TGI FRIDAYS FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT

TGI Fridays Franchisor, LLC
a Delaware limited liability company
19111 Dallas Parkway, Suite 165
Dallas, Texas 75287
(972) 662-5628
https://tgifridays.com/
legalnotices@fridays.com

The franchise is for full service casual theme restaurants featuring a specialized menu and full bar service, operating as "TGI Fridays." We offer prospective franchisees the opportunity to sign a Development Agreement for the right to develop one or more Fridays Restaurants in a defined territory and a Franchise Agreement for the right to operate one Fridays Restaurant.

The total investment necessary to begin operation of a franchised Fridays Restaurant ranges from $1,408,110 to $4,516,110. This includes $50,000 that must be paid to us or our affiliates.

If you enter into a Development Agreement, when you sign the Development Agreement, you will pay a pre-paid franchise fee equal to 100% of the franchise fee for the first Fridays Restaurant to be developed, plus a deposit of 50% of the franchise fee for each additional Fridays Restaurant to be developed under the Development Agreement. The total estimated initial investment necessary to enter into a Development Agreement for the development of 3 Fridays Restaurants is approximately $105,000, including $100,000 that must be paid to the franchisor and/or its affiliate. The total estimated initial investment under a Development Agreement will vary depending on the number of Fridays Restaurants to be developed, but the minimum number of Fridays Restaurants you must agree to develop under a Development Agreement is 3.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 the franchise legal department at legalnotices@fridays.com, (972) 662-5628, or through mail at 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287, attention: Legal Department.

The terms of your contract will govern your franchise relationship. Don't 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 accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: December 30, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement and Development Agreement require you to resolve disputes with us by litigation in Texas. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with us in Texas than in your own state.

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

MICHIGAN NOTICE

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 assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. 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 sell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

The fact that there is a notice of this offer on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, telephone: 517-373-7117.

TGI FRIDAYS FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

EXHIBITS

Attachments

ITEM 1

THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor

The Franchisor is TGI Fridays Franchisor, LLC, referred to in this Disclosure Document as "Franchisor," "we," "us," or "our." Throughout this Disclosure Document, we refer to the person interested in buying a franchise as "you." If you are a corporation, limited liability company, or partnership, certain provisions of our Franchise and Development Agreements will also apply to your owners or other principals. These will be addressed in this Disclosure Document where appropriate. When we refer to the "Agreements," we mean the Development Agreement and the Franchise Agreement.

We were formed in Delaware on January 17, 2017. We do business under the names: TGI Fridays and Fridays. Our principal business address and that of our parents, predecessor and affiliates is 19111 Dallas Parkway, Suite 165, Dallas, TX 75287. Our agents for service of process are listed in Attachment B. We have not offered franchises for other business under other names, and currently we do not offer franchises for other businesses. Except as noted in this Item 1, we have no parents, predecessors or affiliates that must be disclosed in this Disclosure Document.

Our Predecessors, Parents and Certain Affiliates

Our predecessor, TGI Friday's Inc., a New York corporation ("TGIF Inc.") opened the first Fridays Restaurant under the current System in 1972 and it offered franchises for Fridays Restaurants in the United States from 1978 until March 2017 and in various foreign countries from 1986 until March 2017. The principal business address of TGIF Inc. is 19111 Dallas Parkway, Suite 165, Dallas, TX 75287.

We are a wholly-owned subsidiary of TGIF Funding, LLC, a Delaware limited liability company ("TGIF Funding"). TGIF Funding is a wholly-owned subsidiary of TGIF SPV Guarantor, LLC, a Delaware limited liability company ("TGIF Guarantor"). Franchisor, together with TGIF Funding and TGIF Guarantor were organized as part of the Securitization Transaction described further below and referred to, collectively, as the "Securitization Companies."

Our ultimate parent is TGIF Holdings, LLC, a Delaware limited liability company ("TGIF Holdings"). The intermediate holding companies between TGIF Holdings and the Securitization Companies are TGIF Holdings' wholly-owned subsidiary, TGIF Midco, Inc., a Delaware corporation, and TGIF Midco Inc's wholly-owned subsidiary, TGIF Parent, Inc. a Delaware corporation, and TGIF Parent Inc.'s wholly-owned subsidiary, TGIF Inc.

TGI Friday's of the Rockies, Inc., a Colorado corporation with its principal address at 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287 currently administers the Fridays' gift card program.

TGIF Holdings, TGIF Midco Inc., TGIF Parent Inc., TGIF Inc. and TGI Friday's of the Rockies, Inc., together with 17 other affiliated companies (collectively, the "Debtors") filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code on November 2, 2024. The Debtors' bankruptcy cases are jointly administered under Case No. 24-80069 and are pending before the Honorable Judge Stacey G. Jernigan in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"). We, TGI Fridays Franchisor, LLC, and the other Securitization Companies are not Debtors, are not under supervision of the

Bankruptcy Court, and have not filed bankruptcy petitions. We do not expect any affiliation between us and TGIF Inc. and the other Debtors once the bankruptcy concludes.

Fridays Restaurants

As a result of the expenditure of time, skill, effort, and money, we and our predecessor have developed and own a distinctive system ("System") relating to the development, establishment, and operation of TGI Fridays™ Restaurants ("Fridays Restaurants"). The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design and layout, including specially designed décor, furnishings and color schemes; special recipes, menu items and full service bar; menu formats; uniform standards; procedures and techniques for food and beverage preparation and service; automated management information and control systems for inventory controls, cash controls and sales analysis; technical assistance and training through course instruction and manuals; and promotional programs. We identify the System and Fridays Restaurants by means of certain names and marks (including "TGI Fridays," "Fridays" and other names, marks, logos, insignias, slogans, emblems, symbols and designs (collectively "Proprietary Marks"), which we have designated, or may in the future designate, for use with the System. We actively license the Proprietary Marks in connection with the sale of products and services (See Item 13).

Fridays Restaurants are typically full-service restaurants that feature a specialized menu and full bar service. The Restaurants feature a wide selection of freshly prepared popular foods and beverages served by well trained, friendly employees in a relaxing setting and are characterized by our unique System. We give you information and techniques through our Manuals and other communications.

In addition to the corporate and franchised restaurants operating in the United States (see Item 20), as of December 30, 2024, there were 317 Fridays Restaurants outside of the United States.

Securitization Transaction

Under a securitization financing transaction that closed March 2, 2017 (the "Securitization Transaction"), TGI Friday's Inc. and its affiliates were restructured. As part of the Securitization Transaction, all existing franchise agreements and related agreements for Fridays Restaurants were transferred to us, and we became the franchisor of all existing and future franchise and related agreements. The ownership and control of the Proprietary Marks and other intellectual property related to the operation of Fridays Restaurants were also transferred to us as part of the Securitization Transaction.

The Securitization Transaction was funded through bonds issued by TGIF Funding to various investors (bondholders), which bonds are secured by us, including the Proprietary Marks and other intellectual property transferred to us in the Securitization Transaction.

At the time of the closing of the Securitization Transaction, TGI Friday's Inc. entered into a management agreement with us to provide the required support services to Fridays Restaurant franchisees under their franchise agreements. On January 1, 2025, Sugarloaf Management, LLC ("Sugarloaf Management") was appointed as our new manager. We will pay management fees to Sugarloaf Management for these services. We may also direct that certain fees or amounts due under the Franchise Agreement or other agreements with us be paid directly to our then-current manager, currently Sugarloaf Management. However, as franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreements you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf and/or to whom you pay any fees associated with these services.

Sugarloaf Management may act as a sales agent for Fridays Restaurant franchisees for the desktop computers, purchase kitchen equipment, furniture and related furnishings, and décor in exchange for an 8% purchasing agent fee; however, franchisees are not required to engage Sugarloaf Management to do so and Sugarloaf Management may discontinue providing such sales agent services at any time. Sugarloaf Management may source and negotiate with vendors for these and other products, services and supplies used in the Restaurant.

The Franchise

We offer you the right to enter into: (1) a Development Agreement, which gives you the right to develop one or more franchised Fridays Restaurants (each a "Restaurant") in a defined geographic area or territory; and (2) a Franchise Agreement, which gives you the right to operate each Restaurant that you establish.

If you believe a location is suitable for a particular sized unit, you must provide us with the demographic and other information we ask for so that we can evaluate the information and decide whether to give our consent.

Our Development Agreement (Exhibit A) provides for an agreed upon development schedule ("Development Schedule") and requires you to sign a Franchise Agreement (Exhibit B) for each Restaurant you establish under the Development Schedule. The form of Franchise Agreement for the first Restaurant that you develop under a Development Agreement will be the form attached to this Disclosure Document as Exhibit B. The form of franchise agreement for the other Restaurants that you develop pursuant to your Development Agreement will be our then-current standard form in general use when we accept the site for your Restaurant. These franchise agreements may differ materially from the Franchise Agreement attached to this Disclosure Document.

In addition to you, certain provisions and covenants of the Development Agreement and the Franchise Agreement also apply to those individuals and entities that directly or indirectly hold an equity interest in you ("Principal Owners"). We may require some or all of your Principal Owners to jointly and severally guarantee your obligations to us under the Development Agreement and the Franchise Agreement. We may require any Principal Owner or other person who has access to Confidential Information or who has an active role in the operation or management of the Restaurant to execute a Covenant and Agreement for Confidentiality Agreement (the current form is attached as Exhibit B to the Development Agreement, which also covers each Franchise Agreement entered into concurrently therewith).

We previously offered franchisees of Fridays Restaurants the option to process customer mobile orders from their Fridays Restaurants for certain test menu items under the "Apps All Around" and/or "Conviction Chicken" trademarks and under certain other approved third-party brands (the "Test Menu Items"); however, we do not intend to make these Test Menu Items available and/or to license these additional trademarks or third-party brands to new franchisees going forward.

Except as set forth above, neither we nor our predecessors, parents, or affiliates have offered franchises in any other line of business. We may in the future, however, develop, operate, or acquire additional restaurant concepts and sell them as franchises or acquire other rights to franchise concepts. We may use, or license others to use, any of the Proprietary Marks, within your Development Agreement Territory in conjunction with other restaurants, retail concepts, or businesses which operate under systems different than the "System" pursuant to which the Fridays Restaurants operate. You would have no rights to those other concepts.

Competition

The food service business is highly competitive in pricing, service, location, and food quality. Business is often affected by changes in consumer tastes, economic conditions, convenience, demographics, and traffic patterns. You must expect to compete with many other restaurants, bars, and taverns offering a wide range of comparably priced food and beverage items and a wide variety of service formats as well as businesses offering home meal replacement such as grocery store take out counters and specialty stores. Competitors include large numbers of national and regional restaurant chains and franchised restaurant systems (including other restaurant systems we or our parents or affiliates operate and/or franchise), as well as locally owned independent restaurants, bars, and taverns. Some of these competitors may have greater financial resources and longer operating histories than us, or our franchisees. There is also active competition for management and service personnel, as well as for attractive commercial real estate sites suitable for restaurants. We believe that the Restaurants will have a particular appeal to adults in the age group between 21 and 49. Typically, Restaurants are located in densely populated suburban or metropolitan areas or in close proximity to regional shopping centers.

Industry Specific Regulation

The restaurant industry is heavily regulated. Many of the laws, rules and regulations that apply to business generally, such as the Americans With Disabilities Act, Federal Wage and Hour Laws and The Occupational Health and Safety Act, also apply to restaurants. However, other laws, rules, and regulations have particular applicability to restaurants, and especially restaurants that offer full bar service.

You must have a liquor license before you open the Restaurant. The difficulty and cost of obtaining a liquor license, and the procedures for securing the license, vary greatly from area to area. There is also wide variation in state and local laws and regulations that govern the sale of alcoholic beverages. In addition, State Dram Shop laws give rise to potential liability for injuries that are directly or indirectly related to the sale and consumption of alcohol.

The U.S. Food and Drug Administration ("FDA"), the U.S. Department of Agriculture, the Federal Trade Commission, and state and local health departments administer and enforce laws and regulations that govern food preparation, service, restaurant sanitary conditions and nutritional representations on menus. Federal, state, and local agencies inspect restaurants to ensure that they comply with these laws and regulations.

The Federal Clean Air Act and various implementing 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 omissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality. Many states, counties, cities, and municipalities have enacted laws governing tobacco smoke.

Certain state and municipal laws require that nutritional language be included on the menu for each food item. The Patient Protection and Affordable Care Act of 2010 preempts those laws in favor of a federal menu labeling requirement.

You should consider these laws and regulations when evaluating your purchase of a franchise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 2

BUSINESS EXPERIENCE

As noted in Item 1 above, Sugarloaf Management provides services and support to our Fridays Restaurant franchisees and developers on our behalf, and acts as our sales agent. Listed below are our and Sugarloaf Management's officers and directors, and managers of Sugarloaf Management who have management responsibility relating to the sale or operation of the franchises offered in this Disclosure Document. Unless otherwise specified, the location of all positions in this Item 2 is or has been Dallas, Texas.

Chief Executive Officer: Raymond A. Blanchette

Mr. Blanchette has been the Chief Executive Officer and Manager of Sugarloaf Management, LLC since January 2025, the Chief Executive Officer of TGI Fridays Franchisor, LLC since January 2025, and the Manager of Sugarloaf Hospitality LLC since October 2023. Before that he was the Chief Executive Officer and Vice Chairman of the Board of Directors of TGI Friday's Inc. from October 2018 to May 2023 and a Director of TGIF Holdings, LLC from October 2019 to May 2023.

Chief Financial Officer and Secretary: Eric Easton

Mr. Easton has been the Chief Financial Officer of Sugarloaf Management, LLC since January 2025 and the Chief Financial Officer and Secretary of TGI Fridays Franchisor, LLC since January 2025. Before that, he was the Chief Financial Officer of On the Border Mexican Grill & Cantina from February 2024 to December 2024 and Chief Financial Officer of Ampex Brands from October 2019 to January 2024.

Senior Vice President of Sourcing – Sugarloaf Management: Tres Whitley

Mr. Whitley was appointed as the Senior Vice President of Sourcing of Sugarloaf Management, LLC in March 2025. Before that, he was the Senior Vice President of Strategic Sourcing and Brand Licensing of TGI Friday's Inc. from September 2024 to March 2025; Vice President of Brand Licensing for TGI Friday's Inc. from January 2022 to September 2024; and Senior Director of Strategic Sourcing and Brand Licensing for TGI Friday's Inc. from March 2019 and January 2022.

Chief Operating Officer – Sugarloaf Management: Ashley Kirkley

Ms. Kirkley was appointed as the Chief Operating Officer of Sugarloaf Management, LLC in March 2025. Before that, she served as Vice President of Franchise & Corporate Operations of TGI Friday's Inc. from September 2024 to March 2025; Vice President of Franchise Support for TGI Friday's Inc. from March 2024 to September 2024; Vice President of Operations for TGI Friday's Inc. from March 2021 until March 2024; and Director of Operations for TGI Friday's Inc. from March 2020 until March 2021.

Senior Vice President of Process Improvement – Sugarloaf Management: Dale Broach

Mr. Broach has been the Senior Vice President of Process Improvement of Sugarloaf Management, LLC since January 2025. Before that, he was the Senior Vice President of Operations of TGI Friday's Inc. from February 2023 to November 2023; Senior Vice President of Global Strategy Implementation and Execution for TGI Friday's Inc. from August 2022 to February 2023; and Vice President of Operations for TGI Friday's Inc. from February 2019 to August 2022.

Vice President of Information Technology – Sugarloaf Management: Samuel H. Langley

Mr. Langley was appointed as the Vice President of Information Technology of Sugarloaf Management, LLC in March 2025. Before that, he was the Vice President of Information Technology for TGI Friday's Inc. from March 2018 to October 2025.

President, International – Sugarloaf Management: Phil Broad

Mr. Broad has been the President of International of Sugarloaf Management, LLC since May 2025. Before that, he was the Senior Vice President (X-cite KSA) Food and Beverage of Alghanim Industries from December 2022 to April 2025; Vice President Food and Beverage of Alghanim Industries from October 2015 to December 2022; and Vice President Food and Beverage, AMEA of InterContinental Hotels Group from November 2012 to October 2015. Mr. Broad is and has been based in the Dubai for all positions disclosed.

Chief Counsel – Sugarloaf Management: Brent (Chip) Bundick

Mr. Bundick has been the Chief Counsel of Sugarloaf Management, LLC since October 2025. Before that, he was the Vice President of TGI Friday's Inc. from May 2021 to October 2025; and Chief Counsel, International from March 2019 to October 2025.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

In Re: TGI Friday's Inc., TGI Friday's of the Rockies, Inc., et al; 24-80069-11; In the United States Bankruptcy Court for the Northen District of Texas; filed on November 2, 2024.

Our predecessor, TGI Friday's Inc., and the Debtors sought bankruptcy protection under Chapter 11 of the Bankruptcy Code to facilitate a financial reorganization of the company. As of the issuance date of this Disclosure Document, the Bankruptcy Court has not yet entered a final decree in this bankruptcy case. We do not expect that any eventual court-approved bankruptcy plan will affect our relationship with franchisees or materially alter how we conduct business with them.

In Re Café Holdings Corp., et. al.; Case No. Case No. 25-52415; In the United States Bankruptcy Court for the District of South Carolina; Filed on November 16, 2018.

Sugarloaf Management's CFO, Eric Easton served multiple roles as Officer to entities related to Café Holdings Corp On November 16, 2018, Cafe Holdings Corp., Cafe Enterprises, Inc., CE Sportz LLC, and CES Gastonia filed voluntary petitions under Chapter 11 of the Bankruptcy Code. The address and principal place of business of the Debtors is 4324 Wade Hampton Blvd., Suite B, Taylors, SC 29687. Mr. Easton was hired as an expert in distressed business management to explore strategic alternatives including facilitating a 363 transaction for this business. The wind-down of the Debtors' estates remains ongoing and a final decree for this Chapter 11 case has not yet been entered. This case was filed prior to Mr. Easton becoming Sugarloaf's CFO and Mr. Easton's relationship with the TGI Friday's brand.

In Re ABP Opco LLC; Case No. 25-40107; In the United States Bankruptcy Court for the Eastern District of Texas; Filed on January 14, 2025.

Mr. Easton served as the Chief Financial Officer of ABP OPCO LLC which filed a voluntary petition for relief on January 14, 2025 under Chapter 7 of the Bankruptcy Code. The address and principal place of business of the Debtor is 3304 Essex Drive, Richardson, TX 75208. Mr. Easton was designated as an authorized representative of the Debtor and fulfilled reporting responsibilities. This Chapter 7 case currently remains pending.

In Re OTB HOLDING LLC, et al.; Case No. 25-52415; In the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division; Filed on March 4, 2025.

Mr. Easton served as Chief Financial Officer of On the Border Mexican Grill & Cantina but departed from the Company prior to the bankruptcy filing and was not involved in the administration. The address and principal place of business of the Debtor is 2201 West Royal Lane, Suite 240, Irving, Texas 75063. A wind-down of the Debtor's estate is still ongoing and a final decree has not yet been entered in the Chapter 11 cases.

Except for the above, no bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Pre-Paid Franchise Fee

When you sign a Development Agreement (Exhibit A), you will be required to pay us a non-refundable fee in consideration of Friday's commitment to reserve the Territory for exclusive development by Developer during the Term (the "Pre-Paid Franchise Fee") that is calculated based on the total number of Restaurants you commit to develop under the Development Agreement. You must commit to develop a minimum of 3 Restaurants to enter into a Development Agreement. The Development Fee will be equal to 100% of the Initial Franchise Fee for the first Restaurant to be developed, plus a deposit of 50% of the Initial Franchise Fee for each additional Restaurant to be developed. For example, if you commit to develop 3 Restaurants, the Development Fee is calculated as $50,000 + (2 x $25,000 = $50,000) = $100,000. The Pre-Paid Franchise Fee is fully earned by us upon receipt and is not refundable under any circumstances. The Pre-Paid Franchise Fee is calculated uniformly for all developers.

Franchise Fee

When you sign a Franchise Agreement (Exhibit B), you must pay us the initial Franchise Fee in the amount of $50,000 (the "Franchise Fee"). If you paid a Pre-Paid Franchise Agreement, the applicable amount will be credited toward payment of the Franchise Fee. The Franchise Fee is fully earned when paid and is not refundable. We may, in our discretion, reduce the Franchise Fee as a development incentive for selected developers to accelerate development, to compensate for unfavorable economic conditions, or for any other business purpose. Except in these limited circumstances, the Franchise Fee will be uniformly imposed.

You pay us or our affiliates no other fees or payments for services or goods before your Restaurant opens.

ITEM 6

OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty Fee	4% of Gross Sales	7 days after the end of each fiscal period (which currently is a calendar month)	"Gross Sales" includes the entire amount of the actual sales price, whether for cash, credit, check or other consideration, of all sales of food, beverages, merchandise, promotional items and services at or from the Restaurant. See Section 1.02 of the Franchise Agreement for additional information regarding what we include and exclude from the definition of Gross Sales.
Advertising and Promotion Obligation ("APO") System Marketing Fund	Your APO will not exceed 5% of Gross Sales Currently 4% of Gross Sales	See below. Same as Royalty Fees	The advertising contributions and marketing funds are further described in Item 11.
Digital Marketing Fee	Currently, none. If imposed in the future, amount determined by us annually, not to exceed 2% of Gross Sales	Same as Royalty Fees	We currently cover these costs out of the FMAC, but in the future we may require you to contribute an amount determined by us (the "Digital Marketing Fee") toward the cost of the development and maintenance of Digital Media, which is further described in Item 11. We will collect the Digital Marketing Fee monthly and will notify you of the amount of the Digital Marketing Fee in or before January of each year, and the Digital Marketing Fee will remain the same if we do not notify you of a change before January 31 of each year.
Audit Fees	Deficiency in Royalty Fees, advertising contributions and other amounts owed, plus interest	Within 10 days after receipt of the audit report	Audits are at our expense, unless the audit reveals an understatement of Gross Sales of 1% or more or underpayment of the Royalty Fee of 5% or more or the audit is necessary because you failed to submit reports or records.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Collection Costs and Expenses	Our costs and expenses	On demand, if required	These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of the Restaurant, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.
Costs and Attorneys' Fees	Our costs and expenses	On demand, if required	If we prevail in litigation regarding enforcement of the terms of any agreement, you must pay our costs and expenses, including reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.
Indemnification	The losses and expenses incurred by us and our affiliates	As incurred	You must indemnify and hold us and our affiliates harmless in all actions arising out of or resulting from the development or operation of your Restaurant excluding the gross negligence or willful misconduct of Franchisor.
Interest	18% per annum or the maximum rate permitted by law , whichever is less.	Within 30 days from the date of invoice	Delinquent payments shall bear interest from the due date until received by us.
Late Fees	$500	Due with payment of the delinquent payment	
Liquidated Damages – Breach of Covenants against Competition	Our then-current Initial Franchise Fee plus 8% of the Gross Sales of the competing restaurant business for two years	Upon demand, if required	

Type of Fee (Note 1)	Amount	Due Date	Remarks
Early Termination Damages – Franchise Agreement	Amount equal to the average monthly Royalty Fees and advertising contributions that you incurred during the 36 months prior to the termination, multiplied by the lesser of 36 months or the number of months remaining in the term of the Franchise Agreement	Within 30 days following termination	Payable if you default on your obligations and we terminate the Franchise Agreement.
Early Termination Damages – Development Agreement	Amount equal to 2 times the average of the total annual Royalty Fees and advertising contributions owed under Franchise Agreements over the prior 3-year period multiplied by the number of restaurants that remain to be developed pursuant to the Development Schedule, unless you have been developing for less than 3 years. See Remarks.	Within 30 days following termination	Payable if you default on your obligations and we terminate the Development Agreement. If developing Restaurants for less than 3 years, an amount equal to 2 times the average of the total annual royalty fees and advertising marketing contributions (prorated, if necessary) owed under Franchise Agreements during the most recent 12 month period of time multiplied the number of restaurants that remain to be developed pursuant to the Development Schedule.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Initial Training	All living and transportation expenses of all trainees. The amounts are unknown and may vary depending upon factors such as the third-party supplier selected and your distance from training.	Upon management trainee's registration for the course	Each new hire manager is required to attend our initial training program (which may be conducted entirely virtually, as we determine).
Additional Training and Consultation / On-Site Training and Support Fee	Up to $100/ hour of support, plus reimbursement of all costs and expenses incurred in connection with same.	As incurred	If you request or we determine it is necessary to provide additional training or support beyond what is required under the Franchise Agreement and/or any on-site training or support, we or Sugarloaf Management may charge you the fee set forth in Column 2. In addition, you must reimburse us and/or Sugarloaf Management for all costs and expenses incurred in connection with providing same (including transportation, lodging, meals, etc.)
Post-Termination or Post-Expiration Expense	All amounts we may incur, currently estimated to be $1,000 to $25,000	Within 30 days from date of invoice	Among other things, if we do not acquire the Restaurant site after your Franchise Agreement terminates or expires, you must de-identify the premises. If you do not de-identify the premises, we may do so at your expense.
Purchasing Agent Fee	8% of the total purchase amount	As arranged.	If Sugarloaf Management acts as your agent for purchasing any initial or replacement Purchasing Agent Items, you must pay Sugarloaf Management the total purchase amount for such items which Sugarloaf Management passes through to the applicable fees, plus the Purchasing Agent Fee.
Reimbursement of Insurance Costs	Our out-of-pocket costs of obtaining coverage	Immediately upon receipt of invoice	If you fail to procure or maintain the required insurance, we may procure the insurance and charge its cost along with our out-of-pocket expenses to you.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Relocation Royalties	4% multiplied by the average monthly Gross Sales earned by Franchisee during the 12 months preceding the requested relocation.	Payable when you submit relocation request	You may not relocate the Franchised Restaurant without our prior written consent. If we approve your request, we also have the right to charge the Relocation Royalties during the period when the Restaurant is closed.
I.T. Service and Support Fee	$1,260, billed quarterly	To be invoiced and paid quarterly (in advance) in January, April, July and October	This fee covers support related to help desk services, back office services, point of sales services including menu management, and O365 licensing for each Restaurant location.
Renewal Fee	50% of our then-current Initial Franchise Fee for the first Renewal Term	When you sign a Franchise Agreement for the renewal term.	We may offer to you a Renewal Term if you satisfy certain conditions and meet our qualifications to remain a franchisee at the beginning of each Renewal Term. The Renewal Fee is in addition to, among others, any costs you incur for required remodeling.
Supplier Inspection, Testing and Approval	$3,500; plus, $2,500 - $4,500 for approval	As incurred	You may submit to us a written request for consent to use other suppliers. As a condition of our consent, we are permitted to inspect the supplier's facilities and take samples of the items proposed for testing at your expense.
Supplier Payments	Our costs in paying any supplier that you fail to pay	Upon receipt of invoice.	If you fail to promptly pay one or more suppliers as required, we may, but are not required to, pay such supplier(s) on your behalf, and you must reimburse us for such payment.
Restaurant Inspections	$2,500 - $3,500 per re-inspection	As incurred	You must reimburse us for all costs and expenses we incur in connection with inspecting your Restaurant in the event of a material deficiency or prior failed inspections. You must also reimburse us for the cost of any ongoing third-party inspections, regardless of deficiency.
Site Selection Visits (Development Agreement)	Up to $3,000 per visit	As incurred	Under the Development Agreement, we may make visits to the Territory, for purposes of reviewing available sites. You are responsible for the costs and expenses we incur for up to 2 visits per year.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Territory Support Visits (Development Agreement)	Up to $3,000 per visit	As incurred	Under the Development Agreement, we may make visits to the Territory to provide support to you. You are responsible for the costs and expenses we incur in connection with each such visit.
Taxes	Assessed amount	Within 30 days from date of invoice.	You must pay us the amount of any sales, gross receipts, excise, license or similar tax imposed on us that are associated with payments to us under the Franchise Agreement.
Transfer Fee	$5,000 plus reimbursement for all out-of-pocket expenses (including background checks of not more than $3,500 per check) we incur associated with the Transfer.	With submission of transfer application and related materials.	
Guest Relations Program	$6 administrative fee per incident of guest complaint on a store level basis, excludes general inquiries	Within 30 days from date of invoice.	You will be charged a monthly administrative fee per incident of guest complaint handled by us through the guest relations phone line, email or postal mail, in addition to the fees charged to reimburse us for guest complaint resolutions, e.g., free appetizer coupons, etc.
Non-compliance fee	1% of Gross Sales	On demand, if required	We may assess a non-compliance fee for each month in which a default under the Franchise Agreement has occurred or continued for one or more days. The non-compliance fee compensates us for damage to the reputation of Fridays Restaurants, the Proprietary Marks and the entire System.

