

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 and that of your Principals 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 (1) 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. Dickey's will reimburse you for your direct out-of-pocket expenses incurred in such change up to a maximum amount of \$2,000.

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 but not limited to 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 from time to time 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 of 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, 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 of your Principals 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 or corporation 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 Principals or of which they may be apprised by virtue of your development and operation of a Restaurant under the terms of any Agreement. You and each of your Principals are permitted to divulge this confidential information only to your Principals 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 Principals 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 or your Principals including, but not limited to, the Manuals, recipes, 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 holder of a beneficial interest of less than twenty percent (20%) of any class of securities of you and any corporation directly or indirectly controlling you, if you are a corporation, (or the securities of a corporate general partner and any corporation which controls, directly or indirectly, any general partner, or from any limited partner, if you are a partnership), having access to any confidential information of Dickey's, to execute covenants that they will maintain the confidentiality of the information they receive in connection with their relationship with you.

If you or your Principals 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 Principals 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.

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

You must designate and retain an individual to serve as the "Operating Principal" under the Franchise Agreement and the Development Agreement (if applicable). You must designate your Operating Principal at the time of execution of the applicable Agreement. The Operating Principal must meet the following qualifications:

1. For an Operating Principal under a Franchise Agreement:
 - (a) If you are an individual, you must perform all obligations of the Operating Principal.
 - (b) If you are a corporation, the Operating Principal must (i) own at least twenty percent (20%) of the shares of each class of the issued and outstanding capital stock in the corporate and (ii) be entitled, under its governing documents and under any agreements among the shareholders, to cast a sufficient number of votes to require the corporation to take or omit to take any action which the corporation is required to take or omit to take under the Franchise Agreement.
 - (c) If you are a limited liability company, the Operating Principal must (i) own at least twenty percent (20%) of the membership interest and (ii) be entitled, under the regulations and under any agreement among the members, to cast a sufficient number of votes to require such limited liability company to take or omit to take any action which such company is required to take or omit to take under the Franchise Agreement.
 - (c) If you are a partnership, the Operating Principal must (i) own at least a twenty percent (20%) interest in the partnership, and at least a twenty percent (20%) interest in the shares of each class of capital stock of any corporate general partner and (ii) be entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under the Franchise Agreement.
 - (d) Except as may otherwise be provided in the Franchise Agreement, the Operating Principal's interest in you must remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest, or purchase right or options.
2. If you enter into a Development Agreement for two (2) or more Restaurants, the Operating Principal must be one of your principals unless otherwise approved by Dickey's. The term "principal" includes, your spouse, if you are an individual; all officers and directors of, and holders of a beneficial interest of one percent (1%) or more of any class of securities of, you and any corporation directly or indirectly controlling you, if you are a corporation; and the general partners of you and the officers and directors of, and holders of a beneficial interest of one percent (1%) or more of any class of securities of, a corporate general partner and any corporation which controls, directly or indirectly, any general partner, if you are a partnership, and any member and manager, if you are a limited liability company. If you execute a Development Agreement for three (3) or more Restaurants, notwithstanding anything contained in the Development to the contrary, you may designate multiple Operating Principals.

