated chicken breast, turkey breast, polish sausage, spicy cheddar sausage, or pork ribs as a primary or featured menu item, which business is, or is intended to be, located within a thirty (30)-mile radius of the location accepted hereunder or within a five (5)-mile radius of any Restaurant in existence or under construction as of date the time period set forth in Article 8.B.2 commences for you or your Investor, as applicable.

6. Each individually, jointly and severally, unconditionally, and irrevocably guarantees to Dickey's that all of your obligations under this Agreement will be punctually paid and performed. Upon default by you or upon notice from Dickey's, each will immediately make each payment and perform each obligation required of you under this Agreement. Without affecting the obligations of any of your Investors under this guaranty, Dickey's may, without notice to your Investors, waive, renew, extend, modify, amend or release any indebtedness or obligation of you or settle, adjust or compromise any claims that Dickey's may have against you. Each of your Investors waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by you, any default by you or any guarantor and any release of any guarantor or other security for this Agreement or your obligations hereunder. Dickey's may pursue its rights against any of your Investors without first exhausting its remedies against you and without joining any other guarantor hereto, and no delay on the part of Dickey's in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Dickey's of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Dickey's of notice of the death of any of your Investors, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining your Investors shall continue in full force and effect.

7. Each represents and warrants that, as of the date of this Agreement, each undersigned person executing this Agreement as an Owner/Operator has been designated as an Owner/Operator, and each such person meets all of the qualifications set forth in this Agreement for an Owner/Operator.

8. Additionally, with respect to the individual designated as Owner/Operator, Owner/Operator acknowledges that the undertakings by Owner/Operator under this Agreement are made and given in partial consideration of, and as a condition to, Dickey's grant of rights to develop Restaurants as described herein. Owner/Operator individually, jointly and severally makes all of the covenants, representations and agreements of you and Owner/Operator set forth in this Agreement and is obligated to perform hereunder.

[SIGNATURE PAGE FOLLOWS]

OWNER/OPERATOR:

[Individual]

_____, an individual

INVESTORS:

ATTACHMENT A

DICKEY'S BARBECUE RESTAURANTS, INC.

FRANCHISE AGREEMENT

[If Not Attached, See Exhibit A to Franchise Disclosure Document]

ATTACHMENT B

STATEMENT OF OWNERSHIP INTERESTS

Name (Full Legal Name)	Address and Telephone No.	Type of Ownership Interest	Entity in which Ownership Interest is Held	Ownership %
1.				
2.				
3.				
4.				

ATTACHMENT C

DEVELOPER QUESTIONNAIRE

Dickey's Barbecue Restaurants, Inc., a Texas corporation ("Dickey's") and you (the "Developer") are preparing to enter into a Development Agreement for the development of more than one Dickey's® Barbecue Pit restaurant franchise (the "Restaurants"). The purpose of this Questionnaire (herein so called) is to determine whether any statements or promises were made to you that Dickey's has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

1. Have you received and personally reviewed Dickey's Franchise Disclosure Document (the "Disclosure Document") provided to you?

2. Did you sign a receipt for the Disclosure Document indicating the date you received it?

3. Do you understand the information contained in the Disclosure Document and Development Agreement?

4. Have you received and personally reviewed the Development Agreement and each exhibit attached to it?

5. Do you understand your financial and other obligations under the Development Agreement?

6. Have you independently discussed the economic and business risks of developing, owning and operating the Restaurants with an attorney, accountant or other professional advisor?

7. Do you understand the economic and business risks associated with developing, owning and operating the Restaurant?

8. Do you understand that the success or failure of the Restaurants will depend in large part upon your ability to timely identify and open Restaurant locations in your territory, skills and abilities, the service you provide to your customers, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, real estate and the marketplace?

9. Do you understand and agree that any disputes arising under the Development Agreement are subject to arbitration governed under Texas law, and that you are waiving your right to bring a class-action?
-
10. Do you understand and agree that no financial performance representation has been made by Dickey's in the Disclosure Document (including with regard to the performance of its franchised outlets or company-owned outlets and the potential performance of your outlet), that Dickey's does not make any such representations, and that Dickey's, its employees and other persons speaking on behalf of Dickey's have not made any such representations?
-
11. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else regarding the amount of money you may earn in developing and operating the Restaurants?
-
12. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else concerning the total revenues the Restaurants may generate?
-
13. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else regarding the costs involved in developing and operating the Restaurants that are contrary to, or different from, the information contained in the Disclosure Document?
-
14. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect from developing and operating the Restaurants?
-
15. Has any employee or other person speaking on behalf of Dickey's made any statement or promise to you or anyone else, other than those matters addressed in your Development Agreement that is contrary to, or different from, the information contained in the Disclosure Document?
-
16. Has any employee or other person speaking on behalf of Dickey's made any promises or agreements that is contrary to, different from, or in addition to, the matters set forth in the Development Agreement?
-
17. If you answered "Yes" to any of the questions 11 through 16, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you answered "No" to each of the foregoing questions, please leave the following lines blank.
-

-
-
18. Do you understand that the Development Agreement and attachments to the Development Agreement contain the entire agreement between us and you concerning the franchise for the Development Agreement, meaning any prior oral or written statements not set out in the Development Agreement or the attachments to the Development Agreement will not be binding? When considering this question, please note that nothing in the Development Agreement or the attachments to the Development Agreement will disclaim or require you (the franchisee) to waive reliance on any representation that we made in our most recent franchise disclosure document (including its exhibits and amendments) delivered to you or your representative.
-

You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Further, by signing this Questionnaire, you agree that Dickey's has properly provided you with all of the appropriate franchise disclosures and has not made any financial claims or representations to you. You agree to hold harmless and release Dickey's and its affiliates, shareholders, officers, directors, agents, attorneys, successors and assigns from any and all liability in connection with the sale of the franchise to the extent that any statement or representation made herein is determined to be false and misleading and to the extent permitted under applicable law.

The following language applies to franchises to be located in Maryland or to be granted to Maryland residents:

The general release included in this questionnaire shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The acknowledgements or representations of the developer in this questionnaire which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Title: _____

ATTACHMENT D
STATE ADDENDA

**ADDENDUM TO THE DEVELOPMENT AGREEMENT PURSUANT TO THE
ILLINOIS FRANCHISE DISCLOSURE ACT**

The following provisions supersede and control any conflicting provisions of the Development Agreement:

1. Illinois law applies to this Agreement and supersedes any conflicting provision of the Development Agreement.

2. Subject to the parties' arbitration obligation in Section 14 of the Development Agreement, all litigation by or between you and us, arising directly or indirectly from the franchise relationship, shall be commenced and maintained, at our election, in the state courts of Illinois or the United States District Court for Illinois with the specific venue, in either court system, determined by appropriate jurisdiction and venue requirements.

3. If any of the provisions of the Development Agreement are inconsistent with applicable state law, then the state law shall apply to the extent such law is constitutional and valid as applied.

4. Pursuant to 815 IL 705/41, no release or waiver language set forth in the Development Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the Illinois Franchise Disclosure Act or any other law of the State of Illinois.

5. All other rights, obligations, and provisions of the Development Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Development Agreement for the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written to evidence their agreement to the foregoing provisions, which shall control over any conflicting provisions set forth in the Agreement.

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC., a Texas corporation

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

DEVELOPER:

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

**ADDENDUM TO THE DEVELOPMENT AGREEMENT PURSUANT TO THE
MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**

1. Any general release required to be executed by you as a condition to renewal, sale, transfer and/or assignment of this Agreement will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Any acknowledgements or representations of the developer that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. A developer (you) may bring an arbitration action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Any provision of this Agreement which purports to limit or reduce the time in which you may assert a claim against Dickey's shall not reduce the statute of limitations afforded to you for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written to evidence their agreement to the foregoing provisions, which shall control over any conflicting provisions set forth in the Agreement.

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC., a Texas corporation

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

DEVELOPER:

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

**ADDENDUM TO THE DEVELOPMENT AGREEMENT PURSUANT TO
THE MINNESOTA FRANCHISE INVESTMENT LAW**

The following provisions supersede any conflicting provisions in the Development Agreement:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Development Agreement can abrogate or reduce any of the developer's rights as provided for in Minnesota Statutes, Chapter 80C, or the developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
2. Minnesota law provides developers with certain termination rights and non-renewal rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the development agreement.
3. No release language set forth in the Development Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the state of Minnesota.
4. Notwithstanding any provisions of the Development Agreement to the contrary, to the extent required under applicable Minnesota law, a court of competent jurisdiction will determine whether Dickey's will be required to post a bond or other security, and the amount of such or other security, in any injunctive proceeding commenced by Dickey's against you, your shareholders/investors or the guarantors of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written to evidence their agreement to the foregoing provisions, which shall control over any conflicting provisions set forth in the Agreement.

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC., a Texas corporation

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

DEVELOPER:

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

**ADDENDUM TO THE DEVELOPMENT AGREEMENT PURSUANT TO THE
NORTH DAKOTA FRANCHISE INVESTMENT LAW**

The following provisions supersede any conflicting provisions in the Development Agreement:

1. The Development Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Development Agreement which designates jurisdiction or venue, or requires the developer to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Development Agreement issued in the State of North Dakota.

2. No release language set forth in the Development Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota.

3. Any provisions in the Development Agreement which require the developer to waive the right to a jury trial or to exemplary or punitive damages are deleted from any Development Agreements issued in the State of North Dakota.

4. Any arbitration or mediation authorized in the Development Agreement shall be held at a site agreeable to all parties.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written to evidence their agreement to the foregoing provisions, which shall control over any conflicting provisions set forth in the Agreement.

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC., a Texas corporation

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

DEVELOPER:

(Signature of Authorized Officer, Title)

(Print Name of Authorized Officer)

EXHIBIT C
GENERAL RELEASE

Ex. C

DICKEY'S BARBECUE RESTAURANTS, INC.
GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE

DICKEY'S BARBECUE RESTAURANTS, INC. (“we,” “us,” “our,” or “Franchisor”) and _____ the _____ undersigned _____ franchisee, _____ (“you,” “your,” or “Franchisee”), currently are parties to a certain franchise agreement dated _____ (the “Franchise Agreement”). You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation] _____

_____. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, personal representatives, executors, administrators, personal representatives, agents, contractors, assigns, partners, shareholders, members, directors, officers, members, principals, employees, parents, subsidiaries, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our affiliates, our and their current and former officers, directors, shareholders, members, principals, employees, agents, representatives, contractors, parents, subsidiaries, affiliated entities, successors, heirs, and assigns (collectively, the “Franchisor Parties”) from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties arising out of or related to (1) the Franchisor Parties’ obligations under the Franchise Agreement, (2) the offer, sale, administration, performance, default, and any termination, if applicable, of the Franchise Agreement, (3) our own negligence, fraud, misrepresentation(s), or deceptive trade practices regarding any and all past, present, or future claims and causes of action that arise from the purchase and operation of your Dickey's Barbecue Restaurant or arising out of the Franchise Agreement, or (4) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your transferring owners likewise grant to us the release and covenant not to sue provided above.

The following language applies to franchises to be located in Maryland or to be granted to Maryland residents:

This general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

DICKEY'S BARBECUE RESTAURANTS, INC.
a Texas corporation

FRANCHISEE,
a/an _____

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT D

STATE FRANCHISE REGULATORY AUTHORITIES

The following list contains names, addresses and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws. Entries for the Federal Trade Commission appear at the end of the list.

CALIFORNIA

Department of Business Oversight

Los Angeles

320 West 4th St., Suite 750

Los Angeles, CA 90013-2344

(213) 576-7500 (866) 275-2677

Sacramento

1515 K. St. Suite 200

Sacramento, CA 95814-4052

(916) 445-7205

San Diego

1350 Front St., Room 2034

San Diego, CA 92101-3697

(619) 525-4233

San Francisco

71 Stevenson Street, Suite 2100

San Francisco, CA 94105-2980

(415) 972-8559

HAWAII

Commissioner of Securities

Business Regulation Division

Dept. of Commerce and Consumer Affairs

335 Merchant Street, Rm 205

Honolulu, HI 96813

(808) 586-2722

ILLINOIS

Franchise Bureau

Office of Attorney General

500 South Second Street

Springfield, IL 62706

(217) 782-4465

INDIANA

Indiana Securities Division

Franchise Section

Indiana Government Center South

302 West Washington, Room E-111

Indianapolis, IN 46204

(317) 232-6681

MARYLAND

Office of Attorney General

Securities Division

200 Saint Paul Place

Baltimore, MD 21202-2020

(410) 576-6360

MICHIGAN

Department of Attorney General

Consumer Protection Division

Antitrust and Franchise Unit

670 Law Building

Lansing, MI 48913

(517) 373-7117

MINNESOTA

Minnesota Department of Commerce

Registration Division

85 7th Place East, Suite 500

St. Paul, MN 55101-21198

(651) 539-1600

NEW YORK

Office of Attorney General

Franchise Section

120 Broadway, 23rd Floor

New York, NY 10271

(212) 416-8222

NORTH DAKOTA

Securities Department
600 E. Boulevard Ave.
State Capitol - 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910

OREGON

Department of Consumer and Business
Services
Division of Finance and Corporate
Securities
Labor and Industries Building
Salem, OR 97310
(503) 378-4140

RHODE ISLAND

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Bldg. 69-1
Cranston, RI 02910
(401) 222-3048

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
124 S. Euclid Ave., Suite 104
Pierre, SD 57501
(605) 773-5953

VIRGINIA

State Corporations Commission
Division of Securities and Retail Franchising
P.O. Box 1197
Richmond, VA 23218
(804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

WISCONSIN

Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, WI 53701
(608) 266-8557

EXHIBIT E

AGENTS FOR SERVICE OF PROCESS

California: Commissioner of the Department of Business Oversight, 1515 K St., Sacramento, California 95814

Hawaii: Commissioner of Securities, Business Registration Division, Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813

Illinois: Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706

Indiana: Indiana Secretary of State, 201 State House, 200 West Washington Street, Indianapolis, Indiana 46204

Maryland: Maryland Securities Commissioner at the Office of Attorney General-Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202

Minnesota: Commissioner of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55155

New York: New York Secretary of State, 99 Washington Ave., 6th Floor, Albany, New York 12231

North Dakota: Securities Commissioner, 600 East Boulevard, Fifth Floor, Bismarck, North Dakota 58505

Rhode Island: Director of the Rhode Island Department of Business Regulation, Securities Division, 233 Richmond Street, Providence, Rhode Island 02903

South Dakota: Director of the Division of Securities, 124 S. Euclid Ave., Suite 104, Pierre, SD 57501

Virginia: Clerk of the State Corporation Commission, 1300 East Main Street, First Floor, Richmond, Virginia 23219

Washington: Director of Department of Financial Institutions, Securities Division, 150 Israel Road SW, Tumwater, Washington 98501

Wisconsin: Commissioner, Division of Securities, 345 West Washington Avenue, 4th Floor, Madison, Wisconsin 53701-1768

EXHIBIT F

STATE ADDENDA TO DISCLOSURE DOCUMENT

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO CALIFORNIA FRANCHISE INVESTMENT LAW

1. The California franchise investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.
2. In November, 2013, we entered into a Franchise Agreement with a franchisee in California in an exempt transaction after our annual registration had lapsed, and before our new registration became effective. We did not timely file the post-transaction notice of exempt transaction and pay the related filing fee. We consider this a technical violation of the California Franchise Investment Law. As a condition to our registration in California, we agreed to offer rescission to the franchisee, pay a filing fee to the Department and include this notice in the California Addendum of our FDD.
3. In January 2014, we entered into four Franchise Agreements with franchisees in California in exempt transaction after our annual registration had lapsed, and before our new registration became effective. We did not timely file the post-transaction notice of exempt transaction and pay the related filing fee. We consider this a technical violation of the California Franchise Investment Law. As a condition to our registration in California, we agreed to offer rescission to the franchisee, pay a filing fee to the Department and include this notice in the California Addendum of our FDD.
4. In January 2014, we entered into two Franchise Agreements with two franchisees in California after our annual registration expired and before our new registration became effective. As a condition to our registration in California, we agreed to offer rescission to the franchisees, pay fees to the Department and include this notice in the California Addendum of our FDD.
5. The following are added as additional RISK FACTORS to the State Cover Page of the Disclosure Document:

THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.

THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT CONTAIN PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

6. The row entitled "Interest" in Item 6 of the Disclosure Document is amended to state that the maximum interest rate in California currently is 10% annually.
7. The California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

8. The Franchise Agreement and Development Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
9. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
10. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the Franchise and indemnification for the indemnitied's own negligence, breach of contract, breach of warranty, and strict liability. These provisions may not be enforceable under California law.
11. Neither we nor any officer identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A 78a et seq., suspending or expelling such persons from membership in such association or exchange.
12. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.
13. The Franchise Agreement requires the application of the laws of Texas. This provision may not be enforceable under California law.
14. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
15. You must sign a general release if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
16. Website:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

**ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO
THE ILLINOIS FRANCHISE DISCLOSURE ACT**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law applies to this transaction and supersedes any conflicting provisions of the Franchise Agreement and Development Agreement, to the extent the application of such law is constitutional and is valid as applied.
2. The provisions of Section 27.5 of the Franchise Agreement and Section 14 of the Development Agreement which designate jurisdiction or venue in a forum outside of the State of Illinois shall not be effective for Franchise Agreements and Development Agreements entered into in Illinois.
3. Pursuant to 815 IL 705/41, no release or waiver language set forth in the Franchise Agreement or the Development Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the Illinois Franchise Disclosure Act or any other law of the State of Illinois.

**ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO
THE INDIANA FRANCHISE DISCLOSURE LAW
AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of this Disclosure Document, the Franchise Agreement, the other agreements or Texas law if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Section 16 of the Franchise Agreement in the State of Indiana, but only to the extent that may be inconsistent with such prohibition.
3. Notwithstanding the Franchise Agreement, you recognize that in the event of any use of the System not in accord with that Agreement, we shall be entitled to seek injunctive and other relief.
4. No release language set forth in the Disclosure Document, Franchise Agreement, or Development Agreement including but limited to Item 17, Sections 2.2, 9.5, or 15.2 of the Franchise Agreement, or Section 7 of the Development Agreement respectively, shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 27.5 of the Franchise Agreement and Section 14 of the Development Agreement, is amended to provide that each such agreement (as applicable) will be construed in accordance with the laws of the State of Indiana.
6. Any provision in the Disclosure Document, Franchise Agreement, or Development Agreement which designates jurisdiction or venue, or requires franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, may not be enforceable.
7. Section 27.6 (Jury Trial Waiver) of the Franchise Agreement is deleted from all Agreements entered into in Indiana.

**ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE
MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Maryland.

1. A franchisee may bring an arbitration action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any such arbitration action must be brought within 3 years after the grant of the franchise.
2. Item 17 of the Disclosure Document states that the Franchise Agreement and the Development Agreement will automatically terminate upon the bankruptcy of franchisee. These provisions may not be enforceable under current Federal bankruptcy law (11 U.S.C. Section 101 et seq.)
3. Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
4. The acknowledgements or representations of the franchisee made in the franchise agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Minnesota:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, injunctive relief, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
2. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.
3. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the state of Minnesota.
4. Pursuant to Minnesota Statutes, Section 80C.12, Subdivision 1(g), the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of franchisor's name.

**ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO
ARTICLE 33 OF THE NEW YORK GENERAL BUSINESS LAW**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of New York:

1. The following paragraphs are added to the end of the State Cover Page:

THIS OFFERING PROSPECTUS IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS OFFERING PROSPECTUS AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ALTHOUGH THESE FRANCHISES HAVE BEEN ACCEPTED FOR FILING, SUCH FILING UNDER GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW THAT THE INFORMATION PROVIDED HEREIN IS TRUE. THE DEPARTMENT'S REVIEW DID NOT INCLUDE A DETAILED EXAMINATION OF THE MATERIALS SUBMITTED. A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT MAY CONSTITUTE A VIOLATION OF BOTH FEDERAL AND STATE LAW, AND SHOULD BE REPORTED TO BOTH THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C., 20580 AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, NEW YORK, NEW YORK 10271.

GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE A COPY OF THE OFFERING PROSPECTUS, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE AT THE EARLIER OF (a) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISOR OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (b) AT LEAST TEN BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT OR (c) AT LEAST TEN BUSINESS DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE.

THE FRANCHISOR MAY NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

2. Item 3 is amended by adding the following language to the beginning of such Item:

To the best of our knowledge, except as otherwise disclosed below, neither we, our predecessor, nor any other person or franchise sales agent identified in Item 2 of this Disclosure Document:

- a) Has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations;
- b) Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the date of this Disclosure Document, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; or
- c) Is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

3. Item 4 is amended by adding the following language to the beginning of such Item:

To the best of our knowledge, except as otherwise disclosed below, neither we, our affiliates, our predecessor, or our officers, during the ten year period immediately before the date of this Disclosure Document:

- a) Has filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code;
- b) Has obtained a discharge of its debts under the United States Bankruptcy Code; or
- c) Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code or that obtained a discharge of its debts under the United States Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 5 is amended by adding the following new paragraph at the end of the Item:

The initial franchise fee and the development fee paid under the Development Agreement are not used for any specific purpose.

5. Item 11 is amended by adding the following sentence at the end of the Operations Manual section:

We may modify the Operations Manual. However, no change to the Operations Manual will be made which would impose an unreasonable economic burden on you, unreasonably increase your obligations, or materially alter your status or rights under the Franchise Agreement.

6. Item 17 is amended by adding the following language at the beginning of the Item:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

7. Row (d) of Item 17 entitled "Termination by you" is amended by adding the following language to the Summary column:

You may terminate the Agreement on any grounds available by law.

8. Row (j) of Item 17 entitled "Assignment of contract by us" is amended by adding the following to the Summary column:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

9. Row (w) of Item 17 entitled "Choice of law" is amended by adding the following to the Summary Section:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

10. The following is added immediately preceding Item 23:

We represent that this prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of North Dakota:

1. The Franchise Agreement and Development Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement or Development Agreement which designates jurisdiction or venue, or requires the franchisee or developer to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement or Development Agreement issued in the State of North Dakota.
2. Any non-competition covenants contained in the Franchise Agreement or Development Agreement shall be subject to the North Dakota laws on franchising. Covenants not to compete such as those mentioned in Section 18 of the Franchise Agreement or in the Consent of Developer's Investors may be considered unenforceable in the State of North Dakota.
3. Liquidated damages are prohibited by law in the State of North Dakota. Section 17.1 of the Franchise Agreement and Section 6.D.1 of the Development Agreement are deleted.
4. No release language set forth in the Franchise Agreement or Development Agreement (including but not limited to Sections 2.2, 9.5, or 15.2 of the Franchise Agreement, or Section 7 of the Development Agreement) shall relieve us or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota.
5. Any provisions in the Franchise Agreement (including but not limited to Sections 27.6 and 27.7) and any provisions of the Development Agreement (including but not limited to Sections 14.G and 14.H) which require the franchisee or developer to waive the right to a jury trial or to exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.
6. Any arbitration or mediation authorized under Sections 27.1 and 27.2 of the Franchise Agreement or Section 14 of the Development Agreement shall be held at a site agreeable to all parties.

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Disclosure Document, the terms of this Addendum shall govern.

**ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO
THE VIRGINIA RETAIL FRANCHISING ACT**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to Item 17 h:
 - a) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.
2. The proposed agreements described in Item 22, including all agreements that a franchisee must sign, are accurately presented in this Disclosure Document.

ADDENDUM TO DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for Dickey's Barbecue Restaurants, Inc. ("we", "our" or "us") for use in the State of Washington shall be amended as follows:

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.
2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
3. A release of waiver of rights executed by a licensee or a transferor shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
4. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.
5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this Addendum to the Disclosure Document.
6. The following is added to the State Cover Page of the Franchise Disclosure Document as an additional Risk Factor:

THE FRANCHISE AGREEMENT CONTAINS A LIQUIDATED DAMAGES PROVISION THAT TAKES INTO ACCOUNT THE NUMBER OF MONTHS REMAINING IN THE TERM OF THE FRANCHISE AGREEMENT. IF THE FRANCHISE AGREEMENT IS TERMINATED PRIOR TO ITS EXPIRATION, YOU MAY BE REQUIRED TO PAY THE FRANCHISOR LIQUIDATED DAMAGES EQUAL TO THE AVERAGE ROYALTY FEES FOR THE NUMBER OF MONTHS REMAINING IN THE TERM OF THE FRANCHISE AGREEMENT.

EXHIBIT G

FORM OF NON-DISCLOSURE AGREEMENT FOR PROSPECTIVE FRANCHISEES

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is between Dickey’s Barbecue Restaurants, Inc. (“Dickey’s”) and _____, (the “Prospect”).

The parties desire to explore the offering of a Dickey’s Barbecue Pit® restaurant franchise from Dickey’s to the Prospect (the “Business Purpose”). The parties have disclosed or will disclose Protected Information to the other party to this Agreement.