Notes:

(Note 1) Except as noted in the preceding chart, all fees and expenses described in this Item 6 are non-refundable, and are imposed by and payable to us and/or our then-current manager (currently, Sugarloaf Management). We may at any time direct that you pay certain fees or amounts due under the Franchise Agreement, Development Agreement and/or other agreements with us directly to our then-current manager (currently, Sugarloaf Management). You must comply with our payment direction, including any change in such payment designation, upon receipt of such notice. Generally, all fees are uniformly imposed on our franchisees; however, in certain circumstances, we may adjust a fee for a particular franchisee for various business purposes and we may offer incentives that reduce fees due to us. During our last fiscal year, we adjusted certain fees identified in Item 6. We have the right to make inflation adjustments to the fixed-dollar amounts under the Franchise Agreement if there are changes in the Consumer Price Index published by the U.S. Bureau of Labor Statistics ("BLS") or, if the BLS no longer publishes the Index, then another reasonable alternative measure of inflation we designate.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
P12 + Prototype
2,000 – 4,500 Square Foot TGI Fridays™ Restaurant

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee (Note 1)	$50,000	$50,000	Lump sum	Upon execution of Franchise Agreement	Us
Furniture, Fixtures, Decor & Sound System/TVs (Note 2)	$100,000	$185,000	As billed; prepaid if ordered through Sugarloaf Management	As incurred	Sugarloaf Management, Other Suppliers
Exterior Signage	$15,000	$100,000	As billed	As incurred	Suppliers
Kitchen/ Bar Equipment (Note 2)	$230,750	$495,000	As billed; prepaid if ordered through Sugarloaf Management	As incurred	Sugarloaf Management, Other Suppliers
Kitchen/ Bar Accessories (Note 2)	$40,000	$50,000	As billed; prepaid if ordered through Sugarloaf Management	As incurred	Sugarloaf Management, Other Suppliers
Computer POS Systems/KDS / Installation (Notes 2 and 3)	$18,000	$23,000	As billed; prepaid if ordered through Sugarloaf Management	As incurred	Sugarloaf Management, Other Suppliers

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Purchasing Agent Fees (Note 2)	$0	$60,250	As billed; prepaid if ordered through Sugarloaf Management	As incurred	Sugarloaf Management
I.T. Service and Support Fee (Note 3)	$1,260	$1,260	Lump sum	Upon execution of Franchise Agreement	Sugarloaf Management
Opening Inventory (Note 4)	$70,000	$90,000	As billed	As incurred	Suppliers
Hiring Expenses; Training (Note 5)	$65,000	$200,000	As billed	As incurred	Employees and Suppliers
NSO Support (Note 6)	$0	$241,000	As billed	As incurred	Sugarloaf Management
Liquor License (Note 7)	(Note 6)	(Note 6)	Lump sum or Rent	Upon Transfer or Application	Government Agency or Prior License Holder
Building & Improvements (Note 8)	$600,000	$2,300,000	As billed	As incurred	Lessors, Contractors and Subcontractors
Site Improvements (Note 8)	$70,000	$345,000	As billed	As incurred	Lessors, Contractors and Subcontractors
Developmental Costs (Note 8)	$65,000	$100,000	As billed	As incurred	Engineers, Architects, Other Professionals
Insurance (3 months) (Note 9)	$12,500	$25,000	As billed	As incurred	Suppliers
Miscellaneous Costs (Note 10)	$10,000	$100,000	As billed	As incurred	Employees, Suppliers and Governmental Agencies
Online Ordering (Note 11)	$600	$600	As billed	As incurred	Sugarloaf Management
Additional Funds (3 months) (Note 12)	$60,000	$200,000	As billed	As incurred	Various Suppliers and Employees
Total (Note 13)	**$1,408,110**	**$4,516,110**			

Notes:

Costs paid to us and Sugarloaf Management are not refundable. Whether any costs paid to third parties are refundable will vary based on, among other things, the practice in the area where your Restaurant is located. We do not provide financing to franchisees either directly or indirectly in connection with the initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your credit worthiness, collateral which you may make available, or policies of local lending institutions with respect to the nature of the business.

(Note 1) See Item 5 for a description of the Franchise Fee.

(Note 2) You may, but are not required to, retain Sugarloaf Management as your agent to purchase some or all of the kitchen equipment, furniture and related furnishings, décor, and Computer POS Systems/KDS/Installation (the "Purchasing Agent Items"). If you do, you must sign our then-current form of Purchasing Agreement and pre-pay Sugarloaf Management for the items purchased. Our current form of Purchasing Agreement is attached as Exhibit C to this Disclosure Document. Sugarloaf Management will not ship the items to you until you pay for them. Sugarloaf Management may discontinue providing this optional purchasing service at any time. If Sugarloaf Management acts as your purchasing agent for such items, you must pay it a fee equal to 8% of the total purchase amount for the Purchasing Agent Items you purchase through Sugarloaf Management. These payments are not refundable under any circumstance. If you do not retain Sugarloaf Management as your agent to purchase some or all of the Purchasing Agent Items, then you will not be required to pay Sugarloaf Management anything for these items (but will instead be required to pay the designated third-party vendors for these items directly). The low end of the Purchasing Agent Fee set forth in the table above assumes that you do not retain Sugarloaf Management as your purchasing agent for any Purchasing Agent Items, and the high end estimate assumes that you retain Sugarloaf Management as your purchasing agent for all Purchasing Agent Items, and that the cost of all such Purchasing Agent Items totals the high end range of each.

(Note 3) See Item 11 for a description of the Computer and Point of Sale Systems. Upon signing the Franchise Agreement, you must pay Sugarloaf Management the first quarterly I.T. Service and Support Fee payment, which relates to help desk services, back office services, point of sales services including menu management, and O365 licensing for each Restaurant location.

(Note 4) Opening inventory reflects the costs of consumable inventory items such as food, liquor, cleaning supplies and paper goods, which are necessary on the opening day. You must promptly replenish these items as consumed.

(Note 5) Hiring expenses include, among others, costs such as the expenses of using social media recruitment strategies in advertising for employees, costs of interviewing activities, travel, and wages for your managers and hourly employees during pre-opening training. The low amount assumes two managers transfer from existing Fridays Restaurants, with minimal travel expense for employees, managers, and trainers as they come from within the local market. The high amount assumes managers and trainers will require travel and lodging during the training period, and that all employees will be new hires requiring training.

(Note 6) We are not required to provide you with any on-site new store opening training or support ("NSO Support"), however, we reserve the right to provide or to have provided on our behalf NSO Support as we determine necessary, taking into account factors such as your prior relevant experience, in our sole business judgment. If we do, you will be required to pay Sugarloaf Management an amount between $0 and $241,000 (the "NSO Support Cost"), inclusive of our representatives' travel, lodging, meals and salaries, for up to 6 weeks of NSO Support, unless you and we otherwise agree in writing. The NSO Support Cost will vary depending on if we determine such NSO Support is necessary, how many trainers we send, and the length of such NSO Support.

(Note 7) The cost of obtaining liquor licenses is not included in the chart above. This cost varies greatly depending on the locale and the requirements of the applicable state, county or municipal liquor licensing laws and related liquor licensing authorities, so we cannot provide an accurate estimate. In some states, liquor licenses must be purchased at costs ranging from $5,000 to $1,000,000. This amount does not include entity-related franchise taxes required by some states.

(Note 8) The low end cost estimates assume a build out of a leased in-line location (i.e., a shopping mall) and the high end cost estimates assume a build out of a leased existing standalone building that would require extensive changes. Landlord allowances for improvements are sometimes available and may vary considerably and may offset certain costs. In addition to construction costs, you may incur developmental costs for engineering, architectural, design, real estate, legal and other professional services. Our construction and developmental cost estimates assume that there are no unusual site conditions, and that adequate utilities are available at the premises. The actual size of your unit may, conditioned upon our approval, be larger or smaller than the typical unit shown here.

(Note 9) Insurance costs vary by insurability of each franchisee, restaurant location and facility type. You may be required to pay your entire premium for workers' compensation, property and casualty insurance in advance. You are responsible for obtaining all insurance necessary to operate the Restaurant, which may include additional insurance coverage or greater policy amounts, subject to factors beyond our control.

(Note 10) Miscellaneous costs include items like utility and service company deposits, possible transportation and/or utility impact fees, advertising and promotional expenses and materials for your initial opening, and unforeseen incidental expenses.

(Note 11) This is the negotiated yearly cost per restaurant location for online ordering services via our hosted website and mobile apps.

(Note 12) You will need additional funds to operate the Restaurant during the start-up phase of your business, including cash expenditures for food, beverage and labor costs of management and hourly employees, and expenses for supplies, utilities, rent, taxes, and common area expenses. This estimate includes your required $15,000 grand opening advertising expenditure. Our estimate excludes amortization, depreciation or the cost of debt service. There are many variables affecting these amounts such as sales volume, number of employees, rates of pay and frequency of inventory turnover. Your actual costs will depend on such factors as your management skills, experience and business acumen, local economic conditions, and competition. You should calculate your estimated expenses for these items based on the anticipated costs in your market and consider whether you will need additional cash reserves.

(Note 13) The total cost does not include the cost to purchase real estate for a Fridays Restaurant. These costs vary significantly by location based upon a variety of factors. You should consult with real estate professionals in the local area in which you are interested in order to establish a cost estimate to purchase or lease the real estate. The costs and expenditures listed in the charges above are for a new Restaurant prototype that we continue to develop and that we are likely to change and modify. In preparing the cost estimates, we relied upon our and our predecessor's experience in developing and opening Fridays Restaurants, upon information provided to us by franchisees, and upon our independent research. The information above is not entirely based on actual, historical or as-built information but is based on estimates we have developed with the assistance of third-party architectural firms and general contractors. Except as stated in the preceding charts and accompanying notes, these amounts may be subject to increase based on changes in market conditions, our and our designee's cost of providing services and future policy changes.

YOUR ESTIMATED INITIAL INVESTMENT – DEVELOPMENT AGREEMENT FOR 3 RESTAURANTS

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Pre-Paid Franchise Fee (Note 1)	$100,000	$100,000	Lump Sum	Upon Development Agreement Signing	Us
Professional Fee (Note 2)	$5,000	$5,000	As Arranged	As Arranged	Attorneys, Accountants
Totals (Note 3)	**$105,000**	**$105,000**			

(Note 1) The Pre-Paid Franchise Fee is a pre-payment of the Initial Franchise Fees that will be owed under the Franchise Agreement for each Restaurant developed (with 100% of the Franchise Fee for the first Restaurant pre-paid + 50% of the Franchise Fee for each subsequent Restaurant committed to be developed pre-paid). The Table above assumes that you will develop 3 Restaurants. However, this is not a maximum. The Pre-Paid fee will depend on the total number of Restaurants you commit to develop under the Development Agreement.

(Note 2) You may wish to engage the services of professionals in evaluating our franchise and when entering into the Development Agreement. This will include attorneys and accountants. Actual cost depends on the work done by your attorneys and accountants and their rates.

(Note 3) If you sign a Development Agreement, the estimated initial investment for the first Restaurant you open under the Development Agreement is as disclosed in the Item 7 table above for individual Franchise Agreements (i.e., between $1,408,110 and $4,516,110). You should be aware that the initial investment (the estimate of which is disclosed in the Item 7 table above for individual Franchise Agreements) for your second and subsequent Restaurants, however, will likely be higher than for your first Restaurant due to inflation and other economic factors that may vary over time.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that the quality of the goods and services you offer under our Proprietary Marks is consistent with those we offer, you must develop and operate the Restaurant under our standards and specifications as more specifically described below.

Insurance

You must obtain and maintain all insurance required by law or that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Restaurant, which must include, at a minimum, insurance policies of the kinds, and in the amounts, we periodically require. Franchisor, Sugarloaf Management (as our manager), and any entity with an insurable interest designated by us, must be named as an additional insured in all policies, with the exception of

Workers' Compensation only, to the extent each has an insurable interest. Waivers of subrogation against us and Sugarloaf Management will also be provided for all policies, including the Property Insurance, Builders Risk, General Liability, Liquor Liability, Automobile Liability, and Workers' Compensation policies. We may increase the minimum coverage required and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. You will receive written notice of such modifications and must take prompt action to secure the additional coverage or higher policy limits.

These required insurance policies include, at a minimum, the following: (1) Commercial General Liability Insurance, providing coverage for bodily injury, personal injury, advertising injury, property damage, products liability, completed operations with a limit of not less than $10,000,000, auto liability insurance on owned, non-owned and hired automobiles with a limit of not less than $10,000,000 and liquor liability/dram shop insurance with a minimum limit of $10,000,000 (this insurance must be on an occurrence based policy form, and may be provided by a combination of primary and excess liability policies); (2) Workers' Compensation Insurance in such amount as may be required by applicable statute or rule and Employer's Liability Insurance with a limit of not less than $1,000,000; (3) “All Risk” Property Insurance on the Restaurant with replacement costs coverage and business interruption insurance covering our fees, with Franchisor named as a loss payee on the policy with respect to those fees; (4) Builder's All Risk Insurance in connection with the initial construction, facilities remodeling, relocation or any other substantial construction of the Restaurant; (5) Employment Practices Liability insurance with a limit of not less than $1,000,000; and (6) Cyber Liability insurance with a limit of not less than $1,000,000. You also must maintain performance and completion bonds in forms and amounts, and written by carrier(s), reasonably satisfactory to us.

Each liability policy must be endorsed to be primary and non-contributory and must contain either a “cross-liability” endorsement or a “separation of insureds” provision. Each insurance policy must be written by an insurance company that has received and maintains an A.M. Best Rating of “(A) VII” or better (or comparable ratings from a reputable insurance rating service, in the event such A.M. Best ratings are discontinued or materially altered).

You must provide us with original certificates of insurance acceptable to us evidencing that the policies are in effect at the earlier of (1) the start of construction or renovation, or (2) the date the Restaurant opens, and on each policy renewal date thereafter. If you fail to obtain or maintain the required insurance, we have the right to acquire such insurance and collect the cost thereof, plus our out of pocket expenses.

Kitchen Equipment, Décor, Inventory, Food and Beverage

We do not require you to purchase or lease products, services, supplies, fixtures, equipment, inventory or real estate from us or our affiliates to establish or operate the Restaurant. However, in addition to complying with our standards and specifications, we do require you to obtain all inventory, supplies, products and materials you use in the development and operation of the Restaurant (including our proprietary items) only from suppliers we have approved. We, our designee, or an affiliate may be such a supplier. None of our officers owns any interest in any of our suppliers.

We and our designees have arrangements with other third party suppliers to provide you with our proprietary items, as well as with other services, fixtures, furnishings and equipment (including kitchen equipment and décor), signs and recorded music we require or permit you to use in the Restaurant. We and our designees also have arrangements with various third party suppliers of food and beverage products.

At your option, Sugarloaf Management may act as your purchasing agent for the computer desktop, kitchen equipment, furniture and related furnishings, and décor to be used in the Restaurant (the

"Purchasing Agent Items"). If it does, you must pay it a fee equal to 8% of the total purchase amount for the Purchasing Agent Items you purchase through Sugarloaf Management. Sugarloaf Management may discontinue this optional service, however, at any time. (See Items 5 and 7).

We, Sugarloaf Management and our and/or its affiliates may receive certain discounts, rebates, purchasing fees, brokerage commissions, contract incentives and growth fees on certain purchases from unaffiliated suppliers. The discounts, rebates, purchasing fees, brokerage commissions, contract incentives, and growth fees vary from supplier to supplier, and are generally based on a percentage of sales (although some suppliers may pay rebates based on a fixed fee arrangement). Certain discounts are made available to franchisees who purchase through recommended suppliers and distributors of our or our affiliate's purchasing department. Some of the savings we and our affiliates may retain compensate us for our efforts in creating growth volumes through negotiating contracts and administering these programs.

In our fiscal year ended December 30, 2024, neither we nor Sugarloaf Management earned any revenues from required purchases and leases by franchisees. For the fiscal year ended December 30, 2024, TGIF Inc. earned $1,077,754 in revenues (or approximately 0.2% of its total revenues in 2024 of $564,879,033) from required purchases and leases by franchisees. While we and/or Sugarloaf Management may retain rebates, purchasing fees, brokerage commissions, contract incentives, and growth fees received from unaffiliated suppliers, some of those amounts are passed on to Fridays Restaurants based upon their actual purchases and some of those amounts are used to enhance the offerings at conferences and for various brand initiatives.

We give you a list of suppliers we approve together with an Approved Product List. We also have criteria for supplier approval that are available to you. If you wish to purchase or lease any items from a supplier to which we or our predecessor have not consented, you or the supplier must submit a written request to us. Our review typically is completed in 60 days. As a condition of our consent, we must be allowed to inspect the supplier's facilities and samples of its products. We can require the supplier to deliver its samples either to us or to an independent laboratory we select for testing. We also may, at our option re-inspect the facilities and products of any supplier and revoke our consent if the supplier fails to continue to meet our criteria. We require you to follow our supplier approval process, including placing a deposit to cover costs. We require you to pay our costs of inspecting the supplier's facility and testing samples of its products. (See Item 6.) Depending upon the scope and nature of the inspection necessary, fees may vary significantly. All suppliers must demonstrate that they have the ability to meet our standards and specifications for the items they supply (including our financial requirements), fill a need in the supply chain, reduce system costs while maintaining or improving quality, supply, service and brand identification, possess quality controls, have the capacity to supply our franchisees' needs promptly and reliably in a manner consistent with our standards and specifications, and complement any existing contractual obligations or brand strategies.

At the date of this Disclosure Document, we do not require you to participate in any purchasing or distribution cooperative. However, we and our designees do negotiate purchase arrangements, including price terms, with certain suppliers on behalf of the System.

The costs and expenses for delivery of inventory to certain geographical areas, such as the Pacific Northwest (Oregon, Washington, Idaho, Utah, and Montana), may vary considerably and you may experience increased costs and expenses compared to most other Fridays Restaurants due to supply and distribution costs. Depending on the geographical location for delivery of your inventory, food and beverage costs as a percentage of your total sales may be higher than that of many other Fridays Restaurants in the System.

The cost of our required purchases and leases or items under our specifications represents approximately 90% of your total cost of all purchases and leases of goods and services in establishing and operating a Restaurant.

Information Technology

We define the technical standards and specifications used in the Restaurant and require that you purchase the equipment and services comprising the standard configuration for all technology used in each Restaurant. The entire system includes hardware and software for the back office system, point of sale system, kitchen management system, network and Guest Internet, integrated Loyalty Program processing, integrated credit card processing and integrated gift card processing.

We require that you use only technical installers approved by us or our designee. We or our designee also provide technical support for your staff and systems.

We require that you comply with software licensing requirements, licensing and services renewals and applicable hosting fees.

Gift Card Program

We use electronic gift cards throughout the System and participation is mandatory. You will be required to obtain the necessary hardware to allow connectivity to activate the gift cards and process redemptions. The cost per location will vary depending on the point of sale system currently in use at the Restaurant. At the same time as you sign the Franchise Agreement, you will be required to sign and deliver to us the then-current form of Gift Card Participation Agreement (Exhibit J).

Loyalty Program

Sugarloaf Management owns and manages a guest membership program, which is currently called "Fridays Rewards®," in which you are required to participate ("Loyalty Program"). (See Item 11) Sugarloaf Management does not receive any revenues from franchisees using the Loyalty Program. If you execute all required agreements, Sugarloaf Management can assist with marketing tools that allow Sugarloaf Management to send emails, SMS, and Loyalty Program app push notifications to a preloaded list of Loyalty Program members related to your franchised restaurants. You are not required to use these tools.

In-Store Music Service Program

Participation in an approved in-restaurant music system is mandatory. You will be required to comply with all music licensing laws in relation to music you play through the music system, on the radio, on televisions and through live entertainment, disc jockeys, karaoke, trivia nights and any other entertainment that includes music. You must, at your own expense, obtain all necessary music licenses from third-party providers (such as ASCAP, BMI, SESAC, and GMR). The price of these music licenses will vary based on the provider and the Restaurant's needs.

Guest Internet Standards

Our System Standards include required precautions for Guest Internet Standards to protect the Brand, our guests and your business. Participation in and meeting the Guest Internet Standards is mandatory. You will be required to install the Guest Internet solution defined by us which (i) provides content filtering for adult and other offensive content and (ii) provides fraud protection and controls.

Payment Card Industry Data Security Standards Compliance Framework

Our System Standards include Payment Card Industry (PCI) Data Security Standards Compliance Framework. You are required to comply with the current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC, which can be found at (https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security), or any successor or replacement organization, and/or in accordance with other standards as we may specify. As of this publication date, all Level 1 and Level 2 Merchants are required to have their PCI assessments conducted by either a third party Qualified Security Assessor ("QSA") or a certified Internal Security Assessor ("ISA"). You are required to submit annually to our or our designee's Information Security Department via electronic mail at informationsecurity@fridays.com a fully completed copy of your PCI Attestation of Compliance.

When determining whether to grant new or additional franchises, we consider many factors, including compliance with the requirements described in this Item 8. Except for the foregoing, we do not provide material benefits to franchisees based upon their purchasing of particular products or services or use of particular suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Development Agreement (DA) and Franchise Agreement (FA)	Item in Disclosure Document
a.	Site selection and acquisition/ lease	DA: Section 3 FA: Sections 2.01 & 5.02, Rider 2	Items 8, 11
b.	Pre-opening purchases/ leases	DA: Sections 4.A FA: Sections 3.01, 4.03, 6.01, 7.03.I, 7.05, 10.01, & 11.02	Items 5, 7, 8, 11
c.	Site development and other pre-opening requirements	DA: Section 3 FA: Sections 4, 5, & 6	Items 8, 11
d.	Initial and ongoing training	DA: Sections 3.C. & 5 FA: Sections 4, 7.08, & 25.04	Items 6,11
e.	Opening	DA: Not Applicable FA: Sections 4, 7.01, & 11.02	Item 11
f.	Fees	DA: Section 4, "Key Terms" FA: Sections 3, 4.04, 5.01, 10, 11, & 16.02, Exhibit E	Items 5, 6, 7, 17

	Obligation	Section in Development Agreement (DA) and Franchise Agreement (FA)	Item in Disclosure Document
g.	Compliance with standards and policies/Manuals	DA: Section 3.C, 5.E, 7, 10.C FA: Sections 2.01, 4.01, 6, 7, 9, & 15.01	Items 8, 11
h.	Trademarks and proprietary information	DA: Sections 6 & 19.G FA: Sections 9 & 11	Items 13, 14
i.	Restrictions on products/ services offered	DA: Not Applicable FA: Sections 2.01.A & 7.05	Items 11, 16
j.	Warranty and customer service requirements	DA: Not Applicable FA: Section 7.03.H	Item 16
k.	Territorial development and sales quotas	DA: Sections 2 & 3, "Key Terms" FA: Not Applicable	Item 12
l.	Ongoing product/service purchases	DA: Not Applicable FA: Sections 7.03.I & 7.05	Items 5, 6, 8
m.	Maintenance, appearance and remodeling requirements	DA: [Section 3.F] FA: Section 6, 7.03, 10.01	Items 6, 17
n.	Insurance	DA: Not Applicable FA: Section 12	Items 6, 7, 11
o.	Advertising	DA: Not Applicable FA: Sections 3.02, 3.03, & 11; Exhibits A & B	Items 6, 11
p.	Indemnification	DA: Section 13 FA: Section 21	Items 10, 14, 15, 17
q.	Owner's participation/ management/ staffing	DA: Sections 5 & 21 FA: Sections 4, 8.03, & 15.01	Item 15
r.	Records and reports	DA: Not Applicable FA: Section 13	Item 17

	Obligation	Section in Development Agreement (DA) and Franchise Agreement (FA)	Item in Disclosure Document
s.	Inspections and audits	DA: Not Applicable FA: Sections 6.06, 6.09, 7.01, 7.02, 7.05, 7.08, 10.01, 13, & 15.01	Item 6
t.	Transfer	DA: Section 8 FA: Section 16	Item 17
u.	Renewal	DA: Not Applicable FA: Section 2.03	Item 17
v.	Post-termination obligations	DA: Section 11 FA: Section 19	Item 17
w.	Non-competition covenants	DA: Section 7.D, Exhibit B FA: Sections 8 & 15	Item 17
x.	Dispute resolution	DA Section 12 FA: Section 20	Item 17

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

ITEM 11

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

As noted in Item 1, we have entered into a management agreement with Sugarloaf Management for the provision of support and services to Fridays Restaurant franchisees. However, we remain responsible for all of the support and services required under the Franchise Agreement and Development Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Except as listed below, we are not required to provide you with any assistance.