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3. If you operate only one (1) Restaurant, the Operating Principal is required to successfully complete Dickey's initial training program and devote full time and best efforts to the supervision and management of your Restaurant, unless Dickey's, in its sole discretion, permits you to designate a manager other than the Operating Principal to carry out the day-to-day management and supervision of the Restaurant. If you operate two (2) or more Restaurants, you must appoint at least two (2) managers per Restaurant (as determined by Dickey's) to carry out the day-to-day management and supervision of each such Restaurant. Although under certain circumstances described in this paragraph you may employ managers to carry out the day-to-day management and supervision of the Restaurant, Dickey's recommends that the Operating Principal participate in the on-premises supervision of the Restaurant. Each manager must be appointed in a timely manner in order to satisfy each manager's initial training obligation under the Franchise Agreement, must be approved in writing by Dickey's, and must devote full time and best efforts to the daily management and supervision of the Restaurant. The Operating Principal may be required to execute the Development Agreement (if applicable) and the Franchise Agreement as one of your principals and will be individually, jointly and severally bound by all of your obligations under the applicable Agreement.
4. The Operating Principal and any 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. Managers are not required to have any equity interest in the franchise.
5. The Operating Principal and any manager must satisfy the training requirements set forth in Article 9 of the Franchise Agreement. If, during the term of the Franchise Agreement, the Operating Principal or any manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with the Franchise Agreement, you must promptly notify Dickey's and designate a replacement within thirty (30) days after the Operating Principal or manager ceases to serve. Any replacement will be subject to the same qualifications listed above. You must provide for interim management of the Restaurant until a replacement is designated, and this interim management must be conducted in accordance with the Franchise Agreement.
6. You are required to retain such additional managers, chefs, 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 in Article 9 of the Franchise Agreement.
7. You may not employ any individual who is at the time or was at any time during the prior six (6) 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.
8. Pursuant to the Franchise Agreement, at Dickey's request, you shall require and obtain from your Operating Principal, and any holder of a beneficial interest of not less than twenty percent (20%) of any class of your securities and any corporation directly or indirectly controlling you, if you are a corporation, (or of any corporate general partner and any corporation directly or indirectly controlling your general partner, if you are a partnership), who has received or will receive confidential information or training from Dickey's, execution of covenants not to compete and to maintain the confidentiality of information they receive in connection with their relationship with you. These covenants must be similar to those set forth in Article 18 of the Franchise Agreement.

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9. Pursuant to a Development Agreement, at Dickey's request, you shall require and obtain the execution of covenants similar to those set forth in Article 8 of the Development Agreement (including covenants applicable upon the termination of a person's employment with you) from your Operating Principal and any personnel of you and any holder of a beneficial interest of more than one percent (1%) of the securities of you and any corporation directly or indirectly controlling you, if you are a corporation (or of any corporate general partner and any corporation directly or indirectly controlling a general partner of you, if you are a partnership), who has received or will receive confidential information or training from Dickey's.
10. Each of your principals is required to jointly and severally guaranty payment and performance of your obligations to Dickey's.

**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 from time to time 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 (3) 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 from time to time 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 accordance 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 9).

You are required to 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.

Subject to the general policies and procedures set forth in the Manuals or otherwise announced by Dickey's from time to time (and specifically including periodic promotions announced by Dickey's from time to time) 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 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 accordance 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.

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ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists 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	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]
a. Length of the franchise term	Article 2/ Article 4	20 years, subject to periodic remodeling./ <i>Depends on number of Restaurants you commit to open.</i>
b. Renewal or extension of the term	Article 2/ <i>Not applicable.</i>	If you are not in default you can renew franchise for 10 additional years. 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 different terms and conditions from the original franchise agreement./ <i>Not applicable.</i>
c. Requirements for franchisee to renew or extend	Article 2/ <i>Not applicable.</i>	Pay a renewal fee of \$10,000, sign a new agreement in the then-current form, 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./ <i>Not applicable.</i>
d. Termination by franchisee	Articles 16 and 17/ Article 6	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 Franchise Agreement but will be required to comply with the matters set forth in Item 17i.</i>
e. Termination by franchisor without cause	Article 16/ Article 6	Dickey's has no such rights./ <i>Dickey's has no such rights.</i>
f. Termination by franchisor with cause	Article 16/ Article 6	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/ Article 6	Curable defaults include 7 days to cure nonpayment of monetary obligations, 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, unless such breaches are repeated more than twice in any 12-month period. You have 30 days to cure other breaches of the terms and conditions of the Franchise Agreement and Manual which are not provided above, unless such breaches are repeated more than twice in any 12-month period./ <i>You have 5 days to cure certain monetary defaults under the Development Agreement or any individual Franchise Agreement, and 30 days to cure breaches of the Development Agreement other than those set forth in Item 17.h.</i>