The parties agree as follows:

1. **PROTECTED INFORMATION.** For purposes of this Agreement, “Protected Information” means all information relating to the business of any party, whether or not written, that is not generally known or available to the public, including, but not limited to, recipes, operating and training methods, marketing strategies, financial models and projections, demographic and other site selection information, and other protected information for operation of a Dickey’s Barbecue Pit franchise, including the fact that the Prospect and Dickey’s are engaged in discussions concerning the Business Purpose. Protected Information does not include: (a) information that is generally known or available to the public, through no act of the receiving party; (b) information that is received by a party in good faith from an independent source that has no duty of nondisclosure with respect to the information; or (c) information that the receiving party can document is already known to the receiving party and not otherwise required to be kept protected, or that is independently developed by the receiving party without reference to Protected Information.
2. **PROTECTION OF PROTECTED INFORMATION.** Except as agreed to by the parties in writing, or as otherwise required by law, each party to this Agreement (a) shall hold in confidence and shall not disclose to any third party any Protected Information of the other party; (b) shall take reasonable security precautions, with respect to the Protected Information, which shall be at least as great as the precautions it takes to protect its own Protected Information; (c) shall not use the Protected Information for any purpose other than the Business Purpose; and (d) shall disclose the Protected Information only to those persons (each is a “Representative”) that need to know the information in connection with discussions regarding the Business Purpose. Each party to this Agreement shall ensure that its Representatives comply with the terms of this Agreement. Each party agrees to be responsible for any breach of this Agreement by that party’s Representative. In the event the employment or engagement of a Representative is terminated, the party that employed or engaged the Representative agrees to use commercially reasonable efforts to recover all Protected Information from the Representative’s custody or control.
3. **TERM.** This term of this Agreement shall commence on the Effective Date and shall continue in effect until (i) any party terminates this Agreement by written notice to the other party to this Agreement, or (ii) the parties’ discussions regarding the Business Purpose terminate. Each party’s obligations under this Agreement with respect to Protected Information it receives prior to the effective date of termination shall survive after termination of this Agreement. In addition, the Non-Solicitation and Non-Compete obligations under Section 6 of this Agreement shall survive after termination of this Agreement pursuant to the time frames set forth in Section 6.
4. **RETURN OR DESTRUCTION.** Upon written request, the receiving party will promptly return to the disclosing party, all tangible items containing or made from the disclosing party’s Protected Information, destroy all electronic or other similar copies, and certify destruction by a duly authorized officer, upon written request of the disclosing party.

5. **NO FURTHER RIGHTS.** Nothing in this Agreement shall confer any rights to the Protected Information or any right to receive additional Protected Information. The disclosure of Protected Information and any discussions held in connection with the Business Purpose shall not obligate either party to this Agreement to (i) continue discussions with the other party, (ii) take or forego any action with respect to the Business Purpose, (iii) enter into any arrangement with respect to the Business Purpose, (iv) forego discussions with any third party regarding any arrangement similar to the Business Purpose, or (v) forego entering into any arrangement with a third party. Each party shall bear its own expenses with respect to the Business Purpose. Neither party makes any representation or warranty express or implied, as to the accuracy or completeness of Protected Information disclosed hereunder. The disclosing party shall have no liability or responsibility for errors or omissions in, or any decisions made by the receiving party in reliance on Protected Information disclosed under this Agreement.

6. **NON-SOLICITATION AND NON-COMPETE.**

6.1. **EMPLOYEES.** During the term of this Agreement and for a period of two (2) years after its expiration or termination, the party, and all entities and persons that have a direct or indirect financial interest in the party, shall not solicit, employ or otherwise engage as an employee, independent contractor, consultant or otherwise, any person that is an employee or contractor of the other party, or in any manner induce or attempt to induce any employee or contractor of the other party to terminate employment with the other party, or interfere with any party's relationship with any employee or contractor.

6.2. **SOURCES OF FINANCING.** During the term of this Agreement and for a period of two (2) years after its expiration or termination, a party, and all entities and persons that have a direct or indirect financial interest in that party, shall not approach or contact any existing sources of financing disclosed by the other party, regardless of geographic location of the source of financing, for the purpose of financing the Business Purpose or any other similar commercial endeavor.

6.3. **NON-COMPETE.** During the Term of this Agreement and for two years (2 years) after its termination, the Prospect will not engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with any business that derives more than 25% of its gross sales from the sale of barbecue, anywhere in the United States; provided, however, that the Prospect may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934.

7. **REPRESENTATIONS AND REMEDIES.** The Prospect does not have prior experience owning and operating a barbecue restaurant. In connection with exploring the Business Purpose, the Prospect will be shown the Dickey's systems for operating, marketing and other important information for ownership and operation of a barbecue restaurant. The Prospect agrees that Dickey's will be at a substantial competitive disadvantage if the Prospect fails to abide by the terms of this Agreement. The Prospect willingly enters into this Agreement and acknowledges and agrees that the restrictions in this Agreement are reasonable in light of the nature of information being furnished to the Prospect. The Prospect will directly benefit if it enters into a definitive franchising agreement with Dickey's.

The provisions of this Agreement are reasonable and necessary to prevent the improper use or disclosure of Protected Information. This Agreement imposes a reasonable restraint in scope, geographic area, and time limitations on the Prospect, in light of the activities and business of Dickey's. The scope, geographic area, and time limitations contained in this Agreement are necessary for the protection of

Dickey's business interests. The provisions contained in this Agreement will not interfere with or prohibit the Prospect from earning an adequate livelihood.

Each party acknowledges and agrees that any disclosure or use of Protected Information not authorized under this Agreement, or any breach of Section 7, will constitute a material breach of this Agreement and result in irreparable harm to the non-breaching party, for which monetary damages would be an inadequate remedy. Each party acknowledges and agrees that the lack of immediate relief from any material breach of this Agreement also results in irreparable harm to the non-breaching party. In addition to the rights and remedies otherwise available at law, the non-breaching party will be entitled to equitable relief, including injunction without the necessity of posting a bond, in the event of any breach or threatened breach of this Agreement, and to recover its reasonable attorney fees. Each party agrees to be responsible for any breach of this Agreement by any Representative, including the payment of court costs and legal fees.

8. **NOTICES.** Any notice or demand delivered hereunder shall be in writing and shall be deemed given upon personal delivery or, if not personally delivered, when sent by U.S. Mail registered or certified, postage prepaid, return receipt requested, by overnight courier service such as Federal Express or Airborne Express, or by electronic mail with confirmation of receipt by electronic mail from the recipient, and shall be addressed to the recipient party at the address indicated on the signature page of this Agreement, or at any other address a party shall indicate in a notice to the other parties sent in accordance with this Section 8.

9. **LAW.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior understandings or agreements. Any changes or amendments to this Agreement must be in writing and signed by both parties. This Agreement shall not be assignable by either party without the prior written consent of the other party. Otherwise, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties. A waiver by either party of any term or condition of this Agreement shall not be deemed or construed as a waiver of the term or condition in the future, or a waiver of any subsequent breach of the Agreement. This Agreement shall be governed by the laws of the State of Texas. The headings in this Agreement are for convenience only, and shall not affect the construction or enforcement of this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. In the event of any dispute arising under this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs. The parties waive all rights to a trial by jury.

Dated: _____, 20____ (the "Effective Date")

DICKEY'S BARBECUE RESTAURANTS, INC. _____

By: _____
_____, _____
18583 N. Dallas Parkway, Suite 120
Dallas, Texas 75287

v. _____ f. _____

By: _____
Name: _____
Title: _____
Address: _____

E-mail: _____

EXHIBIT H

MANAGEMENT CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

MANAGEMENT CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

The undersigned Dickey's Barbecue Pit® Restaurant on-premises manager ("Manager"), in consideration of the access to training and confidential information he or she has received or will receive from Dickey's Barbecue Restaurants, Inc., a Texas corporation, and/or its affiliates (collectively, the "Company") in connection with Manager's employment with the Company's franchisee named below (the "Franchisee"), hereby covenants and agrees as follows:

1. Confidentiality Agreement. Manager acknowledges that, while employed by the Franchisee, Manager has and will receive certain confidential information and knowledge concerning the Dickey's Barbecue Pit Restaurant business of the Company which the Company wishes to protect, including (without limitation) information, knowledge, know-how, recipes, formulae, materials, equipment, techniques, systems, and other data relating to or comprising the Dickey's Barbecue Pit Restaurant franchise system. Confidential information includes the Operations Manual and other materials and information supplied by Company to the Franchisee that is identified as confidential at the time of disclosure or before. Manager shall not reveal that confidential information to any other party, except the Company's or the Franchisee's independent public accountants, Manager's legal counsel (if that counsel also agrees to maintain the confidentiality of the confidential information), or as otherwise required by law. Manager shall not use or disclose the confidential information at any time for the purpose of competition with the Company, its successors and assigns, or Franchisee. When Manager's employment with Franchisee terminates for any reason, the Manager promptly shall surrender to Franchisee all papers, documents, writings and other property produced by Manager or coming into Manager's possession by or through Manager's employment with the Franchisee containing confidential information or related in any way to confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

2. Covenant Not to Compete. During the term of Manager's employment with the Franchisee and for a period of 24 months after the termination of Manager's employment with the Franchisee for any reason, Manager shall not engage in, directly or indirectly as a principal, agent, trustee, employee, consultant, independent contractor or through any corporation, partnership, association, or other entity, any business or be employed in a restaurant or prepared food retailer that is the same or similar to a Dickey's Barbecue Pit Restaurant at any location within a 10-mile radius of any Dickey's Barbecue Pit Restaurant location at which Manager worked or within a 10-mile radius of any then-existing Dickey's Barbecue Pit Restaurant location.

3. Indemnification and Injunctive Relief. Manager shall indemnify and hold the Company and the Franchisee harmless against any losses, damages, costs, expenses, claims or actions, including attorneys' fees and costs, proximately caused by any breach of this Agreement by Manager. Manager shall pay to the Company any compensation, profits or economic benefits realized by the Manager resulting from any breach of this Agreement. The Company shall have the right to injunctive and other equitable relief prohibiting the Manager from any violation or threatened violation of this Agreement, without posting any bond or security.

4. Governing Law. The laws of Texas shall govern this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

6. Limitations. This is not a contract of employment and this creates no employment relationship between Manager and the Company. Manager is not a third party beneficiary of any contract between the Company and the Franchisee. Franchisee remains the sole employer of Manager and is solely responsible for the recruitment, selection, training, supervision, compensation, benefits, insurance, worker's compensation, discipline and termination of Manager. During any period of on the job training of Manager by the Company, Franchisee shall remain the sole employer of Manager and shall be responsible for controlling all aspects of Manager's employment.

Executed and delivered this _____ day of _____, 20____.

Manager:

Signature

Printed Name

Franchisee:

Address:

EXHIBIT I

FINANCIAL STATEMENTS

This exhibit includes our audited financial statements for the fiscal years ended May 31, 2015, 2016 and 2017.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
CONSOLIDATED FINANCIAL STATEMENTS &
INDEPENDENT AUDITORS' REPORT
AS OF AND FOR THE YEARS ENDED
MAY 31, 2017, 2016 AND 2015

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and
Stockholder of Dickey's Barbecue Restaurants, Inc.

We have audited the accompanying consolidated financial statements of Dickey's Barbecue Restaurants, Inc. (a Texas corporation) (the Company), a wholly-owned subsidiary of Dickey's Capital Group, Inc. (the Parent) and subsidiaries, which comprise the consolidated balance sheets as of May 31, 2017, 2016, and 2015, and the related consolidated statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dickey's Barbecue Restaurants, Inc. and its subsidiaries as of May 31, 2017, 2016 and 2015, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Auerbach Albert & Gold, L.C.

Auerbach Albert & Gold, L.C.

Dallas, Texas
July 31, 2017

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
CONSOLIDATED BALANCE SHEETS
MAY 31, 2017, 2016, AND 2015

	ASSETS		
	<u>2017</u>	<u>2016</u>	<u>2015</u>
CURRENT ASSETS			
Cash and cash equivalents	\$ 2,824,701	\$ 2,931,727	\$ 5,177,957
Cash - restricted	191,365	17,434	845,211
Accounts receivable, net of allowance for doubtful accounts of \$50,137 at May 31, 2017	2,439,986	3,302,943	3,020,262
Prepaid expenses and other current assets	5,429,085	5,224,696	317,639
Deferred tax asset	115,828	126,148	54,959
Investment securities	1,697	1,697	1,697
TOTAL CURRENT ASSETS	<u>11,002,662</u>	<u>11,604,645</u>	<u>9,417,725</u>
NONCURRENT ASSETS			
Due from related parties, net of allowance for doubtful accounts of \$0	397,068	73,866	209,877
Property and equipment, net of accumulated depreciation	2,517,170	2,430,852	2,376,692
Deposits	108,017	93,725	93,725
Intangible assets, net of accumulated amortization	32,848,003	35,883,475	-
TOTAL NONCURRENT ASSETS	<u>35,870,258</u>	<u>38,481,918</u>	<u>2,680,294</u>
TOTAL ASSETS	<u>\$ 46,872,920</u>	<u>\$ 50,086,563</u>	<u>\$ 12,098,019</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

	<u>2017</u>	<u>2016</u>	<u>2015</u>
CURRENT LIABILITIES			
Accounts payable	\$ 1,069,795	\$ 3,708,083	\$ 2,250,718
Accrued expenses and other current liabilities	5,882,530	6,077,176	6,030,325
Current portion of notes payable	691,202	314,704	282,513
Income taxes payable	1,737,350	317,231	-
TOTAL CURRENT LIABILITIES	<u>9,380,877</u>	<u>10,417,194</u>	<u>8,563,556</u>

See auditor's report and accompanying notes to financial statements.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
CONSOLIDATED BALANCE SHEETS
MAY 31, 2017, 2016, AND 2015

	<u>2017</u>	<u>2016</u>	<u>2015</u>
LONG-TERM LIABILITIES			
Notes payable, net of current portion	1,317,340	729,440	962,313
Deferred incentive income	283,653	276,481	353,666
Deferred tax liability	<u>246,494</u>	<u>263,777</u>	<u>28,727</u>
 TOTAL LONG-TERM LIABILITIES	 <u>1,847,487</u>	 <u>1,269,698</u>	 <u>1,344,706</u>
 TOTAL LIABILITIES	 <u>11,228,364</u>	 <u>11,686,892</u>	 <u>9,908,262</u>
 STOCKHOLDER'S EQUITY			
Common stock, \$.01 par value, 100,000 shares authorized, issued and outstanding 100,000	1,000	1,000	1,000
Additional paid in capital	34,757,050	34,757,050	63,500
Retained earnings	<u>886,506</u>	<u>3,641,621</u>	<u>2,125,257</u>
 TOTAL STOCKHOLDER'S EQUITY	 <u>35,644,556</u>	 <u>38,399,671</u>	 <u>2,189,757</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>\$ 46,872,920</u></u>	 <u><u>\$ 50,086,563</u></u>	 <u><u>\$ 12,098,019</u></u>

See auditor's report and accompanying notes to financial statements.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED MAY 31, 2017, 2016, AND 2015

	<u>2017</u>	<u>2016</u>	<u>2015</u>
REVENUE			
Operating income	\$ 27,596,532	\$ 28,096,680	\$ 25,390,857
Franchise fees	2,774,814	2,746,839	2,540,310
Advertising income	12,626,376	13,612,415	12,310,206
Total Revenue	<u>42,997,722</u>	<u>44,455,934</u>	<u>40,241,373</u>
COST OF SALES			
Franchise setup costs	1,712,754	1,776,619	2,099,616
Franchise maintenance costs	2,899,021	4,086,279	5,552,608
Total cost of sales	<u>4,611,775</u>	<u>5,862,898</u>	<u>7,652,224</u>
GROSS PROFIT	38,385,947	38,593,036	32,589,149
SELLING AND ADMINISTRATIVE EXPENSES	<u>33,125,174</u>	<u>35,920,874</u>	<u>31,649,080</u>
INCOME FROM OPERATIONS	<u>5,260,773</u>	<u>2,672,162</u>	<u>940,069</u>
OTHER INCOME (EXPENSE)			
Interest income	5,914	8,034	7,118
Interest expense	(68,596)	(48,641)	(43,384)
Loss on sale of property and equipment	-	-	(204,228)
Other	3	2,405	201
Total other income (expense)	<u>(62,679)</u>	<u>(38,202)</u>	<u>(240,293)</u>
NET INCOME (LOSS) BEFORE INCOME TAXES	5,198,094	2,633,960	699,776
PROVISION FOR INCOME TAXES	<u>2,923,982</u>	<u>1,117,596</u>	<u>250,518</u>
NET INCOME	<u><u>\$ 2,274,112</u></u>	<u><u>\$ 1,516,364</u></u>	<u><u>\$ 449,258</u></u>

See auditor's report and accompanying notes to financial statements.

DICKEY'S BARBECUE RESTAURANTS, INC.
 (A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
 CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
 FOR THE YEARS ENDED MAY 31, 2017, 2016, AND 2015

	Common Stock		Additional Paid-In Capital	Retained Earnings	Total
	Shares	Amount			
Beginning Balance, June 1, 2014	100,000	\$ 1,000	\$ 63,500	\$ 1,675,999	\$ 1,740,499
Net income	-	-	-	449,258	449,258
Dividends	-	-	-	-	-
Ending Balance, May 31, 2015	100,000	1,000	63,500	2,125,257	2,189,757
Contributed intangible assets at May 26, 2017 purchase			35,883,475	-	35,883,475
Distributions to Parent			(1,189,925)	-	(1,189,925)
Net income	-	-	-	1,516,364	1,516,364
Ending Balance, May 31, 2016	100,000	1,000	34,757,050	3,641,621	38,399,671
Distributions to Parent			-	(5,029,227)	(5,029,227)
Net income	-	-	-	2,274,112	2,274,112
Ending Balance, May 31, 2017	<u>100,000</u>	<u>\$ 1,000</u>	<u>\$ 34,757,050</u>	<u>\$ 886,506</u>	<u>\$ 35,644,556</u>

See auditor's report and accompanying notes to financial statements.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2017, 2016, AND 2015

	2017	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	\$ 2,274,112	\$ 1,516,364	\$ 449,258
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization expense	3,035,472	-	-
Depreciation expense	1,386,674	513,962	64,335
(Gain) Loss on sale of property and equipment	0	(2,502)	204,228
(Increase) decrease in assets:			
Accounts receivable	862,957	(282,681)	(736,613)
Prepaid expenses and other assets	(218,681)	(4,907,057)	626,158
Deferred tax asset	10,320	(71,189)	8,203
Increase (decrease) in liabilities:			
Accounts payable	(2,638,288)	1,457,365	971,054
Accrued expenses and other liabilities	(194,646)	46,851	1,548,790
Income tax payable	1,420,119	317,231	-
Deferred incentive income	7,172	(77,185)	(180,700)
Deferred tax liability	(17,283)	235,050	(215,713)
CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	<u>5,927,928</u>	<u>(1,253,791)</u>	<u>2,739,000</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Restricted funds	(173,931)	827,777	(591,925)
Purchase of property and equipment	(1,472,993)	(603,705)	(2,170,334)
Proceeds from sale of property and equipment	-	-	641,768
Decrease (increase) in due from related parties	(323,202)	136,011	170,591
CASH PROVIDED BY (USED FOR) INVESTING ACTIVITIES	<u>(1,970,126)</u>	<u>360,083</u>	<u>(1,949,900)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Issuance of notes payable	1,387,680	109,077	1,349,975
Increase (decrease) in due to related parties	-	-	(85,628)
Distributions to Parent	(5,029,227)	(1,189,925)	-
Payments on notes payable	(423,281)	(271,674)	(658,805)
CASH PROVIDED BY (USED FOR) FINANCING ACTIVITIES	<u>(4,064,828)</u>	<u>(1,352,522)</u>	<u>605,542</u>
NET INCREASE (DECREASE) IN CASH	(107,026)	(2,246,230)	1,394,642
CASH AT BEGINNING OF YEAR	<u>2,931,727</u>	<u>5,177,957</u>	<u>3,783,315</u>
CASH AT END OF YEAR	<u><u>\$ 2,824,701</u></u>	<u><u>\$ 2,931,727</u></u>	<u><u>\$ 5,177,957</u></u>
CASH PAID DURING THE YEAR FOR:			
INTEREST	<u>\$ 68,596</u>	<u>\$ 48,641</u>	<u>\$ 43,384</u>
INCOME TAXES	<u>\$ 1,558,557</u>	<u>\$ 514,647</u>	<u>\$ 230,000</u>

See auditor's report and accompanying notes to financial statements.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015

Note 1: Organization

Dickey's Barbecue Restaurants, Inc. (the "Company"), a wholly-owned subsidiary of Dickey's Capital Group, Inc. (the "Parent") was incorporated in 1994 under the laws of the State of Texas. The Company was formed for the purpose of franchising barbecue restaurants. At May 31, 2017 Dickey's Barbecue Restaurants, Inc. had 559 operating franchises (not including 5 stores owned by related parties). There are 142 of the operating franchises which are located in Texas, with the remainder operating in approximately 39 other states. The Company's management team has successfully operated barbecue restaurants at various locations since 1941.

Note 2: Summary of Significant Accounting Policies

Basis of presentation - The accompanying financial statements are presented in accordance with the accrual basis of accounting.

Consolidation - The accompanying consolidated financial statements include the accounts of Dickey's Barbecue Restaurants, Inc. and its wholly-owned subsidiary, Spark Intelligence, Inc. ("Spark"). All significant intercompany transactions and accounts have been eliminated.

Income Taxes - Deferred income taxes are determined utilizing the asset and liability approach, whereby deferred tax assets are recognized for deductible temporary differences and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion of the deferred tax assets will not be realized. No valuation allowance was established as of May 31, 2017, as full realization of the future deductions is anticipated. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company will not be subject to additional tax, penalties, and interest as a result of such challenge. As of May 31, 2017, the Company's tax returns for fiscal years ended May 31, 2014 and thereafter remained subject to federal income tax examination.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 2: Summary of Significant Accounting Policies (continued)

Revenue and Expenses – Operating income consists of contractual franchise royalties based on a percentage of monthly sales which are recognized as revenue in the month earned as well as revenue from other contractual agreements.

Initial franchise fees are recognized as revenue once substantially all of the initial services of the Company required by the franchise agreement have been performed and no other material conditions or obligations related to the determination of substantial performance exist. For the year ended May 31, 2017, there were \$1,103,500 in initial franchise fees.

Franchise owners receive assistance in such areas as real estate site selection, construction consulting, purchasing and marketing from Company personnel. The costs of providing such assistance, whether in pre or post opening phases, are expensed as incurred.

In some instances where contractual agreements exist, commissions for new franchises are paid to third parties. These commissions are generally recognized as an expense when the related franchise fee revenue is earned.

Cash and Cash Equivalents – The Company considers all liquid investments, with an original maturity of three months or less when purchased, to be cash equivalents.

The Company maintains its cash and cash equivalents in bank deposit accounts in which the deposits are insured by the Federal Deposit Insurance Corporation up to \$250,000. At May 31, 2017, the Company had \$2,830,792 in uninsured cash balances. This risk is managed by maintaining deposits with high quality financial institutions. In addition, management does not believe that the Company is exposed to any significant risk related to financial institutions holding the Company's cash and cash equivalents. Cash balances related to the Marketing Fund are considered restricted cash.

Property and equipment – Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows: vehicles – 5 years; furniture and equipment – 5 to 7 years; and computer equipment – 3 to 5 years.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 2: Summary of Significant Accounting Policies (continued)

Intangible assets – Intangible assets are stated at fair value as determined as of May 26, 2016, the date in which 50% of the shareholders' interest in the Company was purchased. Other than on the trademarks and domain, which have indefinite lives, amortization is computed by the straight-line method based on the estimated useful lives of 15 years for the franchise agreements and the incentive agreements and 10 years for goodwill. All intangible assets are analyzed annually for impairment.

Accounts Receivable – Trade accounts receivable are reported at the amount management expects to collect from outstanding balances. Differences between the amount due and the amount management expects to collect are reported in the results of operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for trade accounts receivable. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

Gift card liability – Gift card discounts are expensed in the period of sale as the Company does not realize revenue upon redemption of the associated gift cards. Gift card breakage revenue is recognized as gift cards are sold based on an estimated redemption rate that has ranged from 95% at the beginning of the program to 91% for the year-ended May 31, 2017 based on indicators from historical data. The gift card liability at May 31, 2017 was \$3,756,181 and is included in accrued expenses and other current liabilities.

Advertising and Marketing – The Company maintains a Marketing Fund, which includes contractual advertising and marketing fees paid monthly by franchisees. Production costs of advertising, TV or radio commercials, programming and other marketing activities are paid out of the Marketing Fund and charged to operations as incurred. The total of such expenses for the years ended May 31, 2017, 2016 and 2015 were \$11,125,301, \$13,963,641 and \$14,642,535, respectively.

The franchise agreements generally require a predetermined percentage of the franchisee's gross monthly revenue to be paid to the Marketing Fund for related advertising and marketing. The predetermined percentage of the franchisee's gross monthly revenue varies by contract and ranges up to 4%. Funds collected for advertising and marketing under the franchise agreements that are restricted for that purpose are recorded as deferred revenue and are recognized as revenue once the related advertising costs are expensed. A receivable from franchises is recognized in cases where the advertising expenses exceed marketing fee collections in a given

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 2: Summary of Significant Accounting Policies (continued)

period. In either case no profit is recognized from advertising and marketing fees collected in accordance with the franchise agreement.

Estimates - Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Date of management's review - Subsequent events have been evaluated through July 31, 2017, which is the date the financial statements were available to be issued.

Note 3: Accounts receivable

The Company had one customer that had accounts receivable greater than 10% of total accounts receivable at May 31, 2017. Total accounts receivable for this customer was 26% of total accounts receivable.