<u>Franchisor's Obligations Prior To Opening</u>

<u>Development Agreement</u>: Under the Development Agreement we will provide you with the following assistance:

1. We will grant to you development rights to a Territory within which you will assume the responsibility to establish and operate an agreed-upon number of Restaurants under separate Franchise Agreements. (Development Agreement, Section 2.A.)

2. You must obtain site acceptance from us by the site acceptance deadline identified in your Development Schedule. If we have not accepted a site within the relevant time period, we, at our option, may terminate the Development Agreement. We will review site survey information on sites you select for conformity to our then-current standards and criteria for potential sites and, if the site meets our criteria, approve the site for development of a Restaurant. We reserve the right to conduct in-person visits of proposed sites at your cost and expense. (Development Agreement, Section 3) The criteria we use when evaluating a site you propose includes: general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings, ease of access to the location, level of foot traffic, visibility to the site, co-tenants within the building, lease terms, level of competition in the area, and demographic characteristics such as income levels, household size, population density and ethnic mix.

3. We will offer and perform the training, instruction, assistance and other activities set forth in the Franchise Agreements for your Restaurants. (Development Agreement, Section 5.C.)

<u>Franchise Agreement</u>: Under the Franchise Agreement we will provide you with the following assistance:

1. We do not select the site for your Restaurant. You select the site for your Restaurant (subject to our acceptance). The site for your Restaurant must be approved before you enter into the Franchise Agreement. The Restaurant may not be relocated without first obtaining our written consent and payment of the Relocation Royalties (see Item 6) during the period when the Restaurant is closed. (Franchise Agreement, Sections 5.A. & 5.B.)

2. Review and consent to (or reject) your proposed occupancy contract granting you rights to the site. (Development Agreement, Section 3.A.; Franchise Agreement, Section 5.02, Rider 2)

3. Furnish you with prototypical plans and specifications, including general requirements for dimensions, design image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, and color scheme. It will be your responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the Restaurant premises, and you must ensure that these plans and specifications comply with applicable ordinances, building codes, and permit requirements and with lease requirements and restrictions. (Franchise Agreement, Section 6.01-6.03)

4. Purchase from us and our designees the required computer systems. If you request, we will review your request to use any fixtures, furnishings, equipment, or signs which previously have not been approved by us within 30 days after receipt of your request. (Franchise Agreement, Sections 7.05 & 10.01)

5. Provide access to our Manuals, which contain information and knowledge that is unique, necessary and material to the System, including mandatory specifications and standards relating to the construction, management, and operation of Fridays Restaurants ("System Standards"). We may revise the contents of the Manuals, and you agree to comply with each new or changed section. (Franchise

Agreement, Section 7.07.A) The Table of Contents of the training-related Manuals as of the date of this Disclosure Document, which can be viewed through Fridays Metro, is set forth in Exhibit K. The training-related Manuals contain a total of approximately 878 pages. Other Manuals containing supplier or provider information will be provided electronically via a SharePoint site or other web-based platform.

6. A list of our Approved Suppliers of, and a list of specifications for certain fixtures, equipment, signs, supplies, goods and inventory you must purchase (however we do not deliver or install such items or provide any other assistance regarding the procurement of such items). The list of Approved Suppliers is subject to change during the term of your Franchise Agreement. (Franchise Agreement, Section 7.05)

7. Review of and assistance with your Grand Opening Plan to promote the opening of your Restaurant. (Franchise Agreement, Section 11.02.)

8. Provide our Owner's Orientation Program you and your Principals and general manager training program to your Director of Operations (Franchise Agreement, Section 4.01).

9. Provide some (or, in certain circumstances, all) of the members of a NSO Team at your cost, to assist you in training your employees at the Restaurant premises and in opening the Restaurant. (Franchise Agreement, Section 4.03)

Franchisor's Obligations After Opening

During the operation of your Restaurant, we will:

1. Collect, administer, and spend for advertising purposes monies paid by franchisees and company-operated restaurants into our System Marketing Fund and Regional Advertising Funds (if established). (Franchise Agreement, Sections 11.01 & 11.03)

2. Establish (or permit franchisees in relevant geographic areas to establish) Regional Co-ops. (Franchise Agreement, Section 11.05)

3. Provide you with guidelines for local advertising and promotion from time to time. You must submit to us at least 30 days before first use for our prior approval any local advertising and promotional materials purchased from a source other than us or our affiliates. (Franchise Agreement, Section 11.07)

4. Develop and administer other advertising, marketing, and sales promotion programs in which you must participate on the terms and conditions we establish. (Franchise Agreement, Section 11.08)

5. Establish and maintain forms of Digital Media (including the Fridays Websites) that provide information about the System and the products and services that Fridays Restaurants offer. (Franchise Agreement, Sections 11.08 & 11.09)

6. We may change or modify the System, including modifications to the Manuals, our System Standards, the menu and menu formats, the required equipment, the signage, the building and premises of the Restaurant (including the trade dress, décor, and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and means of reporting and payment of any monies owed to us and the adoption and use of new or modified Proprietary Marks or copyrighted materials. (Franchise Agreement, Section 7.09)

7. Provide additional training to you, the Operating Principal, and your Restaurant managers, if we decide to offer any additional training, which may incur additional costs. (Franchise Agreement, Section 4.04)

8. Provide periodic advice and consultation to you in connection with the operation of the Restaurant as we deem appropriate or necessary. (Franchise Agreement, Section 4.04)

9. Conduct periodic inspections of the Restaurant and its operations. (Franchise Agreement, Sections 7.08, 10.01, & 13)

10. Provide you with a list of our approved suppliers and evaluate any proposals for alternate suppliers. (Franchise Agreement, Section 7.05)

Time Between Agreement Signing and Opening

We estimate that the time period from the execution of the Franchise Agreement to the time the Restaurant opens will be approximately 5 months but may vary significantly. Factors affecting the length of time include the actual time spent in obtaining a satisfactory site, completing financing arrangements and construction, obtaining delivery and installation of equipment and signs, and other factors such as weather, acts of God, and labor stoppages. You must open the Restaurant for business by no later than 6 months from the Effective Date of the Franchise Agreement unless otherwise agreed to by the parties.

Training

The Principal Owner whom you designate as your Representative must attend and successfully complete our Owner's Orientation Program. This program extends for approximately two days and focuses on the overall operation and management philosophy of a Restaurant. At his or her option, your Representative may also participate in all or any part of the Management Training Program we require your managers to attend.

At least 90 days before your Restaurant opens for business, and during the Term of the Franchise Agreement, the Principal Owner whom you designate as your Operating Principal, the Restaurant's general manager, kitchen manager, and at least two other Restaurant managers must attend, and successfully complete our then current Management Training Program which we anticipate will be between 0 weeks and 6 weeks, depending on a number of factors we determine (including the prior experience of the trainees).

We anticipate that the majority of the Owner's Orientation Program and the Management Training Program will take place virtually; however, we may require up to 6 weeks of in-person training at a corporate or franchised Friday’s Restaurant, our corporate headquarters, or at any other location we designate.

Our training programs will be provided at no charge to your initial set of trainees; however, you will be required to pay for all training materials and uniforms in addition to all travel expenses, living expenses, wages and other incident expenses incurred by you and your employees while attending the training. In addition, you will be required to pay us a fee equal to $160 per day for any additional or subsequent trainee.

If you replace your Operating Principal who manages and supervises your business on a full time basis, your replacement must attend and successfully complete our Management Training Program and Owner’s Orientation Program within 30 days after he or she is appointed. If you sign a Franchise

Agreement for a third Restaurant, the person you designate as your Multi-Unit Manager must attend and successfully complete our Management Training Program.

We offer our training programs as needed during the year depending on the number of new owners, operators, managers, and multi-unit managers needing training. You also must pay the costs of sending your Operating Principal, Multi-Unit Managers, all Restaurant managers and any person you designate as a Project Manager to coordinate and complete Restaurant construction, to our headquarters, if we require, for an interview with us before he or she is hired.

Your Validated Managers (i.e., your managers who have successfully attended and completed our Management Training Program to our satisfaction) are responsible for training your staff at your own expense. If we determine that your Validated Managers are no longer qualified to train your staff, we will require your Validated Managers to attend the Management Training Program and be re-validated and you must pay a tuition fee for this additional training. If you do not have Validated Managers to train your staff, we will send a trainer to the Restaurant to train your hourly employees and you must pay all salary, travel, food, lodging and other expenses incurred by our or our designee's trainers.

Additional Training

We may require that you, your Operating Principal, and your restaurant managers take and successfully complete other training courses in addition to the initial training program. In addition, your Operating Principal must attend our annual meeting, convention or conference of franchisees and all meetings relating to new products or product preparation procedures, new operational procedures or programs, restaurant management, sales or sales promotion, or similar topics, at your expense. We may also require that your Operating Principal attend additional meetings that we deem appropriate under special circumstances, provided, however, that we will not require more than one additional meeting every year and we will provide written notice of any such meeting at least 10 days before the meeting.

The following charts summarize our current initial training programs:

Training Program

Owner's Orientation Program (Note 1)

Subject	Hours of Classroom Training	Hours of on-the-Job Training	Location
Leadership Team Members	30 to 90 minutes	0	Virtual
Human Resources	30 to 90 minutes	0	Virtual
Purchasing/Distribution	30 to 90 minutes	0	Virtual
Information Systems	30 to 90 minutes	0	Virtual
Culinary Center/Product Development	30 to 90 minutes	0	Virtual
Concept	30 to 90 minutes	0	Virtual
Legal	30 to 90 minutes	0	Virtual

Subject	Hours of Classroom Training	Hours of on-the-Job Training	Location
Development	30 to 90 minutes	0	Virtual
Operations	30 to 90 minutes	0	Virtual
Marketing	30 to 90 minutes	0	Virtual
Architect & Engineering	30 to 90 minutes	0	Virtual
Total	5.5 to 16.5 hours	0 hours	

(Note 1) Our Owner's Orientation Program may be modified based on the previous experience of those attending the program. We may change the content and/or design of the program if we believe other subjects or a different format is beneficial.

Management Training Program (Note 1)

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Fry Station	0	22	
Plate/Nacho Station	0	22	
Sauté Station	0	22	
Broiler Station	0	22	
Dish Station	0	5	
Host/Hostess Station	0	22	
Busser Station	0	5	
W/W Station	0	22	
Bartender Stations	0	33	
Manager Follows	0	55	
ServSafe Exam	8 (online course)	0	
Restaurant Management Systems	40 (various online courses)	0	
Total	48 hours	230 hours	

(Note 1) We may change the content and/or design of the program if we believe other subjects or a different format is beneficial. All on the job training is conducted by the management team of the Restaurant where the training takes place, or by “Coaches.” Coaches are Restaurant team members who have been qualified as trainers for a particular activity in addition to their other in store duties. The experience of the Coaches averages about 5 years. For example, a bartender may also be a bartender Coach, and team members who have held several different positions in the Restaurant may be Coaches for several positions in addition to the position they currently hold. Our initial training and pre-opening training will be conducted by persons who have worked for the Fridays-brand for at least 6 months and successfully completed our Coach validation program. The Coach validation requirements vary depending on the subject matter for which the employee has been validated to provide training. The instructor will vary depending on the time, location and subject matter taught.

In addition, if you establish three or more Restaurants, you must provide your Operating Principal and all general and multi-unit managers with our Multi-Unit Manager Program as part of their training.

Multi-Unit Manager Program (Note 1)

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Field Training	6	120	Restaurants in the field
Personal Development (Note 2)	41.5	0	Self Study
Total	47.5 hours	120 hours	

(Note 1) We may change the content and/or design of the program if we believe other subjects or a different format is beneficial.

(Note 2) Personal Development materials are provided via Fridays Metro and taught by members of Franchisee's staff.

Advertising

Grand Opening Required Spending. You must, during the period beginning 30 days before the scheduled opening of the Restaurant and continuing for 90 days after the Restaurant first opens for business, spend at least $15,000 to conduct grand opening advertising in authorized advertising media and for authorized expenditures. Authorized grand opening expenditures include, but are not limited to, direct mail, newspaper or magazine advertising, outdoor advertising, radio, limited time radio remotes/events, flyers, geographically targeted digital advertising, local social media, and exterior banners. Examples of unauthorized expenditures include, but are not limited to, restaurant signage, chalkboards, training materials or advertising of training events, menus, uniforms or advertising received at no-cost or trade. You must submit a grand opening advertising plan to us for approval 90 days before the scheduled opening of the Restaurant. You must submit all advertising creative for approval before production. You will be required, within 10 days after the end of the grand opening period, to submit to us proof of your grand opening advertising expenditures.

Marketing Contributions and Expenses. During the term of the Franchise Agreement, you will have a periodic advertising and promotion obligation ("APO") in the amount of up to 5% of the Gross Sales of the Restaurant. You will pay that portion of the APO as we direct to a System Marketing Fund and to any Regional Advertising Fund or, in lieu of a Regional Advertising Fund, a Regional Co-op Fund that we may establish in the geographic area that covers your Restaurant premises. (We will determine the geographic area covered by a Regional Advertising Fund or a Regional Co-op based on the location of the Fridays Restaurants in the area and the reach of print, radio and television media in the area.) The remainder of the APO, if any, must be spent for Local Store Marketing. As of the date of this Disclosure Document, we have not yet established any Regional Advertising Fund or Regional Co-op, and you are not required to spend any amount on Local Store Marketing. We have the right, following written notice to you, to reallocate the APO and to increase the APO; however, we will not increase the APO above 5% of Gross Sales. This limitation on us does not prevent the Restaurant's Regional Co-op from requiring a contribution, that when added to your System Marketing Fund contribution, results in a total APO in excess of 5% of Gross Sales.

2025 Marketing Contribution

You must contribute 4% of the Gross Sales of your Restaurant to the System Marketing Fund during fiscal year 2025. Corporate locations currently contribute to the System Marketing Fund at the same rate as our new franchisees.

System Marketing Fund. We and our predecessor have established and administer a System Marketing Fund to which our Restaurants contribute. Certain funds that we receive from unaffiliated suppliers are also placed in this System Marketing Fund, in some cases to earmarked to support specific promotional programs.

We or our designee shall have the right to direct all advertising, marketing, and public relations programs and activities financed by the System Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. The System Marketing Fund may be used among other things to pay the costs of preparing and producing such associated materials and programs as we or our designee may determine, including, but not limited to, the following: (1) creative development and production of print ads, commercials, radio spots, electronic ads, point of purchase materials, direct mail pieces, door hangers, and other advertising and marketing materials; (2) creative development, preparation, production and placement of video, audio, and written materials and electronic media; (3) media placement and buying, such as purchases of advertising spots with our designated third-party delivery service providers, including all associated expenses and fees; (4) administering local, regional and/or multi-regional marketing and advertising programs including the hiring of personnel or services; (5) market research, new product testing and marketing, and customer satisfaction surveys, including the use of secret shoppers; (6) the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or nonprofit events; (7) creative development of menus, signage, posters, and individual Fridays Restaurant décor items including wall graphics and signage; (8) Digital Media, Extranet and/or Intranet development and maintenance as well as mobile creative, technology and other emerging digital initiatives; (9) development, implementation, and maintenance of an electronic commerce website and/or related strategies; (10) development and implementation of search engine optimization strategies; (11) development and administration of consumer surveys, interviews and other customer satisfaction and retention policies; (12) retention and payment of advertising and marketing agencies and other outside advisors including retainer and management fees; (13) co-branding or licensing programs; (14) public relations and community involvement activities and programs; and, (15) gift card and loyalty programs. From time to time, we or our designee may furnish you with marketing, advertising and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges. You may not modify any of these materials without our prior written consent.

Our predecessor established a Friday's Marketing Advisory Council ("FMAC") that provides guidance over marketing, sales promotions, and other related activities to help shape the overall national marketing and promotion strategies as well as administering the System Marketing Fund. The FMAC is currently set up to comprise seventeen Directors, nine of these Directors are to be employees of Sugarloaf Management and are to be appointed by the Chief Executive Officer of Sugarloaf Management, and the remaining eight Directors are to be franchisee Directors, who are expected to represent the franchisees in the System. Historically, the eight largest franchisee groups (by store count) in the U.S. appoint one franchisee Director. All Directors serve until they are replaced. However, we reserve the right to modify, dissolve and reform FMAC and the composition of its Directors, at any time in our sole business judgment.

If there are any deficits in the amount of advertising funds collected by the System Marketing Fund from the System for advertising expenditures, then those amounts will be allocated to all Friday's Restaurants on a pro-rata basis.

We are not required to make expenditures in your territory that are equivalent or proportionate to your contribution to the Fund or to ensure that you, or any other franchisee, benefit directly or pro rata from the placement of advertising.

We, or our representatives, prepare an annual statement of System Marketing Fund expenditures. We provide these statements to our franchisees on request. The following percentage breakdown describes the use of the Fund, including the actual spend amount from January 1, 2024 through December 30, 2024:

Media	9.3%
Digital/Rewards/Activations	50.4%
Production	2.9%
Other (1)	37.4%

(1) "Other" includes menus, point of purchase materials, interactive promotion, research, administrative, license fees, bad debt expenses, gift card, and other related expenses.

Any Fund money which is not used in the fiscal year in which it accrues may be applied to outstanding debt/note obligations or carried over into the next year to be spent in that year.

Regional Advertising Funds. We have the right, in our sole discretion, to establish one or more regional advertising funds for Fridays Restaurants ("Regional Advertising Funds"). If a Regional Advertising Fund is established for a geographical area that includes your Restaurant, you must contribute to that Regional Advertising Fund the percentage of Gross Sales of your Restaurant specified by us in your Franchise Agreement and subsequent notices regarding the APO. We or our designee shall direct all advertising, marketing, and public relations programs and activities financed by the Regional Advertising Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. The Regional Advertising Fund may be used to pay the costs of preparing and producing such associated materials and programs as we or our designee may determine, including video, audio and written advertising materials; employing advertising agencies; sponsorship of sporting, charitable or similar events; administering regional and multi-regional advertising programs, including purchasing direct mail and other media advertising and employing advertising agencies to assist with these efforts; and supporting public relations, market research and other advertising, promotional and marketing activities.

Regional Co-ops. In lieu of a Regional Advertising Fund for any geographic area, we have the right, in our sole discretion, to establish, change, merge or dissolve one or more regional advertising cooperatives for Fridays Restaurants ("Regional Advertising Co-Op"). If a Regional Advertising Co-Op is established for a geographical area that includes the Site, you must contribute to that Regional Advertising

Co-Op in the amount set forth in Exhibit A to the Franchise Agreement, as may be subsequently modified by us subject to the maximum APO, at the same time and in the same manner as you pay your Royalty Fees to us. If we establish an advertising cooperative, we may create the governing documents that control the cooperative, which documents will be available for franchisees and prospective franchisees to review. Day-to-day administration of any cooperative will be managed by a board comprised of the members of the cooperative that we select. The board will have the right to establish the amount of contributions required by each member of the cooperative, subject to our consent. Any outlets that we or our affiliates own that are part of a cooperative we establish will participate in the management of the cooperative and will make contributions to the cooperative in the same manner as the franchisee-owned outlets that are members of that cooperative. We will furnish to you written notice of the establishment of any Regional Advertising Co-Op for the geographic area in which the Site is located. The notice will specify the date you are to begin making contributions and the amount of the contributions.

Administration of the Funds. We will separately account for all of the advertising funds, but we are not required to segregate any of the funds from our other monies. None of the funds shall be used to defray any of our general operating expenses, except for those reasonable administrative costs and overhead related to the administration or direction of such funds and FMAC. Each fund may hire employees, either full-time or part-time, for its administration, and we and our affiliates may be reimbursed by each fund for expenses directly related to the fund's marketing programs including conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to each fund. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Fridays Restaurants to each fund during the year or cause each fund to invest any surplus for future use by the fund. We (or the individual Regional Co-Ops as applicable) will prepare an unaudited report of the operations of each fund annually, which will be available to you upon written request. Fridays Restaurants operated by us and our affiliates contribute to the various advertising funds an amount equivalent to that contributed by comparable franchised Fridays Restaurants. In spending advertising monies, we are not obligated to make expenditures for any franchisee that are equivalent or proportionate to that franchisee's contribution or to ensure that any particular franchisee benefits directly or on a pro rata basis from expenditure of the funds. None of the advertising funds are used by us for the solicitation of the sale of new franchises.

Local Store Marketing. On a monthly basis, you must spend on authorized advertising media and for authorized advertising expenditures to promote the Restaurant ("Local Store Marketing"), the percentage of Gross Sales of your Restaurant specified by us that is equal to the difference between (a) the APO and (b) the amount you are required to contribute to the System Marketing Fund and the Regional Advertising Fund or Regional Co-Op (if any). Currently, you are not required to spend any amount for Local Store Marketing. We periodically will advise you of the advertising and sales promotions approved by us including: direct mail, newspapers, magazines and other periodicals; radio and television spots; outdoor advertising (e.g., billboards, highways or transit advertising); geo-targeted digital advertising and local social media. If requested by us, you must submit annually for our prior consent your marketing plan and budget with respect to kinds and amounts of advertising and media intended to be used in accordance with the TGI Fridays Local Store Marketing guidelines (see Exhibit B of the Franchise Agreement) and the Manuals, both of which we may modify from time to time. You must obtain our consent to the marketing plan and budget and any changes to the marketing plan and budget before it may be implemented. You may purchase local advertising and promotion materials from any third party, provided such third party is approved by us. If purchased from a source other than us or our affiliates, these materials shall comply with federal and local laws and regulations and with the guidelines for advertising and promotions promulgated from time to time by we or our designee and shall be submitted to us or our designee at least 30 days before first use for its approval, which we may grant or withhold in our sole discretion. If you fail to expend the required amount annually, then you must contribute to the System Marketing Fund within 30 days after such determination any amounts that you should have expended to reach the Local Store Marketing requirement for the applicable year. We reserve the right to require you to remit to us 100% of the Local

Store Marketing obligation upon 10 days' notice and, upon receipt, we will have the right to use the funds for advertising and promotion in the Restaurant's local area.

Promotional Programs. We may from time to time develop and administer advertising, marketing and sales promotion programs in which you must participate upon such terms and conditions as established by us. Such programs are in addition to your APO and may include, but not be limited to, liquor menu and marketing promotions, specialized menu offerings and guest membership programs. All phases of such advertising and promotion, including, without limitation, type, quantity, timing, placement, and choice of media, market areas, promotional programs and advertising agencies, shall be determined by us.

Digital Media and Fridays Websites. We may require you to contribute the Digital Marketing Fee toward the cost of the development and maintenance of Digital Media to be used for advertising, marketing, promotional, technology or other purposes at our option. "Digital Media" means one or more related documents, applications, designs, or other communications or forms of media that can be accessed through electronic means, including the Internet, the World Wide Web, the Fridays Websites or other websites, social networking sites like Facebook, Twitter, TikTok, LinkedIn, Instagram, Snapchat, YouTube, blogs, vlogs, and other applications, and any online equivalent (collectively, "Social Media").

We may also establish and maintain one or more websites and/or mobile applications (collectively the "Fridays Websites") that provide information about the System and the products and services offered and sold by Fridays Restaurants. The Fridays Websites may also offer reservations, online and mobile ordering, mobile payments or similar services or sales of items bearing the Proprietary Marks, including our memorabilia, clothing and pre-packaged food and beverage products. We have absolute control over the Fridays Websites' design and content. We will attempt to configure the sites to accommodate individual Fridays Restaurant pages. We have no obligation to maintain the Fridays Websites indefinitely but may discontinue them at any time without liability to you. The Fridays Websites may include a series of interior pages developed by us (and using content provided by you that we request) that identify participating Fridays Restaurants by address, telephone number, and e-mail address. At your request, we will endeavor (technology permitting) to include on the Fridays Websites one or a series of interior pages devoted to information about the Restaurant. You will not have the capability to modify those page(s) except in coordination with us and in compliance with our policies and procedures as they may change from time to time. We will include your Restaurant location in the Fridays Websites free of charge, subject to your compliance with the Franchise Agreement.