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]
h. "Cause" defined – non-curable defaults	Article 16/ Article 6	<p>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 and repeated defaults even if cured./</p> <p><i>Non-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 pay the Development Fee, 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 Principal, threat or danger to public health or safety resulting from construction, maintenance or operation of any Restaurant, failure to designate a replacement Operating Principal, 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.</i></p>
i. Franchisee's obligations on termination/non-renewal	Article 17/ Article 6	<p>Obligations include ceasing operation of your Restaurant, making a lump sum payment of the royalty fees due for the remaining term of the Franchise Agreement, ceasing use of confidential information and the Proprietary Marks, completing the de-identification with Dickey's, at Dickey's option, assigning your lease and telephone number to Dickey's, payment of Dickey's damages, costs, and expenses and other fees, returning all Manuals, materials, files and customer lists, selling to Dickey's, at Dickey's option, all of your assets, and complying with confidentiality covenants (also see Item 17r., below)/</p> <p><i>Obligations include loss, reduction or modification of Territory and compliance with non-competition covenants.</i></p>
j. Assignment of contract by franchisor	Article 15/ Article 7	<p>No restriction on Dickey's right to assign./</p> <p><i>No restriction on Dickey's right to assign.</i></p>
k. "Transfer" by franchisee- defined	Article 15/ Article 7	<p>Includes transfer of contract or assets or ownership change./</p> <p><i>Includes transfer of contract or assets or ownership change.</i></p>
l. Franchisor approval of transfer by you	Article 15/ Article 7	<p>Dickey's has the right to approve all transfers (except transfers of less than a "controlling interest" in you and less than 1% interest in publicly held corporations) but will not unreasonably withhold approval./</p> <p><i>Dickey's has the right to approve all transfers (except for certain transfers of less than 20% of your ownership interest and less than 1% interest in publicly traded corporations) but will not unreasonably withhold approval.</i></p>
m. Conditions for franchisor approval of transfer	Article 15/ Article 7	<p>Conditions include payment of a \$10,000 transfer fee (or such greater amount if Dickey's costs and expenses exceed this amount), receipt of 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 franchisee to assume your obligations, if required, execution of a new Franchise Agreement and other agreements by the new franchisee, you remain liable for all of your obligations, the new franchisee completes training and otherwise qualifies and the new franchisee renovates the Restaurant as required./</p> <p><i>Conditions include payment of a \$10,000 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 by the new developer, you remain liable for all of your obligations and new developer satisfies Dickey's requirements for a developer.</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]
n. Franchisor's right of first refusal to acquire franchisee's business	Article 15/ Article 7	Dickey's can match an offer for the franchisee's business./ <i>Dickey's can match an offer for the developer's business.</i>
o. Franchisor's option to purchase franchisee's business	Article 17/ N/A	Dickey's has option to purchase the assets of your business upon termination of the franchise./ <i>Dickey's does not have any such option.</i>
p. Death or disability of franchisee	Article 15/ Article 7	Franchise must be transferred to an approved buyer within 12 months in the event of death and 6 months in the event of disability./ <i>Developer rights must be transferred to an approved buyer 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/ Article 8	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 business.</i>
r. Non-competition covenants after the franchise is terminated or expires	Article 18/ Article 8	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 the Territory or within 5 miles of another Restaurant.</i>
s. Modification of the agreement	Article 24/ Article 14	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>
t. Integration/merger clause	Article 26/ Article 14	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable./ <i>Only the terms of the Development Agreement are binding (subject to state law). Any other promises may not be enforceable.</i>
u. Dispute resolution by arbitration or mediation	Article 26/ Article 14	Except for certain claims, all disputes must be mediated and, if not resolved, arbitrated, in Dallas, Texas./ <i>Except for certain claims, all disputes must be mediated and, if not resolved, arbitrated, in Dallas, Texas.</i>
v. Choice of forum	Article 26/ Article 14	Litigation must be in Dallas County, Texas except as otherwise required by applicable state law./ <i>Litigation must be in Dallas County, Texas except as otherwise required by applicable state law.</i>
w. Choice of law	Article 26/ Article 14	Texas law applies except as otherwise required by applicable state law./ <i>Texas law applies except as otherwise required by applicable state law.</i>

These states have statutes which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et. seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551 et seq.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44; 815 ILCS 705/19 - 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Sections 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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**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 management by contacting Roland Dickey, Jr., 4514 Cole Avenue, Suite 1100, Dallas, Texas 75205, (972) 248-9899, the Federal Trade Commission, and the appropriate state regulatory agencies.