Note 4: Property and equipment

Property and equipment was comprised of the following as of May 31,

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Vehicles	\$ 80,754	\$ 80,755	\$ 286,222
Equipment	2,798,793	1,366,719	1,553,558
Software	596,840	596,839	821,585
Furniture and fixtures	32,710	32,710	83,896
Leasehold improvements	394,747	353,829	36,802
	<u>3,903,844</u>	<u>2,430,852</u>	<u>2,782,063</u>
Accumulated depreciation	(1,386,674)	-	(405,371)
	<u><u>\$ 2,517,170</u></u>	<u><u>\$ 2,430,852</u></u>	<u><u>\$ 2,376,692</u></u>

Depreciation expense for the years ended May 31, 2017, 2016, and 2015 was \$1,386,674, \$513,962 and \$64,335, respectively. May 31, 2016 balances have been reclassified for consistency with the current year presentation.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 5: Intangible Assets

On May 26, 2016, the Parent acquired 50% of the shares of the Company as well as controlling interests in other affiliated companies for \$25,000,000. The fair value of all of these entities therefore was determined to be \$50,000,000. The owners of the remaining 50% contributed their shares in the Company and the other affiliated companies to the Parent for a 100% ownership interest in this entity.

Based on the proportion of the underlying net fair value of the Company to the total net fair value of all of the acquired interests, \$38,399,671 of the total fair value of all of the entities acquired was allocated among the identifiable assets and liabilities of the Company as follows:

Cash and cash equivalents	\$ 2,949,161
Accounts receivable	3,302,943
Other current assets	5,352,541
Property and equipment	2,430,852
Other assets	167,591
Intangible assets	35,883,475
Accounts payable and accrued expenses	(10,642,748)
Notes payable	(1,044,144)
Net assets	<u>\$ 38,399,671</u>

The related intangible assets consist of the following at May 31, 2017:

Goodwill	\$ 19,397,198
Franchise agreements	10,187,775
Incentive agreements	6,248,502
Website domains	50,000
	<u>35,883,475</u>
Less accumulated amortization	(3,035,472)
Intangible assets, net of amortization	<u>\$ 32,848,003</u>

All assets of the Company – including the intangibles above – as well as all accessions and proceeds of any and all of the foregoing assets serve as collateral on \$24,500,000 Parent debt related to the aforementioned acquisition.

Amortization expense for the year ended May 31, 2017 was \$3,035,472.

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 5: Intangible Assets- (continued)

Estimated aggregate amortization expense for each of the five succeeding fiscal years is as follows:

Year-ended May 31, 2017	\$ 3,035,472
Year-ended May 31, 2018	3,035,472
Year-ended May 31, 2019	3,035,472
Year-ended May 31, 2020	3,035,472
Year-ended May 31, 2021	3,035,472

Note 6: Related Party Transactions

Related party transactions with companies directly or indirectly owned and/or controlled by the Company's officers included income of \$587,527, \$690,725, and \$641,444 as well the following expenses - consulting fees, other payments, and expenses paid or incurred of \$206,848, \$873,131, and \$1,566,991 - for the fiscal years ending May 31, 2017, 2016, and 2015, respectively.

Note 7: Income Taxes

As of May 31, the deferred tax asset and liability recognized consists of the following components:

	<u>5/31/2017</u>	<u>5/31/2016</u>	<u>5/31/2015</u>
Deferred Income Tax Asset			
Accrued vacation and allowance for doubtful accounts	\$ 115,828	\$ 126,148	\$ 54,959
Deferred Income Tax Liability			
Depreciation timing differences	<u>246,494</u>	<u>263,777</u>	<u>28,727</u>
Net deferred asset (liability)	<u>\$ (130,666)</u>	<u>\$ (137,629)</u>	<u>\$ 26,232</u>

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 7: Income Taxes –(continued)

The provision for income taxes for the years ended May 31 consists of the following:

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Current Federal Tax Expense	\$ 2,759,101	\$ 812,447	\$ 340,446
Current States' Tax Expense	171,845	141,287	117,581
Deferred Tax Expense (Benefit)	<u>(6,964)</u>	<u>163,862</u>	<u>(207,509)</u>
Total Tax Provision	<u>\$ 2,923,982</u>	<u>\$ 1,117,596</u>	<u>\$ 250,518</u>

Reconciliation of federal income tax expense from applying statutory rates to net income before income taxes to federal tax expense for the years ended May 31:

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Federal statutory tax rates applied to net income before income taxes	\$ 1,767,352	\$ 895,546	\$ 265,305
Non-tax deductible amortization	1,032,060	-	-
Benefit of franchise tax expense	(58,427)	(48,038)	(39,686)
Other non-tax deductible items	26,141	51,389	51,381
Book tax differences for property and equipment	(85,474)	(247,856)	15,812
Temporary differences and other	<u>77,449</u>	<u>161,406</u>	<u>47,634</u>
Current Federal Tax Expense	<u>\$ 2,759,101</u>	<u>\$ 812,447</u>	<u>\$ 340,446</u>

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 8: Leases

The Company leases office space, office equipment and certain vehicles under lease agreements classified as operating leases. The following is a schedule by year of future minimum lease payments required under operating leases that have initial or remaining non-cancelable lease term in excess of one year as of May 31, 2017:

Year ending May 31, 2018	\$ 730,976
Year ending May 31, 2019	744,256
Year ending May 31, 2020	718,304
Year ending May 31, 2021	<u>285,474</u>
	<u>\$ 2,479,010</u>

Related rent expense for the years ended May 31, 2017, 2016 and 2015 was \$823,006, \$624,614 and \$426,675, respectively.

Note 9: Notes Payable

The Company has five capital lease agreements requiring monthly payments that began November 1, 2016 and will end December 1, 2021. The notes bear an average interest of approximately 4.5% and are collateralized by the financed computer hardware.

The following is a schedule by year of future aggregate installments on notes payable as of May 31, 2017:

Year ending May 31, 2017	\$ 691,202
Year ending May 31, 2018	722,975
Year ending May 31, 2019	291,388
Year ending May 31, 2020	169,929
Year ending May 31, 2022	<u>133,048</u>
	2,008,542
Less current portion	<u>(691,202)</u>
	<u>\$ 1,317,340</u>

DICKEY'S BARBECUE RESTAURANTS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF DICKEY'S CAPITAL GROUP, INC.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017, 2016 AND 2015
(CONTINUED)

Note 10: Retirement Plan

The Company maintains a 401k plan for all eligible employees. In addition to the employee's elective deferral, the Company matches an amount not exceeding 3% of employee's gross compensation. Contributions made for the years ended May 31, 2017, 2016 and 2015 were \$88,312, \$122,847 and \$92,945, respectively.

Note 11: Contingencies

Currently, there are unresolved claims against the Company, arising in the normal course of business. In the opinion of management, the ultimate outcome of the claims and litigation will not have a material adverse effect on the Company's financial position.

EXHIBIT J

NON-TRADITIONAL VENUE ADDENDUM

**NON-TRADITIONAL VENUE ADDENDUM
TO FRANCHISE AGREEMENT**

Dickey's Barbecue Restaurants, Inc., a Texas corporation ("Dickey's") and _____ ("Franchisee" or "you") agree to this Addendum (the "Addendum") to that certain Franchise Agreement (the "Franchise Agreement") dated _____, 20____ between Dickey's and Franchisee for the development and operation of a non-traditional Dickey's Barbecue Pit® restaurant (the "Restaurant"), as follows. All capitalized terms not defined in this Addendum shall have the meanings assigned to them in the Franchise Agreement.

AGREEMENTS

A. Franchisee acknowledges that this Addendum allows Franchisee to operate outside Dickey's normal operational policies and procedures, as set forth herein.

B. Franchisee acknowledges that this Addendum allows Dickey's to impose additional obligations on Franchisee, as set forth herein. Franchisee also acknowledges that such additional obligations may deviate from the requirements set forth in Dickey's normal operational policies and procedures.

C. Franchisee is not required to maintain a speaker system at the Restaurant. However, if Franchisee elects to maintain a speaker system, Franchisee must play music at the Restaurant in accordance with Dickey's published operational policies and procedures.

D. Franchisee is not required to serve soft serve ice cream at the Restaurant. However, if Franchisee elects to serve soft serve ice cream at the Restaurant, Franchisee must do so in compliance with Dickey's published operational policies and procedures.

E. Franchisee is not required to furnish the Restaurant with chairs and tables. However, if Franchisee elects to furnish the Restaurant with chairs and tables, Franchisee must do so in compliance with and pursuant to plans and specifications approved by Dickey's.

F. Franchisee acknowledges that Dickey's may require Franchisee to open the Restaurant to the public for hours in addition to the hours of operation set forth in Dickey's published operational policies and procedures.

G. Franchisee acknowledges that Dickey's may require Franchisee to serve additional menu items not set forth in Dickey's published operational policies and procedures, including, but not limited to, breakfast items.

H. Franchisee acknowledges that Dickey's may elect to impose signage requirements for the Restaurant that deviate from the requirements set forth in Dickey's published operational policies and procedures.

I. Franchisee acknowledges that Dickey's may, in its sole discretion, elect to impose equipment, equipment installation requirements, and/or variations on design plans and specifications for the Restaurant that deviate from the requirements set forth in Dickey's published operational policies and procedures.

AMENDMENTS

J. Amended Provisions of Franchise Agreement. Articles 2.1, 4.1, 5.2, 5.8, and 8.25 of the Franchise Agreement are modified as follows:

ARTICLE 2. TERM AND RENEWAL

2.1 INITIAL TERM. Except as otherwise provided herein, the initial term of this Agreement shall expire ten (10) years from the Effective Date of this Agreement.

ARTICLE 4. FRANCHISE AND ROYALTY FEES

4.1 FRANCHISE FEE. You shall pay Dickey's an initial franchise fee ("Franchise Fee") in an amount equal to Fifteen Thousand Dollars (\$15,000.00) upon execution of the Agreement. **Such initial Franchise Fee shall be nonrefundable.** If a Development Agreement has been executed, the initial Franchise Fee will be payable according to its terms.

ARTICLE 5. ADVERTISING AND RELATED FEES

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 on or before the initial "orientation call" with us, you shall pay to Dickey's Five Thousand Dollars (\$5,000.00) (the "Restaurant Opening Promotion Funds") to be spent by Dickey's on your behalf in connection with such Restaurant opening promotion. The Restaurant Opening Promotion Funds will be used by Dickey's, in its discretion, to fund marketing materials, local advertising and promotional support related to the Restaurant pre-opening and grand opening campaigns, and in some cases post-opening campaigns. Upon your request, a full accounting of the Restaurant Opening Promotion Funds spent by Dickey's in connection with your Restaurant pre-opening and grand opening campaigns, and, if applicable, post-opening campaigns will be provided. While Dickey's will exercise best efforts to spend the full amount of the Restaurant Opening Promotion Funds in connection with your Restaurant pre-opening and grand opening campaigns, and, if applicable, post-opening campaigns, any remaining balance after the first six (6) months of the operation of your Restaurant will be deposited into the Marketing Fund and applied by Dickey's in accordance with the procedures described herein for the utilization of the proceeds of the Marketing Fund.

5.8 MARKETING FUND. Dickey's has established a Marketing Fund for the purpose of promoting the System. The Marketing Fund may be operated by an affiliate of Dickey's. You agree to contribute to the Marketing Fund two percent (2%) of your Net

Sales of your Restaurant as determined by Dickey's. Such fee shall be paid weekly at the time and in the manner for which royalty fees are paid as set forth in Article 4.

You agree that the Marketing Fund shall be maintained and administered by Dickey's or its designee, in its sole discretion, as follows:

1. Dickey's or its designee shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Dickey's will own the copyright in the design, content and materials created using Fund monies. You agree and acknowledge that the Marketing Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and enhance the collective success of all Restaurants operating under the System. In administering the Marketing Fund, Dickey's and its designee undertake no obligation to make expenditures for you which are equivalent or proportionate to your contributions or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

2. You agree that the Marketing Fund may be used by Dickey's or its designee, in its sole discretion, to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting television, radio, internet/web-based, magazine and newspaper advertising campaigns, direct mail and outdoor billboard advertising, public relations activities, employing advertising agencies to assist therein, costs of Dickey's personnel and other departmental costs for advertising that is internally administered or prepared by Dickey's, costs of providing other advertising materials to Restaurants operated under the System, and the costs of maintaining Dickey's Website, and the costs of a national "1-800" customer and/or franchisee service telephone number if such service is implemented by Dickey's). All sums paid by you to the Marketing Fund shall be maintained in a separate account by Dickey's or its designee and shall not be used to defray any of Dickey's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Dickey's or its designee may incur in activities reasonably related to the administration or direction of the Marketing Fund and advertising programs for franchisees and the System. The Marketing Fund and its earnings shall not otherwise inure to the benefit of Dickey's. The Marketing Fund is operated solely as a conduit for collecting and expending the marketing and advertising fees as outlined above and may also be used to establish a catering hotline.

3. A statement of the operations of the Marketing Fund shall be prepared annually by Dickey's and shall be made available to you upon request.

4. Although the Marketing Fund is intended to be of perpetual duration, Dickey's may terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all monies in the Marketing Fund have been expended for advertising or promotional purposes or returned to contributing franchised or Company-Operated Restaurants, without interest, on the basis of their respective contributions.

ARTICLE 8. RESTAURANT OPERATIONS

8.25 CATERING. You shall at all times offer catering services in accordance with Dickey's policies and procedures. You shall be required to maintain at least one vehicle 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 suspend or terminate your hotline and any other catering lead referrals and redirect them to other Dickey's restaurants for service if Dickey's determines that you (i) do not comply with Dickey's policies and procedures, (ii) are not using suppliers approved by Dickey's for all items you are required to obtain from approved suppliers, or (iii) provide catering service that is deficient or is the subject of customer complaints Dickey's deems to be unacceptable. 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, relationship with or proximity to the customer placing the order.

K. **Conditional Agreements.** Franchisee and Dickey's hereby acknowledge and agree that any agreements and obligations granted herein are conditioned upon Franchisee's locating, executing a lease for, building out, and opening a Restaurant in a non-traditional venue or location. Should Franchisee execute a lease for, build out, open, or otherwise decide upon moving forward with a Restaurant in a traditional venue or location, immediately and without further writing, the above terms in this Addendum shall not apply, and all terms of the Franchise Agreement shall control, including, but not limited to, terms related to fees, development deadlines, restaurant operations, training, and management requirements.

L. **RELEASE:** Franchisee hereby releases and forever discharges Dickey's, any parent, subsidiary, related entity, shareholder, and affiliate of Dickey's, its respective officers, directors, members, employees, agents, contractors and its respective successors, assigns, heirs and personal representatives (the "Released Parties") from any and all claims, demands, rights and causes of action of any kind that Franchisee now has or will have in the future, whether known or unknown, arising out of the offer, sale, administration, performance, default, and/or termination of the Franchise Agreement, including any claims or causes of action arising out of alleged misrepresentations, fraud, breaches of contract (based upon implied, express, estoppel, waiver, or alternative theories of contractual obligation), negligence, or breach of any alleged special, trust, agency or fiduciary relationship (if any), whether asserted or proposed to be asserted by way of claim, setoff, affirmative defense, counterclaim, cross-claim or third party claim. **THIS RELEASE EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, ANY ACT OR OMISSION OF NEGLIGENCE, FRAUD, MISREPRESENTATIONS, BREACH OF FIDUCIARY DUTIES, BREACH OF WARRANTIES, BREACH OF CONTRACT, AND ANY EXTRA-CONTRACTUAL CLAIMS COMMITTED OR ALLEGEDLY COMMITTED BY THE RELEASED PARTIES, PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS RELEASE IS INTENDED TO DISCLAIM OR REQUIRE FRANCHISEE TO WAIVE RELIANCE ON ANY REPRESENTATION THAT DICKEY'S MADE IN THE FRANCHISE DISCLOSURE**

DOCUMENT THAT DICKEY'S PROVIDED TO FRANCHISEE. This Release shall survive termination of the Franchise Agreement, as modified by this Addendum, and is in addition to any other release or similar agreement in the Franchise Agreement or other agreement between Dickey's and Franchisee. With regard to any acts or omissions covered under this Release, Franchisee agrees not to commence any action, lawsuit, or legal proceeding, or file any charge or complaint with any federal, state, or local agency, against the Released Parties.

M. This Addendum does not modify the terms of the Franchise Agreement except as specifically stated herein. The parties acknowledge and agree that the Franchise Agreement, as modified by this Addendum, is ratified and shall continue in full force and effect.

N. The terms and conditions of this Addendum shall be confidential. Except as provided above or required by law or court order or the enforcement of the provisions hereof, the parties shall maintain in strict confidence and shall not disclose the existence of or any substance or contents of this Addendum to any third party without prior written consent of the other party or parties herein. This confidentiality provision shall survive the termination of the Franchise Agreement and/or this Addendum and is in addition to any other confidentiality obligations or similar restrictions on Franchisee in the Franchise Agreement or other agreement between Dickey's and Franchisee.

Date:

DICKEY'S:

DICKEY'S BARBECUE RESTAURANTS, INC.,
a Texas corporation

By: _____
Name: Trinity Hall
Title: Senior VP of Development

FRANCHISEE:

By: _____

EXHIBIT K

SMOKESTACK CUSTOMER AGREEMENT

SMOKESTACK CUSTOMER AGREEMENT

The Smokestack System (“Smokestack”), proprietary to Spark Intelligence, Inc. (“Spark”), is provided to Customer under the terms of this agreement and any Spark operating rules or policies (collectively, the “Agreement”). Throughout this agreement, both Spark and Customer will be jointly referred to as the “Parties.”

CUSTOMER’S RIGHTS TO USE SMOKESTACK

1.1 License & Customer’s Ownership of Data - In exchange for Customer’s payment, Customer is granted access to use Smokestack for its business or profession subject to all terms and conditions in this Agreement. Title and ownership of Smokestack remains Spark’s sole and exclusive property. Title and ownership of the data captured, entered into, uploaded, or otherwise acquired by Smokestack remain the sole and exclusive property of Customer. Customer grants Smokestack the right to use Customer’s data for any purpose, and to provide such data to Dickey’s Barbecue Restaurants, Inc. (including its subsidiaries, affiliates, and related entities).

1.2 Acceptable Use of Smokestack – Neither Customer, nor anyone acting on Customer’s behalf, will: (a) modify, copy or otherwise reproduce Smokestack in whole or in a part; (b) reverse engineer, recompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in Smokestack; (c) distribute, sublicense, assign, share, timeshare, sell, rent, or lease Smokestack; (d) remove any proprietary notices or labels displayed on the Smokestack website; or (e) use Smokestack for any unlawful purpose. Spark reserves all rights not expressly granted to Customer.

1.3 Submitted Information - Customer is solely responsible for the content of and information submitted and uploaded to Smokestack. Customer warrants that any information submitted to Smokestack will not contain content that violates any third party’s personal, proprietary or intellectual property rights.

FEES AND PAYMENTS

2.1 Spark Fees - Customer agrees to pay Spark in accordance with the fee schedule attached as Exhibit A. Spark reserves the right to change fees and to institute new fees. Any changes and new fees shall become effective upon 30 days’ notice.

2.2 Third-party Fees and Costs – Smokestack is available on the Internet. Customer is responsible for all expenses, equipment, and charges associated with accessing the Internet in order to connect to Smokestack.

2.3 Billings & Payments – Beginning on July 1, 2015, on the first day of each month, Spark will debit the total amount due from the Customer’s bank account via ACH debit, including any fees, applicable taxes, transaction charges, or other fees for the prior billing period. For purpose of identification and billing, Customer agrees to provide Spark with and maintain accurate Customer’s information, including Customer’s current bank account number, legal name, address, telephone number(s), and email address. In the event that Customer’s bank account is no longer

valid or bank account contains insufficient funds at that time, Spark reserves the right to terminate use of the Smokestack.

CUSTOMER'S USAGE

3.1 **Third-Party Service Provider & Release** – Customer acknowledges that Spark relies upon third-party service providers for certain functions and features in Smokestack. **CUSTOMER RELEASES SPARK FROM ANY AND ALL LOSSES, CLAIMS, CAUSES OF ACTION, ARISING OUT OF ANY ACT OR OMISSION OF ANY THIRD-PARTY SERVICE PROVIDERS USED BY SPARK, EVEN IF SUCH LOSSES OR CLAIMS ARE CAUSED IN PART BY THE NEGLIGENCE, BREACH OF WARRANTY, OR BREACH OF CONTRACT OF SPARK.**

3.2 Security – Spark uses encryption and firewalls relating to the security of Customer's information. Customer shall notify Spark immediately if Customer suspects that the security of the Customer's account has been compromised. However, Customer is not relying upon any promise or guarantee of security by Spark, and Spark does not warrant the security of Smokestack.

3.3 Password - As part of the registration process, Customer must select a password, and may not share the password with anyone else. Customer is responsible for maintaining the confidentiality of the password, and agrees that Spark has no obligations with regard to the use of such password by third parties. Customer agrees to notify Spark immediately if Customer has any reason to believe that the security of Customer's account has been compromised. Customer is responsible for any and all activities in the Customer's account with the use of Customer's password.

SMOKESTACK'S AVAILABILITY

4.1 **Availability & Release** - Regarding the functions and services provided by Spark, and not the functions and services provided to Spark's by its third-party service providers, Spark shall use commercially reasonable efforts to maintain availability of Smokestack twenty-four (24) hours per day, seven (7) days per week. Customer acknowledges that scheduled and unscheduled interruptions of Smokestack may occur, and **RELEASES SPARK FROM ANY LIABILITY, LOSSES OR CAUSES OF ACTION RELATING TO SCHEDULED OR UNSCHEDULED INTERRUPTIONS.** Customer agrees to cooperate with Spark during all scheduled and unscheduled interruptions.

4.2 Unscheduled Interruptions - In the event that an unscheduled interruption occurs in Smokestack that is caused by Spark, and not caused by Spark's third-party service providers, Spark will use commercially reasonable internal and external resources to resolve the problem and return Smokestack to availability as soon as possible.

4.3 Reliability – Spark uses commercially reasonable practices, including redundancy, fail-over and backup practices, to provide the Smokestack with no unplanned interruptions of service and no loss of data. However, in the event that data is lost, Spark shall use commercially reasonable efforts to assist Customer with obtaining the most recent backup of the data or to otherwise recover the data.

4.4 During the term of this Agreement, Spark shall use reasonable efforts to provide technical support of the Spark Service according to its support policies. Technical support shall be available by email communication and shall be available from 8:30 a.m. to 5:30 p.m. (Central Standard Time) Monday – Friday.

TERM AND TERMINATION

5.1 Initial License Period - Customer agrees to an initial license period of 12 months commencing with the date of execution of the Agreement pursuant to ¶ 6.12. Spark agrees to provide its services during the initial license period according to the monthly license fee schedule in effect on the date this Agreement is executed.

5.2 Renewal Period & Customer's Right Of Cancellation - The Agreement shall extend and renew for one (1) year periods (each a "Renewal Term") under the same terms and conditions without further notice unless Customer gives written notice of its intention to terminate not less than ninety (90) days before the end of the then current term. The termination shall become effective at the end of the then-current term.

5.3 Spark's Right Of Termination – Spark may terminate this Agreement for any reason. If Spark exercises this right to terminate based on a reason other than Customer's breach, it will provide Customer 30 days' notice of such intent to terminate. Spark reserves the right to restrict, suspend or terminate Customer access to the Smokestack in whole or part and without liability in the event of a Customer breach, or threatened breach, of this Agreement. In the event of a termination based on Customer's breach, Customer shall pay to Spark in a single lump-sum payment, as liquidated damages and not as a penalty, all sums owed for the remaining term of the Agreement.

MISCELLANEOUS PROVISIONS INCLUDING RELEASES, WAIVERS, & DISCLAIMERS

6.1 DISCLAIMER OF WARRANTY - SMOKESTACK AND ITS SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED). CUSTOMER AGREES THAT ANY AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT, AVAILABILITY, ACCURACY OR UNINTERRUPTED ACCESS. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OR OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

6.2 LIMITATION OF LIABILITY - SPARK'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DATA LOSS, DELAYS, ERRORS OR DEFECTS IN SMOKESTACK SHALL IN NO EVENT EXCEED THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE,

OMISSION, INTERRUPTION, DATA LOSS DELAY, ERROR OR DEFECT IN THE SERVICES OCCURRED. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO SPARK, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS), INCIDENTAL DAMAGES, PUNITIVE & EXEMPLARY DAMAGES, AND EXTRA-CONTRACTUAL DAMAGES (INCLUDING DECEPTIVE TRADE PRACTICES).

6.3 Arbitration – Except for claims brought by Dickey’s to collect payments owed by Customer, all disputes arising out of this Agreement shall be submitted for binding arbitration to the office of the AAA located in Plano, Texas, on demand of either party. The 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. However, the arbitrator may not consolidate more than one Customer’s or person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Additionally, the Parties stipulate and agree that the arbitrators shall not provide for, and no arbitration award shall include, any consequential, 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. Spark and Customer agree that arbitration shall be conducted on an individual, and not on a class-wide basis.

6.4 No Reliance - Customer and Spark hereby acknowledge that they are not relying upon any information, representation or promise of the other, if any, except as may be expressly set forth in this Agreement. CUSTOMER FURTHER WAIVES ANY CLAIM OF NEGLIGENT MISREPRESENTATION OR FRAUDULENT INDUCEMENT. This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes any other agreement, proposal, representation, statement or understanding, whether written or oral, concerning the Services.

6.5 GOVERNING LAW & 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. CUSTOMER AND SPARK 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 EASTERN DISTRICT OF TEXAS, SHERMAN 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 DISTRICT OF TEXAS, SHERMAN DIVISION, AND (B) WAIVE ANY VENUE-BASED OBJECTION.