We (or an Affiliate) alone may establish, maintain, modify or discontinue all Digital Media activities pertaining to the System. You may not: (i) maintain a presence or advertise on any form of Digital Media in connection with Franchisee's Restaurant, (ii) use any of the Marks or any trademarks that are confusingly similar with the Marks on any form of Digital Media, or (iii) establish a link to any Digital Asset established or maintained by us, without our prior written consent (which may be withheld for any reason). Notwithstanding the foregoing, if we allow you to engage in any Digital Media activities, which we have no obligation to do, you must comply with all terms and conditions relating to same that we specify in the Franchise Agreement and the Manuals.

Customer Loyalty Program

We or our designee manage a Loyalty Program in which you are required to participate. Our current approved vendor is Punchh and currently, your cost to participate in the program is covered by the System Marketing Fund. Franchisees may be required to pay for the Loyalty Program directly in the future. To run the program for hosting and processing of the loyalty data, the necessary software must be installed in your Restaurant using the Franchisor-supported version of hardware and software. You are responsible for ordering, installation, maintenance and payment of the internet service. You must execute the TGI Fridays

Loyalty Program Agreement which is attached as an exhibit to the Franchise Agreement. (Franchise Agreement Exhibit D).

Computer and Point of Sale System.

The following is a general description of the Computer and Point of Sale System that you must purchase and maintain for each Restaurant: Toast POS Terminals, KDS Stations and Handhelds; Heat Map and Toast Access Points; CrunchTime! back-office management; 1 desktop computer and printer of a make and model that we designate; a VOIP phone system; and networking hardware and software. The Computer and Point of Sale System will cost approximately from $18,000 to $23,000. In addition, Toast currently charges on-going monthly fees of approximately $350 to $1,000 per month per location (depending on the package) and CrunchTime! currently charges on-going monthly fees of approximately $140 per month per location. Our specific requirements for the hardware and software components of the Computer and Point of Sale System (which we may, in our sole discretion, update from time to time) will be included in our Manual Further, you must pay us $1,260 per quarter in connection with IT support services we provide to you. You are not required to, and we do not anticipate that you will, purchase a standalone maintenance contract for your Computer and Point of Sale System, so we do not anticipate that you will have any annual costs relating to same.

We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by, between, or among Restaurants, including without limitation (collectively, the "Computer and Point of Sale System"): (1) back office and point of sale systems, mobile devices, data, audio, video, and voice storage, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among your Restaurant and us, our designee and/or you; (2) physical, electronic, and other security systems; (3) printers and other peripheral devices; (4) archival back-up systems; and (5) internet access mode (e.g., form of telecommunications connection) and speed; (6) computer software programs and accounting system software; (b) updates, supplements, modifications, or enhancements to the required software, which you must install; (c) the tangible media upon which such you must record or receive data; (d) the database file structure of your computer system; (e) an extranet for informational assistance, which may include, without limitation, the Manuals, training, other assistance materials, and management reporting solutions; and (f) answering service requirements and/or system-wide phone, online or mobile order processing of all delivery orders, and/or to designate vendors that will provide such order processing.

You shall purchase or lease, and thereafter maintain, the Computer and Point of Sale System, and comply with our requirements, specifications and policies concerning the use of technology, as they may be specified in the Franchise Agreement, or specified or modified in the Manuals or otherwise in writing. We shall have the unrestricted right at any time to retrieve and use such data and information from your Computer System that we deem necessary or desirable, including Gross Sales and customer data. You shall provide to us, upon our request, all e-mail lists and customer lists used or maintained by you on the Computer and Point of Sale System or elsewhere.

You must keep your Computer and Point of Sale System in good maintenance and repair, and, at your expense, and promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, telephone and power lines, and other related facilities, as we direct periodically in writing. You must install and use the Computer and Point of Sale System in the manner that we require. We may charge a reasonable software license fee for any required software. You agree to implement and periodically upgrade and make other changes to the Computer and Point of Sale System as our requests in writing, which shall not be more often than one upgrade per year. You must comply with our written specifications (whether in the Manuals or otherwise) with respect to the Computer and Point of

Sale System, and with respect to upgrades thereto, at your own expense. In addition, we have the right to establish, in writing, reasonable new standards to address new technologies and data security, whether published in the Manuals or otherwise in writing, and to implement those changes in technology into the System.

ITEM 12

TERRITORY

Under the Development Agreement and the Franchise Agreement, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own or from other channels of distribution or competitive brands that we control.

Development Agreement

The Development Agreement gives you the right to establish an agreed upon number of Fridays Restaurants in a specified geographic area, subject to certain excluded areas described below ("Territory"). We describe your Territory by boundary streets, highways, counties, states or other recognizable demarcations. A description of the Territory will be attached as an exhibit to your Development Agreement.

The System (including the products sold under the Proprietary Marks) has been developed, and is designed, to function effectively in a wide variety of retail environments, many of which are not practically available to you. Accordingly, we reserve to ourselves and our affiliates the rights to: (1) airport properties, professional sports stadiums, United States military bases, lodging accommodations, entertainment parks, casinos, rail depots, educational facilities and college or university campuses within the Territory; (2) in the restricted area surrounding any TGI Fridays restaurant or brand extension restaurant, if any, operating pursuant to a franchise agreement as of the Franchise Agreement effective date; (3) develop and operate retail, wholesale, restaurant, bar, tavern, take-out or any other type of business involving the production, distribution or sale of food products, beverages, services, merchandise or other items in connection with the use of one, some or all of the Proprietary Marks or other names or marks, but utilizing a system other than the System pursuant to which a TGI Fridays restaurant is operated, directly and indirectly, through our affiliates, employees, developers, franchisees, licensees, agents and others within the Territory; and (4) purchase, be purchased by, merge with or combine with businesses that directly or indirectly compete with Fridays Restaurants.

Except as reserved in the preceding paragraph, we will not, during the term of the Development Agreement, operate, or license others to operate, restaurants identified in whole or in part by the name and mark "Fridays" in the Territory, provided that you and your affiliates are in compliance with the terms of the Development Agreement and any other agreements with us or our affiliates and you are current on all obligations due to us and our affiliates. Nothing in the Development Agreement prohibits us and/or our affiliates from: (1) operating, and licensing others to operate, during the term of the Development Agreement, restaurants identified in whole or in part by the name and mark "Fridays" at any location outside of the Territory; (2) operating, and licensing others to operate, after the term of the Development Agreement, restaurants identified in whole or in part by the name and mark "Fridays" at any location; and (3) operating, and licensing others to operate, at any location, during or after the term of the Development Agreement, any type of restaurant other than a restaurant identified in whole or in part by the name and mark "Fridays."

If you are in default under the Development Agreement (which may include, but is not limited to, a default for failing to comply with the Development Schedule) or any Franchise Agreement, we may terminate the Development Agreement or the limited exclusivity in the Territory, or we may reduce the size of your Territory. Except as stated in the prior sentence, there are no minimum sales quotas or other conditions that must be met in order to maintain your exclusivity in the Territory. You do not receive the right under the Development Agreement to develop or operate any Restaurants in addition to the number specified in the Development Schedule.

Franchise Agreement

The Franchise Agreement does not give you any exclusive rights to use the System or the Proprietary Marks in any geographic area. Nothing in the Franchise Agreement prohibits us from, among other things: (1) operating or licensing others to operate at any location, during or after the term of the Franchise Agreement, any delivery or mobile kitchen or any type of restaurant other than Fridays Restaurants; (2) operating or licensing others to operate, during the term of the Franchise Agreement, Fridays Restaurants at any location other than your Restaurant premises; (3) operating or licensing others to operate, after the Franchise Agreement terminates or expires, Fridays Restaurants at any location, including your Restaurant premises; (4) merchandising and distributing goods and services identified by some or all of the Proprietary Marks through any other method or channel of distribution; and (5) purchasing, being purchased by, merging with or combining with businesses that directly or indirectly compete with Fridays Restaurants. We reserve to ourselves and our affiliates all rights to use and license the System and the Proprietary Marks other than those expressly granted under the Franchise Agreement.

You may be required to participate in our delivery and/or takeout programs. No territories are provided in connection with our current delivery programs. You are not guaranteed a particular or exclusive delivery territory, and, should we designate a territory, it will only be on a non-exclusive basis.

You may not relocate the Restaurant without our express written consent. We may grant our consent to your request if you: (1) are in compliance with the terms of the Franchise Agreement and the terms of any related or successor agreement; (2) meet all of our then-current financial, operational and other requirements and qualifications for the right to develop and expand within the System; and, (3) open the Restaurant at a location selected and accepted in accordance with site selection criteria specified by us within 270 days from the approval of the relocation. Our decision as to whether to consent to your relocation request may also be based, among other things, upon our conclusion of the effect relocation may have on other Fridays Restaurants in the general area of the proposed new location. We may inspect your proposed new location if we wish. If we approve your request to relocate, you must pay us the Relocation Royalties (see Item 6) during the period when the Restaurant is closed.

Neither the Franchise Agreement nor the Development Agreement prohibits us or our affiliates from developing and establishing other restaurant systems for the same, similar or different products or services under the same or different trade names or trademarks, or from granting franchises for restaurants using such systems.

We, and our affiliates, are free to use the trademarks, trade names and service marks in connection with the sale of products and services, which are similar to those you offer, through retail sales in grocery stores, clothing stores, and any commercial retail or wholesale outlet or via the internet. No compensation is due to any franchisee based upon these sales.

Neither the Development Agreement nor the Franchise Agreement grant the franchisee any options, rights of first refusal or similar rights to acquire any additional franchises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 13

TRADEMARKS

The Development Agreement does not grant you any right to use the Proprietary Marks. Under the Franchise Agreement, we grant you a license to operate the Restaurant under the names "Fridays™" or "TGI Fridays™," and to use our other current and future Proprietary Marks.

As part of the Securitization Transaction, TGI Friday's Inc. transferred ownership of the Proprietary Marks and other intellectual property related to the operation of Fridays Restaurants to us.

The following principal Proprietary Marks are registered with the Principal Register of the U.S. Patent and Trademark Office:

TRADEMARK	REGISTRATION DATE	U.S. TRADEMARK REGISTRATION NUMBER
FRIDAY'S	1/29/1974	0,977,903
	2/3/2015	4,681,669
FRIDAY'S REWARDS	10/3/2017	5,303,057
IN HERE, IT'S ALWAYS FRIDAY	12/16/1997	2,120,962
T.G.I. FRIDAY'S	12/14/1971	925,656
	6/21/2005	2,963,202
TGI FRIDAYS	11/23/1999	2,294,717
	6/22/1993	1,778,205
	6/3/2014	4,544,761
	10/31/2017	5,325,164

There is at present no effective material determination of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition, or cancellation proceeding, or any pending material litigation involving the Proprietary Marks which is relevant to our ownership, use or licensing. We know of no superior prior rights or infringing use that could materially affect your use of the Proprietary Marks and of no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

All required affidavits and other documents pertaining to the Proprietary Marks will be filed when necessary to maintain the Proprietary Marks and all renewals will be filed when necessary to renew the registrations of the Proprietary Marks

You may not use the Proprietary Marks or any variations of the Proprietary Marks or marks or names confusingly similar to the Proprietary Marks in any manner not authorized by us in writing. Among other things, you cannot use the Proprietary Marks as part of any URL, domain name, website, social media username, profile name, or handle, meta-tag, download, application, posting, directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account, texting identity, user generated content, or any other identification of you or your Restaurant in any electronic medium.

We are not obligated to protect your rights to use the Proprietary Marks or to protect you against claims of infringement or unfair competition. However, you must immediately notify us of any infringement of the Proprietary Marks or of any challenge to the use of any of the Proprietary Marks or claim by any person of any rights in any of the Proprietary Marks. You and your Principals must agree not to communicate with any person other than us and our counsel about any such infringement, challenge or claim. We have sole discretion to take any action we deem appropriate and the right to exclusively control any litigation, or Patent and Trademark Office (or other) proceeding, arising out of any infringement, challenge or claim concerning any of the Proprietary Marks. You must execute all instruments and documents and give us any assistance that in our counsel's opinion may be necessary or advisable to protect and maintain our interests in any such litigation or proceeding or to otherwise protect and maintain our interest in the Proprietary Marks. However, you are not required to indemnify us with regard to any infringement, alleged infringement or other violation or alleged violation by you or any Principal of any patent, mark, or copyright or other proprietary right owned or controlled by a third party, to the extent that such action arises in connection with your use of the Proprietary Marks and System in the manner authorized and required by us. IF YOU ARE INVOLVED IN SUCH AN ACTION, WE AGREE TO INDEMNIFY YOU AND YOUR PRINCIPALS IN CONNECTION WITH THE DEFENSE THEREOF, BUT IN NO EVENT SHALL OUR INDEMNITY OBLIGATIONS TO YOU EXCEED AN AMOUNT EQUAL TO THE AVERAGE ROYALTIES WE HAVE RECEIVED UNDER THE FRANCHISE AGREEMENT FOR A ONE-YEAR PERIOD.

You may not use any of the Proprietary Marks as part of your corporate, fictitious, DBA, or other name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining the requisite trade name or fictitious name registrations. You must execute any documents we or our counsel determine are necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. Neither you nor your Principals may contest our ownership of the Proprietary Marks, or their validity, or apply for, register, attempt to or obtain control of, or interfere with our efforts to register or obtain ownership of any trademark, service mark, or identifying name anywhere in the world.

We may substitute different trade names, service marks, trademarks, and indicia of origin for the Proprietary Marks for use in identifying the System if we determine, in our sole discretion, that the substitution is reasonable and/or necessary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own, or have any licenses for, any patents that are material to the franchise. We have no pending patent applications.

We do own and claim copyright protection in certain literary and artistic works, including our marketing materials, menus, Manuals, our standard building plans, blueprints and specifications, which are material to the franchise. We also claim copyright protection and proprietary rights in the knowledge, systems and procedures of our business method as found in: our recipes, bulletins, correspondence and communications with our franchisees, and training materials. You must observe our reasonable requirements for copyright notices in the Manuals or in our other writings.

There is at present no effective determination of the Copyright Office (Library of Congress) or any court affecting our copyrights. There is no current effective agreement which limits our right to use and/or license the copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyright. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

We communicate this information to you confidentially and treat it as trade secrets in our Agreement. You and your Principals must agree not to communicate, divulge or use our confidential information except as permitted by the Agreement or required by law. You must also help us protect the confidentiality of our confidential information to the maximum extent permitted by law. You may give this confidential information only to those of your employees and others who must have access to it to perform their duties. Before disclosing any confidential information to them, you must require these persons to execute confidentiality agreements that are satisfactory to us and must see that they comply with those agreements. You must also indemnify us and other named parties from any damages, costs, or expenses we or they may suffer from the disclosure or use of our confidential information by those persons to whom you have disclosed the confidential information.

If you develop what we determine are improvements to the confidential information, you must execute the agreements we believe are necessary to give exclusive ownership of the improvement to us, without compensation.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must devote the requisite time, energy, and best efforts to meet your obligations under the Agreements. We may require that one of your Principal Owners we designate personally participates in the development or operation of the Restaurant, and remain fully authorized to act on your behalf in all dealings with us.

If you sign a Development Agreement, you must designate one of your Principal Owners to serve as your "Development Principal" who will have full control over the day-to-day development of your Restaurants. The Development Principal must: (1) personally guarantee your obligations under the Development Agreement; (2) be a person acceptable to us; (3) devote substantial and adequate time and reasonable efforts to supervising the development of your Restaurants and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility; (4) maintain a primary residence within a reasonable driving distance of the Territory; and (5) successfully complete the then current restaurant management training course including without limitation, all course materials, activities, methods, processes, prerequisites, and testing, as such may change from time to time in our sole discretion. You must designate a replacement for the Development Principal within 30 days after your Development Principal leaves the position. Your Multi- Development Principal must sign a Covenant and Agreement for Confidentiality Agreement (the current form is attached as Exhibit B to the Development Agreement, which also covers each Franchise Agreement entered into concurrently therewith).

For each of your Restaurants, you must designate one of your Principal Owners to serve as the "Operating Principal" of your Restaurant who will have full control over the day-to-day activities of the Restaurant, including control over the standards of operation and financial performance. The Operating Principal must: (1) personally guarantee your obligations under the Franchise Agreement; (2) be a person acceptable to us; (3) devote full-time and reasonable efforts to supervising the operation of the Restaurant and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility; (4) maintain his primary residence within a reasonable driving distance of the Restaurant; and (5) successfully complete the then current restaurant management training course including without limitation, all course materials, activities, methods, processes, prerequisites and testing, as such may change from time to time in our sole discretion. You must designate a replacement for the Operating Principal within 30 days after your Operating Principal leaves the position. Your Operating Principal must sign a Covenant and Agreement for Confidentiality Agreement (the current form is attached as Exhibit B to the Development Agreement, which also covers each Franchise Agreement entered into concurrently therewith).

If you establish three or more Restaurants, you must also designate a Multi-Unit Manager to devote full-time and reasonable efforts to supervising the operation of your Restaurants. Your Multi-Unit Manager must successfully complete the Management Training Program (see Item 11) and any additional training that we require. We must approve your Multi-Unit Manager and he or she should maintain a primary residence within a reasonable driving distance of the Restaurants. Your Multi-Unit Manager must sign a Covenant and Agreement for Confidentiality Agreement (the current form is attached as Exhibit B to the Development Agreement, which also covers each Franchise Agreement entered into concurrently therewith). You must designate another qualified person to act as Multi-Unit Manager within 30 days after the date your Multi-Unit Manager leaves the position.

In addition, your Project Manager, any owner who is not a Principal Owner, and Restaurant managers must execute covenants regarding conflicts of interest, including in-term covenants not to compete and other covenants that apply on the termination of the person's relationship with you, as well as covenants concerning the confidentiality of information they receive as a result of their employment, and where applicable, identify us as a third party beneficiary with the independent right of enforcement. Even if these covenants are signed, you must indemnify us and other named parties from any damages, costs, or expenses we or they may suffer from the disclosure or use of our confidential information by those persons to whom you have disclosed the confidential information. (See Items 6, 9, and 14).

Even if you are a business entity, your Principal Owners (including your Representative), the Operating Principal or Development Principal, your officers and your directors (and each person's spouse) must agree to personally guaranty all obligations and make all of the representations, warranties, covenants and agreements you make under those agreements (including agreements to make the required payments and covenants against competition and the disclosure of confidential information) and to be jointly and severally, irrevocably and unconditionally liable, and to guarantee that all your obligations under the agreements will be timely paid and performed.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Franchised Restaurant solely for the operation of a Fridays Restaurant. You must maintain sufficient inventories, adequately staff each shift with qualified employees and continuously operate the Restaurant at its maximum capacity and efficiency for the minimum number of days and hours that we specify in the Manuals or otherwise in writing.

You must meet and maintain the highest applicable health standard and rating. You must operate the Restaurant in strict conformity with the methods, standards and specifications that we prescribe in the Manuals or otherwise in writing.

You must offer for sale and sell at the Restaurant all and only those products and services as are expressly authorized by us in the Manuals or otherwise in writing. We may restrict sales of menu items to certain time periods during the day. We have the right to change the menu items, ingredients, products, materials, supplies and paper goods or the standards and specifications of each, and there are no limits on our ability to do so. You must promptly comply with the new requirements. We do not limit the customers to whom you may sell goods or services.

Without our prior written consent and then only under our guidelines in the Manuals or otherwise, you must refrain from: (1) offering for sale any tickets, subscriptions or chances; (2) conducting any pools, raffles or related activities; (3) installing or using any juke box, vending or game machine, gum machine, game, ride, gambling or lottery device, coin or token operated machine, or any other music, film or video device; (4) using or allowing any gaming, dancing or live entertainment; or (5) using or providing any form of delivery service or catering at, from or on the Restaurant premises. You must obtain all necessary copyrights licenses to authorize the playing of recorded music in the Restaurant, and change the recorded music used in the Restaurant if we direct you to do so in the Manuals or otherwise in writing.

You must comply with our Local Store Marketing guidelines including our restrictions on the media in which your Local Store Marketing may be placed. See Item 11.

See Items 8 and 9 for more specific information on restrictions covering what you may sell.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

These tables list certain important provisions of the Development and Franchise Agreements and related agreements. You should read these provisions in the Agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Development Agreement

	Provision	Section In Development Agreement	Summary
a.	Length of term of the development term	2, "Key Terms"	The Development Term is from the date of execution of the Development Agreement to the date the last Restaurant is required to be opened according to the Development Schedule.
b.	Renewal or extension of the term	Not Applicable	
c.	Requirements for you to renew or extend	Not Applicable	
d.	Termination by you	Not Applicable	
e.	Termination by franchisor without cause	Not Applicable	
f.	Termination by franchisor with cause	10	The Development Agreement will automatically terminate without an opportunity to cure or notice to you for certain non-curable defaults. If you fail to comply with any provision of the Development Agreement or upon the occurrence of (i) any event of default giving rise to our right to terminate the Franchise Agreement upon notice to you, or (ii) any event of default under Item 17.g below which, following notice, is not timely cured, we may elect, in our sole discretion and upon written notice to you, to do any or all of the following without terminating the Development Agreement until we confirm in writing that the default has been cured: (1) terminate the limited exclusivity of the Territory and/or (2) reduce the size of the Territory.
g.	"Cause" defined – curable defaults	10.A & 10.B	You have 30 days to cure defaults other than those discussed in Item 17.h below.

	Provision	Section In Development Agreement	Summary
h.	"Cause" defined – non-curable defaults	10.A	Non-curable defaults include: insolvency; bankruptcy appointment of a receiver, creditors' proceedings; unsatisfied judgments; your entity is dissolved; execution is levied against your property; you fail to comply with the Development Schedule; commencement of development, construction or equipping before Franchise Agreement is fully executed and Initial Franchise Fee is paid; material breach of your confidentiality obligations and/or covenants against competition; unauthorized transfer; material misrepresentation; falsification of reports; felony conviction; default beyond cure period under other agreements with us or our affiliates, any real estate, equipment lease or financing instrument relating to a Restaurant or with any vendor or supplier to a Restaurant; material breach of any representation or warranty; default after receipt of two or more notices of default within the previous 12 months; and payment of early termination damages.
i.	Your obligations on termination/nonrenewal	11.A	Obligations include: forfeiture of right to develop Restaurants in the Territory; termination of limited exclusive rights in Territory; cessation of use of and return materials to us; continued observance of covenants; payment of amounts due to us; forfeiture of Development Fee; payment of enforcement costs; no operation of business under any name or in any manner that suggests connection to us and our affiliates.
j.	Assignment of contract by franchisor	8.A	There are no restrictions on our right to assign the Development Agreement, except that our obligations must be fully assumed by the assignee.
k.	"Transfer" by you – definition	1	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in you or the Development Agreement, or any other assets pertaining to your operations under the Development Agreement.
l.	Franchisor approval of Transfer by you	8.B	You must obtain our consent before any Transfer. Certain Transfers may be undertaken without our prior approval which is reserved to our sole and absolute discretion and the exercise of such discretion shall not be subject to contest.

	Provision	Section In Development Agreement	Summary
m.	Conditions for franchisor's approval of Transfer	8.B	Includes no default, execution of a general release, transferor remaining liable for performance of obligations through the date of transfer, transferee makes representations and covenants of transferor and assumes liability from the date of Transfer, transferee satisfies our qualifications, transferee executes then-current form of development agreement, and transferee and personnel complete training we require.
n.	Franchisor's right of first refusal to acquire your business	8.C	We have a right of first refusal and option with respect to any Transfer should you desire to accept a bona fide offer to Transfer or desire to issue or sell equity in Developer.
o.	Franchisor's option to purchase your business	Not Applicable	
p.	Your death or disability	8.E	The interest of you or any equity owner must be transferred within 90 days of your or the equity owner's death or permanent disability to a qualified transferee.
q.	Non-competition covenants during the term of the franchise	7.D	Neither you nor your Principal Owners may have an interest in any restaurant business that offers the same or similar products and services as offered by Fridays Restaurants or restaurants in any other concept or system owned, operated, managed or franchised by us or an affiliate, including, without limitation, waiter/waitress service, sit-down dining and bar services.
r.	Non-competition covenants after the franchise is terminated or expires	7.D	No activity as described in Item 17.q above for a continuous two-year period within your Territory, within three miles of its border and within three miles of any then-existing Fridays Restaurant. If you violate the post-termination non-competition provisions, you must pay liquidated damages equal to our then-current Initial Franchise Fee and 8% of the gross sales of the competing business until the expiration of the non-competition period.
s.	Modification of the agreement	20	You and we must agree to all modifications to the Development Agreement in writing, however, we may modify the non-competition covenant (if reduced in area, duration, or scope), in our sole discretion.

	Provision	Section In Development Agreement	Summary
t.	Integration/merger clause	20	Only the terms of the Development Agreement and the documents referred to in and attachments to the Development Agreement are binding. Any other oral or written promises related to the subject matter of the Development Agreement may not be enforceable. Nothing in the Development Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u.	Dispute resolution by arbitration or mediation	12	You and we will first attempt to settle any dispute in good faith, but if we are unable to do so, you and we agree to submit to non-binding mediation prior to filing suit.
v.	Choice of forum	12.B	Subject to state law, you may only file suit against us in Dallas County, Texas; we may file suit in Dallas County, Texas, in the jurisdiction where you reside or do business, where the Territory or any Restaurant is or was located or where the claim arose.
w.	Choice of law	12.D	Subject to state law, Texas law applies.