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**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2006 TO 2008				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2006	54	57	+3
	2007	57	65	+8
	2008	65	81	+16
Company-Owned	2006	5	6	+1
	2007	6	6	0
	2008	6	6	0
Total Outlets	2006	59	63	+4
	2007	63	71	+8
	2008	71	87	+16

NOTES:

- (1) The figures above and in each subsequent table presented in this Item 20 are for the fiscal years June 1, 2005 – May 31, 2006, June 1, 2006 – May 31, 2007 and June 1, 2007 – May 31, 2008.
- (2) Unless otherwise indicated, the company-owned Restaurants listed above and in each subsequent table presented in this Item 20 are owned by DBP and RGI.

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2006 TO 2008		
State	Year	Number of Transfers
Texas	2006	2
	2007	6
	2008	7
Total	2006	2
	2007	6
	2008	7

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**STATUS OF FRANCHISED OUTLETS
FOR YEARS 2006 TO 2008**

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
Canada	2006	0	0	0	0	0	0	0
	2007	0	1	0	0	0	0	1
	2008	1	0	0	0	0	1	0
United Kingdom	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	1	0	0	0	1	0
Colorado	2006	3	0	0	0	0	0	3
	2007	3	0	0	0	0	0	3
	2008	3	0	0	0	0	0	3
Delaware	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	1	0	0	0	0	1
Florida	2006	0	0	0	0	0	0	0
	2007	0	1	0	0	0	0	1
	2008	1	0	0	0	0	1	0
Iowa	2006	0	0	0	0	0	0	0
	2007	0	1	0	0	0	0	1
	2008	1	1	0	0	0	0	2
Idaho	2006	0	0	0	0	0	0	0
	2007	0	1	0	0	0	0	1
	2008	1	0	0	0	0	0	1
Missouri	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	3	0	0	0	0	3
Mississippi	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	1	0	0	0	0	1
North Carolina	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	3	0	0	0	0	3
Nebraska	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	1	0	0	0	0	1
New Jersey	2006	1	0	0	0	0	0	1
	2007	1	0	0	0	0	0	1
	2008	1	0	0	0	0	1	0
New Mexico	2006	1	0	0	0	0	0	1
	2007	1	0	0	0	0	0	1
	2008	1	0	0	0	0	0	1
Ohio	2006	0	1	0	0	0	0	1
	2007	1	2	0	0	0	1	2
	2008	2	0	0	0	0	1	1
Oklahoma	2006	0	1	0	0	0	0	1
	2007	1	0	0	0	0	1	0
	2008	0	0	0	0	0	0	0
Oregon	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	1	0	0	0	1	0
Tennessee	2006	1	0	0	0	0	0	1
	2007	1	0	0	0	0	0	1
	2008	1	1	0	0	0	0	2
Texas	2006	53	4	0	1	0	1	55
	2007	55	7	0	0	0	3	59
	2008	59	8	0	0	0	0	67
Virginia	2006	0	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
	2008	0	2	0	0	0	1	1
Total	2006	59	6	0	1	0	1	63
	2007	63	13	0	0	0	5	71
	2008	71	23	0	0	0	7	87

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2006 TO 2008							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Texas	2006	4	0	1	0	0	5
	2007	5	0	0	0	0	5
	2008	5	0	0	0	0	5
New Mexico	2006	1	0	0	0	0	1
	2007	1	0	0	0	0	1
	2008	1	0	0	0	0	1
Total	2006	5	0	1	0	0	6
	2007	6	0	0	0	0	6
	2008	6	0	0	0	0	6

PROJECTED OPENINGS AS OF MAY 31, 2008			
State	Franchise Agreement Signed But Outlet not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	1	1	0
Arizona	4	4	0
California	20	14	0
Colorado	2	2	0
Florida	5	5	0
Georgia	7	4	0
Iowa	2	2	0
Idaho	1	1	0
Kansas	2	2	0
Maryland	3	3	0
Michigan	1	1	0
Minnesota	1	1	0
Missouri	5	5	0
North Carolina	2	2	0
Nevada	2	2	0
New York	4	4	0
Pennsylvania	2	2	0
South Carolina	1	1	0
Tennessee	1	1	0
Texas	17	17	0
Virginia	3	2	0
Wisconsin	1	1	0
Total	87	77	0