6.6 Statute of Limitations - The Parties agree that regardless of any statute or law to the contrary, any claim or cause of action asserted by either party arising out of or related to use of Smokestack or the relationship of the Parties must be filed within 2 years after such claim or cause of action arose or be forever barred.

6.7 Force Majeure - Spark shall not be liable for damages to the extent its performance is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; or federal, state or municipal action, statute, ordinance or regulation.

6.8 Waiver of Attorney's Fees – Except for any collection action brought by Spark for unpaid amounts, both Parties waive any rights to recover attorney's fees in any action arising out of this Agreement, including any statutory rights under Section 38.001 of the Texas Civil and Remedies Code or other similar statute.

6.9 Jury Trial Waiver – Both Parties waive a trial by jury of any or all issues arising in any action or proceeding in connection with this Agreement.

6.10 Individual Capacity - Any legal action commenced by Customer shall be brought in an individual capacity, and not on a class-wide basis. Both Parties waive their rights to initiate a class-action lawsuit in any venue of forum.

6.11 No Assignment or Transfer– Except with the prior written consent of Spark, Customer shall not transfer or assign any rights, remedies, or obligations arising out of this Agreement. Any purported transfer or assignment in violation of this Section will be void. This Section shall not apply to Spark and prevent Spark from transferring or assigning any rights under this Agreement.

6.12 RELATED ENTITIES' RIGHTS - SECTIONS 3.1, 4.1, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10 AND 6.11 SET FORTH IN THIS AGREEMENT SHALL APPLY TO SPARK'S PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, SUBCONTRACTORS, AND SUPPLIERS.

6.13 Headings - Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

6.14 Severability - If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. Payment obligations, and the rights and obligations of the Parties under Articles 6 shall survive the expiration or termination of this Agreement for any reason.

6.15 Counterparts - This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

6.16 Effective Date - This Agreement shall not become effective until signed by Spark.

Agreed to by:

CUSTOMER

Dickey's Store #: _____

Name: _____

Title: _____

SPARK INTELLIGENCE, INC.

Name: _____

Title: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Exhibit A – Pricing Schedule

Store Pricing (all sums in USD, and do *not* include applicable sales or use tax):

Are you a current Owner/Operator? _____

If yes, please list your current store numbers: _____

You will be charged \$40 monthly via ACH debit for an additional store.

- Optional Manager access: **\$40 monthly per Manager debited monthly**

Please list the number of managers you desire: _____

If you are *not* an owner of an existing store and are opening your first store, then you will be charged **\$58.00** monthly via ACH debit for your first store.

- Optional Manager access: **\$40 monthly per Manager debited monthly**

Please list the number of managers you desire: _____

*Customer is responsible for the payment of any sales or use taxes.

Required Fees

- Infrastructure Support – required \$8.33 monthly fee per store to support data infrastructure related to data store, data transfers, POS integration and BOSS integration.

Optional Support Pricing

- Data Interpretation & Trend Analysis - **\$50** for a 30 minute of phone support to provide guidance regarding the interpretation of store level or district level data.
- Broadcast Email Management Fee - **\$10** each time an email broadcast is created or modified.

***Please verify that all entries above are correct, as no refunds will be issued.**

EXHIBIT L
SPARK ON-LINE SERVICES USER AGREEMENT

Spark Intelligence, Inc.
On-Line Services User Agreement

This User Agreement is made by and between _____ (“Customer”) and Spark Intelligence, Inc. (“Spark”). This User Agreement shall take effect on the date that it has been countersigned by Spark’s authorized signatory as noted below (the “Effective Date”). By executing this User Agreement in the space provided below, Customer orders the services and hardware indicated below:

Store Nos. (“Licensed Location”)	Services	Applicable Fees* (per Licensed Location)
_____	On-Line Ordering Platform Consumer Facing Website	\$95/Per Store Monthly Fee
_____	Spark Installation Fee	\$125.00 One Time Fee
_____	EPSON-TM-R88IV-thermal receipt printer	\$500.00 Equipment Fee
	SAMSUNG, GALAXY TAB A 8.0” (WIFI) SMOKY TITANIUM	
	ACCURA, Samsung Galaxy Tab S2 8” & Samsung Galaxy Tab S2 8” enclosure, stand, 90 degree USB cable, and painted (black)	

This User Agreement sets forth the current pricing. Spark will debit the total amount due from the Customer’s bank account via ACH debit, including any fees, transaction charges, or other fees for the prior billing period. Customer shall complete and return the attached ACH Form (“Exhibit A”) upon execution of this User Agreement.

* Fees include packing and shipping to User’s address, but do not include taxes, duties, customs fees and any similar charges or fees, including but not limited to sales, use, withholding, excise, value added, and ad valorem taxes that are be applicable and may be added to the final charge to Customer’s account. Fees do not include any monthly credit card interchange and/or processing fees that may be charged by Spark (currently \$0.01) or a third-party for credit card processing related to the on-line ordering platform. These fees shall be charged pursuant to Customer’s agreement with the third-party credit card processor to be executed upon enrollment for use of the on-line platform. Such fees are subject to change based upon the variance interchange rates. In the event of a consumer dispute, the online platform will debit/credit any monies related to the dispute directly to and from the store’s bank account set up in the online ordering platform.

Customer acknowledges that by signing in the space below, Customer agrees to be bound by and comply with all applicable Terms and Conditions ("Exhibit B") attached and incorporated herein.

CUSTOMER:

SPARK INTELLIGENCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT A



**AUTHORIZATION AGREEMENT FOR
PREAUTHORIZED PAYMENTS**

(ACH DEBITS)

On-Line Services

and Equipment/Printer

COMPANY NAME:		TAX ID NO.:
I (we) hereby authorize Spark Intelligence, Inc. , hereinafter called " Company ", to initiate debit entries from my <input type="checkbox"/> Checking <input type="checkbox"/> Savings account (check one) indicated below and the depository named below, hereinafter called " Depository ", to debit the same to such account.		
DEPOSITORY NAME:		BRANCH:
CITY:	STATE:	ZIP:
TRANSIT/ABA NO:	ACCOUNT NUMBER:	
This authority is to remain in full force and effect until Company has received notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.		
NAME(S):		STORE NUMBER(S):
SIGNED:		DATE:

EXHIBIT B

Spark Intelligence, Inc.
TERMS AND CONDITIONS FOR ON-LINE SERVICES

("TERMS AND CONDITIONS")

- A. These terms and conditions apply to your use of the on-line ordering platform that Spark makes available to you on a subscription basis "On-Line Services" and related applications and services provided by Spark Intelligence, Inc., or anyone of its affiliates (collectively "SPARK"). Your acceptance and use of any On-Line Services constitutes an unqualified acceptance of these Terms and Conditions.

- B. DEFINITIONS. The following terms shall have the meanings described below:

Customer or You means the company or individual named on the attached User Agreement referencing these terms and conditions.

Customer Data means information (which may include Personal Information) that you transfer to Spark for processing and that is collected, stored, or maintained in the course of performing the On-Line Services specified in the User Agreement. Customer Data expressly excludes any data that does not connect or associate you or your employees or consumers to or with such data.

Customer Equipment means the Customer-owned equipment, Customer-managed networks, and Customer-managed systems and systems interfaces, including associated software.

Data Subject means the individual to whom any Personal Information contained in Customer Data refers.

Documentation means the operating, training and reference manuals relating to the use of the On-Line Services and any enhancements, modifications or upgrades thereto, supplied by SPARK to Customer pursuant to these Terms and Conditions.

Extreme Service Interruption Event means an event outside the reasonable control of SPARK or its subcontractors or agents that causes a System outage of significant enough nature to trigger SPARK's disaster recovery plan. Events of this type include, but are not limited to, acts of government agency, war, riot, civil unrest, work stoppages, strikes, flood, extreme weather, fire or other natural calamity or other Force Majeure Event (as defined in Section 14 of these Terms and Conditions). If such an event occurs, SPARK will use commercially reasonable efforts to restore service according to SPARK's disaster recovery plan.

Hosting Web Site means the internet web site identified by a unique uniform resource locator and operated by SPARK in connection with the On-Line Services.

Personal Information means information relating to an identified or identifiable natural person to the extent treated as such under applicable law.

Privacy Laws means all laws and regulations that govern the access, use, disclosure, or protection of Personal Information which are applicable to the On-Line Services.

Scheduled Downtime means any System downtime occurring within a planned System maintenance window as communicated to Customer. SPARK will provide Customer with notice of any Scheduled Downtime on SPARK's Hosting Web Site. When possible, SPARK will seek to minimize the impact of Scheduled Downtime or any unscheduled downtime to the Customer's business operations.

System means the infrastructure SPARK uses to enable Customer to access and use the On-Line Services via the internet.

System Downtime means any interruption of access to the Hosting Web Site. System Downtime specifically excludes (i) any Scheduled Downtime; (ii) inability to access the System resulting from failure in the internet backbone or networks not directly managed by SPARK or its subcontractors or agents; (iii) an Extreme Service Interruption Event; or (iv) any System Downtime caused by Customer.

Third Party Products means any third party products and/or services which are purchased by Customer from SPARK.

- C. ON-LINE/THIRD PARTY PRODUCTS.

C.1. Access to On-Line Services. Subject to these Terms and Conditions and payment of the applicable fees and charges, SPARK authorizes Customer to: (i) access the On-Line Services via internet connection to the System for Customer's internal business requirements and performing administrative functions pertaining thereto solely for the number of authorized customer locations set forth on an Order (each a "Licensed Site"); (ii) use the Documentation in connection with such rights; and for no other purpose. Except as expressly set forth in these Terms and Conditions, all rights and licenses granted to Customer are nontransferable and non-assignable.

C.2. Installation and Use of SPARK Utility. In order to facilitate Customer's access to and use of the On-Line Services as permitted herein, SPARK shall use commercially reasonable efforts to remotely install, via the internet, certain SPARK proprietary application software, tools, or utilities (the "SPARK Utilities") on the Customer Equipment at each of the Licensed Sites. SPARK grants you a limited, non-exclusive license to use the Utilities solely in connection with authorized use of the On-Line Services. If the parties determine that, due to limitations imposed by the Customer Equipment, the SPARK Utilities cannot be effectively remotely installed via the Internet on the Customer Equipment at any Licensed Site(s), then you will be responsible for updating and/or upgrading Customer Equipment to allow for such installation. Customer acknowledges and agrees that from time to time, Customer may be required to upgrade or purchase additional hardware or software in order to gain access and use of the On-Line Services and service enhancements.

C.3. Access to Customer's Systems. You will provide SPARK access to your network, system, data, and relevant information as reasonably required to perform the OnLine Services and/or remove applications to address data security risks. Customer acknowledge that SPARK personnel may require, and Customer will provide, the ability to access and correct transaction or input data in the course of the On-Line Services. Customer will acquire and pay for necessary communication lines, and provide and maintain all required customer premise communications equipment, including computers, routers, modems, or other access devices, including SPARK approved high speed internet

EXHIBIT B

access. Customer acknowledges and agrees that SPARK may use its remote secure access product (or a successor product) in order to access Customer's system, and agrees that SPARK may load such product(s) and keep them updated on Customer's system as needed. SPARK may gather information about Customer's sites including, without limitation, hardware information, software versions and feature usage, and use such information for valid business purposes such as product analysis and billing information. Additionally, SPARK and/or SPARK subcontractors providing support services to Customer may access configuration and operational data in connection with providing such support services.

C.4. Exclusions and Limitations.

C.4.1. Customer agrees that neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of SPARK relating to the On-Line Services or the System. Any such attempts may, among other things, cause failure of, or disruption to, the System or the On-Line Services. Any failure of or disruption to the System or the On-Line Services resulting from a violation of this Section shall not be considered Scheduled Downtime. Customer will be responsible, and will indemnify SPARK, for any damage or service interruptions caused by Customer or its representatives in violation of this Section including, without limitation, any damage to any SPARK equipment, or equipment managed for SPARK by another third party in connection with the On-Line Services provided by SPARK hereunder. Customer agrees to compensate SPARK, at its then-current professional services rates, for all remedial services or losses resulting from any violations of this Section.

C.4.2. SPARK does not control the flow of data to or from the network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). Although SPARK will use commercially reasonable efforts to take the action it deems appropriate to remedy and avoid such events, SPARK cannot guarantee that such events will not occur.

Accordingly, SPARK disclaims any and all liability resulting from or related to such events to the extent such events are not directly caused by SPARK or any of its subcontractors or agents.

C.4.3. SPARK is not responsible for unauthorized access to the On-Line Services through Customer maintained usernames and passwords provided such unauthorized access was not directly caused by SPARK or any of its subcontractors or agents.

C.4.4. SPARK's performance obligations specifically exclude the following: (i) non-production or test web sites or systems, performance of public or private internet backbones or networks not directly managed by SPARK; (ii) outages or issues caused by Customer's negligence, by Customer's misuse or improper configuration of the On-Line Services, or by Customer's failure to follow documented procedures for the use of the On-Line Services; (iii) outages or issues caused by or resulting from Customer Equipment, or outages or issues occurring as a result of any actions taken by SPARK at the request or direction of Customer; (iv) outages initiated by SPARK at the request or direction of Customer for backup, maintenance or other purposes; and (v) any professional or supplemental services outside the scope of the services to be provided hereunder or under these Terms and Conditions.

C.4.5. The Hosting Web Site may contain hyperlinks to external internet sites, which are not under the control of SPARK. SPARK assumes no responsibility for the content or accuracy of information contained within such internet sites.

C.4.6. Any downtime of the System which results from circumstances reasonably believed by SPARK to pose a significant threat to the normal operation of the Hosting Web Site, the System or the On-Line Services, or access to or integrity of Customer data (e.g., hacker or virus attack) shall not count as System Downtime under these Terms and Conditions. In the event of such an interruption or shutdown, SPARK will attempt to return the On-Line Services to normal operation as soon as reasonably practicable.

C.4.7. Customer acknowledges and agrees that SPARK will not be liable for any errors or delays in On-Line Services, or for any actions taken in reliance thereon.

C.5. Third Party Products. Customer acknowledges and agrees that SPARK may contract with one or more third parties to perform all or any portion of the On-Line Services. With respect to any Third Party Products provided by SPARK, Customer acknowledges and agrees that its right to use any such Third Party Products is specified on the agreement provided by the appropriate supplier of such Third Party Products. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT A WARRANTY FROM SPARK. ACCORDINGLY, SPARK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE WITH RESPECT TO ANY THIRD PARTY PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.

D. CUSTOMER OBLIGATIONS.

D.1. Customer is responsible for the integration of the On-Line Services with your application software and computing environment, and compliance with SPARK's implementation and deployment guidelines (as applicable), as well as applicable laws and regulations. Customer is responsible for any and all retention of Customer data, records, or information. SPARK is not responsible for any damage caused by errors or omissions in any information, instructions, or scripts Customer provides in connection with the On-Line Services, or any actions SPARK takes at your direction.

D.2. You will abide by the security procedures specified by SPARK and perform reasonable and customary security practices to preclude attempts to circumvent any security procedures or utilize any unauthorized systems in an attempt to access the data of another Customer;

D.3. You will make all reasonable efforts to assist SPARK in identifying, isolating and replicating issues found in the System; and

D.4. Customer shall be solely responsible for the manner in which Customer and Customer's users use the System and the On-Line Services. Customer shall ensure that only authorized users have access to any user identifications or passwords for use in connection with the System and the On-Line Services and that such authorized users shall not disclose such identifications or passwords to any other individual. Customer acknowledges and agrees that it is solely responsible for strictly maintaining the confidentiality and integrity of such identifications and passwords and Customer shall indemnify and hold harmless SPARK from and against any liability, damages, or costs arising from Customer's failure to comply with this obligation including, but not limited to, improper or unauthorized account access using Customer's user identifications or passwords, provided such identifications or passwords were not improperly disseminated by SPARK or any of its agent or representatives. Customer shall notify SPARK immediately in writing if the security or integrity of an identification or password has been compromised.

D.5. Customer is responsible to have and to maintain in place updated malware protection software and security for all of Customer's systems, networks, and data, which security includes properly configured hardware firewalls, unique, strong passwords per user, physical security, and access control policies. Customer acknowledges that the security and protection of its network and the data and applications on that network, including protections against unauthorized access, the configuration of all required data parameters, including security-related parameters, including security-related parameters, is solely and entirely Customer's responsibility. A properly configured firewall is required for each Customer Location using a persistent connection to the public internet or any private network where there is a potential for unauthorized access. Customer acknowledges that, to be effective, malware protection software, hardware firewalls, system passwords and other security software and hardware components require periodic and routine updates, which Customer must obtain or perform as applicable. Customer acknowledges that its failure to discharge its obligations to keep its systems secure may result in investigation fees, fines, penalties, charge backs and credit card fraud costs, and other losses as levied by credit card processors and others, remediation costs (which

EXHIBIT B

may include system component updates or replacements) and lost profits and lost reputability of Customer's business, which costs may be so large that they may threaten the survival of Customer's business. Customer waives any claims hereunder against SPARK for any such costs or losses to the extent arising from Customer's failure to have or maintain a secure system, or to the extent arising as a result of a failure or breach of its security for its systems or data, or as a result of any unauthorized access to Customer's systems. In the event of a security breach of Customer's systems, Customer agree to promptly (i) notify SPARK of such breach, (ii) provide SPARK with copies of any forensic reports related to such breach, and (iii) authorize any investigating entities to disclose all relevant information regarding their investigations, including investigations in progress, of such breach to SPARK.

D.6. Unless otherwise specified in these Terms and Conditions or in a separate writing signed by both Customer and SPARK, Customer shall be solely responsible for the following: (a) providing and maintaining the appropriate operating environment for the SPARK Utilities, including related security and access controls, and maintaining backup and disaster recovery procedures, facilities and equipment (if applicable); (b) adherence to any applicable electronic processing standards or requirements related to Customer's operations; (c) all data entry and loading; (d) installing upgrades provided by SPARK and securely deleting previously stored information or data (if applicable); (e) the content of all Customer information or data, the selection and implementation of controls on the access and use of such information or data, and the protection and backup of the stored information or data; (f) the configuration of all required data parameters associated with use of the On-Line Services and the System and its operating environment, including security-related parameters; (g) compliance with all applicable city, state, and federal laws, rules or regulations affecting or governing Customer information or data configuration parameters in the On-Line Services; and (h) providing adequate training on the use and operation of the SPARK Utilities, the On-Line Services and the System to Customer's employees and maintaining adequate supervision of such employees.

E. FEES AND PAYMENT.

E.1. Customer shall pay SPARK the activation and monthly service fees indicated on the applicable User Agreement referencing these Terms and Conditions. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or 1½% per month commencing with the date payment was due. The fees, charges and expenses payable by Customer hereunder do not include taxes, duties, customs fees and any similar charges or fees, including but not limited to sales, use, withholding, excise, value added, and ad valorem taxes. SPARK may increase the fees and charges specified herein at any time upon 60 days notice to Customer. Additionally, SPARK reserves the right to change its credit terms at any time, effective on written notice to Customer and SPARK reserves the right to withhold performance of any obligations arising under these Terms and Conditions, including the right to suspend or terminate the On-Line Services, or any part thereof, and to disable Customer's access to the On-Line Services, in the event of Customer's non-payment when due of any amounts owed to SPARK.

E.2. Fees and charges for On-Line Services are billed monthly to Customer's on-file payment method in accordance with the most current price schedule based upon the level of service and subscription term selected by Customer. If for any reason SPARK is unable to charge monthly fees to Customer's on-file payment method, Customer will be assessed a late fee in addition to other remedies available to SPARK including without limitation those set forth in Section E.1 of these Terms and Conditions. In the event Customer's on-file payment method is no longer valid or inaccessible to SPARK, SPARK may invoice Customer for the monthly fees, and Customer agrees to pay all fees due upon receipt of invoice from SPARK. Monthly fees will be charged at the end of each billing cycle. Customer agrees to pay all fees, whether or not Customer actually makes use of On-Line Services during the applicable billing cycle.

F. OWNERSHIP AND INDEMNIFICATION.

F.1. SPARK reserves all rights not expressly granted herein. Except as otherwise explicitly agreed to in writing by SPARK, no express or implied license or right of any kind is granted. The SPARK On-Line Services may not be used for commercial timesharing, service, business or other rental or sharing arrangements. Further, Customer shall not decompile, reverse assemble, or otherwise reverse engineer the SPARK On-Line Services. Customer acknowledges and agrees that, except for Customer's license expressly described in these Terms and Conditions, Customer has no right, title and interest in the SPARK Utilities or the On-Line Services, in any form, or in any copies thereof, including all worldwide copyrights, trade secrets, patent rights and any other proprietary information and confidential information rights therein.

F.2. Indemnification

F.2.1. SPARK will, at its expense, defend Customer against any IP Claim. SPARK will also pay the damages, costs, and attorneys' fees that are awarded against Customer in a final, non-appealable court judgment for the IP Claim, or required to be paid by Customer or on Customer's behalf in a settlement of the IP Claim that SPARK has agreed to in writing. As used in this Section, an "IP Claim" means a suit brought against Customer by a third party to the extent the suit alleges that Customer's use of the On-Line Services or the On-Line Services infringes a patent or copyright of the third party.

F.2.2. SPARK's obligations set forth in this Section are subject to Customer (a) providing SPARK prompt written notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing SPARK sole control of the defense, appeal, and/or settlement of the IP Claim; (c) cooperating with SPARK with respect to the defense, appeal, and/or settlement of the IP Claim; (d) providing SPARK with requested documentation and information, relevant to the IP Claim or its defense, appeal, and/or settlement; and (e) complying with all court orders. If Customer's delay in providing the Claim Notice causes detriment to SPARK with respect to the defense or resolution of the IP Claim, the obligations set forth in this Section will not apply to the IP Claim. Notwithstanding any other provision of these Terms and Conditions, SPARK is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to SPARK's receipt of the Claim Notice from Customer. SPARK will have the sole right to select counsel. Customer may, at Customer's sole expense, engage additional counsel of Customer's choosing for purposes of conferring with SPARK's counsel.

F.2.3. The obligations set forth in this Section will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from (a) SPARK's compliance with Customer's designs, specifications, or instructions; (b) modification of the On-Line Services other than by SPARK; (c) any product or service not provided by SPARK to Customer; or (d) combination or use of the On-Line Services with any product or service not provided by SPARK to Customer.

F.3. In addition to the other indemnities set forth elsewhere in these Terms and Conditions, Customer agrees to indemnify and hold SPARK, its officers, directors, employees, shareholders, agents and representatives harmless against any and all claims, losses, costs, fines, fees, liabilities or obligations made by third parties relating to (i) the operation of Customer's business and the conduct of other Customer activities, (ii) Customer's breach of these Terms and Conditions and (iv) Customer's violation of any applicable international, federal, state or local law, regulation or ordinance, in connection with Customer's use of the On-Line Services or other applications and services made available hereunder.