Franchise Agreement

	Provision	Section In Franchise Agreement	Summary
a.	Length of the franchise term	"Key Terms"	The Initial Term is for 10 years from the date that you open the Restaurant.
b.	Renewal or extension of the term	2.03, "Key Terms"	If you meet certain qualifications, you can remain a franchisee for two Successor Terms of five years each.
c.	Requirements for you to renew or extend	2.03	You must: give timely notice; be in good standing; not be in default under any agreement with us or our affiliates; meet our then-current financial requirements; remodel; satisfy then-current training requirements; have site approved for Successor Term; maintain licenses and permits; sign general release (a copy of the current form of General Release is attached as Exhibit G); sign a new Franchise Agreement with us which may contain terms and conditions substantially different from your current Franchise Agreement, including higher fees and advertising contributions; and pay a successor fee (which does not cover your costs and expenses for remodeling).
d.	Termination by you	Not applicable in Franchise Agreement	Not applicable
e.	Termination by franchisor without cause	Not applicable in Franchise Agreement	Not applicable.

	Provision	Section In Franchise Agreement	Summary
f.	Termination by franchisor with cause	18	The Franchise Agreement will automatically terminate without an opportunity to cure or notice to you for certain non-curable defaults. If you fail to comply with any provision of the Franchise Agreement or upon the occurrence of (i) any event of default giving rise to our right to terminate the Franchise Agreement upon notice to you, or (ii) any event of default under Item 17.g below which, following notice, is not timely cured, we may elect, in our sole discretion and upon written notice to you, to do any or all of the following without terminating the Franchise Agreement until we confirm in writing that the default has been cured: (1) temporarily remove information concerning the Restaurant from any Digital Media operated for the network of Fridays Restaurants, and/or restrict your participation in other programs or benefits offered on or through any such Digital Media; (2) temporarily suspend your right to participate in any advertising, marketing, promotional, or public relations programs that we or the System Marketing Fund provide, authorize, or administer; (3) withhold the provision of any services required to be performed by us under the Franchise Agreement for a period of time determined by us in our sole discretion; (4) assess a non-compliance fee in the amount of 1% of the Gross Sales of the Restaurant for each month in which that non-compliance has occurred or continued for one or more days, in order to compensate us for damage to the reputation of Fridays Restaurants, the Proprietary Marks and the entire System; and, (5) at your expense, require you, the Operating Principal, the Restaurant's general manager, and/or the kitchen manager to attend and successfully complete the Management Training Program.
g.	“Cause” defined – curable defaults	18.01	You have 10 days to cure monetary defaults. You have 30 days to cure all other defaults except those discussed in Item 17.h below.

	Provision	Section In Franchise Agreement	Summary
h.	"Cause" defined – non-curable defaults	18.01	Non-curable defaults include: insolvency; bankruptcy; appointment of a receiver; creditors' proceedings; unsatisfied judgments; your entity is dissolved; execution is levied against your property; failure to obtain site approval within 180 days after execution of the Franchise Agreement (if applicable); failure to begin development, construction and equipping of the Restaurant within six months after site acceptance; failure to obtain or maintain a liquor license; failure to open the Restaurant for business on or before the Opening Deadline; closure of Restaurant for more than three days; understatement of Gross Sales by 1% or more three or more times in any 18 month period or by more than 3% on any one occasion; material breach of covenants; unauthorized transfer; material misrepresentation; falsification of reports; continued operation would endanger the brand or the general public; loss of possession of the Restaurant premises; felony conviction; failure to attend training programs; loss of right to conduct business; default beyond cure period under other agreements with us or our affiliates, any real estate, equipment lease or financing instrument relating to the Restaurant or with any vendor or supplier to the Restaurant; material breach of any representation or warranty; and default after receipt of 2 or more notices of default within previous 12 months; and pay early termination damages.
i.	Your obligations on termination/nonrenewal	19	You must: stop operating the Restaurant under the System, pay amounts owed; cease use of the Manuals and materials; assign phone numbers, business listings and electronic identifies related to the Restaurant to us; continued observance of the covenants; discontinue use of the Proprietary Marks, websites and electronic identifiers; and de-identify the Restaurant.

	Provision	Section In Franchise Agreement	Summary
j.	Assignment of contract by franchisor	16.01	There are no restrictions on our right to assign the Franchise Agreement except that our obligations must be fully assumed by the assignee.
k.	"Transfer" by you – definition	1 & 16.02	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in you, the Franchise Agreement, the Franchise, the Restaurant, the assets of the Restaurant, the premises or any other assets pertaining to your operations under the Franchise Agreement.
l.	Franchisor's approval of Transfer by you	16.02.B	You must obtain our consent prior to any Transfer. Certain transfers may be undertaken without our prior approval.
m.	Conditions for franchisor's approval of Transfer	16.02.B	Conditions include: qualified transferee; reasonable sales price; payment of amounts due; no default under any agreement with us or our affiliates; no default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Restaurant or with any vendor or supplier to the Restaurant; signed release (a copy of the current form of General Release is attached as Exhibit G); transferee completes training; renovation of Restaurant; payment of transfer fee in the amount of at least $5,000 and background investigation fees; and Franchise Agreement signed.
n.	Franchisor's right of first refusal to acquire your business	16.03	We can match any offer for your business.

	Provision	Section In Franchise Agreement	Summary
o.	Franchisor's option to purchase your business	19.02	We can purchase some or all of your assets used in the operation of the Restaurant upon expiration or earlier termination of the Franchise Agreement at a price agreed upon or set by appraisers.
p.	Your death or disability	16.04	The interest of you or any equity owner must be transferred within 90 days of your or the equity owner's death or permanent disability to a qualified owner.
q.	Non-competition covenants during the term of the franchise	15.02.B & D	Neither you nor your Principals may have an interest any restaurant business that offers the same or similar products and services as offered by Fridays Restaurants or restaurants in any other concept or system owned, operated, managed or franchised by us or an affiliate, including, without limitation, waiter/waitress service, sit-down dining and bar services.
r.	Non-competition covenants after the franchise is terminated or expires	15.02.D	No activity as described in Item 17.q above for a continuous period of two years within three miles of the Restaurant and within three miles of any then-existing Fridays Restaurant. If you violate the post-termination non-competition provisions, you must pay liquidated damages equal to our then-current Initial Franchise Fee and 8% of the gross sales of the competing business until the expiration of the non-competition period.
s.	Modification of the agreement	28	You and we must agree to all modifications to the Franchise Agreement in writing, however, we may modify the Manuals, the System Standards, the System, or the non-competition covenants (if reduced in area, duration, or scope), any of which we may modify in our sole discretion.
t.	Integration/merger clause	28	Only the terms of the Franchise Agreement, the documents referred to in and the attachments to the Franchise Agreement are binding. Any other oral or written promises related to the subject matter of the Franchise Agreement may not be enforceable. Nothing in this or in any Franchise Agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

	Provision	Section In Franchise Agreement	Summary
u.	Dispute resolution by arbitration or mediation	20	You and we will first attempt to settle any dispute in good faith, but if we are unable to do so, you and we agree to submit to non-binding mediation prior to filing suit.
v.	Choice of forum	20.02	Subject to state law, litigation must be in Dallas County, Texas, except that we may file suit in the jurisdiction where you reside or do business, where the Restaurant is or was located or where the claim arose
w.	Choice of law	29.A in Franchise Agreement	Subject to state law, Texas law applies.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

The table in Statement 1 below provides historical information for company-operated Friday's Restaurants, and the table in Statement 2 below provides historical information for franchised Friday's Restaurants.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATEMENT 1 – HISTORIC GROSS SALES FOR COMPANY-OPERATED FRIDAYS RESTAURANTS

Set forth below is historical gross sales information for the 39 company-operated Friday's Restaurants open and operating as of December 30, 2024 (the "Reporting Company Restaurants").

Reporting Company Restaurants Average Gross Sales for 52 weeks ending December 30, 2024				
	Total	**Upper**	**Mid-Level**	**Lower**
	100%	**25%**	**50%**	**25%**
Gross Sales – Average (Note 1)	$5,073,711	$9,002,485	$3,888,695	$2,329,954
# of Stores	39	6	15	18
# of Stores Above Average Gross Sales	6	6	0	0
% of Stores Above Average Gross Sales	15%	100%	0%	0%
High Gross Sales	$13,677,994	$13,677,994	$4,604,220	$2,844,118
Median Gross Sales	$3,205,123	$8,227,731	$4,034,389	$2,424,022
Low Gross Sales	$1,610,393	$6,056,314	$3,093,304	$1,610,393

STATEMENT 2 – HISTORIC GROSS SALES FOR FRANCHISED FRIDAYS RESTAURANTS

Set forth below is historical gross sales information for the 81 franchised Friday's Restaurants open and operating as of December 30, 2024 (the "Reporting Franchised Restaurants").

Reporting Franchised Restaurants Average Gross Sales for 52 weeks ending December 30, 2024				
	Total	**Upper**	**Mid-Level**	**Lower**
	100%	**25%**	**50%**	**25%**
Gross Sales – Average (Note 1)	$4,954,450	$9,740,653	$3,184,605	$1,938,092
# of Stores	81	5	32	44
# of Stores Above Average Gross Sales	5	5	0	0
% of Stores Above Average Gross Sales	6%	100%	0%	0%
High Gross Sales	$12,813,326	$12,813,326	$4,742,634	$2,496,324
Median Gross Sales	$3,128,264	$9,564,133	$2,983,733	$2,072,324
Low Gross Sales	$1,069,310	$5,265,247	$2,517,215	$1,069,310

<u>Notes to Statement 1 and 2</u>

1. "Gross Sales" has the meaning given to it in the Franchise Agreement, and includes the total of the entire amount of the actual sales price, whether for cash, credit, check or other consideration and regardless of collection, of all sales of food, beverages, merchandise, promotional items and services (including service charges added to a customer's bill) at or from the Restaurant, including, but not limited to, the following: (a) revenues from dine-in, carry-out, delivery, banquets, catering or otherwise; (b) electronic, internet, mail, facsimile or telephone orders received or filled from the Restaurant; (c) commissions on telephone, video, game machine and vending machine revenues; (d) commissions on lotteries or legal games of chance (except to the extent prohibited by applicable law); (e) cover charges and entertainment fees; (f) stored value gift cards and gift certificates (when purchased, but not when redeemed); (g) all deposits not refunded to purchasers; (h) payments to Franchisee by any manufacturer, vendor, distributor or concessionaire, franchisee or Person other than bona fide rebates and volume discounts; and (i) promotional or other allowances to customers in an amount equal to the retail price therefor, to the extent that such amount for promotional allowances exceeds 2.5%, or such higher percentage as permitted by Friday's, of Gross Sales calculated without inclusion of such amount (promotional allowances provided in exchange for goods or services shall be included in Gross Sales without exclusion). There shall be deducted from "Gross Sales" to the extent previously included therein: (1) the amount of any <u>bona</u> <u>fide</u> cash or credit refunds made upon any sale where the food, beverages, merchandise or services sold is returned by the customer and accepted by Franchisee; (2) sales tax or other taxes required to be separately accounted for and collected by Franchisee directly from Franchisee's customers and paid by Franchisee to a taxing authority; and (3) shift meals served to employees while the employees are on duty.

2. The Reporting Company Restaurants and Reporting Franchised Restaurants (each, a "Reporting Restaurant") include Friday's Restaurants that operate at all locations, including non-traditional venues such as airports/transportation hubs, entertainment parks, hotels, etc. ("Non-Traditional Venues"). Friday's Restaurants that are located at Non-Traditional Venues are substantially similar to and operate in substantially the same fashion and (for franchised restaurants) pursuant to the same form of Franchise Agreement as Friday's Restaurants that are located at other locations. In each of Statement 1 and 2, the Reporting Restaurants operating at Non-Traditional Venues fell in the top 25% of all Reporting Restaurants.

3. Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

4. We have not audited the information presented above. Written substantiation for the financial performance representations will be made available to you upon reasonable request. Please carefully read all of the information in these financial performance representations, and the notes following the charts, in conjunction with your review of the historical data. A new franchisee's financial results are likely to vary from the results stated in this financial performance representation.

5. You are strongly advised to perform an independent investigation of this opportunity to determine whether or not the franchise may be profitable and to consult your attorney, accountant, and other professional advisors before entering into any agreement with us. You should conduct an independent investigation of the costs and expenses you will incur in operating a franchised Restaurant. Our current and former franchisees may be one source of this information. You should construct your own business plan and pro forma cash flow statement, balance sheet, and statement of operations, and make your own financial projections regarding sales, revenues, costs, customer base, and business development for a franchised Restaurant.

6. Statement 1 and Statement 2 only include sales information for the included Fridays Restaurants, so you should not draw any inferences with respect to any Restaurant's costs and expenses or profitability because that information is not presented.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections for your future income, you should report it to our management by contacting our CFO at 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287, +1-832-657-3287, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
System wide Outlet Summary
For Years 2022-2024*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	152	134	-18
	2023	134	129	-5
	2024	129	81	-48
Company-Owned	2022	157	158	+1
	2023	158	140	-18
	2024	140	39	-101
Total Outlets	2022	309	292	-17
	2023	292	269	-23
	2024	269	120	-149

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022-2024

State	Year	Number of Transfers
Florida	2022	10
	2023	0
	2024	0
Idaho	2022	0

* As noted in Item 1, TGI Friday's Inc. was the franchisor of Fridays Restaurants prior to the closing of the Securitization Transaction. The "Company Owned Outlets" in this Item 20 refer to the Fridays Restaurants operated by TGI Friday's Inc. under franchise agreements with us as part of the Securitization Transaction. All "Franchised Outlets" identified in this Item 20 were operated under agreements with TGI Friday's Inc. and were assigned to us at the closing of the Securitization Transaction, or for franchise agreements entered after March 2017, with us.

	2023	0
	2024	0
Illinois	2022	0
	2023	1
	2024	0
Indiana	2022	0
	2023	3
	2024	0
Michigan	2022	0
	2023	2
	2024	0
Minnesota	2022	0
	2023	1
	2024	0
Ohio	2022	0
	2023	0
	2024	0
Pennsylvania	2022	0
	2023	0
	2024	0
Total	2022	10
	2023	7
	2024	0

Table 3
Status of Franchised Outlets
For Years 2022-2024

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	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Arkansas	2022	3	0	0	0	1	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
California	2022	1	0	0	0	0	0	1

	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Delaware	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Florida	2022	22	0	2	0	0	0	20
	2023	20	0	0	0	0	4	16
	2024	16	0	0	0	0	2	14
Georgia	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	2	7
	2024	7	0	0	0	0	0	7
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
Illinois	2022	16	0	1	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	8	7
Indiana	2022	8	0	1	0	0	0	7
	2023	7	0	0	0	0	1	6
	2024	6	0	0	0	0	4	2
Kentucky	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	2	0
Louisiana	2022	2	0	1	0	1	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Maryland	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	6	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Michigan	2022	6	0	0	0	0	1	5
	2023	5	0	1	0	0	0	4
	2024	4	0	0	0	0	2	2
Minnesota	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	5	2

Mississippi	2022	1	0	0	0	1	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Missouri	2022	4	0	1	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
New Hampshire	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	1	1
New Jersey	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
New York	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
North Carolina	2022	9	0	2	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	3	4
Ohio	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	1	12
	2024	12	0	0	0	0	8	4
Oklahoma	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
Pennsylvania	2022	14	0	2	0	0	0	12
	2023	12	0	0	0	0	1	11
	2024	11	0	0	0	0	3	8
South Carolina	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
Tennessee	2022	5	0	0	0	2	0	3
	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	1	1
Virginia	2022	9	0	1	0	0	0	8
	2023	8	0	0	0	0	1	7
	2024	7	0	0	0	0	3	4
West Virginia	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

	2024	2	0	0	0	0	1	1
Wisconsin	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	2	0
Totals	2022	152	0	12	0	5	1	134
	2023	134	8	1	0	0	12	129
	2024	129	0	0	0	0	48	81

Table 4
Status of Company Owned Outlets
For Years 2022-2024

State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired from Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
Arkansas	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
California	2022	15	0	0	0	0	15
	2023	15	0	0	0	0	15
	2024	15	1	0	12	0	4
Colorado	2022	3	0	0	1	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	2	0	0
Connecticut	2022	6	0	0	0	0	6
	2023	6	0	0	1	0	5
	2024	5	0	0	5	0	0
Florida	2022	7	0	0	0	0	7
	2023	7	0	0	1	0	6
	2024	6	0	0	6	0	0
Louisiana	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
Maryland	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
	2024	13	0	0	4	0	9
Massachusetts	2022	15	0	0	0	0	15
	2023	15	0	0	2	6	7
	2024	7	0	0	7	0	0
Mississippi	2022	0	0	1	0	0	1

	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
Nevada	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
New Hampshire	2022	3	0	0	0	0	3
	2023	3	0	0	0	2	1
	2024	1	0	0	1	0	0
New Jersey	2022	20	0	0	0	0	20
	2023	20	0	0	1	0	19
	2024	19	0	0	15	0	4
New York	2022	32	0	1	2	0	31
	2023	31	0	0	3	0	28
	2024	28	0	0	23	0	5
Pennsylvania	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	3	0	2
South Carolina	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	4	0	0
Tennessee	2022	0	0	2	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	1	0	1
Texas	2022	18	0	0	2	0	16
	2023	16	0	0	1	0	15
	2024	15	0	0	10	0	5
Virginia	2022	12	0	0	0	0	12
	2023	12	0	0	1	0	11
	2024	11	0	0	6	0	5
Totals	2022	157	0	6	5	0	158
	2023	158	0	0	10	8	140
	2024	140	1	0	102	0	39

Notes:

(Note 1) All numbers are as of the fiscal year end for the applicable year.

(Note 2) States with no activity are not included in the charts. If multiple events occurred affecting an outlet, the tables show the event that occurred last in time.

(Note 3) The charts do not include ghost kitchens, dark kitchens, cloud kitchens, execution kitchens, preparation kitchens, host kitchens, container kitchens, concession trailers or food trucks that offer and sell menu items that Fridays Restaurants offer and sell because those locations are not substantially similar to Fridays Restaurants.

(Note 4) One of the franchised Fridays Restaurants that appears in Table 3, which is operated in the Pittsburgh, Pennsylvania airport, closed its primary location in the airport in 2023 but continues to operate from its satellite location in the airport. Because it continues to operate from one of its locations in the airport, it is not counted as a closure in Table 3.

(Note 5) The outlet in New York shown in Table 4 as being reacquired by us from a franchisee in 2022 is an outlet that was previously owned and operated by a third-party pursuant to a license agreement.

(Note 6) The charts do not include one non-traditional franchised Fridays Restaurant in Ohio that is only open during the summer months.

Table 5
PROJECTED OPENINGS
AS OF DECEMBER 30, 2024

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
All States	0	0	0
Totals	0	0	0

The names, addresses and telephone numbers of all United States franchisees and their outlets as of December 30, 2024, are attached as Exhibit D.

A list of the name, city and state, and the current business telephone number (or if unknown, the last known home telephone number) of every franchisee that has had an outlet terminated, canceled, not renewed by us, or who otherwise voluntarily or involuntarily ceased to do business under its franchise agreement in calendar year 2024, or who has not communicated with us within 10 weeks of the issuance date of the Disclosure Document, is attached as Exhibit E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the date of this Disclosure Document, we are not offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. In the event that we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate Addendum to this Disclosure Document.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with the System and no independent franchisee organization has asked to be included in this disclosure document.

In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with TGI Friday's. 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.

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit H are our (i) unaudited interim financial information as of and for the fiscal year-to-date period ended November 24, 2025, and (ii) audited financial statements as of December 30, 2024, December 25, 2023 and December 26, 2022.

ITEM 22

CONTRACTS

Attached to this Disclosure Document are the following contracts and their attachments:

EXHIBIT A	DEVELOPMENT AGREEMENT
EXHIBIT B	FRANCHISE AGREEMENT
EXHIBIT F	SUMMARY OF ACKNOWLEDGMENTS
EXHIBIT G	GENERAL RELEASE
EXHIBIT I	ADDITIONAL DISCLOSURES AND AMENDMENTS REQUIRED BY CERTAIN STATES
EXHIBIT J	GIFT CARD PARTICIPATION AGREEMENT

ITEM 23

RECEIPTS

The last two pages of this Disclosure Document (Attachment C) are duplicate pages acknowledging receipt of this entire document (including the exhibits). Please sign and date both receipt pages as of the date you received this Disclosure Document. Return to us one signed receipt to us keep the other signed receipt along with this Disclosure Document for your records.

EXHIBIT A

DEVELOPMENT AGREEMENT

U.S. DEVELOPMENT AGREEMENT

TGI FRIDAYS RESTAURANTS

DATED AS OF ______________

KEY TERMS

Effective Date: __________________________

Friday's:

TGI Fridays Franchisor, LLC, a Delaware limited liability company

Friday's Address:
19111 Dallas Parkway, Suite 165
Dallas, Texas USA 75287
Attn: General Counsel
Phone:_____________________
Email: legalnotices@fridays.com

Developer:

____

Developer's Address:
____
____
Attn: _______________________________
Phone:_____________________
Email:_____________________

Territory: __________________, as geographically constituted on the Effective Date excluding airport properties, professional sports stadiums, United States military bases, lodging accommodations, entertainment parks, casinos, rail depots, educational facilities and college or university campuses, and further excluding the restricted area surrounding any TGI Fridays restaurant or brand extension restaurant, if any, operating pursuant to a franchise agreement as of the Effective Date.

Term: the duration of this Development Agreement commencing on the Effective Date and continuing until the earlier of (i) the opening date of the last Restaurant to be opened pursuant to the Development Schedule, and (ii) , 20 , unless sooner terminated as provided herein.

Development Schedule:

Rest.	**Date Open & Operating**	**Date Franchise Agreement Signed, Fee Paid & All Managers Trained**	**Date of Final Site Consent**
		2 mos prior to open	5 mos prior to open
1			
2			
3			
4			

Treatment of Restaurant Openings in Advance of Development Schedule: If Developer opens more Restaurants in a calendar year than required by the Development Schedule, any such excess Restaurants shall _____________________________
[not be counted to fulfill any following calendar year's requirements under the Development Schedule]
[, but shall be entitled to a reduced Franchise Fee equal to U.S. $______________]
[shall be credited toward the Restaurants required to be opened pursuant ot the Development Schedule]

Franchise Fee per Scheduled Restaurant: U.S. $_______________

Pre-paid Franchise Fee: a fee in the amount of U.S. $______________ calculated and to be credited as follows:

Franchise Fee per Restaurant	Pre-paid Franchise Fee per Restaurant	Amount Payable Upon Execution of Franchise Agreement
U.S. $	U.S. $	U.S. $

Treatment of Taxes Applicable to Payments to Friday's: Tax liability for Payments pursuant to this Agreement shall be the responsibility of Developer. All Payments shall be made free and clear of any withholding for or on account of any present or future income, stamp, sales, value added, withholding or similar tax or fee imposed by any governmental authority other than the United States of America ("**Taxes**").

Developer's Representative:	**Developer's Director of Operations**:	**Food & Beverage Director:**

Principal(s): Below is a list of the designated "Principals" and a corresponding description of their interest in Developer and/or their beneficial interest in the performance of this Agreement.

Name	**Percentage/Nature of Interest**

Total Ownership:

Name	**Percentage Ownership**

TABLE OF CONTENTS

DEVELOPMENT AGREEMENT

USA

This DEVELOPMENT AGREEMENT is entered into as of the Effective Date, by and among TGI Fridays Franchisor, LLC, a Delaware limited liability company, with its principal place of business in Dallas, Texas, United States of America ("**Friday's**"), **[DEVELOPER NAME]**, with its principal place of business in **[_________________] ("Developer")**, and the Principals set forth in the Key Terms.

RECITALS

WHEREAS, Friday's has developed in the United States and other countries and owns the System, and intends to identify the System in the Territory with the Proprietary Marks; and

WHEREAS, Developer wishes to obtain certain rights to develop Restaurants under the System in the Territory, from which Principal(s) will derive direct and indirect economic benefit.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments set forth herein, agree as follows:

1. DEFINITIONS

1.01 Key Terms. The pages of this Agreement appearing before the Table of Contents that summarize certain key terms of the Agreement. The Key Terms are incorporated into this Agreement by reference as if fully set forth herein. Capitalized terms used but not defined in the body of this Agreement shall have the meanings ascribed to them in the Key Terms.

1.02 Definitions. As used in this Agreement the following words and phrases shall have the meanings attributed to them in this Section:

AAA - as defined in Section 12.A.

Action - any cause of action, suit, mediation, arbitration, hearing, proceeding, claim, demand, investigation or inquiry (whether a formal proceeding or otherwise).

Affiliate –any Person that directly or indirectly controls, is controlled by or is under common control with Friday's, and any current or future manager of Friday's (Sugarloaf Management, LLC as of the Effective Date),. For purposes of this definition, "control" means the power, directly or indirectly, to direct or cause the direction of the management and polices of a Person, whether through ownership of voting securities, by contract or otherwise.

Agreement - this Development Agreement.

Claim - as defined in Section 12.A.

Competing Business – an American-themed or American-based restaurant business offering the same or similar products and services as offered by restaurants in the System, including, without limitation, waiter/waitress service, sit-down dining and bar services. Examples of Competing Businesses include, without limitation, Texas Roadhouse, Chili's, and Applebee's.

Confidential Information - the terms of the Development Agreement and Franchise Agreement and any amendments thereto, the System, the Development Manuals, the Manuals (as defined in the Franchise Agreement), other manuals of Friday's, the Standards, written directives and all drawings, equipment, recipes, proprietary ingredients, sauces, mixes, formulas, computer and point of sale programs (and output from such programs), and suggested pricing and sales data of Friday's; and all other information, specifications, processes, know-how, techniques, methods, procedures, materials and data imparted or made available by Friday's which is (i) designated as confidential, (ii) known by Developer to be considered confidential by Friday's, (iii) by its nature inherently or reasonably considered confidential, or (iv) otherwise not generally known to Friday's competitors.

