

Type of Fee	Amount	Due Date	Remarks
Fee			amount to Chowly, Inc. and invoice you.
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).
Payments to Landlord and Utility Providers	Vary depending on location.	As agreed under the Franchise Agreement.	We will pay the following payments on your behalf: (i) rent due to your landlord under a lease agreement for the premises of the Restaurant; and (ii) ongoing utility payments due to utility providers who service the Restaurant. We will debit these amounts from your designated account by ACH electronic transfer on a weekly basis. See footnote (14).
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	\$1,800 for the Owner/Operator to attend Barbecue University; \$800 per person for any additional managers or personnel that attend Barbecue University; <del>\$13,750</del> for online and onsite training for up to 3 managers, which includes manager certification.	See footnotes (1) and (5).	See footnotes (1) and (5).
BUO Training Program Enrollment	\$10 per month.	Payable monthly or weekly, in our discretion.	See footnotes (1) and (5).
Audit	Cost of audit plus interest.	30 days after billing.	Payable only if audit shows understatement of

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			Dickey's, then Dickey's may charge you a fee per instance to offset Dickey's administrative costs as a result of your failure to fulfill or fully satisfy the order.

**Footnotes:**

(1) Except as noted above, 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 6% of Net Sales of your Restaurant and a contribution to the Marketing Fund for each calendar week period (the "Sales Period") equal to 3% of Net Sales of your Restaurant. 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. If you do not report your Restaurant's Net Sales, we may debit your account for an amount equal to the last Royalty Fee and Marketing Fund contribution that we debited. If the amounts we debit are less than the amounts you actually owe us, then we will debit your account for the remaining balance on the day we specify.

(3) "Net Sales" includes all revenue from the sale of food, beverages, services and products from in-store dining, carry-out, online 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 your 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 charges a fee for training instructions, manuals and materials of \$1,800 for the Owner/Operator that is required to attend Barbecue University, and if you elect to send additional managers or personnel Dickey's approves, \$800 per person to attend Barbecue University. These fees must be paid when you register for the Training Program. You must also pay ~~\$13,750~~ \$0 to Dickey's for online and on-site training of up to 3 managers before your Restaurant's opening, which includes manager certification, to be paid at least 30 days before your Restaurant's opening. If you are an existing