G. DISCLAIMER OF WARRANTY. ON-LINE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED). CUSTOMER AGREES THAT ANY AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT, AVAILABILITY, ACCURACY OR UNINTERRUPTED ACCESS. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OR OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

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- H. **DATA SECURITY AND CYBERCRIME PREVENTION.** SPARK has implemented reasonable and appropriate security policies and procedures designed to protect the security of Personal Information in SPARK's possession from unauthorized access, use, storage, and disposal. Notwithstanding the foregoing, you acknowledge that SPARK cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Personal Information for improper purposes. SPARK may disclose Personal Information to the extent compelled by process of law, provided that you are given advance written notice (unless providing such notice is prohibited by law). You are responsible for the content of the Customer Data and for your compliance with any Privacy Laws, regulations, or other legal duties applicable to your possession, transmission, processing, or use of Customer Data, including providing appropriate notifications and communications to Data Subjects and managing any complaints from Data Subjects. You acknowledge that SPARK does not control the transfer of data over telecommunications facilities and that the Internet is inherently insecure and provides opportunity for unauthorized access by third parties. You are responsible for maintaining the security of your own systems, servers, and communications links, and for providing secure access to those systems and information, including Personal Information that SPARK requires to provide the On-Line Services to you. You will: (a) have in place appropriate privacy and security safeguards to prevent the unauthorized use and disclosure of Personal Information; (b) guard against misuse of any password whether or not provided by SPARK, and change any password upon SPARK's direction; (c) not transmit any data, including Customer Data, to SPARK for processing for a purpose that does not comply with applicable law or regulations; and (d) provide reasonable cooperation to facilitate the parties' compliance with applicable law and regulation. To the extent they may affect SPARK's use or disclosure of Personal Information, you will notify SPARK in writing of any limitations or restrictions on the permitted use or disclosure of Personal Information; or any changes in, or revocation of, permission by a Data Subject to use or disclose Personal Information.
- I. **LIMITATION OF LIABILITY.** SPARK'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DATA LOSS, DELAYS, ERRORS OR DEFECTS IN SMOKESTACK SHALL IN NO EVENT EXCEED THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DATA LOSS DELAY, ERROR OR DEFECT IN THE SERVICES OCCURRED. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO SPARK, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS), INCIDENTAL DAMAGES, PUNITIVE & EXEMPLARY DAMAGES, AND EXTRA-CONTRACTUAL DAMAGES (INCLUDING DECEPTIVE TRADE PRACTICES).
- J. **TERM AND TERMINATION.** Customer agrees to an initial license period of 12 months commencing with the date of execution of the User Agreement. Spark agrees to provide its services during the initial license period according to the monthly license fee schedule in effect on the date this Agreement is executed. The User Agreement shall extend and renew for one (1) year periods (each a "Renewal Term") under the same terms and conditions without further notice unless Customer gives written notice of its intention to terminate not less than ninety (90) days before the end of the then current term. The termination shall become effective at the end of the then-current term. Spark may terminate the User Agreement for any reason. If Spark exercises this right to terminate based on a reason other than Customer's breach, it will provide Customer 30 days' notice of such intent to terminate. Spark reserves the right to restrict, suspend or terminate Customer access to the Smokestack in whole or part and without liability in the event of a Customer breach, or threatened breach, of this User Agreement.
- K. **DISPUTE RESOLUTION.** Except for claims brought by Spark to collect payments owed by Customer, all disputes arising out of this User Agreement shall be submitted for binding arbitration to the office of the AAA located in Plano, Texas, on demand of either party. The 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. However, the arbitrator may not consolidate more than one Customer's or person's claims, and may not otherwise preside over any form of a representative or class proceeding. Additionally, the Parties stipulate and agree that the arbitrators shall not provide for, and no arbitration award shall include, any consequential, 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. Spark and Customer agree that arbitration shall be conducted on an individual, and not on a classwide basis.
- L. **CONFIDENTIALITY AND COMMUNICATIONS.**
- L.1. Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or its affiliates, suppliers, or customer. For purposes of these Terms and Conditions, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; "Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is SPARK or Customer; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such party is SPARK or Customer.
- L.2. Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party (other than SPARK subcontractors performing any services hereunder), or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by these Terms and Conditions. Customer acknowledges that SPARK claims that the System and Documentation are Proprietary Information, and Customer agrees to treat such information as Proprietary Information in accordance with the terms of these Terms and Conditions. With regard to the Trade Secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this section shall continue for the term of these Terms and Conditions and for a period of 5 years thereafter. The foregoing obligations shall not apply if and to the extent that: (a) the information communicated was already known to Recipient, without obligations to keep such information confidential, at the time of Recipient's receipt from Owner, as evidenced by documents in the possession of Recipient prepared or received prior to disclosure of such information; (b) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (c) the information communicated was publicly known at the time of Recipient's receipt from Owner or has become publicly known other than by a breach of these Terms and Conditions; (d) the Recipient establishes that the information was independently developed without reference to the Proprietary Information; (e) the Recipient obtains the prior written approval of Owner to disclose the information; or (f) the information is required to be disclosed by law, regulation, judicial process or order of a governmental authority (provided the Recipient give the Owner prompt written notice of such requirement so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section.
- L.3. Notwithstanding anything to the contrary herein, SPARK may use and disclose transactional and system configuration information that SPARK derives from Customer's Locations via Customer's use of the On-Line Services, provided that SPARK will take appropriate safeguards to protect Customer's Proprietary Information from public disclosure, such as confidentiality agreements or aggregation and anonymization.
- L.4. Customer further agrees that may the will not communicate in any way (or assist, encourage, or support) any statement that may include SPARK's Trade Secrets, Proprietary Information, Confidential Information regarding the product, service, SPARK, its affiliates, partners, employees, service reviews, terms, features, enhancement and pricing or the personal or business reputation, acumen, skill, practices, or conduct of SPARK (including SPARK's respective subsidiaries, directors, officers, employees, agents, or representatives) in connection with this User Agreement. Customer acknowledges and agrees that this provision applies to all forms of communication including, but not limited to, texting, blogging, and/or posting on Facebook or any other social networking site or internet forum or site. Customer further acknowledges and agrees that this clause is a material provision of this Agreement, that any breach is material, and that Dickey's would be irreparably harmed by violation of this provision. With regard to this provision, Customer agrees to waive their rights to prior restraint of speech. The party alleged to be in breach of the provision consents to the issuance of a temporary restraining order, a temporary injunction, and a permanent injunction designed to prevent any further breach of the provision.
- M. **FORCE MAJEURE.** Except for your obligation to make payments when due, neither party will be liable for failing to fulfill its obligations due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond its reasonable control.

EXHIBIT B

- N. ASSIGNMENT. Except as otherwise set forth in these Terms and Conditions, these Terms and Conditions and all rights and obligations may not be assigned in whole or in part by Customer without the prior written consent of SPARK.
- O. RELATED ENTITIES' RIGHTS - SECTIONS C.4.1, D.4, F.3, G, I, K, and L SET FORTH IN THIS AGREEMENT SHALL APPLY TO SPARK'S PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, SUBCONTRACTORS, AND SUPPLIERS.
- P. GOVERNING LAW. Texas law governs these Terms and Conditions, transactions occurring under it, and the relationships created by it, except for its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act will govern all issues of arbitrability.
- Q. MISCELLANEOUS. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by applicable law. All notices made under a User Agreement will be in writing and will be deemed made on first receipt. SPARK will send notices to you at the address on the face of the User Agreement and you will send notices

EXHIBIT B to SPARK to: General Counsel/Notices, SPARK INTELLIGENCE, 18583 N. Dallas

Parkway , Suite 120, Dallas, Texas 75287 and via email to: legal@dickeys.com. Either party may change or supplement its notice address by written notice. Customer agrees that these Terms and Conditions, together with any exhibits and other applicable SPARK agreements referencing these Terms and Conditions and expressly made a part hereof that are duly executed by the parties will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of these Terms and Conditions.

EXHIBIT M
LIST OF CURRENT OUTLETS AND FRANCHISEES WHO LEFT THE SYSTEM AS OF MAY
31, 2017

EXHIBIT M
LIST OF CURRENT OUTLETS AS OF MAY 31, 2017

In the table below, an "***" indicates a franchisee who has also signed a Development Agreement to open and operate multiple Restaurants.

Franchisee	Outlet Street Address	City	State	Zip	Telephone
Lockett Ventures Daphne, LLC	6882 Hwy 90 Suite G2	Daphne	Alabama	36526	(251) 210-2151
Gregory Smith Enterprises, LLC	2115 East Main St. Suite#8	Dothan	Alabama	36301	(334) 714-4153
Larry Hoffmeister	6886 Governors W, Suite 112	Huntsville	Alabama	35806	(256) 270-4425
Lockett Ventures Mobile, LLC	1390 Tingle Circle, Suite 1	Mobile	Alabama	39564	(228) 229-0027
Lockett Ventures West Mobile, LLC	7721 Airport Blvd.	Mobile	Alabama	39540	(228) 229-0027
Wesley Harbin	13544 Hwy. 43 North	Northport	Alabama	34575	(205) 330-1147
Wesley Harbin	9750 Hwy 69 South	Tuscaloosa	Alabama	35405	(205) 344-6500
Raji Singh*	1800 McFarland Blvd., Suite 524	Tuscaloosa	Alabama	35404	(205) 758-1133
Thomas Emmons & Jeremy Steele	1005 South Arizona Ave, Suite 13	Chandler	Arizona	85225	(480) 361-8053
Darryl Weaver and Laura Weaver	7077 N. Thornydale Road	Marana	Arizona	85746	(520) 401-4656
Maurice D'Aoust	20924 N John Wayne Pkwy	Maricopa	Arizona	85139	(780) 231-2586
Thomas E. Emmons	1914 Power Rd.	Mesa	Arizona	85206	(480) 361-8053
Erik Forrest	2748 S. Alma School Road	Mesa	Arizona	85210	(602) 758-0998
Richard Dent	402 E. Greenway Pkwy. Suite 2	Phoenix	Arizona	85022	(602) 666-6320
Desert BBQ, LLC	E Indian School Road & N 32nd Street	Phoenix	Arizona	85016	(928) 279-2608
Desert BBQ, LLC	2815 West Peoria Avenue Suite 101	Phoenix	Arizona	85029	(928) 279-2608
Erik Forrest	7919 E. Thomas Road Suite 111	Scottsdale	Arizona	85251	(480) 685-4979
Double Eagle Barbecue, LLC	14884 North Pima Road Suite 103	Scottsdale	Arizona	85260	(602)467-3926
Erik Forrest	4722 E. Cactus Rd, Suite D-119	Scottsdale	Arizona	85032	(602)795-7286
JAX BBQ, LLC	195 S. Hwy 92, Suite E	Sierra Vista	Arizona	85635	(520) 559-0470
Desert BBQ, LLC	16581 West Bell Road Suite 101	Surprise	Arizona	85374	(928)279-2608

Exhibit M

<u>Franchisee</u>	<u>Outlet Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Telephone</u>
Erik Forrest	521 S. College Ave. Suite 9	Tempe	Arizona	85281	(480) 704-3510
Wesley Thomas	3213 Main St.	Bryant	Arkansas	72022	(501) 213-0074
Jared Thompson*	3316 W. Grove Dr	Fayetteville	Arkansas	72704	(479) 443-3333
Jared Thompson*	105 S. Dixieland Rd.	Lowell	Arkansas	72745	(479) 770-0123
Michael P. Anderson*	13503 Crystal Hill Rd	N. Little Rock	Arkansas	72113	(501) 851-8000
Jared Thompson*	4204 W. Green Acres Rd. Suite 140	Rogers	Arkansas	72758	(479) 631-9999
Joshua Hightower	407 S. Main Street	Searcy	Arkansas	72143	501-368-0008
Tucker Family Restaurants, LLC	2165 Arnold Way	Alpine	California	91901	619-722-6052
Rite Concept, Inc.	19201 Bear Valley Road, Suite I-C	Apple Valley	California	92308	(760) 240-5556
Lee Ventures, Inc.	11875 Willow Creek Dr.	Auburn	California	95758	(916)712-6639
Azusa BBQ Pit, Inc.	886 E Alostia Avenue	Azusa	California	91702	(626) 334-0003
Richard Aronson	3505 Coffee Road	Bakersfield	California	93312	661-589-4227
Richard Aronson	6603 Panama Lane	Bakersfield, CA	California	93312	(661)330-8273
LS Subs, Corp.	1668 E. 2nd St.	Beaumont	California	92223	951-267-3480
BBQ Ventures, Inc.	2435 East Imperial Highway, Unit E	Brea	California	92821	(714)529-3710
Anil & Poonam Jindal	2500 Sand Creek Road	Brentwood	California	94513	925-240-8600
Yu Shao	8300 La Palma Ave. Ste. S00A1	Buena Park	California	90620	714-882-5875
Rafeal Armenta	1402 Camden Ave.	Campbell	California	95008	408-915-5051
Jimmy Lu	3835 E. Castro Valley Blvd.	Castro Valley	California	94552	510-247-1100
Christopher Green	11971 Central Ave., Suite A	Chino	California	91710	909-902-1320
Harish Sudarshan Sharma	4021 Grand Ave. Ste. D	Chino	California	91710	909-342-7823
R&R Restaurants, LLC	1220 Shaw Ave., Suite 109	Clovis	California	93230	(559) 362-3257
Bryan Roche*	1610 Herndon Ave., Suite 106	Clovis	California	93611	559-322-7427
Anil & Poonam Jindal	5434 Ygnacio Valey Rd.	Concord	California	94521	925-689-5525
Connie McKenney	540 Hidden Valley Pkwy. Ste. 101	Corona	California	92879	951-207-2469
Thomas Iverson*	640 Covell Blvd.	Davis	California	95616	530-341-0623
Alan Cheung	8855 Apollo Way, Suite 208	Downey	California	20001	(626)327-0331
D&D BBQ Corp.	1090 Huntington Drive	Duarte	California	91010	(562) 587-8510
Bill W. Seward	12569 Limonite Ave. Ste 330	Eastvale	California	91752	951-360-9700
Assim Shammami	2959 Jamacha Road	El Cajon	California	92071	(619) 322-5417
Jared Katzenbarger	5110 Laguna Blvd. Suite 120	Elk Grove	California	95758	916-546-4400
Shahin Sean Taghizadeh & Arman Nikoihesari	15826 Ventura Blvd.	Encino	California	91311	(818)916-9236

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<u>Franchisee</u>	<u>Outlet Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Telephone</u>
John Sanchez	1586 Gateway Blvd., Suite C-7	Fairfield	California	94533	707-400-5040
Katz Ventures, Inc. (Jared Katzenbarger)	1016 Riley Street Suite 4	Folsom	California	95630	916-550-9525
FND Enterprises, Inc.	16391 Sierra Lakes Pkwy	Fontana	California	92336	909-356-1295
Zheng Wabs	18120 Brookhurst St	Fountain Valley	California	92708	(707)548-3903
Jimmy Lu	43321 Boscell Road, Suite P9-B	Fremont	California	94538	510-687-1805
R&R Restaurants, LLC	5776 N. Blackstone Ave	Fresno	California	93726	(559)904-4547
R&R Restaurants, LLC	8480 N. Friant	Fresno	California	93720	(559) 904-4547
Bryan Roche*	6611 N Riverside Dr Suite 106	Fresno	California	93722	559-271-7700
BBQ Ventures, Inc.*	1941 W Malvern Ave.	Fullerton	California	92835	714-451-4620
Gurjeet Chhina	7060 Hollister Ave, Suite 105	Goleta	California	93117	(805) 264-8814
Bryan Roche*	240 North 12th Ave.	Hanford	California	93230	559-584-7427
Roger and Sandra Farine	1127 S. Sanderson	Hemet	California	92545	951-652-7427
Andre May	27949 Greenspot Rd. Ste. D	Highland	California	92346	909-862-2000
Ayeeda, LLC	3851 Alton Parkway	Irvine	California	92870	(707) 548-3903
Austin Woodyard, Abra & David Teague	12240 Industry Blvd. Suite 74	Jackson	California	95642	209-223-2748
Tucker Family Restaurants, LLC	79775 US Highway 111	La Quinta	California	92203	(760) 550-5575
West Coast BBQ, LLC	25606 Crown Valley Pkwy.	Ladera Ranch	California	92694	949-364-1729
BBQ Ventures, Inc.	27931 La Paz Rd, Suite D	Laguna Niguel	California	92677	(714)709-9051
Francisco Morones and Susan Morones	29273 Central Avenue, Suite B	Lake Elsinore	California	92532	(951) 707-6027
BBQ Ventures, Inc.	23622 Rockfield Blvd.	Lake Forest	California	92821	(714)709-9051
Jamie Bynum	1056 West Avenue K	Lancaster	California	93535	(661) 317-9631
Kyong S. Kim	15338 S. Harlan Rd.	Lathrop	California	95330	209-624-1612
Malaak Gorgios	1524 N. Vasco Road	Livermore	California	94551	925-606-4200
Merna Girgis	1950 Ximeno Ave	Long Beach	California	90815	(424) 558-1244
Todd Schwartz	9035 Reseda Blvd.	Los Angeles	California	91324	818-527-2271
Barreno Enterprises, LLC	1459 Martin Luther King, Jr. Way	Merced	California	95370	(209) 534-3516
Montclair BBQ Pit, Inc.	9359 Central Ave., Suite A	Montclair	California	91763	(626)375-2176
Tucker Family Restaurants, LLC	12620 Day St, Blg J, Suite E	Moreno Valley	California	92553	(760) 550-5575
David Sifflet	1049 Cochrane Ave., Suite 160	Morgan Hill	California	92154	(469) 826-9179

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<u>Franchisee</u>	<u>Outlet Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Telephone</u>
Alice Kao	570 North Shoreline Blvd.	Mountain View	California	94043	650-933-4939
LS Subs, Corp.	5200 E Ramon Rd.	Palm Springs	California	92252	(760)819-2430
Jamie A. Bynum	1125 W. Rancho Vista Blvd., Suite B	Palmdale	California	93551	661-402-5123
Andrew Lee	2363 E. Colorado Blvd.	Pasadena	California	91107	626-993-2862
RJQ Holdings, LLC	417 N. McDowell Blvd.	Petaluma	California	95688	(707)372-5525
Gary Cooper	6654 Koll Center Pkwy.	Pleasanton	California	94566	925-426-6800
BBQ Ventures, Inc.	2063 Rancho Valley Drive	Pomona	California	92821	(714)709-9051
Katzenbarger Enterprises, Inc.	2320 Sunrise Blvd.	Rancho Cordova	California	95670	916-858-8195
FND Enterprises, Inc.	9670 Haven Ave.	Rancho Cucamonga	California	91730	909-477-4555
Ayeeda, LLC	30451 Av. de Las Flores	Rancho Santa Margarita	California	92688	(707) 548-3903
Alex K. Roth	407 N. Pacific Coast Hwy. Suite 102	Redondo Beach	California	90277	310-379-0202
LA Pit Restaurant Concepts, LLC	2207 Claribel Road, D	Riverbank	California	95350	(209) 596-1207
Bill W. Seward	3540 Riverside Plaza Dr. Ste. 314	Riverside	California	92506	951-683-9700
Jared Katzenbarger*	5406 Crossings Drive, Suite 104	Rocklin	California	95677	916-652-7239
Tom & Tamara Sjoberg	701 Pleasant Grove Blvd. Suite 150	Roseville	California	95678	916-367-7700
Jared Katzenbarger*	1901 J Street, Suite 40315	Sacramento	California	95811	916-265-2633
Jared Katzenbarger*	4630 Natomas Blvd., Suite 130	Sacramento	California	95835	916-378-4122
Jared Katzenbarger*	6013 Florin Rd.	Sacramento	California	95823	916-382-9811
AGK Hospitality	1212 El Camino Real, Suite C-D	San Bruno	California	94066	650-553-0015
James Thorton & Eun Young Thorton	11835 Carmel Mountain Rd	San Diego	California	92128	(702)736-2296
Assim Shammami	5604 Balboa Ave. Ste. 105	San Diego	California	92111	858-278-8228
Foods Circle, Inc.	1046 West Gladstone St	San Dimas	California	91773	(951)427-1537
Jimmy Lu	5391 Prospect Rd	San Jose	California	95129	408-725-1619
Niral Patel*	799 Foothill Blvd. Suite A	San Luis Obispo	California	93405	805-996-0005
Kinstone, Inc.	344 South Twin Oaks Valley RD	San Marcos	California	92078	(310) 854-9818
Tucker Family Restaurants, LLC	763 Center Drive, Suite 103	San Marcos	California	92069	760-738-8900
Anthony Pimentel	18742 Soledad Canyon Rd.	Santa Clarita	California	91351	661-251-0840
Gurjeet Chhina	2212 South Bradley Rd. Suite D3	Santa Maria	California	93454	805-925-6600

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Bryan Roche*	880 Broadway Ave., Suite C	Seaside	California	93955	831-717-4486
Arman Grigoryan	2902 Tapo Canyon Rd.	Simi Valley	California	93063	805-577-7675
Karl & Christine Reasoner	1197 Sanguinetti Road	Sonora	California	94509	(925)413-2918
Barreno Enterprises, LLC	5350 Pacific Ave. Suite J-2	Stockton	California	95207	209-957-7427
LS Subs, Corp.	40315 Winchester Rd. Suite D	Temecula	California	92591	951-296-5105
Barreno Enterprises, LLC	1348 East Prosperity Avenue	Tulare	California	93274	559-697-0061
Rafeal Armenta	3140 Countryside Dr.	Turlock	California	95380	209-643-1800
D&G Restaurant, LLC	17245 17th St., Suite A	Tustin	California	92870	(714) 904-0881
John P. Sanchez*	150 Nut Tree Pkwy.	Vacaville	California	95687	707-450-1810
Gurjeet Chhina	6100 Telegraph Road, Suite F	Ventura	California	93003	805-212-4240
Rite Concept, Inc.	15683 Roy Rogers Dr Ste. 304 & 305	Victorville	California	92392	714-200-9590
Barreno Enterprises, LLC	4119 South Mooney Blvd. Suite K-1	Visalia	California	93277	559-697-0060
Christy Peterman	227 E. Main St.	Visalia	California	93291	559-732-1510
Jared Katzenbarger*	2155 Towne Center Plaza, Suite E110	West Sacramento	California	95691	916-371-8638
Arman Grigoryan	3825 E. Thousand Oaks Blvd., Suite F	Westlake Village	California	91401	(818)770-2777
Harmanjit Dhesi	4415 Howard Road	Westley	California	95387	(209) 892-1313
Kevin & Julie Vuu	13403 Telegraph Rd.	Whittier	California	90605	562-846-4332
BYOBBQ, Inc. (Thomas Iverson)	401 Pioneer Ave	Woodland	California	95776	530-406-0227
Alex K. Roth	21853 Ventura Blvd.	Woodland Hills	California	91364	818-313-9700
BYOBBQ, Inc. (Thomas Iverson)*	871 Gray Ave.	Yuba City	California	95991	530-491-0101
Steven Kyle Frydrych	58709 Twentynine Palms Hwy	Yucca Valley	California	92284	(760)409-9029
Larry Volf	10551 East Garden Dr. Suite 106	Aurora	Colorado	80012	720-343-7518
Jeffrey Hood	29 N. 42nd Avenue	Brighton	Colorado	80601	(303)901-5214
Larry Volf	323 Metzler Dr., Ste #101	Castle Rock	Colorado	80108	303-688-3383
Tseyang and Kalden, LLC	10230 E. Arapahoe Rd.	Centennial	Colorado	80112	303-792-2444
Robert Rusnak*	1466 Garden of the Gods Rd. Suite 160	Colorado Springs	Colorado	80907	719-623-4007
Robert Rusnak*	4140 Austin Bluffs Pkwy. Suite 4146	Colorado Springs	Colorado	80918	719-593-5039
John Hightower	811 Cheyenne Meadows Road, #12	Colorado Springs	Colorado	80906	719-323-3228
Robert & Barbara Rusnak	1252 Interquest Parkway	Colorado Springs	Colorado	80920	(719) 598-1909
John Thomson	324 Dillon Ridge Road	Dillon	Colorado	80435	901-756-7000
Brenda Black	2721 South College Ave.	Fort Collins	Colorado	80525	970-797-2610

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Franchisee	Outlet Street Address	City	State	Zip	Telephone
Next Next Media, LLC (Michael Todey)	17121 South Golden Rd. Unit C-100	Golden	Colorado	80401	303-278-3020
Derek O'Hara	2331 23rd Ave.	Greeley	Colorado	80634	970-330-7005
Derek O'Hara	6628 W. 10th St. Unit 102	Greeley	Colorado	80634	970-515-5168
Kenneth Turpin	4004 Red Cedar Dr.	Highlands Ranch	Colorado	80126	303-471-1654
Rashad Khan	1325 E. 3rd St.	La Junta	Colorado	81050	(719) 373-9362
Tseyang and Kalden, LLC	3140 S. Wadsworth	Lakewood	Colorado	80227	303-989-1550
Linda Nguyen	1509 Wadsworth Blvd. Unit B	Lakewood	Colorado	80214	303-731-4549
Jame (Gary) Kolm & Melissa Kolm	1935 Main Street Suite A	Longmont	Colorado	80501	(720)301-9635
Larry Volf	459 S. McCaslin Blvd.	Louisville	Colorado	80027	303-604-0223
Rex Schweers	104 E. 29th Street	Loveland	Colorado	80538	970-405-6262
James Restaurant, LLC	117th West 4th Street	Rifle	Colorado	81650	970-625-4227
JAS M, LLC	9740 Grant St. Ste. 105	Thornton	Colorado	80229	303-920-1777
Larry Volf	8715 Sheridan Blvd.	Westminster	Colorado	80003	303-847-0860
Cardinal Restaurant Management, LLC	4406 53rd Ave East	Bradenton	Florida	34203	(941)350-8440
Shri Krishna Restaurant Corp. (Ketankumar Patel)	19348 Cortez Blvd.	Brooksville	Florida	34601	352-269-0019
Saarinen's Paradise, LLC (J. Todd & Joyce Saarinen)	7950 Dani Drive, Suite 300	Fort Myers	Florida	33966	(239) 344-9986
Hickory Properties, LLC	2070 Highway 71	Marianna	Florida	32448	(850) 372-3269
Go Cooking, LLC	10071 W. Flagler St, Suite 110	Miami	Florida	33174	(305)671-3554
Stine Real Estate, LLC	9368 Narcoossee Rd.	Orlando	Florida	32824	(407) 922-2175
CABAMF, Inc. (Richard Becker)	5414 Deep Lake Rd. Suite 1152	Oviedo	Florida	32765	407-571-9506
Pensacola Restaurant Group, Inc. (Frank C. Ilderton, Jr.)	100 Pier Park West	Panama City	Florida	32413	808-397-7893
Victor M. Tavarez, Jr.	15951 Pines Blvd.	Pembroke Pines	Florida	33028	(305)499-0793
Lighthouse Ventures, LLC (Timothy "Tim" Hershberger)	7175 N. Davis Hwy.	Pensacola	Florida	32504	850-476-7427