Development Manuals - Friday's manuals describing procedures and parameters for the development of TGI Fridays restaurants; including standard plans and specifications for the construction of TGI Fridays restaurants within the System, all as amended from time to time and as distributed or made available online to Developer.

Equity Interest - a direct or indirect ownership or beneficial interest in the capital stock of, partnership or membership interest in, or other equity, ownership or beneficial interest (including the right to vote) in any Person, including such interests issued or created subsequent to the date of this Agreement.

Event of Default - as defined in Section 10.A.

Franchise Agreement - an agreement in the form attached hereto as Exhibit A, pursuant to which Developer shall construct and operate a Restaurant, which agreement may be modified by Friday's to reflect: (i) matters under local law affecting the enforceability of any terms of the agreement; (ii) changes to the System; or (iii) the correction of typographical or other errors in the form.

In-Territory Expenses - costs and expenses incurred by or assessed with respect to Friday's (or other described Person's) employees, agents or representatives in connection with travel to or within, or activities in, the Territory pursuant to this Agreement, including, without limitation, fees relating to restaurant or facilities inspections and testing within the Territory, hotel/lodging, transportation and meals.

Indemnitees – Friday's, its Affiliates, and their respective directors, officers, employees, agents, shareholders, successors and assigns.

Losses and Expenses - compensatory, exemplary, punitive or consequential damages (including without limitation for loss of reputation or goodwill); lost profits; fines, penalties, charges and fees (including reasonable attorney's, accounting, expert witness, and consultant fees); interest, court costs, settlement or judgment amounts and other similar amounts incurred or suffered in connection with any Action; any other liabilities, costs, claims or demands. If Friday's utilizes legal counsel (including inhouse counsel employed by Friday's; provided, however, that Friday's has no obligation to utilize inhouse counsel whatsoever and may entirely utilize outside counsel, as it determines in its sole discretion) in connection with any failure by Developer to comply with this Agreement, Developer shall reimburse Friday's for any of the above-listed costs and expenses incurred by Friday's.

Multi-Unit Manager - an individual designated as described in Section 5.D.

Other Concepts - retail, wholesale, restaurant, bar, tavern, take-out or any other type of business involving the production, distribution or sale of food products, beverages, services, merchandise or other items in connection with the use of one, some or all of the Proprietary Marks or other names or marks, but utilizing a system other than the System pursuant to which a TGI Fridays restaurant is operated.

Payments - all transfers of funds from Developer to Friday's or its designee contemplated by this Agreement, including, without limitation, the Pre-Paid Franchise Fee, reimbursement of expenses, and any other payment obligation owed to Friday's hereunder.

Person - any natural person, corporation, limited liability company, trust, joint venture association, partnership, governmental authority or other entity.

Proprietary Marks - certain trademarks, trade names, service marks, emblems and indicia of origin designated by Friday's from time to time in connection with the operation of TGI Fridays restaurants pursuant to the System in the Territory.

Restaurant(s) - TGI Fridays restaurant(s) developed pursuant to this Agreement.

Site - the proposed location of any Restaurant.

Site Consent - a written communication issued by Friday's prior to the execution of each Franchise Agreement, which sets forth the terms of Friday's consent for Developer to build a Restaurant at a Site.

Standards - the standards, instructions, requirements, methods, specifications and procedures for the establishment and operation of TGI Fridays restaurants, including, without limitation, (i) architectural, design, construction, building materials and decorative standards, (ii) equipment and maintenance standards, (iii) product sourcing specifications, (iv) menu requirements, food and beverage recipes, and presentation standards, (v) food storage, preparation and holding standards (including food safety audit checklist items), (vi) management and staffing requirements, (vii) uniform and employee hygiene standards, (viii) guest service standards and employee training requirements (including restaurant review and brand protection audit checklist items), and (ix) accounting and reporting policies, periods and procedures (including sales and payment reporting systems), in each case, as the same may be modified, updated or amended from time to time by Friday's in its discretion. For the avoidance of doubt, any act required by Friday's to cure a deficiency noted within any report or other written communication resulting from the inspection of a Restaurant by Friday's or its designee shall be considered part of the Standards. All of the foregoing shall be deemed to be contained in and be a part of the Confidential Information.

System - a unique, proprietary system developed and owned by Friday's (which may be modified or further developed from time to time by Friday's) for the establishment, development and operation of TGI Fridays restaurants, including, without limitation, the Proprietary Marks, the Standards, manuals, distinctive exterior and interior design, decor, color scheme and furnishings; food and beverage recipes and preparation techniques; distinctive uniform design; procedures with respect to operations, inventory control, management control, procedures for sanitation and maintenance; accounting procedures, periods and policies; computer and point of sale programs; training and assistance; and advertising and promotional programs; in each case, as the same are further developed by Friday's from time to time.

Transfer - the sale, assignment, conveyance, pledge, mortgage or other encumbrance, whether direct or indirect, of (i) this Agreement; (ii) any or all rights or obligations of Developer herein; or (iii) any interest in any Equity Interest of Developer or its Principals, including the issuance of any new Equity Interests in Developer or any Principal.

2. EXCLUSIVE RIGHTS; TERM

A. Subject to the terms and conditions herein, Friday's grants to Developer the right, and Developer accepts the obligation to develop the number of Restaurants in the Territory required by the Development Schedule pursuant to separate Franchise Agreements executed by and between Friday's and Developer. For so long as no Event of Default has occurred under this Agreement and is continuing and no event has occurred under this Agreement which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, Friday's will neither develop or operate, nor authorize any other Person to develop or operate, TGI Fridays restaurants under the System in the Territory during the Term.

B. Friday's expressly reserves the right, and Developer acknowledges that Friday's or its designee has the exclusive, unrestricted right, to develop and operate Other Concepts, directly and indirectly, through its Affiliates, employees, developers, franchisees, licensees, agents and others within the Territory.

C. Unless sooner terminated as provided herein, this Agreement shall commence on the Effective Date and continue until the expiration of the Term.

D. Upon any termination or expiration of this Agreement, (i) Developer shall have no further right to develop additional Restaurants in the Territory (provided, however, that Developer may complete development of and operate Restaurants under then-effective Franchise Agreements subject to the terms and conditions thereof); and (ii) Friday's may develop, or authorize others to develop, TGI Fridays restaurants in the Territory.

THIS AGREEMENT IS NOT A FRANCHISE AGREEMENT, AND DEVELOPER SHALL HAVE NO RIGHT TO USE, OR TO LICENSE TO OTHERS IN ANY MANNER, THE PROPRIETARY MARKS OR THE SYSTEM BY VIRTUE HEREOF.

3. DEVELOPMENT SCHEDULE; SITE SELECTION

A. Developer shall develop TGI Fridays Restaurants in the Territory pursuant to the Development Schedule. To be in compliance with the Development Schedule:

(i) Each Site must receive an unconditional Site Consent executed by Friday's no later than the date set forth in the Development Schedule;

(ii) The Franchise Agreement for each Site must be fully-executed by Friday's and the applicable Franchisee and all franchise fees paid no later than the date set forth in the Development Schedule;

(iii) Each Restaurant (and the cumulative number of Restaurants set forth in the Development Schedule) must be **OPEN AND OPERATING** by the applicable date(s) specified in the Development Schedule.

Time is of the essence with respect to each of the Development Schedule obligations, and each of the Development Schedule obligations (including, but not limited to, the Site Consent and the construction start dates, the Franchise Agreement execution date and the opening date) must be met by the date set forth in the Development Schedule for Developer to be in compliance with the Development Schedule. Friday's agreement to extend any deadline in the Development Schedule or waive any other requirement of this

Section 3 shall not waive, extend or modify the Development Schedule or require Friday's to grant similar extensions or waivers in the future.

B. Site Consent. Prior to commencing construction of any Site, Developer must obtain an applicable Site Consent pursuant to the time frames set forth in Development Schedule in accordance with Friday's then-existing Site selection criteria and procedures. Friday's failure to issue a written Site Consent shall constitute rejection of such Site. Any Site Consent may be subsequently revoked by Friday's in the event that either the express conditions set forth in the Site Consent are not timely met, or there occurs a breach under any Franchise Agreement or other agreement between Friday's and Developer, or its affiliates, or the Principals.

C. Project Manager; Architect. Prior to commencement of construction of the first Site, Developer shall appoint a construction project manager, whom shall be subject to Friday's consent and, as reasonably required by Friday's, shall attend and successfully complete training provided by Friday's regarding Friday's Standards. The project manager shall ensure that (i) materials satisfying the Standards are utilized in construction; (ii) such materials are purchased from approved suppliers; and (iii) construction plans are implemented in accordance with the Standards. If the project manager is not a qualified architect, for the development of each restaurant Developer shall employ a qualified architect, but such appointment shall be subject to Friday's consent and, as reasonably required by Friday's, such architect shall be required to attend and successfully complete training provided by Friday's architects regarding the Standards. Friday's reserves the right to revoke the approval of any project manager or architect previously approved by Friday's if such project manager or architect fails to meet the Standards as determined by Friday's in its discretion. Developer shall bear costs and expenses of training any project manager or architect.

D. Territory Visits. In addition to any Site visit in connection with a specific Site Consent, Friday's may make visits to the Territory for purposes of conducting a more general review of available Sites in the Territory ("**Review Visits**"). Unless otherwise agreed to by Friday's, Developer shall bear the In-Territory Expenses in connection with the first two (2) Review Visits in any year, and in connection with each Site Consent visit. Friday's shall coordinate visits with Developer, and shall use reasonable efforts to perform Review Visits in conjunction with Site Consent visits.

E. No Liability for Site Consent. Friday's assumes no liability or responsibility for, and Friday's issuance of a Site Consent shall not be deemed Friday's assumption of liability or responsibility for: (1) evaluation of a Site's soil for hazardous substances; (2) inspection of any structure on the Site for asbestos or other toxic or hazardous materials; (3) compliance with the Americans with Disabilities Act ("**ADA**"); or (4) compliance with any other applicable law, rule or regulation. It is Developer's sole responsibility to obtain satisfactory evidence and/or assurances that the Site (and any structures thereon) is free from environmental contamination and in compliance with the requirements of ADA and any other applicable law, rule or regulation. The acceptance of or consent to one or more Sites by Friday's and its refusal to accept or consent to other Sites is not a representation that the Site(s) will achieve a certain sales volume or a certain level of profitability, or that the Site(s) will have a higher sales volume or be more profitable than a site which Friday's did not accept. Acceptance and consent by Friday's merely means that the minimum criteria that Friday's has established for identifying suitable sites for proposed Fridays Restaurants have been met. The decision to develop a particular site is Developer's alone, subject to acceptance of the site by Friday's. Neither Friday's consent to, nor assistance in selecting, any Site shall constitute Friday's representation that a Restaurant at such Site will be profitable or meet any financial projection.

[[[

F. RENOVATION OF EXISTING RESTAURANTS

In consideration of the development rights granted hereunder, Developer agrees to refurbish, remodel and modernize (“**Re-Image**”) each of the TGI Fridays restaurants set forth on the Re-Imaging Schedule. Each Re-Image shall include the repair or replacement of such furniture, fixtures, equipment, decorative elements and signage, and such other modifications as may be required to bring the restaurant’s operations and internal and external appearance into substantial conformity with Restaurants then-currently being developed by Developer in the Territory or other similarly situated developers. Developer shall not begin a Re-Image project until Friday’s has reviewed and approved the Re-Image plan and materials. For purposes of Section 10.A., the Re-Imaging Schedule shall be deemed to be included in the Development Schedule.

[[[Re-Imaging Schedule to be set out in Key Terms section]]]

Restaurant	Re-Image Completion Date

]]]

4. <u>FEES, PAYMENTS AND REIMBURSEMENT OF EXPENSES</u>

A. Developer shall pay the Pre-paid Franchise Fee to Friday’s or its designee upon execution of this Agreement. Developer Acknowledges that the Pre-paid Franchise Fee is paid in consideration of Friday’s ongoing efforts and expenses attributable to anticipated development of additional Restaurants in the Territory, including investment in logistical support, and brand and Proprietary Mark strength. Developer acknowledges that the Pre-Paid Franchise Fee is reasonable in amount and are fully-earned and non-refundable upon payment.

B. (1) All Payments shall be made in United States dollars, in immediately available funds, by deposit in the applicable account designated by Friday’s to receive Payments.

(2) Intentionally Omitted.

(3) Unless otherwise expressly set forth in this Agreement, Payments shall be deposited not more than thirty (30) days after date of invoice. Delinquent Payments shall bear interest from the due date until deposited at eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less. Payment of interest by Developer on past due obligations is in addition to all other remedies and rights available to Friday’s pursuant to this Agreement or under applicable law.

C. The parties agree that Developer shall not withhold or off-set any portion of any Payment due to Friday’s alleged non-performance hereunder or due to the application of any Taxes.

D. Unless otherwise expressly set forth in this Agreement, all In-Territory Expenses relating to Friday’s performance under this Agreement shall be incurred for the account of, and directly billed to, Developer. When such direct billing is not feasible, Developer shall reimburse such expenses to Friday’s or its designee upon receipt of invoice.

E. Friday’s may at any time, upon notice to Developer, direct that certain fees or amounts due under this Agreement be paid directly to Friday’s then-current manager (Sugarloaf Management, LLC as of the Effective Date). Developer will immediately comply with such payment direction, including any change in such payment designation, upon receipt of such notice.

5. REPRESENTATIVE; DIRECTOR OF OPERATIONS; MANAGERS; TRAINING

A. The Representative is authorized to act on behalf of, and bind, Developer with respect to this Agreement. Any replacement Representative shall be designated within 10 days of the prior Representative’s resignation or termination. Each Representative shall attend and successfully complete Friday’s “Owner’s Orientation Program.” The Representative hereunder and under each Franchise Agreement shall be the same individual.

B. The Director of Operations shall devote his full time and best efforts to the management of Developer’s duties and obligations hereunder and the operation of the Restaurants. Any replacement Director of Operations shall be designated within 30 days of the prior Director of Operations’ resignation or termination. Each Director of Operations shall attend and successfully complete within 6 months of appointment Friday’s training program required for general managers. The Director of Operations hereunder and under each Franchise Agreement shall be the same individual.

C. Unless otherwise agreed by Friday’s, at least 6 managers (general manager, assistant general manager, kitchen manager and other managers) are required with respect to the initial Restaurant developed under a Franchise Agreement pursuant hereto. Such managers shall attend and successfully complete Friday’s training program for managers of TGI Fridays restaurants. Subject to Friday’s approval, subsequent managers (except general managers) may be trained by trained general managers in training Restaurants to which Friday’s has consented. Any previously trained manager who is to become a general manager shall attend and successfully complete Friday’s training program for general managers of TGI Fridays restaurants.

D. When the Franchise Agreement for the third Restaurant is executed, Developer shall designate the Multi-Unit Manager. Additional Multi-Unit Managers shall be designated from time to time as reasonably required by Friday’s. Prior to assuming duties, each Multi-Unit Manager shall have successfully completed general manager training and shall have successfully completed Friday’s training program for Multi-Unit Managers.

E. The Food & Beverage Director will be responsible for sourcing food and beverage products in accordance with the Standards, and will dedicate sufficient time to this work to enable the timely development of menus, sourcing and procurement of food and beverage items required to operate each Restaurant. Any replacement Food & Beverage Director shall be designated within 30 days of the prior Food & Beverage Director’s resignation or termination. The Food & Beverage Director hereunder and under each Franchise Agreement shall be the same individual.

F. Friday’s or its designee shall have the right to interview and consent to each Director of Operations, Multi-Unit Manager, Food & Beverage Director and all Restaurant managers. Friday’s shall endeavor to conduct such interviews in the Territory, but Friday’s may require that such interviews occur outside the Territory at Developer’s expense.

G. Developer shall bear all costs and expenses relating to the training of any Representative, Director of Operations, Multi-Unit Manager, Food & Beverage Director and other manager training.

H. From time to time, Friday's or its designees' representatives may visit the Territory to provide support not otherwise specifically set forth in this Agreement, including but not limited to ascertaining the availability of materials, foods and beverages, conducting additional training, marketing efforts, assessment of information technology applications, or any support specifically requested by Developer. Developer shall bear the cost of all In-Territory Expenses related to such visits, but only to the extent that Friday's has informed Developer of such visit in advance. If a visit is for the purpose of providing assistance specifically requested by Developer, then Developer shall bear the cost of all related In-Territory Expenses and the cost of travel.

6. CONFIDENTIAL INFORMATION

A. Neither Developer nor any Principal shall communicate, disclose or use any Confidential Information except as permitted herein or required by law. Confidential Information shall be disclosed only to such employees of Developer as is required in connection with performance of job functions. Neither Developer nor any Principal shall, without Friday's prior consent, copy, duplicate, record or otherwise reproduce any Confidential Information. Confidential Information may be provided to consultants and contractors only to the extent necessary for such parties to provide services to Developer. Developer and each Principal, on a joint and several basis, agree to indemnify and hold the Indemnitees harmless from and against any Losses and Expenses related to any disclosure or use of Confidential Information by their respective agents, employees, consultants and contractors. Developer and each Principal acknowledge Friday's exclusive ownership of the Confidential Information, the System and the Proprietary Marks. Neither Developer nor any Principal shall, directly or indirectly, contest or impair Friday's exclusive ownership of the Confidential Information, the System or the Proprietary Marks.

B. If requested by Friday's, Developer shall cause any Principal, officer, director and/or other employee of Developer who will have access to any Confidential Information, to execute and deliver to Friday's a covenant in the form materially similar to the covenant attached as Exhibit B. Developer shall indemnify and hold the Indemnitees harmless from and against any Losses and Expenses related to any disclosure or use of Confidential Information by any Principal, Director of Operations, Representative, Multi-Unit Manager, F&B Director and other employee of Developer.

C. If Developer or any Principal develops any new concepts, processes or improvements (as determined by Friday's) related to the System or Confidential Information, Developer shall notify Friday's of same and such concepts, processes and improvements are hereby assigned to Friday's and shall be considered part of the Confidential Information and automatically become the property of Friday's and its affiliates, without any payment to Developer. At Friday's request, Developer and the Principals shall each execute an agreement recognizing Friday's or its designee's exclusive ownership thereof.

D. If requested by Friday's, promptly upon any termination or expiration of this Agreement, Developer and each Principal shall return to Friday's the Confidential Information (and any copies thereof), including that portion of the Confidential Information which consists of analyses, compilations, studies or other documents containing or referring to any part of the Confidential Information prepared by Developer or such Principal, their agents, representatives or employees.

7. DEVELOPER'S REPRESENTATIONS AND COVENANTS

A. Representations and Covenants. Developer represents and covenants to Friday's as follows:

(1) Developer is and for the remainder of the Term shall remain a corporation or partnership, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to own, operate and lease its assets (real or personal), to carry on its business, to enter into this Agreement and perform its obligations hereunder. Developer is duly qualified to do business and is in good standing in each jurisdiction in which its business or the ownership of its assets requires.

(2) The execution, delivery and performance by Developer of this Agreement and all other agreements contemplated herein has been duly authorized by all requisite corporate or partnership action and no further action is necessary to make this Agreement or any other agreements contemplated hereby valid and binding upon it and enforceable against it in accordance with their respective terms. Neither the execution, delivery nor performance by Developer of this Agreement or any other agreements contemplated hereby will conflict with, or result in a breach of any term or provision of Developer's certificate or articles of incorporation, corporate charter, by-laws or partnership agreement or under any other agreement by which Developer or any of its assets are bound, or breach any order of any court, administrative agency or governmental body.

(3) Developer shall not, and shall not permit any of its affiliates to, amend its respective certificate or articles of incorporation, corporate charter, by-laws, partnership agreement or other governing documents in a manner which is inconsistent with any representation or covenant set forth in this Agreement or any Franchise Agreement.

(4) Except as expressly waived by Friday's, certified copies of Developer's certificate or articles of incorporation, corporate charter, by-laws, partnership agreement, other governing documents and any amendments thereto, including board of director's or partner's resolutions authorizing this Agreement have been delivered to Friday's.

(5) A certified list of the shareholders of Developer, including the number and type of shares owned by each shareholder has been delivered to Friday's.

(6) Developer shall promptly provide to Friday's, without charge, any information concerning any new process or improvements in the development, construction, management, operation, supervision or promotion of the Restaurants developed by Developer or any Principal. Any such process or improvement shall be Friday's exclusive property and deemed included in Confidential Information.

(7) Developer shall comply with all requirements of applicable laws, rules, regulations and ordinances.

(8) Developer shall maintain a current list of all owners of any Equity Interest in Developer and deliver a certified copy thereof to Friday's upon request.

(9) All information Developer provided to Friday's in connection with Developer's franchise application and Friday's grant to Developer of the opportunity to develop Fridays Restaurants is truthful, complete and accurate.

(10) This Agreement involves significant legal and business rights and risks. Friday's does not guarantee Developer's success. Developer has read this Agreement in its entirety, conducted an independent investigation of the business contemplated by this Agreement, has been thoroughly advised with regard to the terms and conditions of this Agreement by legal counsel or other advisors of Developer's choosing, recognizes that the nature of the business conducted by Fridays Restaurants may change over time, has had ample opportunity to investigate all representations made by or on behalf of Friday's, and has had ample opportunity to consult with current and former franchisees of Friday's. The prospect for success of the business undertaken by Developer is speculative and depends to a material extent upon Developer's personal commitment, capability and direct involvement in the day-to-day management of the business.

(11) Except in accordance with a Franchise Disclosure Document provided by Friday's to Developer, Developer has not received from Friday's or its affiliates or anyone acting on their behalf, any representation of Developer's potential sales, expenses, income, profit or loss. Developer has not received from Friday's or its affiliates or anyone acting on their behalf, any representations other than those contained in the current Fridays Franchise Disclosure Document as inducements to enter this Agreement.

(12) Even though this Agreement contains provisions requiring Developer to develop the Restaurants in compliance with the System: (1) Friday's and its affiliates do not have actual or apparent authority to control the day-to-day conduct and operation of Developer's business or employment decisions; and (2) Developer and Friday's do not intend for Friday's or its affiliates to incur any liability in connection with or arising from any aspect of the System or Developer's use of the System, whether or not in accordance with Friday's requirements.

B. Anti-Terrorism Laws. Developer and each Principal represent and warrant to Friday's that: (a) neither Developer nor any Principal is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (currently located at http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx); (b) Developer and each Principal will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any Person or entity, including as prohibited by the U.S. Patriot Act (currently located at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (currently located at http://www.treasury.gov/resource-center/sanctions/Documents/13224.pdf) or any similar laws; and (c) that Developer and each Principal shall immediately notify Friday's in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

C. Anti-Corruption Compliance. Developer and each Principal represents that it has made itself aware of the requirements of the United States Foreign Corrupt Practices Act ("**FCPA**") and all laws relating to anti-corruption and anti-money laundering promulgated by any governmental entity within the Territory (collectively, "Anti-Corruption Laws"), and that neither Developer nor any Principal has received at any time within the past 5 years any inquiry or other communication from any Person regarding its or any other entity or Person's alleged, or potential violation of, or failure to comply with, any Anti-Corruption Laws. Developer and each Principal agrees that it shall not, nor permit any of its affiliated entities to, take any action that could violate, or expose Friday's to liability under, any Anti-Corruption Laws, and Developer represents and covenants that will maintain an internal accounting controls system to provide reasonable assurances that violations of Anti-Corruption Laws will be prevented, detected, and deterred. Developer and each Principal acknowledges receipt of a copy of Friday's FCPA and International Anti-

Corruption Compliance Policy (the "**Anti-Corruption Policy**"), and covenants that it shall ensure that it and its affiliated entities will perform their respective obligations under this Agreement and any Franchise Agreement in compliance with the Anti-Corruption Policy. Developer and each Principal shall, from time to time at Friday's reasonably request, execute and deliver to Friday's a certification of its ongoing compliance with the Anti-Corruption Policy, and shall notify Friday's in writing immediately upon the occurrence of any event that would render any of the representations and covenants contained in this Section 7.C. inaccurate.

D. Non-Competition and Non-Solicitation.

Developer and each Principal shall receive Friday's valuable, unique training, trade secrets and the Confidential Information. Developer and each Principal acknowledge that such training, trade secrets and the Confidential Information provide a competitive advantage to Developer, and are a primary reason for their execution of this Agreement. In consideration thereof, Developer and each Principal covenant that, during the Term and for a period of two (2) years after the expiration or termination of this Agreement, neither Developer nor any Principal shall, directly or indirectly:

(i) Intentionally Omitted; or

(ii) divert or attempt to divert any business or customer, or potential business or customer, of any restaurant franchised or operated by Friday's or its affiliates to any competitor, by direct or indirect inducement or otherwise; or

(iii) own, maintain, operate or have any interest in any Competing Business (a) within the Territory; (b) within a three-mile radius of the border of the Territory; and (c) within a three-mile radius of any then-existing Fridays Restaurant, except as otherwise approved in writing by Friday's.

Provided, however, that restriction described in the preceding sentence shall not apply to the investment of five percent (5%) or less of the capital stock of an entity whose equity securities are registered and traded on a public securities exchange and widely held by the public; provided such owner is not a director, officer, or consultant therefor.

E. Each of the foregoing representations and covenants is independent of each other representation, covenant or agreement contained in this Agreement. Developer's representations, covenants and agreements herein are continuing in nature and shall survive the expiration or termination hereof.

F. Friday's shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 7 effective immediately upon Developer's receipt of written notice, and Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 20.