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LIST OF CURRENT FRANCHISEES

Franchisee	Address of Outlet	Telephone No. of Outlet
MML Restaurants Inc	10230 E Arapahoe Rd, Centennial, CO 80112	(303) 792-2444
MML Restaurants Inc	5350 S Santa Fe Dr, Littleton, CO 80120	(303) 893-2557
HMSHost USA LLC	14500 W Colfax Ste FC7, Lakewood, CO 80401	(303) 215-7100
Quickfood Inc	1171 S Bay Rd, Dover, DE 19901	(302) 734-4931
DMD Properties LLC	5300 NE Edgewood Rd Ste 100, Cedar Rapids, IA 52411	(319) 373-1728
Lira LLC	2845 E Overland Rd Ste 190, Meridian, ID 83642	(208) 888-6117
Belmils LLC	9200 Olive Blvd, Olivette, MO 63132	(314) 993-9933
BKNJ Restaurants Inc	932 Meramec Station Rd Ste K, Valley Park, MO 63088	(636) 225-4227
Buell Restaurant Group LLC	13721 Manchester Rd, Ballwin, MO 63011	(314) 909-9000
CH Development Inc	50 Cross Creek Pkwy, Hattiesburg, MS 39402	(601) 450-1710
GMW Carolina Inc	200 Crossroads Blvd Ste 100, Cary, NC 27518	(919) 233-5801
Southerner's Corner LLC	6189 Bayfield Pkwy, Concord, NC 28027	(704) 262-3337
GMW Carolina Inc	5318 New Hope Commons Dr Ste 210, Durham, NC 27707	(919) 419-1101
Arnold's Family Dining Corp	14440 F St Ste 113, Omaha, NE 68144	(402) 575-5636
Englefield Inc	1195 W Church St, Newark, OH 43055	(740) 344-1742
HMSHost USA LLC	465 Opry Mills Dr, Nashville, TN 37214	(615) 514-3663
JMB Crossville LLC	965 Northside Dr, Crossville, TN 38555	(931) 484-4900
Conrado Enterprises Inc	2469 Dalworth St, Grand Prairie, TX 75050	(972) 641-9044
Cubix Enterprise Inc	2445 W Northwest Hwy Ste 106, Dallas, TX 75220	(214) 350-3095
SCR Inc	2919 Forest Ln, Dallas, TX 75234	(972) 247-1534
Addison's Best BBQ Inc	14999 Preston Rd Ste 100C, Dallas, TX 75254	(972) 661-2006
Mesquite BBQ Inc	3700 Gus Thomasson, Mesquite, TX 75150	(972) 686-6822
Mark's Food Enterprise Inc	5330 N Macarthur Blvd Ste 168, Irving, TX 75038	(972) 580-1917
Arapaho BBQ Inc	1150 N Plano Rd, Richardson, TX 75081	(972) 907-8494
Muhammad Afzal	17721 Dallas Pkwy Ste 130, Dallas, TX 75287	(972) 713-8909
Southwest Minority Financial Group Inc	DFW Airport Terminal A Gate 19, Dallas, TX 75261	(972) 574-3798
Southwest Minority Financial Group Inc	DFW Airport Terminal C Gate 6, Dallas, TX 75261	(972) 574-3857
Southwest Minority Financial Group Inc	DFW Airport Terminal E Gate 12, Dallas, TX 75261	(972) 574-3867
Preston Road BBQ Inc	4032 Preston Rd, Plano, TX 75093	(972) 398-3030
HMSHost USA LLC	3000 Grapevine Pkwy Ste 1000, Grapevine, TX 76051	(972) 724-6701
HMSHost USA LLC	2401 S Stemmons Fwy, Lewisville, TX 76051	(972) 316-2890
Cubix Enterprise Inc	726 N Harwood, Dallas, TX 75201	(214) 740-1661
Rowlett BBQ Inc	5000 Rowlett Rd, Rowlett, TX 75088	(972) 475-6838
Arterburn Bros LP	2324 McKinney Ave, Dallas, TX 75201	(214) 703-2591
Rahum Inc	1001 N Beckley Ste 116A, De Soto, TX 75115	(469) 567-8341
Seaney Inc	801 S Denton Tap, Coppell, TX 75019	(972) 393-7800
HMSHost USA LLC	5000 Katy Mills Cir Ste 930, Katy, TX 77494	(281) 644-3663
Allen BBQ Inc	405 S Central Expy, Allen, TX 75013	(214) 495-8877
Arterburn Bros LP	1700 Dalrock Rd, Rowlett, TX 75088	(214) 703-2631
Arterburn Bros LP	5745 SH 121, The Colony, TX 75056	(214) 703-2702
Ganssler Inc	5530 S Cooper, Arlington, TX 76017	(817) 468-0898
Summit Restaurants LP	1801 Ballpark Way, Arlington, TX 76006	(817) 261-6600
Culinaire International Inc	1989 Colonial Pkwy, Fort Worth, TX 76110	(817) 759-7500
Summit Restaurants LP	451 University Dr, Fort Worth, TX 76107	(817) 231-8813
Summit Restaurants LP	711 Keller Pkwy, Keller, TX 76248	(817) 741-7676
MCB CD LLC	3201 W Hwy 30, Greenville, TX 75402	(903) 441-0200
Select Food Enterprise Inc	1201 Elm St Ste LL5, Dallas, TX 75270	(214) 760-2400
380 Crossroad Inc	2401 Hwy 380, Crossroads, TX 76227	(940) 440-0514
W Douglass Distributing Ltd	529 W Lamar St, Sherman, TX 75090	(903) 870-2083
FHC Restaurants Inc	7070 Preston Rd, Frisco, TX 75034	(972) 377-7679
Mandeep Singh	120 E Highway 80, Forney, TX 75160	(972) 564-5577
MA Goens Inc	600 N Central Expy, McKinney, TX 75070	(972) 540-5340
Samsean Inc	1009 N Hwy 77, Waxahachie, TX 75165	(972) 937-3030
Asia Modern LLC	3254 Irving Blvd, Dallas, TX 75247	(214) 638-5123
BCF Enterprises Inc	1301 Century Way, Wylie, TX 75098	(972) 429-8525