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Franchisee	Outlet Street Address	City	State	Zip	Telephone
RMDS Investments, LLC	10463 Gibsonton Dr.	Riverview	Florida	32257	(813) 817-9133
Thendara Ranch Enterprise, LLC	4001 Clark Road	Sarasota	Florida	33543	(813) 994-9218
James W. Lewis	2119 Tyrone Blvd. N.	St. Petersburg	Florida	33710	727-388-6692
Thendara Ranch Enterprise Wesley Chapel, LLC	2653 Bruce B. Downs Blvd. Suite 101	Wesley Chapel	Florida	33544	813-406-4473
Nitesh Jayshwal	3070 Windward Plaza, Suite E	Alpharetta	Georgia	30005	678-867-0777
Winfield Wilson	3314 Highway 5	Douglassville	Georgia	30135	706-344-2011
Jeffrey Kerkes	535 South Glynn Street, Suite 1002	Fayetteville	Georgia	30214	770-460-5400
Shannon Skains	4005 Winder Hwy. Ste. 160	Flowery Branch	Georgia	30542	648-865-4928
Randy C. Schoening	1610 Ridenour Blvd.	Kennesaw	Georgia	30144	770-427-7655
Nitesh Jayshwal	13075 Hwy. 9 North	Milton	Georgia	30004	770-664-2504
Charles & Carla Kuehl	460 Crosstown Rd.	Peachtree City	Georgia	30269	678-364-9573
Ray Dubois	1109 US Hwy. 80, Unit E	Pooler	Georgia	31322	912-988-1286
Ray Dubois	13051 Abercorn Street	Savannah	Georgia	31419	912-200-3677
Carla Kuehl	15 Thomas Grace Annex Ln.	Sharpsburg	Georgia	30277	770-252-6080
Shannon Haley	2131 Hog Mountain Rd.	Watkinsville	Georgia	30677	706-705-1326
Palouse Restaurant Group, LLC	327 W. Hanley Ave.	Coeur d'Alene	Idaho	83815	(208) 891-0612
Ravinderpal Singh and Anmol Rattan	12 N. Fisher Park Way	Eagle	Idaho	83616	208-938-6615
Exceeding Enterprises, LLC	6708 N. Glenwood St.	Garden City	Idaho	83714	208-853-4259
Patrick & Laura Murdoch	2090 East 17th Street	Idaho Falls	Idaho	83404	208-528-7427
Exceeding Enterprises, LLC	2845 E. Overland Rd. Suite 190	Meridian	Idaho	83642	208-884-8999
Dana & Cheryl Phillips	1807 12th Avenue Rd.	Nampa	Idaho	83686	208-461-0600
Exceeding Enterprises, LLC	16365 N. Marketplace Blvd.	Nampa	Idaho	83687	208-465-2909
Crystal Rubink	799 Cheney Dr.	Twin Falls	Idaho	83301	208-419-3229
Texas Dupage Barbecue, LLC (Willy Mathew)	1332 W 75th St.	Downers Grove	Illinois	60516	630-426-6277

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Franchisee	Outlet Street Address	City	State	Zip	Telephone
Texas Barbecue Chicago, LLC (Willy Mathew)	1448 Waukegan Rd.	Glenview	Illinois	60025	847-724-7675
BBQ Catering, Inc.	6681 Grand Ave Unit A1	Gurnee	Illinois	60031	(262)770-7691
Bill Jensen	3419 Avenue of the Cities	Moline	Illinois	61265	309-797-1100
Ryan McPeek and Lana McPeek	845 S. Perryville Road, #115	Rockford	Illinois	61062	(815) 275-5195
Willy Mathew	206 Danada Square W.	Wheaton	Illinois	60189	630-590-9518
Hitesh Patel	9655 US Highway 36, Suite K	Avon	Indiana	46123	317-451-4794
Teresa Duck	8359 Indianapolis Blvd.	Highland	Indiana	46322	219-923-5776
Rieley Wendell Armour & Steven Lee Ford	8624 Pendleton Pike	Indianapolis	Indiana	46168	(317) 828-0659
ALST TI, Inc.	2551 E. Main St. Suite 100	Plainfield	Indiana	46168	317-839-7100
Ramelito Biscocho	6200 US 6	Portage	Indiana	46368	219-764-9892
Gary Fouts	2310 LaPorte Ave	Valaparaíso	Indiana	46383	219-246-2159
Kobra Restaurants, LLC	3120 Manawa Centre Drive, Suite 400	Council Bluffs	Iowa	68046	(402) 202-8609
Samuel Kafoure	721 Wakarusa Suite 104	Lawrence	Kansas	66049	785-865-1313
Sam Kafoure	7284 W. 121st St.	Overland Park	Kansas	66213	913-338-5900
Eric Wenrich	609 NW Hwy. 24	Topeka	Kansas	66608	785-215-8215
Ryan Wenrich*	2768 N. Maize Road, Suite 100	Wichita	Kansas	67205	316-773-9922
Ryan Wenrich	2244 N. Greenwich Rd., Suite 100	Wichita	Kansas	67226	(785)554-6113
Amgad Rizk	1315 Winchester Rd., Suite 325	Lexington	Kentucky	40505	859-303-7445
David Robinson	285 North Hubbards Lane	Louisville	Kentucky	40207	502-650-9065
David W. Robinson, Jr.	9900 Linn Station Road	Louisville	Kentucky	40222	502-264-1859
Leslie Sharp	12 Carol Road	Winchester	Kentucky	40513	(859) 333-1752
Catherine Long	2620 Beene Blvd.	Bossier City	Louisiana	71111	318-742-9997
Alexander Hill	69292 Hwy. 21 Suite 300	Covington	Louisiana	70433	985-871-2225
Robert Dunning	91 Westbank Expressway, Suite 114	Gretna	Louisiana	70053	(504)330-1141
William "Lee" Waskom	111 Old Camp Road, Suite 106	Lafayette	Louisiana	705080	(337) 806-9400
Marshland Foods, LLC	1736 W. Prien Lake Rd	Lake Charles	Louisiana	70601	(337) 802-9437
The Dunning Management Group - NOLA, LLC	3020 Veterans Memorial Blvd	Metairie	Louisiana	70002	(504) 330-1141
William Lee Waskom	936 University Parkway	Natchitoches	Louisiana	71457	318-238-4227
Robert E. Dunning	6005 Jefferson Hwy.	New Orleans	Louisiana	70123	504-224-6810
MC3 of Bossier City, LLC	7503 Youree Dr. Suite 300	Shreveport	Louisiana	71105	(214) 783-3359

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Matthew B. Long*	4955 North Market	Shreveport	Louisiana	71107	318-222-2645
Alexander Hill	61103 Airport Rd.	Slidell	Louisiana	70460	985-720-0070
Randy W. Miller	3468-70 Emmorton Road	Abingdon	Maryland	21009	443-402-1277
Brian Patnett	15904 Crain Highway	Brandywine	Maryland	20613	301-782-7099
David Spriggs	1121 State Route 3 N.	Grambills	Maryland	21054	410-451-2328
Matthew Stritzinger	445 E. Chicago St.	Coldwater	Michigan	49036	517-278-2330
Peggy Anicka	4825 Carroll Lake Rd	Commerce Township	Michigan	48382	248-360-4055
Jason Irvine	23123 Woodward Avenue	Ferndale	Michigan	48220	248-565-3355
T&T Ventures, LLC	20755 Hall Road	Macomb	Michigan	48044	586-741-5270
Jay Alan Roney	48975 Grand River Avenue, Suite 300	Novi	Michigan	48374	(248) 915-9797
Adam Wilson	44741 Five Mile Rd.	Plymouth	Michigan	48170	248-246-7211
Darren Sondey	1418 N. Rochester Rd.	Rochester Hills	Michigan	48307	248-266-6226
T&T Ventures, LLC	36669 Van Dyke Ave	Sterling Heights	Michigan	48313	(586)221-9010
DreLo Solutions, LLC (Andre Bushell & Loren Akerman)	1201 E Front Street, Unit A	Traverse City	Michigan	49686	(231) 357-1237
Suhani Veer, Inc.	3672 Rochester Rd.	Troy	Michigan	48083	248-250-9263
Perfect Smoke, Inc.	1000 Paul Bunyan Dr. NW Suite 100	Bemidji	Minnesota	56601	218-444-6022
Dean Blinkewitz	250 East Travelers Trail	Burnsville	Minnesota	55337	952-882-4651
D&A Restaurant Group, LLC	214 Pioneer Trail	Chaska	Minnesota	55318	952-361-0199
Tom Eggerud	3090 Courthouse Ln., Suite 100	Eagan	Minnesota	55121	651-905-7725
D&A Restaurant Group, LLC	4960 Miller Trunk Highway	Hermantown	Minnesota	55811	218-260-2271
Paul Bertino	501 Holly Ln.	Mankato	Minnesota	56001	507-625-4227
Dean Blinkewitz	11631 Fountains Dr.	Maple Grove	Minnesota	55369	763-208-1589
Richard Waytashek	5466 St. Croix Trail	North Branch	Minnesota	55056	651-400-7947
7 Revals Corp	1290 Salem Road Southwest	Rochester	Minnesota	55906	(507) 316-7873
Tommie Reno, Jr.	2113 Old Hudson Road	St Paul	Minnesota	55119	(952) 201-3511
Lockett Ventures Keesler, LLC	211 Larcher Road, Food Court, Bldg 4818, Kessler AFB	Biloxi	Mississippi	39540	(228) 229-0027
Earley Enterprises, Inc.	1323 W Government St.	Brandon	Mississippi	39042	(601) 826-3781
John A. Lockett*	3821 Promenade Parkway #A	D'Iberville	Mississippi	39540	228-396-1819

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Steve Earley*	268 Dogwood Blvd.	Flowood	Mississippi	39232	601-992-4200
Dominick Trinca	1452 Highway 1 south	Greenville	Mississippi	38701	(662) 820-4363
Lockett Ventures Gulfport, LLC	11240 Hwy. 49 N, Suite B	Gulfport	Mississippi	39503	228-539-0031
Justin Harris	50 Cross Creek Pkwy	Hattiesburg	Mississippi	39402	601-450-1710
Brent Lambert	2159 Hwy. 15 N.	Laurel	Mississippi	39440	601-428-5855
Steve Earley*	175 Grandview Blvd. Sulite 910	Madison	Mississippi	39110	601-605-4025
Doug Wilkerson	103 South Frontage Rd. Suite 200	Meridian	Mississippi	39301	601-483-3805
Splittree Marketing, Inc.	2311 West Jackson Ave. Suite 301	Oxford	Mississippi	38655	(601)214-6319
Brent Lambert	1225 Highway 42	Petal	Mississippi	39465	601-602-3476
Doug Wilkerson	200 Canal Place, Suite 180	Philadelphia	Mississippi	39350	601-656-5626
Steve Earley*	1201 Highway 49 South #5	Richland	Mississippi	39218	601-487-8139
Marty R. Ballard*	3952 N Gloster St., Suite F	Tupelo	Mississippi	38804	662-840-9500
Wade Bradley	1412 Forum Blvd. Suite 130	Columbia	Missouri	65203	573-303-3167
Danessa Williams	143 Replacement Ave.	Ft. Leonard Wood	Missouri	65536	(417)718-2587
Ryan Wenrich	1348 S Noland Road	Independence	Missouri	66611	(785) 554-6113
David Hammel	9000 NW Skyview Ave.	Kansas City	Missouri	64154	816-505-3900
Ryan Wenrich	2510 NE Vivion Road	Kansas City	Missouri	64118	(785)554-6113
Danessa Williams	2540 Granite Ln.	Lebanon	Missouri	65536	417-532-4227
Ryan Wenrich*	1736 NW Chipman Rd.	Lee's Summit	Missouri	64081	816-554-7427
Ryan Wenrich*	600 S. 291 Highway	Liberty	Missouri	64068	816-407-7427
Wade Bradley	111 N. Massey Blvd.	Nixa	Missouri	65714	417-724-1100
Wade Bradley	1360 Republic Rd.	Springfield	Missouri	65804	417-887-2227
Manoj Patel	1912 South Brentwood Blvd.	St. Louis	Missouri	63144	314-942-1412
Michael Goodale	2519 Montana Ave.	Billings	Montana	59101	406-969-3909
Alexander Weinstein	175 Huton Ranch Road, Suite 115	Kalispell	Montana	59901	(406) 531-9899
JoJo Burns Enterprises, LLC	143 West Broadway	Missoula	Montana	59802	406-203-1557
Kobra Restaurants, LLC (Brandon Kosek)	4102 Twin Creek Dr. Ste. 116	Bellevue	Nebraska	68128	402-905-9673
Witt & Witt Investments, LLC (Rachel Witt)	117 E. 17th	Falls City	Nebraska	68355	402-245-2000
RC Cochran, Inc.	2120 Webb Road	Grand Island	Nebraska	68803	(308) 675-2858
Richard Cochran	222 W. 42nd Street	Kearney	Nebraska	68847	308-234-4696

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<u>Franchisee</u>	<u>Outlet Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Telephone</u>
Will Carter	2662 Cornhusker Ste. 9	Lincoln	Nebraska	68521	402-423-0056
Will Carter	6100 O Street, Suite FC6	Lincoln	Nebraska	68505	402-423-2324
Will Carter	6125 Apples Way te. 209	Lincoln	Nebraska	68516	402-423-0038
S&L Swift, LLC	1926 South 67th Street	Omaha	Nebraska	68116	(903) 216-7195
Joe Nguyen	12241 West Center Rd.	Omaha	Nebraska	68144	402-932-0102
Steven Swift*	15825 West Maple Road, Suite 107	Omaha	Nebraska	68116	402-408-2878
Shannon Legg	3525 South Lincoln Ave.	York	Nebraska	68467	402-362-4227
Gunnar Clark	3250 Retail Drive, Suite 100	Carson City	Nevada	89706	775-883-0100
Jason Rivera	7430 Las Vegas Blvd. South Suite 110	Las Vegas	Nevada	89123	702-220-4227
Jason Rivera	5597 S. Rainbow, Suite 110	Las Vegas	Nevada	89118	702-776-4200
John D. Schouten	6584 N Decatur Blvd	Las Vegas	Nevada	89131	702-655-0027
Douglas and Brigitte Dubin	240 S Hwy 160	Pahrump	Nevada	89048	(775)537-5515
Willidpews BBQ Emporium, Inc.	395 East Plumb Lane	Reno	Nevada	89502	775-324-7427
Dean & Melissa Siracusa	290 Lemmon Drive, Suite 102	Reno	Nevada	89506	775-677-2089
Willidpews BBQ Emporium, Inc.	1650 Robb Drive	Reno	Nevada	89523	775-787-1383
Deepak C. Shah	4320 The 25 Way NE, Suite 650	Albuquerque	New Mexico	87109	505-750-1331
Deepak Shah	1410 Wyoming Blvd NE	Albuquerque	New Mexico	87112	(575)693-7900
Craig Stoabs	3701 Messina Drive	Farmington	New Mexico	87402	(505) 325-2464
Jason Scott	1010 W. Joe Harvey Blvd	Hobbs	New Mexico	88240	575-392-2277
Keith & Tamara Willis	26185 US Hwy 70E, Suite D1	Ruidoso	New Mexico	88346	(575) 631-6378
Abban Westby & Michael Mulcahy	3220 Sheridan Dr.	Amherst	New York	14226	(716) 228-1741
James B. Hickin	160 Clinton Ave.	Cortland	New York	13045	607-222-8000
Carline Jefferson	305 Rockaway Turnpike	Lawrence	New York	11559	516-239-2410
David Nelson	71 Smithfield Blvd.	Plattsburgh	New York	12901	518-324-2271
Yves Le Breton	1789 Central Park Ave.	Yonkers	New York	10710	914-509-6569
Francine Noel	1636 Hendersonville Road	Asheville	North Carolina	28803	828-277-5221
Francine Noel	66 New Clyde Hwy	Canton	North Carolina	28716	828-492-1112
H&R Contracting & Realty, LLC	200 Crossroads Blvd. Suite 100	Cary	North Carolina	27518	919-233-5801
Stacey Hart	15201 B John J Delaney	Charlotte	North Carolina	28277	704-341-7427
Michael Wiemers	235 St. John's Road, Ste 10 & 12	Fletcher	North Carolina	28732	828-303-2190

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Eric Evans	1036 Lenoir Rhyne Blvd. SE	Hickory	North Carolina	28602	828-855-9390
Jerry Brooks	14460 New Falls of Neuse Road	Raleigh	North Carolina	27614	919-263-1422
Eric Davis	6552 Glenwood Ave.	Raleigh	North Carolina	27612	919-436-3995
Eric Davis	10564 S.US Highway 15/501	Southern Pines	North Carolina	28387	910-246-1511
Double E Investments, LLC	5120 South College Road, Suite 104	Wilmington	North Carolina	28451	(910) 233-6562
BF Foods, LLC (Jerry Brooks)	615 Jonestown Road	Winston Salem	North Carolina	27103	(336) 790-3246
Randy Rhone	1720 S. Broadway St.	Minot	North Dakota	58701	701-852-4227
Patrick Harder	1227 Ohio Pike	Amelia	Ohio	45102	513-802-2700
William Bridges	820 Sunbury Road	Delaware	Ohio	43015	740-363-2400
Lynn Kelley Millikin, Jr.	3915 Britton Parkway	Hillard	Ohio	43026	(614)832-3399
William Bridges	8641 Columbus Pike, Ste. 1240	Lewis Center	Ohio	43035	740-549-2400
Randy Daniel*	9540 Mason Montgomery Rd.	Mason	Ohio	45040	513-770-1023
Anthony Salem	960 North Court St.	Medina	Ohio	44256	330-723-2300
Ronald Barnhart	9434 Mentor Ave.	Mentor	Ohio	44060	440-809-8483
Ronald Barnhart	7769 Day Drive	Parma	Ohio	44129	440-882-3808
Randy Daniel*	624 Corwin Nixon Blvd.	South Lebanon	Ohio	45065	513-770-1026
Josh Park	115 SE 12th St. Suite 110	Norman	Oklahoma	73071	405-321-7427
JTS BBQ, Inc.	10821 NW Evergreen Parkway, Suite A	Beaverton	Oregon	97006	(971) 221-5830
Arless "Todd" Saperstein	14700 SW Murray Scholls Dr., Suite 102	Beaverton	Oregon	97007	503-746-5299
John A. Coleman	1680 Coburg Road	Eugene	Oregon	97401	541-393-6650
Roalynn Pace	715 Southgate	Pendleton	Oregon	97801	541-276-6162
JTS BBQ, Inc.	2311 Lloyd Center	Portland	Oregon	97252	(971) 221-5830
Tony & Renee Trinchere	1042 Mill Creek Rd.	Allentown	Pennsylvania	18106	610-366-7484
Gary Rhodes	1211 11th Street	Altoona	Pennsylvania	17754	(414) 801-0154
Meg Heintzelman	3221 Schoenersville Rd.	Bethlehem	Pennsylvania	18017	610-625-2200
Philgate, Inc.	3401 Hartzdale Dr Suite 112	Camp Hill	Pennsylvania	17011	(717) 307-5923
KatKen, LLC	2411 Nazareth Rd	Easton	Pennsylvania	18045	(601)554-1055
Lyndal BBQ, Inc.	3716 Liberty Street	Erie	Pennsylvania	16415	(814) 490-5663
Triple D Restaurants, LLC	30 Wilson Ave	Hanover	Pennsylvania	17331	(717) 579-7204
Sherman "Scott" Lefever	2481 Lincoln Highway East	Lancaster	Pennsylvania	17602	717-435-8444
Silver Springs Barbecue, LLC	6520 Carlisle Pike, Suite 415	Mechanicsburg	Pennsylvania	17050	717-458-0515

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Franchisee	Outlet Street Address	City	State	Zip	Telephone
Lamy Saint-Fleur	65 E. Germantown Pike	Norriton	Pennsylvania	19401	610-292-8800
Gary R. Rhodes	333 Benner Pike	State College	Pennsylvania	16801	814-867-2124
Kenneth E. Lynch	290 Frantz Road	Stroudsburg	Pennsylvania	18360	570-424-0353
Foodielicious, Inc.	96 Trinity Point Drive	Washington	Pennsylvania	15301	(720) 933-6681
Joe Mamary	1185 Highway 315	Wilkes-Barre	Pennsylvania	18702	570-270-2000
Dennis Dacheux, Jr., & Dennis Dacheux, Sr.	330 Town Center Drive	York	Pennsylvania	17408	(717) 792-3273
Verdana Investments, LLC	1915 Old Furnace Rd	Boiling Springs	South Carolina	29316	(817)312-5876
Donnell Brown	10136 Two Notch Rd. Suite 100-B	Columbia	South Carolina	29229	803-699-0727
Randy L. Goings	2003 West Lucas	Florence	South Carolina	29501	843-407-6129
Todd Brents	13921 Asheville Hwy.	Grambling	South Carolina	29348	864-472-2424
CNB Cook & Cater, LLC	11990 Hwy 17 Bypass South	Murrells Inlet	South Carolina	29576	(843) 283-4692
Dennis C. Farmer	3735 Oleander Dr.	Myrtle Beach	South Carolina	29577	843-839-0209
Coastal Dining, LLC	1416 Highway 17 N, Unit 6	North Myrtle Beach	South Carolina	29526	(843) 251-8406
Todd Brents	6001 Wade Hampton Blvd.	Taylors	South Carolina	29687	864-848-0004
Schott Investments, LLC	1565 Haines Ave. Suite E.	Rapid City	South Dakota	55701	605-791-5400
Dacar Group, LLC	6764 Colorado Loop	Spearfish	South Dakota	57783	(303) 653-1391
John Clark	8113 Moores Ln., Ste. 1900	Brentwood	Tennessee	37027	615-622-2818
Marcia Winn	2345 Madison Street	Clarksville	Tennessee	37043	931-368-3030
Anthony "Tony" Hayes	11483 Parkside Drive, Suite 202	Knoxville	Tennessee	37934	865-675-8227
David & Ashley Mullins	70 White Bridge Road	Nashville	Tennessee	37205	(615) 864-4206
Ryan Curtis	5001 US Highway 277 South	Abilene	Texas	79605	325-695-0047
Marble's Eatery, LLC	3711 Beltline Road	Addison	Texas	75001	972-241-1800
Allen 75 BBQ, Inc. (Dale Smith)	405 Central Expwy. South	Allen	Texas	75013	214-495-8877
Ross Johnson	1317 N. Main St.	Andrews	Texas	79714	432-524-2211
TK-P Jones, Inc.	807 South Highway 75, Suite 300	Anna	Texas	75409	214-935-1711
Mohammad Afzal	5530 S. Cooper	Arlington	Texas	76017	817-468-0898
David Boisture	1801 Ballpark Way	Arlington	Texas	76006	817-261-6600
Ghasem Azodi	11416 RR 620 North	Austin	Texas	78726	512-250-8844
Perry Fagan and Maureen Fagan	3000 FM 407, Suite 100	Bartonville	Texas	75028	(214)497-5143

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Franchisee	Outlet Street Address	City	State	Zip	Telephone
Hamid Akhtar & Karembhai Maredia	6110 I-10 E	Baytown	Texas	77521	(281) 421-3101
Super DBP1, LLC	501 N. Industrial Blvd. Suite 100	Bedford	Texas	76021	817-354-5551
Mike Rowland	11824 M 2305	Belton	Texas	76513	254-780-9900
Connie Strickland	2602 South Gregg Street, Suite E-2	Big Spring	Texas	79720	432-714-4733
John Lusk	2710 W. Commerce	Buffalo	Texas	75831	903-322-6666
Ryan Curtis	251 Southwest Wilshire Blvd. Suite 126	Burleson	Texas	76028	817-295-2006
Mohammad Afzal	3220 E. Hebron Parkway	Carrollton	Texas	75010	972-307-1100
Shane Ables	1630 Valwood Pkwy.	Carrollton	Texas	75006	972-280-9191
Mohammad Afzal	2626 N. Josey Ln. #112	Carrollton	Texas	75007	972-446-2700
Mike Lott	1109 B Bay Area Blvd.	Clear Lake	Texas	77062	281-286-7427
Amberly A. Patrick	202 N. Main St.	Cleburne	Texas	76033	817-760-2900
Bobby & Lee Ann Jones	2297 Earl Rudder Fwy. S	College Station	Texas	77845	979-696-5400
John "Aaron" Byrd, Bobby Ross & Jeremy Sims	2202 Live Oak	Commerce	Texas	75428	903-886-8808
Shane Ables	801 South Denton Tap Road	Coppell	Texas	75019	972-393-7800
Jayeshkumar "Jayesh" Patel	2445 W. Northwest Hwy. Suite 106	Dallas	Texas	75220	214-350-3095
Jeffery Bass	2919 Forest Lane	Dallas	Texas	75234	972-247-1534
Allen Bahrami	14999 Preston Road, Suite 100C	Dallas	Texas	75254	972-661-2006
Chris Yi	726 N. Harwood	Dallas	Texas	75201	214-740-1661
David Arterburn	2324 McKinney Ave.	Dallas	Texas	75201	469-248-3149
Maria Saucedo	1201 Elm St. Suite LL5	Dallas	Texas	75270	214-760-2400
Carlos Rodriguez	3254 Irving Blvd.	Dallas	Texas	75247	214-638-5123
Owais Siddiqui	9004 Garland Road	Dallas	Texas	75218	214-321-7018
Joseph Vongsombath*	4475 Adler Dr. Suite 106	Dallas	Texas	75211	214-331-8088
Joseph Vongsombath*	6243 Retail Rd., Suite 400B	Dallas	Texas	75231	469-232-9950
Orange Events, Inc.	2222 Medical District Dr.	Dallas	Texas	75235	(862)219-2629
Farmers Branch Barbecue, LLC (Jeffery Bass)	2919 Forest Lane	Dallas	Texas	75234	(972) 247-1534
JPR Ventures, LLC	4475 Adler Drive, Suite 106	Dallas	Texas	75211	(214) 331-8088
JPR Ventures, LLC	6243 Retail Road, Suite 400B	Dallas	Texas	75231	(469) 232-9950
Van Dai & JPR Ventures, LLC	4727 Frankford Road, Suite 349	Dallas	Texas	75287	(972) 803-6411