8. TRANSFER

A. Friday's may assign this Agreement, or any of its rights or obligations herein, to any Person without Developer's or any Principal's consent; provided, however, that any such assignment shall not affect Developer's rights hereunder. In addition, Friday's shall have the right to delegate performance of any and all of its obligations and duties under this Agreement. Without limiting the foregoing, Developer acknowledges that Friday's may sell its assets (including its rights in the Proprietary Marks and the System) to a third party; may offer its securities privately or publicly; may merge, acquire other Persons or be acquired by another Person; and may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the above sales, assignments and dispositions, Developer and each Principal expressly and specifically waives any claims, demands, or damages against Friday's or its Affiliates arising from or related to Friday's transfer of its rights in this Agreement, the Proprietary Marks or the System to any other party.

B. (1) Developer and each Principal acknowledge that Developer's rights and obligations herein and in each Franchise Agreement are personal to Developer and that Friday's has entered into this Agreement and will enter into each Franchise Agreement relying upon the business skill, experience and aptitude, financial resources and reputation of Developer and each Principal. Therefore, neither Developer nor any Principal, or their respective successors or permitted assigns shall complete, or allow to be completed, any Transfer without Friday's prior written consent. Any purported Transfer, by operation of law or otherwise, without Friday's prior written consent shall be null and void and constitute an Event of Default.

(2) Friday's may require satisfaction of any or all of the following conditions, and such other conditions as Friday's may reasonably require, prior to consenting to any Transfer:

(a) (i) no Event of Default shall have occurred under this Agreement and be continuing, and (ii) no event shall have occurred under this Agreement which, with the giving of notice or lapse of time, or both, would constitute an Event of Default;

(b) Developer and any affected Principal shall deliver a general release of any and all claims against the Indemnitees, including, without limitation, claims arising under this Agreement, any Franchise Agreement or under applicable laws, rules, and ordinances, in a form acceptable to Friday's;

(c) Developer and any affected Principal shall remain liable for the performance of its obligations, covenants and agreements herein through the date of transfer and shall execute all instruments reasonably requested by Friday's to evidence such liability;

(d) the transferee and all owners of any record or beneficial interest in transferee's Equity Interests shall (i) make each of the representations and covenants of Developer and Principals herein; (ii) assume full, unconditional, joint and several liability for, and agree to perform from the date of Transfer, each of Developer's and each Principal's obligations, covenants and agreements herein; and (iii) execute all instruments (in a form acceptable to Friday's) reasonably requested by Friday's to evidence the foregoing;

(e) the transferee shall satisfy, in Friday's reasonable judgment, Friday's then existing criteria for similarly situated developers or principals, including, without limitation, education, business skill, experience and aptitude, character and reputation, and financial resources;

(f) the transferee and its owners shall execute (without extending the Term) the standard form of development agreement then being offered to new similarly situated System developers or other form of this Agreement and such other ancillary agreements as Friday's may request, all of which shall supersede this Agreement and its ancillary documents and the terms of which may differ from the terms hereof, including without limitation higher Franchise Fees, Pre-Paid Franchise Fees and marketing or advertising contributions; and

(g) at the transferee's expense, the transferee's Representative, any Multi-Unit Manager(s), Director of Operations, general manager(s) and other managers shall complete such training as then required (if not previously trained pursuant to the terms hereof), upon such terms and conditions as Friday's may reasonably require.

C. Developer and each Principal agree that (i) Friday's shall have and is hereby granted a right of first refusal and option with respect to any Transfer; (ii) should any Principal desire to accept a bona fide offer to Transfer or should Developer desire to issue or sell any new Equity Interests, such party shall promptly notify Friday's thereof and shall provide such information and documents relating thereto as Friday's may require; (iii) within thirty (30) days after receipt of such notice and documents, Friday's may notify such party that it intends to complete such Transfer upon such terms and conditions (provided, however, that (a) Friday's may elect to make payment in United States dollars and (b) such transaction shall be consummated within a reasonable period of time after Friday's has given such notice); (iv) any material change in the terms of any offer or any change in the identity of the proposed transferee shall constitute a new offer subject to Friday's right and option; and (v) Friday's failure to exercise such right and option shall not constitute a waiver of such right and option with respect to future offers.

D. If Developer requests Friday's consent to any proposed Transfer, there shall be paid to Friday's a non-refundable fee to compensate Friday's for its costs and expenses associated with reviewing the proposed Transfer, including, without limitation, travel costs and expenses, legal and accounting fees and diversion of employee resources. Such fee shall be determined by Friday's in its sole and reasonable discretion, but shall not be payable with respect to a transaction with Friday's described in Section 8.C.

E. If any Principal is a natural Person, Developer shall promptly notify Friday's of the death or permanent disability of such Principal. The Equity Interests held by such Principal shall be transferred in accordance with and subject to the terms and conditions described in Sections 8.B.(2) and 8.C. and shall be completed prior to a date which is (i) 1 year after date of death; or (ii) 90 days after the date such Principal becomes permanently disabled.

F. Friday's consent to any Transfer shall not constitute a waiver of (i) any claims it may have against the transferor; or (ii) the transferee's compliance with the terms hereof.

9. CONSENT AND WAIVER

A. When required, Developer or any Principal shall make written request for Friday's consent in advance and such consent shall not be deemed given by Friday's unless it is set forth in writing. Friday's consent shall not be unreasonably withheld, except as expressly provided herein.

B. Friday's makes no representations or warranties upon which Developer or any Principal may rely and assumes no liability or obligation to Developer, any Principal or any third party by providing any waiver, approval, advice, consent or services to Developer or due to any delay or denial thereof.

10. DEFAULT AND REMEDIES

A. Each of the following shall constitute an "Event of Default" by Developer: **(i)** failure to make any Payment on or before the date payable; **(ii)** failure to comply with the Development Schedule; **(iii)** the breach or falsity of any representation or warranty herein; **(iv)** failure to deliver executed covenants as required in Section 6.B.; **(v)** failure to comply with or perform its covenants, obligations and agreements herein; **<u>(vi)</u>** any Transfer that occurs other than as permitted in accordance with Section 8.B; **<u>(vii)</u>** failure to meet or maintain the Standards; **<u>(viii)</u>** breach or failure to perform any other term or condition of this Agreement; **<u>(ix)</u>** Developer (a) is adjudicated, or is, bankrupt or insolvent, (b) makes an assignment for the benefit of creditors, or (c) seeks protection from creditors by petition in bankruptcy or otherwise or there is filed against Developer a similar petition which is not dismissed within thirty (30) days; **<u>(x)</u>** the appointment of a liquidator or receiver that is not dismissed within thirty (30) days of appointment for (a) all or substantially all of Developer's assets or (b) any Restaurant; **<u>(xi)</u>** an event of default shall arise under any Franchise Agreement entered into by Developer or its affiliates (and in addition, any Events of Default by Developer under this Agreement (other than the failure to comply with the Development Schedule) shall constitute an event of default by Developer and/or its affiliates under any Franchise Agreement and/or other agreement between Franchisor and its affiliates on the one hand and Developer and its affiliates on the other hand) ; **<u>(xii)</u>** Developer or any Principal pleads guilty to or is convicted of a felony (or the equivalent thereof in the Territory) or a crime involving moral turpitude or any other crime or offense that Friday's reasonably believes is likely to adversely affect the System or the goodwill associated therewith (whether in the United States, the Territory or elsewhere) or Friday's interest therein; or **<u>(xiii)</u>** in any continuous twelve (12) months period, notwithstanding the previous cure of such Events of Default, any (a) two (2) or more Events of Default shall arise under any single subsection of this Section 10.A. or (b) three (3) or more Events of Default shall arise under this Section 10.A.

Friday's shall not exercise any remedies available hereunder with respect to the following described Events of Default unless such Events of Default remain uncured after notice from Friday's thereof and the expiration of the following cure periods:

(a) with respect to any Event of Default arising under Section 10.A.(i), ten (10) days; or

(b) with respect to any Event of Default arising under Sections 10.A.(ii) through (viii), thirty (30) days.

There shall be no cure periods with respect to Events of Default arising under Sections 10.A.(ix) through (xiii) and Friday's shall have immediate right to exercise its remedies with respect to such Events of Default.

B. Upon the occurrence of an Event of Default, Friday's may terminate this Agreement and all rights granted, without waiving any claim for damages suffered by Friday's, or other rights, remedies or claims. In the event that Friday's elects <u>not</u> to terminate this Agreement, Friday's may exercise one or more of the following remedies or such other remedies specified elsewhere in this Agreement or as may be available at law or in equity:

(1) cure such Event of Default at Developer's expense and, in connection therewith Developer (i) hereby grants to Friday's all rights and powers necessary or appropriate to accomplish such cure; and (ii) shall indemnify and hold the Indemnitees harmless from and against all Losses and Expenses incurred by them, and Actions alleged against them, in connection with Friday's cure;

(2) with respect to an Event of Default arising from a failure to comply with the Development Schedule, Friday's may, at its discretion, exercise any one or more of the following remedies:

(i) cause any Pre-Paid Franchise Fee then being held by Friday's to be forfeited, in which case Developer will be required to pay the full Franchise Fee (without deduction of a

Pre-Paid Franchise Fee) with respect to any Restaurants developed after the date such Pre-Paid Franchise Fee are forfeited;

(ii) if Friday's has required the forfeiture of existing Pre-Paid Franchise Fees under clause (i), require Developer to pay to Friday's or its designee additional Pre-Paid Franchise Fees equal to fifteen percent (15%) of the Franchise Fee, multiplied by the number of Restaurants remaining to be developed under the Development Schedule (such additional Pre-Paid Franchise Fees shall serve as replacements of the Pre-Paid Franchise Fee forfeited under clause (i) and shall be credited toward Franchise Fees for Restaurant openings in similar fashion as set forth in the Key Terms);

(iii) until such time as Developer regains compliance with the Development Schedule, require Developer to pay to Friday's on a monthly basis a sum equal to the amount of Royalty Fees and other fees that would have been paid to Friday's had Developer opened, in accordance with Developer's obligations under the Development Schedule, the Restaurant for which an Event of Default has been declared, such amount to be calculated based on the average unit gross sales volume for all TGI Fridays restaurants for the calendar year preceding the year in which the default has been declared;

(iv) cause the Development Schedule to be modified by (a) reducing the number of Restaurants the Developer has a right to develop under this Agreement or (b) accelerating the schedule for future Restaurant development;

(v) eliminate or reduce Developer's exclusive rights in the Territory set forth in the Key Terms.

(3) Intentionally Omitted.

C. Developer and each Principal agree that Friday's exercise of the rights and remedies set forth herein are reasonable. Friday's may, in addition to pursuing any other remedies, specifically enforce such obligations, covenants and agreements or obtain injunctive or other equitable relief in connection with the violation or anticipated violation of such obligations, covenants and agreements without the necessity of showing (i) actual or threatened harm; (ii) the inadequacy of damages as a remedy; or (iii) likelihood of success on the merits, and without being required to furnish bond or other security. Nothing in this Agreement shall impair Friday's right to obtain equitable relief. Recognizing that the failure of Developer to meet the Standards required in the System may endanger the reputation and operations of other TGI Fridays restaurants as well as potentially endanger the general public, Developer and Friday's agree that in the event that operations at a Restaurant fall below the Standards required in the System, Friday's may, in its sole discretion, in addition to and not in lieu of its right to terminate this Agreement and the Franchise Agreement, have the right to require that Developer discontinue all operations at the Restaurant and close the Restaurant to the public until Developer is able to establish to Friday's reasonable satisfaction that operations at the Restaurant meet or exceed the Standards required in the System.

D. <u>Additional Remedies for Breach</u>. In addition to any other remedies or damages permitted under this Agreement, if Developer breaches the covenants in Section 7.D ("Covenants Against Competition") during the Development Term or during the continuous two-year period following the expiration, termination or Transfer of this Agreement, for each restaurant business that violates those Covenants Against Competition, Developer shall pay to Friday's: (1) a fee equal to Friday's then-current franchise fee for franchised Fridays Restaurants; and (2) 8% of the Gross Sales of that restaurant business until the expiration of the continuous two-year period following the expiration or earlier termination of this Agreement. Developer acknowledges that a precise calculation of the full extent of Friday's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section 10.D. is reasonable. Developer's payment to Friday's under this Section shall be in addition to any attorneys' fees and other costs and expenses to which Friday's is entitled pursuant to the terms of this Agreement. Developer acknowledges that breach of the Covenants Against Competition by Developer shall cause irreparable harm to Friday's in addition to monetary damages and nothing in this Section 10.D shall preclude Friday's from obtaining appropriate injunctive relief to enforce the Covenants Against Competition and specific performance to enforce this Section 10.D.

E. Early Termination Damages.

(1) If Developer defaults on its obligations and Friday's terminates this Agreement prior to the expiration of the Development Term, it is hereby agreed by Developer and Friday's that the amount of damages which Friday's would incur for any such termination of this Agreement would be difficult, if not impossible, to accurately ascertain. Accordingly, within 30 days following such termination, Developer and its Principals shall pay to Friday's an amount equal to: (x) two times the average of the total annual royalty fees and marketing contributions owed by Developer or its affiliated entities under any franchise agreements between Friday's and Developer or its affiliated entities over the prior three year period multiplied by (y) the number of restaurants that remain to be developed pursuant to the Development Schedule ("Early Termination Damages"). If Developer has been developing Restaurants under this Agreement for less than three years, the Early Termination Damages shall be equal to: (x) two times the average of the total annual royalty fees and advertising marketing contributions (prorated, if necessary) owed by Developer or its affiliated entities under any franchise agreements between Friday's and Developer or its affiliated entities during the most recent twelve (12) month period of time multiplied by (y) the number of restaurants that remain to be developed pursuant to the Development Schedule. These Early Termination Damages shall constitute liquidated damages and are not to be construed as a penalty and shall be the joint and several liability of Developer, the Principal Owners and each Guarantor.

(2) Developer and Friday's acknowledge and agree that: (a) the Early Termination Damages are a reasonable estimation of the damages that would be incurred by Friday's resulting from or arising out of the premature termination of this Agreement; and (b) Developer's payment of such Early Termination Damages is intended to fully compensate Friday's only for any and all damages related to or arising out of the premature termination of this Agreement by Friday's, and shall not constitute an election of remedies, waiver of any default under this Agreement, nor waiver of Friday's claim for other damages and/or equitable relief arising out of Developer's breach of this Agreement.

(3) The imposition of the Early Termination Damages shall be at Friday's sole option. Friday's is not required to impose the Early Termination Damages and may, in addition or in lieu thereof, pursue other remedies available to Friday's under the terms and conditions of this Agreement, in equity or at law in the event of Developer's default under this Agreement, including, without limitation, actual damages incurred by Friday's, if such can be ascertained. All such remedies shall be cumulative and non-exclusive.

F. Friday's rights and remedies shall be cumulative, and not exclusive, of any other right or remedy described herein or available at law or in equity. The expiration or termination of this Agreement shall not release Developer or any Principal from any liability or obligation then accrued or any liability or obligation continuing beyond, or arising from, such expiration or termination.

G. Friday's failure to exercise any right or remedy or to enforce any obligation, covenant or agreement herein shall not constitute a waiver by, or estoppel of, Friday's right to enforce strict compliance with any such obligation, covenant or agreement. No custom or practice shall modify or amend this Agreement. Friday's waiver of, or failure or inability to enforce, any right or remedy shall not impair

Friday's rights or remedies with respect to subsequent Events of Default of the same, similar or different nature. Friday's delay, forbearance or failure to exercise any right or remedy in connection with any Event of Default or default by other developers shall not affect, impair or constitute a waiver of such rights or remedies. Acceptance of any Payment shall not waive any Event of Default.

H. Developer and each Principal shall, jointly and severally, pay all Losses and Expenses incurred by Friday's or its designee in successfully enforcing this Agreement. The existence of any Actions which either Developer or any Principal may have against Friday's or any Affiliate or designee, whether arising from this Agreement or otherwise, shall not constitute a defense to Friday's enforcement of Developer's or any Principal's representations, warranties, covenants, obligations or agreements herein.

I. Intentionally Omitted.

J. DEVELOPER WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AND AGREES THAT, IN THE EVENT OF A DISPUTE, DEVELOPER SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT. DEVELOPER AND EACH PRINCIPAL ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL FRIDAY'S AGGREGATE LIABILITY TO DEVELOPER OR ANY PRINCIPAL IN CONNECTION WITH ANY ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FRIDAY'S FROM DEVELOPER HEREUNDER. THE FOREGOING SHALL NOT MODIFY THE PROVISIONS OF SECTION 13.H. HEREIN.

K. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

L. The description of any default in any notice that Friday's transmits to Developer will in no way preclude Friday's from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

11. OBLIGATIONS ON TERMINATION OR EXPIRATION

A. Developer's Obligations. Upon termination or expiration of this Agreement, Friday's shall retain the Development Fee and:

i. Developer shall have no further right to develop or open Restaurants in the Territory, except that Developer shall be entitled to complete and open a Restaurant for which a Franchise Agreement has been fully executed. Termination or expiration of this Agreement shall not affect Developer's right to continue to operate Restaurants that were open and operating as of the date this Agreement terminated or expired;

ii. The limited exclusive rights granted Developer in the Territory shall terminate, and Friday's shall have the right to operate or license others to operate restaurants identified in whole or in part by the name and mark “Fridays” anywhere in the Territory;

iii. Developer promptly shall cease use of and return to Friday’s all materials and information furnished by Friday’s or its affiliates, except materials and information furnished with respect to a Restaurant which is open and operating pursuant to an effective franchise agreement. Developer shall retain no copies of the returned materials;

iv. Developer and all persons and entities subject to the covenants contained in Section 7 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants;

v. Developer immediately shall pay Friday’s and its affiliates all sums due and owing Friday’s or its affiliates pursuant to this Agreement; and

vi. Developer and each Principal Owner shall, jointly and severally, pay all costs and expenses (including fees of attorneys and other engaged professionals) incurred by Friday’s in connection with the successful enforcement of this Section.

B. Evidence of Compliance. Developer shall furnish Friday’s, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by the chief executive officer of Developer, if Developer is a corporation; by a manager of Developer, if Developer.

12. DISPUTE RESOLUTION

A. Both Friday’s and Developer will attempt in good faith to settle any controversies, disputes or claims arising between Developer and Friday’s or any of their respective affiliates, officers, directors, shareholders, partners, agents, employees and attorneys (in their representative capacity) arising out of or related to the relationship of the parties hereto, this Agreement or any provision hereof, or the validity of this Agreement or any provision hereof (collectively, a “Claim”). If Friday’s and Developer are unable to do so, they hereby agree to submit the Claim (except as set forth in Section 12.C. below) to non-binding mediation before a single mediator to be administered by the American Arbitration Association (“AAA”) in Dallas, Texas. The mediator shall be agreed upon by the parties and, failing such agreement within a reasonable period of time (not to exceed fifteen (15) days) after either party has notified the other of its desire to seek mediation, appointed by the AAA in accordance with its rules governing mediation. Unless otherwise agreed by the parties, a mediator appointed by the AAA must have knowledge and experience relating to domestic franchising and the restaurant industry unless no such mediators are available. No mediator chosen pursuant to this Section 12.A. shall be related to or affiliated with Friday’s, Developer, either party’s affiliates, any of Developer’s Principals, or any officer, director, employee, agent or representative of the foregoing. All mediators shall be fluent in the English language. The costs and expenses of mediation, including compensation of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the Claim within sixty (60) days after the mediator has been appointed, unless such time period is extended by written agreement of the parties or if either party fails to attend the mediation, then either party may institute a legal action in accordance with Section 12.B. below.

B. The parties agree that, to the extent any disputes cannot be resolved pursuant to Section 12.A above, Developer shall file any suit against Friday’s only in the federal or state court located in Dallas County, Texas; and Friday’s may file suit in the federal or state court having jurisdiction in Dallas County, Texas or in the jurisdiction where Developer resides or does business or where the Territory or any

Restaurant is or was located or where the claim arose. Developer consents to the personal jurisdiction of those courts over Developer and to venue in those courts. .

C. Furthermore, notwithstanding anything to the contrary in this Section 12, Friday's and the Affiliates have the right to commence a civil action in any court of competent jurisdiction against Developer or take other appropriate action for the following reasons: (i) to collect sums of money due to Friday's or the Affiliates; (ii) for infringement of the Proprietary Marks or other violation of Friday's or the Affiliates intellectual property rights; (iii) to compel Developer to compile and submit required reports to Friday's; (iv) to permit evaluations or audits authorized by this Agreement; or (v) to seek any indemnification protection provided pursuant to Section 13 below.

D. The internal laws of the State of Texas (without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Agreement and its exhibits and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom. Developer and each Principal hereby irrevocably consent to personal jurisdiction in any court of competent jurisdiction in which Friday's may elect to bring an Action pursuant to the provisions of this Agreement (including, without limitation, the state and federal courts located in Dallas County, Texas, U.S.A.) and Developer and each Principal hereby irrevocably waive, to the fullest extent permitted by law, any objection to venue in any such court (including, without limitation, the state and federal courts located in Dallas County, Texas, U.S.A.).

E. Neither Developer nor any of its officers, directors, members, owners, shareholders, management, employees, contractors and/or representatives (the "Developer Party(ies)") shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other franchisee, franchise owner, franchisee guarantor, or other claimant, nor will Developer or any other Developer Party maintain any action or proceeding against Friday's and the other Indemnitees in a class action, whether as a representative or as a member of a class or purported class, nor will Developer or any other Developer Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against Friday's or the other Indemnitees with any other litigation against Friday's or such other Indemnitee.

F. Developer recognizes that its failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to Friday's, its affiliates and the System. Therefore, Developer agrees that, notwithstanding anything to the contrary in this Section 12, in the event of a breach or threatened breach of any of the terms of this Agreement by Developer, Friday's shall be entitled to seek and obtain injunctive relief (both preliminary and permanent) in any court of competent jurisdiction without submitting a Claim to mediation under Section 12.A. above restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by Friday's shall be in addition to, and not in lieu of, all remedies and rights that Friday's otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

G. In the event of a dispute between Friday's and Developer, the parties have waived their right to a jury trial.

H. **EXCEPT FOR PAYMENTS OWED BY ONE PARTY TO THE OTHER, AND UNLESS PROHIBITED BY APPLICABLE LAW, ANY LEGAL ACTION OR PROCEEDING (INCLUDING THE OFFER AND SALE OF A FRANCHISE TO DEVELOPER) BROUGHT OR**

INSTITUTED WITH RESPECT TO ANY DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT OR WITH RESPECT TO ANY BREACH OF THE TERMS OF THIS AGREEMENT MUST BE BROUGHT OR INSTITUTED WITHIN A PERIOD OF TWO YEARS AFTER THE INITIAL OCCURRENCE OF ANY ACT OR OMISSION THAT IS THE BASIS OF THE LEGAL ACTION OR PROCEEDING, WHENEVER DISCOVERED.

I. No right or remedy conferred upon or reserved to Friday's or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

J. If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred during, prior to, in preparation for, in contemplation of, or after the filing of the proceeding.. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

13. INDEMNIFICATION

A. DEVELOPER AND EACH PRINCIPAL SHALL, AT ALL TIMES, INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE INDEMNITEES, FROM ALL LOSSES AND EXPENSES THAT ARISE OUT OF, BASED UPON OR CONNECTED WITH DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT AND ANY OF THE FOLLOWING:

(1) THE INFRINGEMENT, ALLEGED INFRINGEMENT, OR ANY OTHER VIOLATION OR ALLEGED VIOLATION BY DEVELOPER OR ANY PRINCIPAL OF ANY PATENT, MARK OR COPYRIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES.

(2) THE VIOLATION, BREACH OR ASSERTED VIOLATION OR BREACH BY DEVELOPER OR ANY PRINCIPAL OF ANY CONTRACT, FEDERAL, STATE OR LOCAL LAW, REGULATION, RULING, STANDARD OR DIRECTIVE OR ANY INDUSTRY STANDARD.

(3) LIBEL, SLANDER OR ANY OTHER FORM OF DEFAMATION OF FRIDAY'S OR THE SYSTEM, BY DEVELOPER OR ANY PRINCIPAL.

(4) THE VIOLATION OR BREACH BY DEVELOPER OR ANY PRINCIPAL OF ANY WARRANTY, REPRESENTATION, AGREEMENT OR OBLIGATION IN THIS AGREEMENT.

(5) ACTS, ERRORS OR OMISSIONS OF DEVELOPER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, PARTNERS, AFFILIATES OR REPRESENTATIVES.

(6) THE ACTUAL OR ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER IN CONNECTION WITH THE DEVELOPMENT ACTIVITIES ENGAGED IN BY DEVELOPER, AS WELL AS ANY CLAIM ASSERTING NEGLIGENCE OR GROSS NEGLIGENCE AGAINST ANY INDEMNITEE IN CONNECTION WITH THE DEVELOPMENT ACTIVITIES.

B. Developer and each Principal agree to give Friday's immediate notice of any such Action.

C. Developer shall retain counsel, subject to consent and approval of Friday's, to defend Friday's in any suit in which any Indemnitee is named as a party, or against which a claim of any type has been asserted. In the event Developer does not acknowledge its obligation to defend and indemnify the Indemnitees, or fails to retain counsel to defend any Indemnitee, or if Friday's, in its sole and absolute discretion, determines that either counsel chosen by Developer is not adequately protecting the interests of any Indemnitee in such proceeding, or that separate counsel is necessary in any such proceeding for any reason, then Friday's shall at all times have the absolute right to retain counsel of its own choosing in connection with any Action concerning an Indemnitee the costs of which shall be indemnified by Developer hereunder. In the event Indemnitees settle any such Action, Developer shall be responsible for payment to Friday's of the full amount of the settlement, plus legal fees incurred, and knowingly waives any claim that such settlement was not reasonable in terms or amount.

D. Developer and each Principal shall indemnify the Indemnitees for all Losses and Expenses incurred in connection with the exercise and enforcement of rights under this Section 13.