LIST OF CURRENT FRANCHISEES		
Franchisee	Address of Outlet	Telephone No. of Outlet
TLC Restaurants LLC	1858 Precinct Line Rd, Hurst, TX 76054	(817) 656-0200
Weatherford BBQ LP	2020 S Main St, Weatherford, TX 76086	(817) 594-0521
LDB Restaurant Inc	5724 Bryant Irvin Rd, Fort Worth, TX 76132	(817) 361-1034
Buffalo Partners Ltd	2710 W Commerce, Buffalo, TX 75831	(903) 322-6666
Karim Forooshani and Parviz Karimi	3711 Bellline Rd, Addison, TX 75001	(972) 241-1800
JLB Barbecue LLC	501 N Industrial Blvd Ste 100, Bedford, TX 76021	(817) 354-5551
Sloaney Inc	3320 Long Prairie Rd, Flower Mound, TX 75022	(972) 691-0197
Muhammad Afzal	3220 E Hebron Pkwy, Carrollton, TX 75010	(972) 307-1100
JLB Barbecue LLC	1000 NE Loop 820, Fort Worth, TX 76106	(817) 289-0027
Mehdi Pourvali	1624 W Hebron Pkwy, Carrollton, TX 75010	(972) 492-5390
Almeda Barbecue LLC	1224 N Hwy 377 Ste 221, Roanoke, TX 76262	(817) 491-3100
Select Food Enterprise Inc	1050 E Trinity Mills, Carrollton, TX 75006	(972) 446-1400
Shelley's BBQ Inc	621 North Valley Mills, Waco, TX 76710	(254) 776-2228
SNI Food Inc	9004 Garland Rd, Dallas, TX 75218	(214) 321-7018
Bar-B-Q Pit Stop No 1 LLC	10700 Kuykendahl Rd Ste A, The Woodlands, TX 77381	(281) 298-8422
AJ Food Service LLC	24004 Southwest Fwy Ste 102, Rosenberg, TX 77471	(281) 342-7000
Simone-Jones LLC	2297 Earl Rudder Fwy, College Station, TX 77840	(979) 696-5400
Max-E-Enterprises Inc	7247 Bandera Rd, San Antonio, TX 78238	(210) 543-9700
Tull Inc	642 Uptown Blvd, Cedar Hill, TX 75034	(972) 293-9662
Abundant Food Services Inc	2525 Wycliff Ave Ste 130, Dallas, TX 75219	(214) 780-0999
Denton BBQ Inc	3721 S I-35 E, Denton, TX 76210	(940) 566-5290
McKinney BBQ Inc	8628 Hwy 121, McKinney, TX 75070	(972) 727-1300
Smoke and Fire Inc	5412 Slide Rd Ste 100, Lubbock, TX 79414	(806) 791-5300
Sidsam Inc	1630 Valwood Pkwy, Carrollton, TX 75006	(972) 280-9191
TCB Foods Inc	4017 Wards Rd, Lynchburg, VA 24502	(434) 237-8465