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Super DBP2, LLC	3721 S. I-35E	Denton	Texas	76208	940-566-5290
Nick Robinson	2530 W. University, Suite 1110	Denton	Texas	76201	940-228-1151
Sandip Jasiwal	1001 N. Beckley, Suite 116A	DeSoto	Texas	75115	469-567-8341
Stan Hatcher	DFW Airport, Terminal C Gate 6	DFW Airport	Texas	75261	
Stan Hatcher	D/FW Airport, Terminal E, Gate 27	DFW Airport	Texas	75261	972-574-3867
Shawn E. Wash	106 E. Highway 67	Duncanville	Texas	75137	972-584-9099
Araceli & Javier Acosta	750 Sunland Park Dr., BLDG #M03B	El Paso	Texas	79912	(915) 252-0411
Hugo Adrian Gonzalez & Hilario Gonzalez	1513 N Zaragoza Rd	El Paso	Texas	79936	(915)319-8661
Nizamuddin "Sam" Yousaf	401 W. Lennon HWY. 69 North	Emory	Texas	75440	903-473-5599
Patrick MacKay*	13605 Midway Road, Suite 120	Farmers Branch	Texas	75244	972-661-8000
Mohammad Afzal	3320 Long Prairie Road	Flower Mound	Texas	75022	972-691-0197
Sarab Shwani	450 FM 548, Suite 112	Forney	Texas	75126	972-552-9520
Paresh Patel	409 W. Dickinson Blvd	Fort Stockton	Texas	79735	(831) 229-2909
Gregg Hudson	1989 Colonial Parkway	Fort Worth	Texas	76110	817-759-7400
Jeffery Bass	451 University Drive	Fort Worth	Texas	76107	817-231-8813
Super DBP1, LLC	5412 Blue Mound Road	Fort Worth	Texas	76106	817-289-0027
Ryan Curtis	6219 Oakmont Blvd.	Fort Worth	Texas	76132	817-346-0110
Frisco BBQ, Inc. (Dale Smith)	7070 Preston Rd.	Frisco	Texas	75034	972-377-7679
Time Out Barbecue, LLC	6065 Sports Village Rd.	Frisco	Texas	75034	214-705-1674
Dallas Misenhimer & Kristina Mahoney	8075 FM 423, #120	Frisco	Texas	75034	(214) 384-2100
Yasmin Poonawala	6721 Bridge St.	Ft. Worth	Texas	76112	817-451-4899
Jeff Bass	1413 W. Buckingham	Garland	Texas	75042	972-530-3137
Chung C. Yam	3906 US Hwy. 377 East	Granbury	Texas	76048	817-573-2897
Laura Guevara	2469 Dalworth Street	Grand Prairie	Texas	75050	972-641-9044
Mark Wong	3710 S. Carrier Pkwy.	Grand Prairie	Texas	75052	972-318-9659
Joseph Vongsombath*	13100 NW Highway 287 Suite 138	Haslet	Texas	76052	817-439-8028
Glenn Garrett	1510 Corsicana Highway	Hillsboro	Texas	76645	254-221-1076
Wendy J. Ridpath	6184 HIGHWAY 6 NORTH	Houston	Texas	77084	281-345-7528
Wendy Ridpath	6184 Highway 6 N	Houston	Texas	77084	(281) 345-7528
Victor Anaya	9759 FM 1960 Bypass Rd. W	Humble	Texas	77338	281-570-6297
Super DBP1, LLC	1858 Precint Line Rd	Hurst	Texas	76054	817-656-0200

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<u>Franchisee</u>	<u>Outlet Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Telephone</u>
Mario Acosta	5330 N. MacArthur Blvd. Suite 168	Irving	Texas	75038	972-580-1917
Debra Haakinson	2912 N. Beltline Rd.	Irving	Texas	75062	972-255-0033
MAAK Barbecue, LLC (Michael & Sabrina Gonzales)	100 Kings Fort Parkway, Suite 107	Kaufman	Texas	75142	(972) 962-0025
David Boisture	711 Keller Parkway	Keller	Texas	76248	817-741-7676
Thomas E. Freeman	881 Junction Highway	Kerrville	Texas	78028	830-792-0757
Ediha Food, Inc.	1100 Lowes Blvd., Suite 400	Killeen	Texas	78621	(512) 560-1470
Smokey Bites, LLC	532 Kingwood Dr.	Kingwood	Texas	77339	832-644-6879
Urmesh Dahya	5695 Kyle Parkway, Suite 100	Kyle	Texas	78640	512-268-3200
Nikki L. Wisdom	512 College Ave.	Levelland	Texas	79336	806-568-7675
Ryan's BBQ, LLC	1511 Justin Rd., Suite 118A	Lewisville	Texas	75077	972-317-3400
JHM Preserve, LLC	2587 FM-423, Suite 100	Little Elm	Texas	75068	469-362-6776
Aftab Ali Bawani	11978 Highway 59 North	Livingston	Texas	77351	936-398-2655
Evan Brown	5412 Slide Road, Suite 100	Lubbock	Texas	79414	806-791-5300
Evan Brown	5217 98th Street, Suite 900	Lubbock	Texas	79424	806-698-1798
Aziz R. Maredia	795 S. Main St.	Lumberton	Texas	77657	409-227-4098
Aftab Ali Bawani	6011 FM 1488, Suite C	Magnolia	Texas	77534	281-259-5619
Mansfield Barbecue, LLC	3807 East Broad Street	Mansfield	Texas	76063	817-717-7295
McKinney BBQ, Inc. (Dale Smith)	8628 Hwy. 121	McKinney	Texas	75070	972-727-1300
MJ Breaux	3700 Gus Thomasson	Mesquite	Texas	75150	972-686-6822
Gary Haskell	5210 W. Wadley, Suite 100	Midland	Texas	79707	432-689-4500
Haskell Restaurant Group 4, LLC	600 W Wadley	Midland	Texas	79705	(432)212-3595
Haskell Restaurant Group 5, LLC	2212 South Rankin Hwy	Midland	Texas	79701	(432) 212-3595
Jeff & Erik Moosa	3505 South St.	Nacogdoches	Texas	75964	936-559-5461
Nadirali Momin	501-B West Washington Ave.	Navasota	Texas	77868	(832) 528-7534
Azizbjai Maredia and Roshanben Maredia	1629 S Highway 69	Nederland	Texas	77627	(409) 932-3832
KDE Operations, LLC (Kenneth Elliott)	272 FM 306 Suite 128	New Braunfels	Texas	78130	(713) 775-5606

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Super DBP1, LLC	5209 Rufe Snow	North Richland Hills	Texas	76180	817-656-9999
Ismael Castro & Sergio Luna	8509 Davis Bld., Suite 180	North Richland Hills	Texas	76182	(469) 358-7742
Gary Haskell	6105 E. Highway 191	Odessa	Texas	79762	432-362-1000
Haskell Restaurant Group 2, LL	2701 North County Rd West	Odessa	Texas	79764	(432)212-3595
Abdul Rahman	2327 Lutchter Drive	Orange	Texas	77630	(409) 920-4033
Preston Road BBQ, Inc. (Dale Smith)	4032 Preston Rd	Plano	Texas	75093	972-398-3030
Philip Lezar	1441-A Coit Road	Plano	Texas	75075	972-867-2901
Syed & Sabrina Rahman	5031 Alma Road	Plano	Texas	75013	(214) 492-3105
Muhammad Afzal	1211 14th Street	Plano	Texas	75074	(972) 423-9960
Daniel Lee Allen	501 E. Princeton Dr.	Princeton	Texas	75407	972-736-6442
Tesia Runnels	502 N. IH-35	Red Oak	Texas	75154	972-576-2121
Arapaho BBQ, Inc. (Dale Smith)	1150 North Plano Rd	Richardson	Texas	75081	972-907-8494
Time Out Barbecue, LLC	2160 N. Coit Road, Suite 146	Richardson	Texas	75080	972-644-9000
Ufoma David Vese and Regina K. Vese	7850 W Grand Pkwy S	Richmond	Texas	77407	(832) 798-5038
Super DBP1, LLC	1224 US 377 Suite 221	Roanoke	Texas	76262	817-491-3100
Leeminis Enterprises, Inc.	2951 Ridge Road, Suite 119	Rockwall	Texas	75032	972-722-7776
Jerry G. Wade	661 Louis Henna Blvd. Suite 330	Round Rock	Texas	78664	512-244-2877
Sami Ebrahim	1700 Dalrock Road	Rowlett	Texas	75088	972-475-1400
Guy New	5701 PGBT Suite 110	Rowlett	Texas	75089	972-412-0667
Gary T. Allen	4520 Sherwood, Suite 109	San Angelo	Texas	76901	325-949-4271
Marc Cohen	6531 FM 78, Suite 102	San Antonio	Texas	78244	210-560-3227
Stephen Cohen	7247 Bandera Rd.	San Antonio	Texas	78238	210-520-0833
ATX Restaurant Partners, LLC	834 NW Loop 410, Suite 105	San Antonio	Texas	78216	210-979-7733
Agustin Tellez, Jr. and Isela Chamberlain	7431 NW Loop 410, Suite 115	San Antonio	Texas	78251	(210) 393-4507
Agustin Tellez & Isela Chamberlain	20821 US HY 281 North Ste 116	San Antonio	Texas	78258	(210) 393-4507

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Scotty M. Johnson	701 N. Main	Seminole	Texas	79360	432-758-1010
Bill Douglass	529 W. Lamar St.	Sherman	Texas	75090	903-870-2083
Southlake Barbecue, LLC	260 N. Kimball Ave., Suite 262	Southlake	Texas	76092	817-442-5700
TME BBQ, LLC (Michael & Teresa Elwood)	1614 Louetta Road	Spring	Texas	77388	(281) 907-6000
Abid Masood	100 E Hwy 199	Springtown	Texas	76082	817-523-2033
Amish Patel	5207 Brodie Ste. 115	Sunset Valley	Texas	78745	512-892-2283
David Arterburn	5745 E. TX-121	The Colony	Texas	75056	469-888-4295
Jeff Baker	10700 Kuykendahl Road	The Woodlands	Texas	77381	281-298-8422
John D. Huml	1501 WSW Loop 323	Tyler	Texas	75701	903-534-7073
True Blue Plus a Few 8-28, LLC	4201 College Dr.	Vernon	Texas	76384	940-553-4227
Ryan Curtis	5900 Bosque Blvd	Waco	Texas	76710	254-751-1232
Ronald & Vickie Baucom	Road Ranger Truck Stop, 6615 N IH-35	Waco	Texas	75705	(432) 448-1053
Shane Ables	1009 Highway 77 N.	Waxahachie	Texas	75165	972-937-3030
Joseph Vongsombath*	1001 Hwy. 377	Whitesboro	Texas	76273	469-358-7742
BBQ4U Whitesboro, Inc. & JPR Ventures, LLC	1001 Highway 377	Whitesboro	Texas	75042	(469)358-7742
True Blue Plus a Few 8-28, LLC	3911 Lawrence Rd. Suite 600	Wichita Falls	Texas	76308	940-692-4227
M.J. Breaux	1301 Century Way	Wylie	Texas	75098	972-429-8525
Brady River Tiffany	1190 South Sage Dr. Sutie D&E	Cedar City	Utah	84720	435-865-2716
Jason Huang	162 E. 13800 S. and Bangerter Hwy. E-6	Draper	Utah	84020	801-572-2299
Jensen Food Franchise, LLC	290 N. Central Ave.	Farmington	Utah	84025	801-939-3030
Kevin & Barbara Davis	595 South Main Street	Heber City	Utah	84032	435-657-2278
Arch Investment Group, LLC	2056 N. Hill Field Rd.	Layton	Utah	84041	801-825-1059
Kory Boyd	2951 W. Clubhouse Dr.	Lehi	Utah	84042	801-766-9076
Michael Argyle	55 E. 1400 N. Suite 120	Logan	Utah	84341	435-753-7681
Red Corner II, LLC	1082 E. Fort Union Blvd. Suite 23	Midvale	Utah	84047	801-561-3227

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Ronald Mumford II, Daniel Barton, and Stephanie Barton	1241 Center Drive, Suite L-100	Park City	Utah	84098	(801) 809-7753
Ahmad Vedadi	12575 South Rhetski lane, Suite 103	Riverton	Utah	84065	801-256-6574
Jensen Food Franchise, LLC	1830 South 355 W. Suite B	Salt Lake City	Utah	84115	801-467-6984
Jason Huang	5578 South Redwood Rd. Suite D	Taylorsville	Utah	84123	801-803-6848
Marc Carpenter	1024 N. Main St. Suite B	Tooele	Utah	84074	435-241-5103
Jason Huang	7742 Campus View Dr., Suite 130/ Building B	West Jordan	Utah	84084	801-921-4106
Matthew T. Jensen	2592 South 5600 West #103	West Valley	Utah	84120	801-969-6600
James Wright, Jr.	6451 Old Beluah Street	Alexandria	Virginia	22315	(917) 603-8158
Rufus Littlejohn	14260 G&H Centerville Square	Centerville	Virginia	20121	571-281-4846
Patnett Investment Group, LLC	11199-F Lee Highway	Fairfax	Virginia	22030	703-865-4333
James Wright, Jr. and Eric Wilborne	10008 Southpoint Pkwy. Suite 100	Fredericksburg	Virginia	22407	540-710-0700
The Smoke Shack, LLC	9809 West Broad Street	Glen Allen	Virginia	23060	804-527-1318
Stuart Abbitt	4017 Wards Road	Lynchburg	Virginia	24502	434-237-8465
The Smoke Shack, LLC	7037 Forest Hill Ave.	Richmond	Virginia	23225	804-323-1318
Rutledge A. Simmons*	2750- J Gallows Road	Vienna	Virginia	22180	703-722-9152
Maricela Messner	2524 South Pleasant Valley Rd.	Winchester	Virginia	22601	540-665-1000
Gary & Megan Deeping	1118 Outlet Collection Way, SW Ste. 105	Auburn	Washington	98001	253-333-2991
Daniel C. Hsu	14150 NE 20th street, Suite E	Bellevue	Washington	98007	425-747-4659
Ted Barrans	21109 State Rte. 410 E. Suite G4A	Bonney Lake	Washington	98391	253-862-0425
Gary Depping	27149 185th Ave SE, #113	Conington	Washington	98042	253-243-7697
Chad Manivanah	617 SW 128th Street, Suite 107	Everett	Washington	98204	425-265-0041
TLD Enterprises Gig Harbor, LLC	4726 Borgen Blvd	Gig Harbor	Washington	98332	(360) 620-5017
Rachel Tyra	710 NW Gilman Blvd. Suite D105	Issaquah	Washington	98027	425-392-2336
Dan R. Pelfrey*	122 Highway 395	Kennewick	Washington	99336	509-396-9898
Ted Barrans	1426 W. Meeker St., Ste 102	Kent	Washington	98032	253-852-5251
Gina F. Young	1001 Cooper Point Rd. Suite 175	Olympia	Washington	98502	360-705-1600

Exhibit M

Franchisee	Outlet Street Address	City	State	Zip	Telephone
Thomas Driver*	1800 Mile Hill Drive, Suite: 160 and 170	Port Orchard	Washington	98366	360-602-0424
TLD Enterprises, Inc.	21800 Market Place NW, Suite 101	Poulsbo	Washington	98370	(360) 620-5017
Tim Barrans	3932 S. Meridian	Puyallup	Washington	98373	253-845-5061
Dan Pelfrey & Heather Pelfrey	2530 Queensgate Drive	Richland	Washington	99352	(435) 890-9073
Palouse Restaurant Group, LLC	12628 North Division Street	Spokane	Washington	99218	509-465-9999
Theresa McCarty	14720 East Sprague	Spokane Valley	Washington	97062	(425) 466-3440
Gary Deeping	8425 S. Hosmer St. Suite 106	Tacoma	Washington	98444	253-267-1899
Benjamin Harris	5104 6th Ave. Suite 102	Tacoma	Washington	98406	253-301-1937
South Sound Barbecue, LLC	516 N. Wilbur	Walla Walla	Washington	98838	(253) 691-5661
Anna Mahoney	2706 W Nob Hill Blvd	Yakima	Washington	98902	509-388-0637
Perry McKinney	763 Ritter Drive	Beaverton	West Virginia	25813	681-238-5603
Stephanie Reeves*	1002 N. Eisenhower Dr.	Beckley	West Virginia	25801	304-252-7675
Stephanie Reeves*	2004 Harper Road	Beckley	West Virginia	25801	681-207-7032
Vic Malhorta	538 Emily Dr.	Clarksburg	West Virginia	26301	304-841-0247
Bonnita Pena	9001 Middletown Mall	Fairmont	West Virginia	26554	304-366-6636
WV Barbecue, Inc.	536 N. Jefferson Street	Lewisburg	West Virginia	34901	(304) 731-3375
Randy Miller*	1111 Van Voorhis Road Suite 1	Morgantown	West Virginia	26505	304-381-2460
Stephanie Reeves*	837 Robert C. Byrd Dr.	Sophia	West Virginia	25921	304-683-4742
Jared Trapp	311 E. Clairemont Ave.	Eau Claire	Wisconsin	54701	715-830-9790
Glendale Barbecue, LLC	6969 N. Port Washington Rd Suite B120.	Glendale	Wisconsin	53217	(414)254-0247
William Bill Zimmerman	11880 74th Place, Suite C	Kenosha	Wisconsin	53142	262-287-9889
Nick Ziegler	4833 Anamark Dr. Suite 200	Madison	Wisconsin	53704	608-249-4205
Nick Ziegler	8225 Greenway Boulevard, Suite 100	Middleton	Wisconsin	53562	608-827-9000
PovoHat LLC*	15175 W National Ave	New Berlin	Wisconsin	53151	262-649-7043
PovoHat LLC*	1273 Capitol Dr.	Pewaukee	Wisconsin	53072	262-696-6034
Kevin T. Shank	2719 Claumet Dr.	Sheboygan	Wisconsin	53083	920-783-6789
Flanery Foods, LLC	2111 Stewart Ave.	Wausau	Wisconsin	54401	715-803-8585
Wauwatosa Barbecue, LLC (Sherri PovoLo & Craig Hatfield)	3180 North 124th street	Wauwatosa	Wisconsin	53222	844-6-DICKEYS

Exhibit M

<u>Franchisee</u>	<u>Outlet Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Telephone</u>
West Milwaukee Barbecue, LLC (Craig Hatfield & Sherri Povolo)	2149 Miller Park Way	West Milwaukee	Wisconsin	53219	414-384-4227
Nathaniel Schott	1400 Dell Range Blvd, Suite 085A	Cheyenne	Wyoming	82009	307-635-2939
Nathaniel Schott & Patrick Schott	2410 Grand Avenue	Laramie	Wyoming	82070	(307)640-4900
Lesly K. Solano	76 Gateway Blvd.	Rock Springs	Wyoming	82901	307-382-7427

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**LIST OF FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENT BUT OUTLET
NOT OPEN AS OF MAY 31 2017**

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1417	Tiffany Oder	Avondale (99th / McDowell)	AZ	(928) 279- 2608
1586	JAX BBQ, LLC (John & Carmina McEachron)	Benson	AZ	(520) 559- 0470
1310	Smokin AZ 1310, LLC (Jeremy & Yolanda Steele)	Chandler	AZ	(480) 361- 8053
1415	Tiffany Oder	Goodyear	AZ	(928) 279- 2608
1447	Saul Guerrero	Peoria	AZ	(520) 419- 3726
1449	Tiffany Oder	Phoenix	AZ	(928) 279- 2608
1414	Tiffany Oder	Peoria (75th & Bell)	AZ	(928) 279- 2608
1643	Hisham Beydoun	San Tan Valley	AZ	(480) 415- 7135
1644	Hisham Beydoun	Gilbert	AZ	(480) 415- 7135
1530	Nathan & Laura Pomeroy	Scottsdale	AZ	(916) 765- 4196
1577	Erik Forrest	Scottsdale	AZ	(602) 758- 0998
1413	Tiffany Oder	Surprise	AZ	(928) 279- 2608
1416	Tiffany Oder	Tolleson	AZ	(928) 279- 2608
1380	Kerry Lam	Alhambra	CA	(626) 232- 0765
1161	Ms. Sia V. Tai	Auburn	CA	(916) 208- 9361
1535	Azusa BBQ Pit, Inc.	Azusa	CA	(626) 375- 2176
1580	Chuckwagon Smokies, LLC (Hannah and Revis Jarnagin)	Barstow	CA	(760) 792- 3118
1604	Elton Anderson	Carson	CA	(310) 505- 2039
1401	Amrik Singh	Ceres	CA	(209) 499- 4759
1358	Deepinder Grewal	Delano	CA	(661) 900- 9578
1534	Alex K. Roth, Inc.	El Segundo	CA	(951) 609- 5478

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1592	Caleb Cabrera	Fontana	CA	(626) 378-2393
1538	Barbecue, LLC	Foothill Ranch	CA	(949) 282-7859
812	R&R Restaurants, LLC	Fresno	CA	(559) 904-4547
1480	Kelvin Solomon	Huntington Beach	CA	(562) 537-7302
1581	Gerardo Guevara	La Canada	CA	(760) 550-2766
1519	Alex K. Roth, Inc.	Lomita	CA	(951) 609-5478
1512	Deyong Wen	Long Beach	CA	(626) 662-4438
1407	Tucker Family Restaurants, LLC	Menifee	CA	(760) 550-5575
1088	Andrew Lee	Montclair	CA	(626) 375-2176
1338	Charles & Tiffany Armstrong	Oakland	CA	(925) 481-1145
1272	James & Eun Young Thornton	Pacific Beach	CA	(702) 266-6233
1284	Tucker Family Restaurants, LLC	Perris	CA	(760) 550-5575
1493	Valmarie & David Duncan	Placerville	CA	(530) 409-2416
1591	Caleb Cabrera	Rancho Cucamonga	CA	(626) 378-2393
1249	Steven Frydrych	Rancho Mirage/Palm Desert	CA	(760) 409-9029
1385	Tucker Family Restaurants, LLC	Redlands	CA	(760) 550-5575
1614	Mike Gebrael	San Bernardino	CA	(714) 457-9366
1467	Tucker Family Restaurants, LLC	San Diego	CA	(760) 550-5575
1122	Foods Circle, Inc. (Harish Sharma)	San Dimas	CA	(951) 743-4319
1320	Merna Girgis	Santa Monica	CA	(424) 558-1244
1308	Gurjeet "Gary" Chhina	Santa Barbara	CA	(805) 479-1094
1462	Tucker Family Restaurants, LLC	University Square/ Lemon Grove	CA	(760) 550-5575
1547	Best Grill Foods, LLC (Harish & Neha Sharma)	Upland	CA	(951) 732-4319

Exhibit M

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1336	Harmanjit Dhesi	Westley	CA	(209) 895-7005
1550	Robert Rusnak and Barbara Rusnak	Colorado Springs	CO	(719) 964-7250
1127	Finger Lickin' Brands	Dillon	CO	(801) 756-0700
1651	Stanley Jean-Baptiste	Aventura	FL	(561) 674-6322
1221	John "Jack" Chubb	Brandon	FL	(559) 433-7491
1658	Ruth Harris	Daytona Beach	FL	(407) 443-6349
1526	Go Cooking, LLC (Pierenzo Giannelli & Katyuska Rivas)	Doral	FL	(305) 776-4213
1468	Saارينen's Paradise, LLC	Fort Myers	FL	(815) 708-5077
1286	Stine Real Estate, LLC	Lake Mary	FL	(321) 284-6315
1640	Saurabh Patel	Land O'Lakes	FL	(727) 647-4959
1608	Demar Dotson	Tampa	FL	(813) 390-6505
1555	Nitesh Jayshwal	Cumming	GA	(770) 655-7373
1378	Chase Wales, Danny Roper, & Chase Roper	Cumming	GA	(678) 936-0029
1619	Kantorbri Sanchez Smith	Snellville	GA	(864) 622-9115
1391	John "Jack" Chubb	Hawaii	HI	(913) 994-9218
1576	Rowell Crivello	Kailua	HI	(808) 277-6601
1634	Daniel Mabalot	Oahu	HI	(808) 255-7463
967	Ryan Wenrich	Wichita	KS	(785) 554-6113
1607	Marshland Foods, LLC	Sulphur	LA	(337) 802-9437
1659	Lawrence Jones	Andover	MA	(339) 227-2351
1600	A2BBQ, LLC (William & Rebecca Kaufman)	Ann Arbor	MI	(734) 355-0166
1309	Carrie & Edward Wenzel	Auburn Hills/ Lake Orion	MI	(248) 830-0435
1568	Brandy Folks	Downtown Detroit	MI	(313) 407-1108