LIST OF FRANCHISEES WITH TERMINATED, CANCELLED OR NON-RENEWED OUTLETS, WHO CEASED TO DO BUSINESS OR HAVE NOT RECENTLY COMMUNICATED WITH DICKEY'S			
Franchisee	City	State	Current Business Telephone No. or Alternative Contact Information
2076071 Ontario Ltd	Kingston	Ontario, CA	(613) 544-7200
Lonestar BBQ Ltd	Cardiff	Wales, UK	(972) 424-1623
Emirates Investments LLC	Wildwood	FL	(352) 748-3425
HMSHost USA LLC	Ridgefield	NJ	(201) 943-1171
Soup II Nuts LLC	Sandusky	OH	(419) 626-4227
Talus II LLC	West Chester	OH	(513) 829-4900
Stilwell Food Court LLC	Stilwell	OK	(918) 696-4047
PFMM LLC	Klamath Falls	OR	(541) 885-3000
TJ West Enterprises LLC	Grapevine	TX	(817) 329-0221
SNI Food Inc	Dallas	TX	(214) 349-9335
Wilovic Inc	Round Rock	TX	(512) 255-3500
Arterburn Bros LP	Dallas	TX	(972) 309-6093
Sodexo Inc	Edinburgh	TX	(956) 381-0501
JM Foods LLC	Salem	VA	(540) 387-9898

NOTES:

- (1) The above table lists information for each franchisees who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recent completed fiscal year, or who has not communicated with Dickey's within ten (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.

INFORMATION REGARDING PREVIOUSLY-OWNED FRANCHISED OUTLETS UNDER FRANCHISOR'S CONTROL						
Owner	City	State	Current Business Tel. No. / Last Known Home Tel. No.	Time Period When Previous Owner Controlled Outlet	Reason For Change in Ownership	Time Period When Franchisor Retained Control of Outlet
Lynn Marriott and David Martin	Corsicana	TX	903-874-4000	November 2003 - July 2005	Financial hardship	July 2005 - Present

NOTES:

- (1) The above information for each outlet listed is for the time period constituting Dickey's last five (5) fiscal years.
- (2) Control of the above outlet was retained by RGI.

During the last three (3) fiscal years, Dickey's franchisees have signed confidentiality clauses. In some instances current and former franchisees sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the System known to Dickey's.

**ITEM 21
FINANCIAL STATEMENTS**

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

1. Audited balance sheet of Dickey's as of May 31, 2008, 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, 2007, 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, 2006, and related statement of operations, shareholders' equity and cash flows for the year then ended.

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**ITEM 22
CONTRACTS**

Attached to this Disclosure Document are copies of the following contracts and agreements (and the attachments thereto) regarding the franchise offering:

1. Franchise Agreement (attached as Exhibit B)
2. Development Agreement (attached as Exhibit C only if you are considering more than one (1) Restaurant)
3. Trademark License Agreement (attached as Exhibit D)

**ITEM 23
RECEIPTS**

Two (2) copies of a detachable acknowledgement of receipt are attached to this Disclosure Document as Exhibit G.

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