Exhibit M

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1582	Joan Dahl	Rockford	MI	(616) 821-3009
1172	T&T Ventures, LLC (Carrie & Ed Wenzel)	Sterling Heights	MI	(248) 830-0435
1528	DreLo Solutions, LLC (Andre Bushell & Loren Akerman)	Traverse City	MI	(810) 288-1046
476	Perfect Smoke, Inc.	Bemidji	MN	(218) 780-6253
1611	Cambridge Fuel, Inc. (Scott Frayn)	Cambridge	MN	(763) 200-6221
1138	Ryan Wenrich	Wyandatte Plaza	MO	(785) 554-6113
1603	RRMM, Inc.	Albermarle	NC	(704) 207-5990
891	Randall "Randy" Rhone	Mandan	ND	(701) 471-9451
1546	Himanshu Patel	Somerset	NJ	(914) 490-3356
1612	Biraj Patel	Egg Harbor Township	NJ	(609) 437-3231
1674	Mark Moisa	Carlsbad	NM	(575) 499-6507
1650	UFP DKY Store #102, LLC	Meadows Mall Las Vegas	NV	(702) 701-3507
1656	Kim Fewlass	Summerlin	NV	(725) 400-7446
1405	Abban Westby and Michael Mulchay	Buffalo	NY	(716) 228-1741
1561	Daniel Terlizzi	Kingston	NY	(973) 600-6235
1445	Columbus Barbecue Company, LLC (Lynn Kelley Millikin)	Hilliard/Columbus	OH	(614) 832-3399
1292	Randy & Kevin Daniel	Springsboro	OH	(513) 404-3953
1397	Kitty Jo Ours	Wooster	OH	(330) 988-0639
1439	JTS BBQ, Inc.	SW Portland	OR	(971) 221-5830
1350	Philgate, Inc. (Brandon Philp)	Camp Hill	PA	(717) 307-5923
1486	Ramesh Patel	Carlisle	PA	(717) 386-3047
806	Silver Springs Barbecue, LLC (Gary Rhodes, Jr.)	Mechanicsburg	PA	(681) 443-6082
1329	Triple D Restaurants, LLC (Dennis Dacheux, Jr.)	York	PA	(717) 424-6513

Exhibit M

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1429	Nicholas Coughlin	Pigeon Forge	TN	(601) 573-6430
1578	Ronald Burkett	Lebanon	TN	(615) 779-6939
1366	Anil Momin	Houston	TX	(713) 822-4373
1633	Guillermo Enrique Hayaux du Tilly	Alliance	TX	(817) 301-8175
1508	Amarillo BBQ Investment Group, LLC (Justin Howe)	Amarillo	TX	(806) 681-5212
1542	Yat Hong Tam	Arlington	TX	(510) 282-2288
1516	Hamid Akhtar & Karembhai Maredia	Baytown	TX	(832) 660-5546
1556	Nadirali Momin	Brookshire	TX	(832) 528-7534
1498	Tracy Taylor	Center	TX	(509) 496-3847
1322	Anil Momin	City of El Campo & City of Houston	TX	(713) 822-4373
1460	HCB Enterprises, LLC (Shaun Martin)	Crossroads/Aubrey	TX	(561) 654-5583
1203	Netaji Venkat Gummadi	Dallas	TX	(862)219-2344
984	Haskell Restaurant Group 3, LLC (Gary Haskell)	Ector County	TX	(432) 212-3595
1606	Prem Kalidindi	Eules/Colleyville	TX	(917) 769-8014
1565	Clifford Stauffer	Forney	TX	(318) 762-8007
1548	John McClure	Friendswood	TX	(281) 798-1477
1639	Odoleh Integrated Services, LLC (Aboyi Olokpo)	Fulshear	TX	(281) 762-0075
1442	Red River Stop, LLC (Minhas "Mike" Ladiwalla)	Gainesville	TX	(925) 250-2246
1184	Kashif Kabani	Galveston	TX	(713) 478-2193
1497	Mahendi Maknojia	Hockley	TX	(281) 627-0415
1536	Eric Kim & Young Kim	Houston (Fry Rd & I-10)	TX	(281) 716-0870

Exhibit M

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1511	Very Tasty Food Business, Inc. (Karim Ali Momin)	Houston (Miller Road 2)	TX	(832) 526-8205
1655	Amin Abdelkarim	Hurst	TX	(817) 210-8053
1523	MAAK Barbecue, LLC (Michael Gonzales)	Kaufman	TX	(214) 808-5958
1377	WongDam, Inc. (Mark Wong)	Kennedale	TX	(214) 505-2882
1559	Zaki Niazi	Kingwood	TX	(832) 492-1404
1648	Michele & Clifford "Allen" Kent	Marble Falls	TX	(254) 383-6906
1459	Shaun Martin	Garland	TX	(561) 654-5583
1616	Rex Christy IV	Mont Belvieu	TX	(713) 585-5467
1531	Muhammad Afzal	Murphy	TX	(214) 755-4401
1437	Abdul Rahman	Orange	TX	(409) 782-9486
1615	R&J Foods, Inc. (Tarek Ramadan)	Plano	TX	(562) 879-8000
1484	Shaun Martin	Prosper	TX	(561) 654-5583
1560	Alberto Abchi Nain	Richardson (I-75/President George Bush Highway)	TX	(214) 259-6934
1573	Hinsdale Properties, LLC	Richardson	TX	(214) 995-2957
1574	Hinsdale Properties, LLC	Richardson	TX	(214) 995-2957
1517	Kenneth Elliott	San Marcos	TX	(713) 775-5606
1563	Roshan Jesani	Sinton	TX	(832) 419-7860
1379	Amrinder LLC (Paramjit Singh Toor)	Sweeny	TX	(409) 554-2545
1638	Robert Echols	Pecos	TX	(432) 770-6370
1660	Malakees Porter, Inc. (Khandaker Alam)	Porter	TX	(832) 798-0316
875	Rufus Littlejohn	Springfield	VA	(703) 509-5258
1589	Mario Aguilar	Arlington	VA	(703) 655-6963

Exhibit M

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1601	Christopher Mills	Ashburn	VA	(202) 834-2490
1642	Roger Wright	King George	VA	(540) 226-2497
993	TLD Enterprises Gig Harbor, LLC (Dr. Thomas Driver)	West Bremerton	WA	(360) 620-5017
1316	Palouse Restaurant Group, LLC	Airway Heights	WA	(208) 319-4748
1029	Dan Pelfrey & Heather Pelfrey	Pasco	WA	(435) 890-9073
1398	Daniel Pelfrey	Pullman	WA	(435) 890-9073
1345	Six Shooter BBQ, LLC (Anthony Falbo)	Appleton	WI	(262) 497-5778
1274	Smokin' Visk, LLC (Lawrence Visk)	Oak Creek	WI	(262) 384-4227
1417	Tiffany Oder	Avondale (99th / McDowell)	AZ	(928) 279-2608
1586	JAX BBQ, LLC (John & Carmina McEachron)	Benson	AZ	(520) 559-0470
1310	Smokin AZ 1310, LLC (Jeremy & Yolanda Steele)	Chandler	AZ	(480) 361-8053
1415	Tiffany Oder	Goodyear	AZ	(928) 279-2608
1447	Saul Guerrero	Peoria	AZ	(520) 419-3726
1449	Tiffany Oder	Phoenix	AZ	(928) 279-2608
1414	Tiffany Oder	Peoria (75th & Bell)	AZ	(928) 279-2608
1643	Hisham Beydoun	San Tan Valley	AZ	(480) 415-7135
1644	Hisham Beydoun	Gilbert	AZ	(480) 415-7135
1530	Nathan & Laura Pomeroy	Scottsdale	AZ	(916) 765-4196
1577	Erik Forrest	Scottsdale	AZ	(602) 758-0998
1413	Tiffany Oder	Surprise	AZ	(928) 279-2608
1416	Tiffany Oder	Tolleson	AZ	(928) 279-2608
1380	Kerry Lam	Alhambra	CA	(626) 232-0765
1161	Ms. Sia V. Tai	Auburn	CA	(916) 208-9361

Exhibit M

<u>Store Number</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number</u>
1535	Azusa BBQ Pit, Inc.	Azusa	CA	(626) 375-2176
1580	Chuckwagon Smokies, LLC (Hannah and Revis Jarnagin)	Barstow	CA	(760) 792-3118
1604	Elton Anderson	Carson	CA	(310) 505-2039
1401	Amrik Singh	Ceres	CA	(209) 499-4759
1358	Deepinder Grewal	Delano	CA	(661) 900-9578
1534	Alex K. Roth, Inc.	El Segundo	CA	(951) 609-5478
1592	Caleb Cabrera	Fontana	CA	(626) 378-2393
1538	Barbecuecrew, LLC	Foothill Ranch	CA	(949) 282-7859
812	R&R Restaurants, LLC	Fresno	CA	(559) 904-4547
1480	Kelvin Solomon	Huntington Beach	CA	(562) 537-7302
1581	Gerardo Guevara	La Canada	CA	(760) 550-2766
1519	Alex K. Roth, Inc.	Lomita	CA	(951) 609-5478
1512	Deyong Wen	Long Beach	CA	(626) 662-4438
1407	Tucker Family Restaurants, LLC	Menifee	CA	(760) 550-5575
1088	Andrew Lee	Montclair	CA	(626) 375-2176
1338	Charles & Tiffany Armstrong	Oakland	CA	(925) 481-1145
1272	James & Eun Young Thornton	Pacific Beach	CA	(702) 266-6233
1284	Tucker Family Restaurants, LLC	Perris	CA	(760) 550-5575
1493	Valmarie & David Duncan	Placerville	CA	(530) 409-2416
1591	Caleb Cabrera	Rancho Cucamonga	CA	(626) 378-2393

**LIST OF FRANCHISEES WITH TERMINATED, CANCELLED, NON-RENEWED, OR
TRANSFERRED OUTLETS AND FRANCHISEES WHO CEASED TO DO BUSINESS OR
HAVE NOT RECENTLY COMMUNICATED WITH DICKEY'S AS OF MAY 31, 2017**

State	City	Franchisee	Phone Number
AR	Siloam Springs	Terry & Marsha Tracy	(479)871-8286
AR	Springdale	Matt Womack	(720)810-4534
AZ	Scottsdale	Arizona Barbeque, LLC	(720)810-4534
AZ	Tucson	Celebrated Affairs Catering, Inc.	(615) 713-8702
AZ	Tucson	Celebrated Affairs Catering, Inc.	(615) 713-8702
AZ*	Winslow, AZ	Hamid "Tony" Khatirine, Nicolas John Bokides, and Nicolas William Bokides	(209)649-3808
C	Don Stevenson	Golden	303-278-3020
CA	Ann & Raymond Snook	Folsom	916-550-9525
CA	Ann & Raymond Snook	Rancho Cordova	916-858-8195
CA	Assim Shammami	Alpine	619-722-6052
CA	Bryan Roche*	Santa Maria	805-925-6600
CA	Bryan Roche*	Ventura	805-212-4240
CA	Damon & Shantel Owens	Concord	925-689-5525
CA	Damon Owens	Brentwood	925-240-8600
CA	Edward W. Lew*	Beaumont	951-267-3480
CA	Hollister	Barreno Enterprises, LLC	(209)534-3516
CA	Jatindera Singh Grewal	Woodland	530-406-0227
CA	Joseph "Joey" Menichini	Woodland Hills	818-313-9700
CA	Joshua McLaughlin	Temecula	951-296-5105
CA	Kelly Brooks	Tulare	559-697-0061
CA	Kelly Brooks	Visalia	559-697-0060
CA	Lodi	4 U SMC, Inc.	(209)603-7254
CA	Manteca	4 U SMC, Inc.	(209)603-7254
CA	Modesto	Dianne Marsh-King	(209)681-7681
CA	Park West Place	4 U SMC, Inc.	(209)603-7254
CA	Pinole	Anthony LoForte and Sherry LoForte	(925)286-7327
CA	Pleasant Hill	Anthony LoForte and Sherry LoForte	(925)286-7327
CA	Porterville	R&R Restaurants, LLC	(559)904-5475
CA	Richard Foiles	Buena Park	714-882-5875
CA	Richard Wolcott	Jackson	209-223-2748
CA	Rod S. Cockrum	Stockton	209-957-7427
CA	San Ramon	SLH Adventures, LLC	(925)470-6187
CA	Sunnyvale	R.N.D. Enterprises, LLC	(209)613-6640
CA	Todd Morley	San Marcos	760-738-8900
CA	Tracy	Kyle Berkich & Ted Trujillo	(925) 325-6976
CA*	Asuza, CA	Andrew Lee	(626)375-2176
CA*	Chula Vista, CA	Javier Rogelio Arauzo Elizondo and Lorena Del Carmen Perez Arnabar	(715)856-8063

Exhibit M

<u>State</u>	<u>City</u>	<u>Franchisee</u>	<u>Phone Number</u>
CA*	Culver City, CA	Victor Manes	(310)995-4557
CA*	Hollister, CA	Barrreno Enterprises, LLC	(209)534-3516
CA*	Loma Linda, CA	LS Subs, Corp.	(760)819-2430
CA*	Manhattan Beach, CA	Fernando Sarinana	(310)560-1809
CA*	Marina del Rey, CA	Joseph Menichini	(213)494-1867
CA*	Newport Beach, CA	Michael Rollino & Dillon Hassan	(714)588-4154
CA*	Park West Place, CA	4 U SMC, Inc.	(209)603-7254
CA*	Porterville, CA	R&R Restaurants, LLC	(559)904-5475
CA*	Tracy, CA	Christopher S. Jenkins, LLC	(760)449-0135
CA*	Upland, CA	Thanh "David" Huynh	(626)780-8817
CO	Seth Warren	Castle Rock	303-688-3383
CO*		Grayson Restaurant Management, LLC	
FL	Jacksonville	SS&R Enterprises, Inc.	(319)360-5539
FL	Jacksonville	S&S Restaurants, LLC	(319)360-5539
FL	Miramar	Victor M. Tavarez, Jr.	(305) 499-0793
FL	Orlando	Patrick Bradford	(208)420-8089
FL	Patrick Bradford	Oviedo	407-571-9506
FL	Steven D. Phillips	Brooksville	352-269-0019
FL*	Fort Walton Beach, FL	Lighthouse Ventures, LLC	(850)418-7590
FL*	Miramar, FL	Victor M. Tavarez, Jr.	(605)499-0793
GA	Suwanee	Nicole and Aaron Michals	(267)614-6538
ID	RAD Enterprises, LLC	Idaho Falls	208-528-7427
IL	Bruce Hazelgrove	Plainfield	317-839-7100
IL	Dan Somerfield	Wheaton	630-590-9518
IL	Koteswararao Nallapati	Downers Grove	630-426-6277
IL	Lawrence and Bianca Visk	Glenview	847-724-7675
KS	Newton	Shawn A. Stobbe	(316)772-3257
KS*	Dodge City, KS	Humbert Richardson Marboeuf and Luz Maria Marboeuf	(620)338-8830
LA	Monroe	Christopher Durant	(318) 243-1053
LA*	Monroe, LA	Christopher H. Durant and Stepahnie Durant	(318)243-1053
MI	Clinton Township	Prestige Ventures Group, LLC	(586)292-2275
MI*	Ann Arbor, MI	Shiram Arjun, Inc.	(734)837-8128
MN	Marshall	Bridget's of Marshall, Inc.	(507)829-3580
MN	Rogers	S&D ROM 2, LLC	(320)828-0769
MN	Sharon Wiser	Hermantown	218-260-2271
MN	St. Cloud	S&D ROM 2, LLC	(320)828-0769
MN*	Willmar, MN	Bridget's of Marshall, Inc.	(507)829-3580
MS	Starkville	John Thomas and Denita Thomas	(601)416-6362
MS*	Clinton, MS	Earley Enterprises, Inc.	(601)826-3781
MS*	Southaven, MS	Splittree Marketing, Inc.	(601)214-6319

Exhibit M

<u>State</u>	<u>City</u>	<u>Franchisee</u>	<u>Phone Number</u>
NC	Barbara Dobson	Hickory	828-855-9390
NC	Durham	H&R Contracting and Realty, LLC	(916)502-6757
NC	Greenville	BF Foods, LLC	(919) 235-7171
NC	Greg Woloszczuk	Cary	919-233-5801
NC	High Point	BF Foods, LLC1	(919)235-7171
NC	Knightdale	BF Foods, LLC	(919)235-7171
NC	Raleigh	H&R Contracting and Realty, LLC	(916)502-6757
NC*	Greenville, NC	BF Foods, LLC	(919)235-7171
NC*	High Point, NC	BF Foods, LLC	(919)235-7171
ND*	Mandan, ND	Randy J. Rhone	(701)471-9451
NE	Grand Island	RCCCochran, Inc.	(308)440-7836
NE	Lincoln/Holdrege	R&W BBQ, Inc.	(402)440-0064
NJ	East Brunswick	Patrick Fiddler and Joseline Garcia	(201)953-3493
NV	Dean & Melissa Siracusa	Reno	775-324-7427
NV	Dean & Melissa Siracusa	Reno	775-787-1383
OK	Catoosa	Charannette Holdings, LLC	(214)886-4737
OK	Oklahoma City	United Transport and Services Corp	(405)773-2620
PA	Easton	Blue August, LLC	(610)419-8119
PA	James Heberlig	Mechanicsburg	717-458-0515
PA	Limerick	D&M Restaurants, LLC	(267)614-6900
PA	Philadelphia	KENKAT, LLC	(610)554-1055
PA	Wyomissing	D&M Restaurants, LLC	(267)614-6900
PA*	Mechanicsburg, PA	Silver Springs Barbecue, LLC	(681)443-6082
SC	Mount Pleasant	Vedit P. Patel	(804)647-9173
SC*	Mount Pleasant, SC	Vedit P. Patel	(804)647-9173
SD	NJBOET, LLC	Rapid City	605-791-5400
SD*	Sioux Falls, South Dakota	Anthony Nwakama	(507)829-3580
TX	Alamo Ranch	Desert Iguana Foods, LLC	(210)984-8443
TX	Bastrop	ATX Restaurant Partners, LLC	(318)800-1700
TX	Celina	C and L Family Holdings, LLC	(575)631-6977
TX	Clay & Stephanie Stockton	Wichita Falls	940-692-4227
TX	Conroe	HDU2, LLC	(713)787-6548
TX	Corpus Christi	Brian & Sherry Zimmerman	(361)765-0321
TX	Dale Smith	Denton	940-566-5290
TX	Forney	Mandeep Singh	(972)552-2551
TX	Fort Worth	Ryan & Jeanne Curtis	(972) 523-4655
TX	Frisco	Mark Vahala	(972) 409-0266
TX	Grand Prairie	Russell Clifton	(432)260-0626
TX	Houston/Tomball	Willister Restaurants, LLC	(832)493-1282
TX	Huntsville	Jude Langan	(570)846-7511

Exhibit M

<u>State</u>	<u>City</u>	<u>Franchisee</u>	<u>Phone Number</u>
TX	Joseph & Sophie Vongsombath	North Richland Hills	(469) 358-7742
TX	JPR Ventures*	Commerce	903-886-8808
TX	Katy	HDU1, LLC	(713)787-6548
TX	Khai M. Nguyen	Anna	214-935-1711
TX	Lewisville	Gregory "Chris" and Denise Key	(819)692-1112
TX	Madisonville	Jani Foster Investments, LLC	(570)846-7511
TX	Mark Vahala	Frisco	214-705-1674
TX	Mo Afzal	Richardson	972-644-9000
TX	Shawn Boedecker	Bedford	817-354-5551
TX	Shawn Boedecker	Fort Worth	817-289-0027
TX	Shawn Boedecker	Hurst	817-656-0200
TX	Shawn Boedecker	North Richland Hills	817-656-9999
TX	Shawn Boedecker	Roanoke	817-491-3100
TX	Spring	HDU4, LLC	(713)787-6548
TX	Tim Tolson	Little Elm	469-362-6776
TX	Tomball	HDU3, LLC	
TX	Tres Carrera's, LLC	Vernon	940-553-4227
TX*	Frisco, TX	Mark Vahala	(972)989-7376
TX*	Murphy, TX	JPR Ventures, LLC	(469)358-7742
TX*	Plainviw, TX	John Byrd, Bobby Ross, and Jeremy Sims	(806)292-8149
TX*	Royse City, TX	Arron Wokal	(214)516-9315
TX*	Terrell, TX	Sarab Shwani & Oscar Perez	(469)432-5497
TX*	Waco, TX	Ronald Baucom and Vickie Baucom	(432)448-1053
UT	American Fork	Cititop Food Utah, LLC	
UT	John Thomson	Layton	801-825-1059
UT	John Thomson	Tooele	435-241-5103
UT	Ogden	LANROX, LLC	(801)920-1552
UT	Orem	Cititop Food Utah, LLC	(801)550-0528
UT	Sky Galli	Heber City	435-657-2278
UT	South Jordan	Kody Campbell and Kevin Campbell	(801)520-5925
UT	St George	M Ventures, LLC	(435)668-4409
UT	Vernal	Halten Investments, LLC	(701) 590-8008
UT	Washington	C&B Enterprises, LLC	(435) 817-2111
UT*	South Jordan, UT	Kody Campbell and Kevin Campbell	(801)520-5925
UT*	Washington, UT	C&B Enterprises, LLC	(435)817-2111
VA	Abbitt Brothers Richmond, LLC	Glen Allen	804-527-1318
VA	Abbitt Brothers Richmond, LLC	Richmond	804-323-1318
VA	Duc M. Nguyen (Andrew)	Fairfax	703-865-4333
VA	Hala Sa'ad	Centerville	571-281-4846

Exhibit M

<u>State</u>	<u>City</u>	<u>Franchisee</u>	<u>Phone Number</u>
WA	Bellingham	C&D BBQ Foods, LLC	(360)393-2181
WA	Bellingham	DB BBQ Foods, LLC	(360) 393-2181
WA*	Bellingham, WA	C&D BBQ Foods, LLC	(360)393-2181
WA*	Redmond, WA	TNT Barbecue, LLC	(469)955-6135
WI	Appleton	Sic Shooter BBQ, LLC	
WI	Green Bay	Six Shooter BBQ, LLC	(262)497-5778
WI	Lawrence Visk	West Milwaukee	414-384-4227
WI	Menomonie	TS Joncas, LLC	(715)505-6941
WI	Mount Pleasant	Smokin' Visk, LLC	
WI	Travis Joncas	Eau Claire	715-830-9790
WY	Gillette	Paladin Enterprises, LLC	(307)299-2913
WY*	Evanston, WY	Bruce and Margery Butler	(307)349-4012

* Indicates a franchisee whose outlet never opened.

¹ Indicates a franchise whose outlet closed after May 31, 2017.

The following franchisees ceased doing business under development agreements:

<u>City, State</u>	<u>Franchisee</u>	<u>Phone Number</u>
Alpine, CA	Assim Shammami	619-722-6052
Loma Linda, CA	LS Subs, Corp.	(760)819-2430
Marina del Rey, CA	Joseph Menichini	(213)494-1867
Montclair, CA	Andrew Lee	(626) 375-2176
Pacific Beach, CA	James & Eun Young Thornton	(702)266-6233
Pensacola, FL	Timothy "Tim" Hershberger	850-476-7427
Marianna, FL	Hickory Properties, LLC	(850) 372-3269
Rockford, IL	Ryan McPeck and Lana McPeck	(815) 275-5195
Louisville, KY	David Robinson	502-650-9065
Bellevue, NE	Brandon Kosek	402-905-9673
Pahrump, NV	Douglas and Brigitte Dubin	(775)537-5515
Mandan, ND	Randy J. Rhone	(701)471-9451
East Brunswick, NJ	Patrick Fiddler and Joseline Garcia	(201)953-3493
Longview, TX	Sonya Theodos	(903) 399-1146
McKinney, TX	Shaun Martin	(561) 654-5583
Murphy, TX	JPR Ventures, LLC	(469)358-7742
Issaquah, WA	Rachel Tyra	425-392-2336
Mount Pleasant, WI	Lawrence & Bianca Visk	(262)840-2006
Oxford, MS	Raymond Smith (Splittree Marketing)	(601)214-6319
Colorado, CO	John Hightower	719-323-3228

NOTES:

1. The above table lists information for each franchisee who had an outlet terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement or a Development Agreement during the most recent completed fiscal year, or who has not communicated with Dickey's within 10 weeks of the issuance date of this disclosure document.

2. IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

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INFORMATION REGARDING PREVIOUSLY OWNED FRANCHISED OUTLETS UNDER FRANCHISORS CONTROL AND AVAILABLE FOR PURCHASE AS OF MAY 31, 2017						
Franchisee	City	State	Current business Tel. / 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
Roger Dennis Perry	Daytona	FL	386-562-4953	2/22/2013-6/1/2013	Financial Hardship	6/1/2013-Present
Restaurant Growth, Inc.	Daytona	FL	972-248-9899	12/31/2012-2/22/2013	Corporate Acquisition	12/31/2012-2/22/2013
Craig Coleman	Daytona	FL	321-615-0543	3/7/2012-12/31/2012	Financial Hardship	12/31/2012-2/22/2013
John Dethlefs	Daytona	FL	386-283-3881	7/20/2011-3/7/2012	Transfer to new Franchisee	N/A
Restaurant Growth, Inc.	Starke	FL	972-248-9899	10/1/2013-Present	N/A	10/1/2013-Present
David Lowe	Starke	FL	904-910-6223	5/24/2013-10/1/2013	Financial Hardship	N/A
Howard Casey Duckett	Starke	FL	904-718-9221	2/7/2013-5/24/2013	Financial Hardship	N/A

NOTES:

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

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 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287. Its telephone number is 972.423.2201. The franchise sellers for this offering are _____, at 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287, 972.248.9899; and _____.

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 1, 2017

I have received Dickey's Disclosure Document, dated September 1, 2017 (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, State Addenda and Lease Rider
- 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 - Management Confidentiality and Non-Competition Agreement
- EXHIBIT I - Financial Statements
- EXHIBIT J - Non-Traditional Venue Addendum
- EXHIBIT K - Smokestack Customer Agreement
- EXHIBIT L - Spark On-Line Services User Agreement
- EXHIBIT M - List of Current Outlets and Franchisees Who Left the System as of May 31, 2017

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 18583 N. Dallas Parkway, Suite 120, Dallas, Texas 75287 or by faxing a copy of the signed and dated receipt to Dickey's at 972-248-8667.

RECEIPT OF 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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