E. In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, Friday's may, at any time and without notice, as it, in its judgment, exercised reasonably, deems appropriate, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the Action if, in Friday's sole judgment, there are reasonable grounds to believe that:

(1) any of the acts or circumstances enumerated in Section 13.A. above have occurred; or

(2) any act, error, or omission of Developer or any Principal may result directly or indirectly in damage, injury or harm to any Person or any property.

F. Friday's does not assume any liability whatsoever for acts, errors, or omissions of those with whom Developer or any Principal may contract, regardless of the purpose. Developer and each Principal shall hold harmless and indemnify and hold Indemnitees harmless from and against all Losses and Expenses which may arise out of any acts, errors or omissions of these third parties.

G. Under no circumstances shall Friday's be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim against Developer or any Principal.

H. Notwithstanding anything to the contrary contained in this Agreement, Developer is not required to indemnify Friday's with regard to any infringement, alleged infringement or other violation or alleged violation by Developer or any Principal of any patent, mark, or copyright or other proprietary right owned or controlled by a third party, arising in connection with the use of the Proprietary Marks and System franchised to Developer when used in the manner authorized and required by Friday's pursuant to this Agreement. In the event Developer is involved in such an action and no Event of Default has occurred and is continuing, Friday's agrees to indemnify Developer and each Principal in connection with the defense thereof, and to indemnify and hold Developer and each Principal harmless from any compensatory damages (excluding any exemplary, punitive or consequential damages, or damages relating to loss of reputation or goodwill); fines, penalties, charges and fees (including reasonable attorney's fees) incurred in connection with proceedings regarding the same. Developer shall give notice to Friday's of any such claim no later than fifteen (15) days after Developer becomes aware of same or is given notice thereof. This indemnity shall be inoperative to the extent that failure to have timely provided such notice to Friday's materially impairs Friday's ability to defend any such claim, in whole or in part, or to minimize the costs of this indemnity. Developer shall not be required to defend Friday's with regard to Developer's utilization pursuant to this Agreement of the Proprietary Marks and System provided such utilization is in strict compliance with this Agreement and the Standards.

14. NOTICES

All notices required or desired to be given under this Agreement shall be in writing and shall be sent by personal delivery, expedited delivery service or electronic mail to the applicable party's address listed in the Key Terms or such other addresses as designated by Friday's or Developer in writing pursuant to this Article. Notices shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if sent by personal delivery or internationally recognized courier, or (ii) at the time of acknowledged receipt (in writing or electronic confirmation of reading) if delivered by email. Notice to Developer shall constitute notice to the Principals.

15. FORCE MAJEURE

Neither Friday's nor Developer shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) compliance with any law, ruling, order, regulation, requirement, or instruction of any government or any department or agency thereof; or (2) acts or circumstances which are beyond such party's control including fire, storm, flood, earthquake, explosion or accident, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, failures or delays of transportation and strikes (each an event of "Force Majeure"), provided that (i) nothing herein shall excuse or permit any delay or failure to remit any Payment on the applicable date due; (ii) financial inability, insolvency, the inability to obtain financing, currency fluctuations, currency devaluations or inflation shall never be deemed an act of God or other cause beyond a party's control; (iii) no such cause shall excuse or permit any delay or failure to perform for more than one-hundred eighty (180) days, (iv) the non-performing party provides written notice to the other party of the Force Majeure event within three (3) days of the occurrence of such event; (v) the non-performing party is without fault and the delay or failure could not have been prevented by reasonable precautions by the non-performing party; (vi) such acts or circumstances cause a demonstrable, material and adverse impact on the non-performing party's business or obligations under this Agreement, and, (vii) if Developer is the non-performing party, the acts or circumstances cause a demonstrable, material and adverse impact on the Restaurant premises or the casual dining industry in the Territory. Any delay resulting from any of such causes shall extend performance accordingly, as may be reasonable (but not to exceed one-hundred eighty (180) days), so long as the non-performing party continues to use its best efforts to re-commence performance and mitigate the impact of its nonperformance. In the event that such causes or occurrences continue for a period in excess of one-hundred eighty (180) days, Friday's may terminate this Agreement, effective upon delivery of notice thereof to Developer.

16. SEVERABILITY

A. Should any term, covenant or provision hereof, or the application thereof, be determined by a valid, final, non-appealable order to be invalid or unenforceable, the remaining terms, covenants or provisions hereof shall continue in full force and effect without regard to the invalid or unenforceable provision. In such event, such term, covenant or provision shall be deemed modified to impose the maximum duty permitted by law and such term, covenant or provision shall be valid and enforceable in such modified form as if separately stated in and made a part of this Agreement. Notwithstanding the foregoing, if any term hereof is so determined to be invalid or unenforceable and such determination adversely affects, in Friday's reasonable judgment, Friday's ability to preserve its rights (if any) in, or the goodwill (if any) underlying, the Proprietary Marks, the System or the Confidential Information, Friday's may terminate this Agreement upon notice to Developer.

B. Captions in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof. All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Developer shall be deemed jointly and severally undertaken by all Principals on behalf of Developer.

17. INDEPENDENT CONTRACTOR

A. Developer is an independent contractor. Nothing herein shall create the relationship of principal and agent, legal representative, joint venturers, partners, employee and employer or master and servant between the parties. No fiduciary duty is owed by, or exists between, the parties. Developer agrees that it will do business and be identified as a Developer, but not an agent of, Friday's.

B. Nothing herein authorizes Developer or any Principal to make any contract, agreement, warranty or representation or to incur any debt or obligation in Friday's name.

C. Neither Developer nor any of Developer's employees whose compensation Developer pays may in any way, directly or indirectly, expressly or by implication, be construed to be Friday's employee for any purpose. Developer will be solely responsible for its employees and all employment related decisions, including, without limitation, decisions concerning wages and benefits, hiring and discharging, training and supervision and work schedules of employees. Except as expressly provided in this Agreement, Friday's will have no control or access to Developer's funds or their expenditure or in any other way exercise control over Developer's operations.

18. DUE DILIGENCE AND ASSUMPTION OF RISK

A. Developer and the Principal(s) (i) have conducted such due diligence and investigation as they desire; (ii) recognize that the business venture described herein involves risks; and (iii) acknowledge that the success of such business venture is dependent upon the abilities of Developer and the Principal(s). **FRIDAY'S EXPRESSLY DISCLAIMS THE MAKING OF, AND DEVELOPER AND THE PRINCIPAL(S) ACKNOWLEDGE THAT THEY HAVE NOT RECEIVED OR RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL PERFORMANCE OR VIABILITY OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.**

B. Developer and the Principal(s) have received, read and understand this Agreement, the documents referred to herein and the exhibits hereto. Developer and the Principal(s) have had ample time and opportunity to consult with their advisors concerning the potential benefits and risks of entering into this Agreement.

19. MISCELLANEOUS

A. Time is of the essence with respect to this Agreement.

B. Friday's shall not be considered to be engaged in or doing business in the Territory or any political subdivision thereof by virtue of being a party to this Agreement.

C. There are no third party beneficiaries to this Agreement. Friday's is the only company obligated to Developer under this Agreement. Developer may not look to Friday's or any other Affiliate of Friday's, or related companies, other business entities or individuals for performance of this Agreement.

D. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile, electronic mail transmission, or widely-accepted electronic signature format (e.g., DocuSign or AdobeSign).

E. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural.

F. Intentionally Omitted.

G. This Agreement is not a franchise agreement and does not grant Developer or any Principal any rights in or to the (i) System (except as expressly provided herein); or (ii) Proprietary Marks. Friday's retains exclusive rights to the use of the Proprietary Marks in connection with any internet domain name, e-mail address, URL or metatag, or in connection with any internet home page, web site, or other internet-related activity. Developer may not make use of, or allow to be used or displayed, any recognizable part of the Proprietary Marks, or word or thing similar to thereto (*e.g.*, "TGI Fridays," "Friday's," "tgifridays" or "fridays") in connection with any internet-related activity (including registration of an internet domain name) without Friday's express prior written consent, and then only in the manner and in accordance with the procedures, standards and specifications that Friday's establishes. Developer will acquire a limited, non-exclusive license to use the Proprietary Marks and System only pursuant to, and to the extent that these rights are granted by, Franchise Agreements executed by Developer and Friday's pursuant to this Agreement

H. Developer shall not use the words "Friday's," "TGIF" or "the American Bistro," or any part thereof, as part of its corporate or other name.

I. Friday's has the right, in its sole discretion, to waive, defer, or permit variations from the standards of the System or any applicable agreement to any developer, franchisee, prospective developer, or prospective franchisee based on the peculiarities of a particular site, existing building configuration or circumstance, density of population, business potential, trade area population or any other condition or circumstance. Friday's has the right, in its sole discretion, to deny any such request Friday's believes would not be in the best interests of the System.

20. ENTIRE AGREEMENT

This Agreement and the exhibits hereto constitute the entire agreement between Friday's, Developer and the Principals concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. No further franchise rights or offer of franchise rights have been promised to Developer and no such franchise rights or offer of franchise rights shall come into existence, except by means of a separate writing, executed by one of Friday's officers or such other entity granting the franchise rights and specifically identified as a modification of this Agreement. **THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESS OR IMPLIED, BETWEEN THE PARTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.** Except in accordance with the Franchise Disclosure Document, Developer has not received from Friday's or its affiliates or anyone acting on their behalf, any representation of Developer's potential sales, expenses, income, profit or loss. Nothing in this or any related agreement is intended to disclaim the representations Friday's made in any Franchise Disclosure Document Friday's furnished to Developer. Except those permitted to be made unilaterally by Friday's, any amendments or modifications of this Agreement shall be in writing and executed by Developer and Friday's.

21. PRINCIPAL'S UNDERTAKINGS.

Each Principal acknowledges, covenants and represents as follows:

(1) Each is a "Principal" as described in this Development Agreement, has read the terms and conditions of this Agreement, and acknowledges that Friday's would not have granted the rights contained in the Agreement without the undersigned Principal(s) being party to, and obligated to Friday's as set forth in, this Agreement.

(2) Each is the owner of and has the right to vote the percentage of the Equity Interests of Developer set forth opposite its name in the Key Terms, or has derived and expects to derive financial or other benefit, directly or indirectly, from this Agreement and the transactions described herein.

(3) Each individually, jointly, and severally, makes all of the covenants, representations, warranties and agreements of Principals set forth in this Agreement (including, without limitation, the covenants and agreements concerning the transfer and maintenance of Confidential Information) and is obligated to perform hereunder.

(4) Each individually, jointly and severally, unconditionally, and irrevocably guarantees to Friday's and its successors and assigns that all of Developer's obligations under this Agreement will be punctually paid and performed. Upon default by Developer or upon notice from Friday's, each will immediately make each payment and perform each obligation required of Developer under this Agreement.

(5) Friday's may pursue its rights against any of the Principals without first exhausting its remedies against Developer and without joining any other Principal and no delay on the part of Friday's in the exercise of any right or remedy will operate as a waiver of the right or remedy, and no single or partial exercise by Friday's of any right or remedy will preclude the further exercise of that or any other right or remedy.

(6) Each consents to and shall be bound by any amendment of the Development Agreement made by Friday's and Developer pursuant to the terms hereof.

[SIGNATURE PAGE FOLLOWS.]

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

Friday's:	Developer:
TGI FRIDAYS FRANCHISOR, LLC By: Sugarloaf Management, LLC, its manager	[__________________]
	By: ___________________________
By: ___________________________	Name: _________________________
Name: _________________________	Title: ___________________________
Title: ___________________________	

PRINCIPALS:

[__________________]	[__________________]
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: ___________________________	Title: ___________________________
Date: __________________________	Date: __________________________

____
________________________, in his/her individual capacity

Date: __________________________

EXHIBIT A TO DEVELOPMENT AGREEMENT

[FRANCHISE AGREEMENT - TO BE INSERTED; SEE EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT FOR FORM OF FRANCHISE AGREEMENT]

<u>EXHIBIT B TO DEVELOPMENT AGREEMENT</u>

COVENANT AND AGREEMENT FOR CONFIDENTIALITY

This COVENANT AND AGREEMENT FOR CONFIDENTIALITY ("**Agreement**") is made by **[PRINCIPAL'S NAME]** ("**Principal**") and TGI FRIDAYS FRANCHISOR, LLC ("**Friday's**"), a limited liability company organized under the laws of the State of Delaware, United States of America, in connection with that certain Development Agreement dated **[Dev Agmt Date]** (the "Development Agreement"), by and between Friday's and **[Developer Name]** ("Developer").

WHEREAS, Friday's and Developer have entered into the Development Agreement, and are anticipated to enter into a number of stand alone franchise agreements pursuant thereto (each, a "Franchise Agreement" and sometimes referred to collectively with the Development Agreement as the "Agreements"); and

WHEREAS, the Confidential Information (as defined in Section 1.02 of the Development Agreement) is not generally known to, and is not legally available to, third parties, and such confidentiality provides economic advantages to Friday's; and

WHEREAS, Friday's has taken and intends to take all steps necessary to maintain the confidentiality of the Confidential Information; and

WHEREAS, Principal will receive, and desires to receive, the Confidential Information in his capacity as a Principal of Developer and in connection with the Agreements; and

WHEREAS, this Agreement is executed and delivered pursuant to Section 6.B. of the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, Principal and Friday's agree as follows:

1. Friday's or Developer may disclose to Principal certain Confidential Information which may be utilized by Principal solely (a) in **[his/her/its]** capacity as a Principal of Developer and (b) in connection with Developer's performance of its duties and obligations pursuant to the Development Agreement. No other use or disclosure of any of the Confidential Information shall be made by Principal. Principal acknowledges and agrees that Friday's is the exclusive owner of the Confidential Information, the System and the Proprietary Marks. Principal shall not, directly or indirectly, contest or impair Friday's ownership of, or interest in, the Confidential Information, the System or the Proprietary Marks.

2. Principal shall receive the Confidential Information in strict confidence. The Confidential Information may be utilized by Principal only (a) so long as Principal remains a Principal of Developer and (b) during the Term. The Confidential Information shall not be used in any manner that is adverse or detrimental to, or competitive with, Friday's or Developer. Except as permitted pursuant to the Development Agreement or this Agreement, the Confidential Information shall not, without the prior written consent of Friday's, be (x) copied, (y) compiled (in total or in part) with other information, or (z) disclosed to any third party.

3. Principal shall not communicate, disclose or use the Confidential Information, or any part thereof, except as (a) permitted herein or (b) required by law. The Confidential Information may be disclosed to Principal's agents, representatives and employees who need to know the Confidential

Information for the sole purpose of providing services to Principal in **[his/her/its]** capacity as a Principal of Developer. Each of such agents, representatives and employees shall have been advised by Principal, prior to disclosure of any Confidential Information, of the confidential and proprietary nature of the Confidential Information and each shall have agreed to be bound by the terms and conditions of this Agreement. Notwithstanding such agreement, Principal shall indemnify and hold the Indemnitees harmless from and against any Losses and Expenses resulting from any disclosure or use of the Confidential Information, or any part thereof, by such agents, representatives or employees contrary to the terms hereof.

4. Immediately upon Friday's request or upon any termination of the Term of the Development Agreement or Franchise Agreement, Principal shall return to Friday's the Confidential Information (and any copies thereof), including that portion of the Confidential Information which consists of analyses, compilations, studies or other documents containing or referring to any part of the Confidential Information, prepared by Principal, its agents, representatives or employees.

5. Each of the representations, warranties, covenants, acknowledgments and agreements of Principal, and the rights and remedies of Friday's in connection therewith, contained in the Agreements, including, without limitation, those contained in Sections 6, 7.B, 7.C, 7.D, 8.B, 8.C, 10.C, 10.J, 13, 18, and 21 of the Development Agreement, and Sections 8, 9.02, 14.01, 15.02, 16.02, 21, and 29 of the Franchise Agreement are incorporated in this Agreement by reference as if fully set forth herein.

6. Friday's may, in addition to pursuing any other remedies, specifically enforce such obligations, covenants and agreements or obtain injunctive or other equitable relief in connection with the violation or anticipated violation of such obligations, covenants and agreements without the necessity of showing (i) actual or threatened harm; (ii) the inadequacy of damages as a remedy; or (iii) likelihood of success on the merits, and without being required to furnish bond or other security. Nothing in this Agreement or the Agreements shall impair Friday's right to obtain equitable relief for any violation of the provisions of this Agreement.

7. Should any term, covenant or provision hereof, or the application thereof, be determined by a valid, final non-appealable order to be invalid or unenforceable, the remaining terms, covenants or provisions hereof shall continue in full force and effect without regard to the invalid or unenforceable provision. In such event such term, covenant or provision shall be deemed modified to impose the maximum duty permitted by law and such term, covenant or provision shall be valid and enforceable in such modified form as if separately stated in and made a part of this Agreement.

8. Any of Principal's agreements, obligations or covenants which contemplate performance thereof after the termination or expiration of this Agreement shall survive such termination or expiration.

9. Principal acknowledges and warrants that **[he/she/it]** has derived and expects to derive financial or other advantage and benefit, directly or indirectly, from the Development Agreement, this Agreement and the provision of the Confidential Information to Developer and Principal.

10. The internal laws of the State of Texas (without giving effect to any choice or conflict of law provision or rule of the State of Texas or any other jurisdiction that would cause the application of laws of any other jurisdiction) shall govern all matters arising out of or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom. In connection with Friday's enforcement of its rights and remedies hereunder, Principal hereby irrevocably consents to personal jurisdiction in any court of competent jurisdiction in which Friday's may elect to bring an Action pursuant to the provisions of this Agreement (including, without limitation, the state and federal courts located in Dallas County, Texas, U.S.A.) and Principal hereby irrevocably

waives, to the fullest extent permitted by law, any objection to venue in any such court (including, without limitation, the state and federal courts located in Dallas County, Texas, U.S.A.).

11. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Development Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates indicated below.

___________________________	___________________________
By: _____________________________	By: _____________________________
Name: ___________________________	Name: ___________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________
WITNESS: _______________________	
Name: ___________________________	
Date: _____________________________	

EXHIBIT B

FRANCHISE AGREEMENT

U.S. FRANCHISE AGREEMENT

TGI FRIDAYS RESTAURANT

[STORE #, STORE NAME]

KEY TERMS

Effective Date: _______

Friday's:	**Franchisee**:
TGI Fridays Franchisor, LLC, a Delaware limited liability company	____________________________________
Friday's Address: 19111 Dallas Parkway, Suite 165 Dallas, Texas USA 75287 Attn: General Counsel Phone: _____________________ Email: legalnotices@fridays.com	**Franchisee's Address**: _____________________________________ _____________________________________ Attn: ________________________________ Phone:______________________ Email:______________________

Development Agreement: That certain Development Agreement dated _______________, between Friday's and Developer, relating to the development of TGI Fridays restaurants in _____________.

Developer: _______________________________

Site: ______________________________

Franchise Fee: U.S.$________________

☐ No applicable Pre-Paid Franchise Fee

☐ Franchise Fee reflects credit of Pre-Paid Franchise Fee of U.S.$ __________________

Renewal Fee: For each of the First Renewal Term and Second Renewal Term, 50% of the franchise fee then being charged by Friday's for new franchise restaurants in the country in which the Restaurant is located.

Royalty Fee: A continuing monthly fee in U.S. dollars equal to ____% of Gross Sales at the Restaurant.

Treatment of Taxes Applicable to Payments to Friday's: Tax liability for Payments pursuant to this Agreement shall be the responsibility of Franchisee. All Payments shall be made free and clear of any withholding for or on account of any present or future income, stamp, sales, value added, withholding or similar tax or fee imposed by any governmental authority other than the United States of America ("**Taxes**").

Term: The Initial Term and, if properly and effectively exercised according to the terms of this Agreement, the first and second Renewal Terms.

a. **Initial Term**: Unless sooner terminated in accordance with this Agreement, the time period commencing on the Effective Date and continuing until the 10^{th} anniversary of the Effective Date.

b. **First Renewal Term**: The time period commencing upon expiration of the Initial Term and continuing for 5 years.

c. **Second Renewal Term**: period commencing upon expiration of the First Renewal Term and continuing for five (5) years.

Franchisee's Representative (referred to in Section 4.01):	**Director of Operations (referred to in Section 4.01)**:	**Project Manager (referred to in Section 4.01)**:

Principal(s): Below is a list of the designated "**Principals**" and a corresponding description of their interest in Franchisee and/or their beneficial interest in the performance of this Agreement.

Name	**Percentage/Nature of Interest**

Franchisee Ownership: Below is a list of each Persons holding an Equity Interests in the Franchisee, and the corresponding percentage of Equity Interests of Franchisee held by such Person.

Name	**%**	**Name**	**%**

TABLE OF CONTENTS

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date by and among Friday's, Franchisee, and the Principals (each as set forth on the Key Terms).

RECITALS

WHEREAS, Friday's has developed TGI Fridays restaurants in the United States and other countries and owns the System, and intends to identify the System with the Proprietary Marks;

WHEREAS, Friday's continues to develop, use and control the use of the Proprietary Marks to identify the source of services and products marketed under the System and to represent the System's high standards;

WHEREAS, Franchisee wishes to obtain certain rights to use the System in connection with the operation of the Restaurant and to receive training and other assistance provided by Friday's in connection therewith as described herein; and

WHEREAS, each of the Principals expects to derive financial or other benefit, directly or indirectly, from this Agreement and the transactions described herein.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments set forth herein, agree as follows:

1. DEFINITIONS

1.01 Key Terms. The pages of this Agreement appearing before the Table of Contents that summarize certain key terms of the Agreement. The Key Terms are incorporated into this Agreement by reference as if fully set forth herein. Capitalized terms used but not defined in the body of this Agreement shall have the meanings ascribed to them in the Key Terms.

1.02 Definitions. As used in this Agreement the following words and phrases shall have the meanings attributed to them in this Section:

AAA - as defined in Section 20.01.

Accounts – one or more accounts designated by Friday's to receive Payments.

Accounting Month – a monthly accounting period designated by Friday's in accordance with the then-current System accounting requirements, which may be modified by Friday's from time to time.

Action – any cause of action, suit, mediation, arbitration, hearing, proceeding, claim, demand, investigation or inquiry (whether a formal proceeding or otherwise).

Affiliate – any Person that directly or indirectly controls, is controlled by or is under common control with Friday's, and any current or future manager of Friday's (Sugarloaf Management, LLC as of the Effective Date). For purposes of this definition, "control" means the power, directly or indirectly, to direct or cause the direction of the management and polices of a Person, whether through ownership of voting securities, by contract or otherwise.

Claim – as defined in Section 20.01.

Competing Business – an American-themed or American-based restaurant business offering the same or similar products and services as offered by restaurants in the System, including, without limitation, waiter/waitress service, sit-down dining and bar services. Examples of Competing Businesses include, without limitation, Texas Roadhouse, Chili's, and Applebee's.

Confidential Information – the terms of the Development Agreement and Franchise Agreement and any amendments thereto, the System, the Manuals, other manuals of Friday's, the Standards, written directives and all drawings, equipment, recipes, proprietary ingredients, sauces, mixes, formulas, computer and point of sale programs (and output from such programs) and suggested pricing and sales data of Friday's; and all other information, specifications, processes, know-how, techniques, methods, procedures, materials and data imparted or made available by Friday's which is (i) designated as confidential, (ii) known by Franchisee to be considered confidential by Friday's or (iii) by its nature inherently or reasonably considered confidential or (iv) otherwise not generally known to Friday's competitors.

Equity Interest – a direct or indirect ownership or beneficial interest in the capital stock of, partnership or membership interest in, or other equity, ownership or beneficial interest (including the right to vote) in a Person, including such interests issued or created subsequent to the date of this Agreement.

Event of Default – as defined in Section 18.01.

Furnishings – all distinctive decorative items, furnishings, fixtures, signs, exterior and interior décor items, equipment, advertising materials, inventory and other assets used in connection with Restaurant operations.

Gross Sales – the total of the entire amount of the actual sales price, whether for cash, credit, check or other consideration and regardless of collection, of all sales of food, beverages, merchandise, promotional items and services (including service charges added to a customer's bill) at or from the Restaurant, including, but not limited to, the following: (a) revenues from dine-in, carry-out, delivery, banquets, catering or otherwise; (b) electronic, internet, mail, facsimile or telephone orders received or filled from the Restaurant; (c) commissions on telephone, video, game machine and vending machine revenues; (d) commissions on lotteries or legal games of chance (except to the extent prohibited by applicable law); (e) cover charges and entertainment fees; (f) stored value gift cards and gift certificates (when purchased, but not when redeemed); (g) all deposits not refunded to purchasers; (h) payments to Franchisee by any manufacturer, vendor, distributor or concessionaire, franchisee or Person other than bona fide rebates and volume discounts; and (i) promotional or other allowances to customers in an amount equal to the retail price therefor, to the extent that such amount for promotional allowances exceeds 2.5%, or such higher percentage as permitted by Friday's, of Gross Sales calculated without inclusion of such amount (promotional allowances provided in exchange for goods or services shall be included in Gross Sales without exclusion).

Each charge or sale upon installment or credit shall be treated as a sale for the full price in the Accounting Month during which such charge or sale is made. There shall be deducted from "Gross Sales" to the extent previously included therein: (1) the amount of any bona fide cash or credit refunds made upon any sale where the food, beverages, merchandise or services sold is returned by the customer and accepted by Franchisee; (2) sales tax or other taxes required to be separately accounted for and collected by Franchisee directly from Franchisee's customers and paid by Franchisee to a taxing authority; and (3) shift meals served to employees while the employees are on duty.

Travel Expenses– costs and expenses incurred by or assessed with respect to Friday's (or other described Person's) employees, agents or representatives in connection with travel to or within, or activities in, the geographic area in which the Restaurant is or may be located pursuant to this Agreement, including, without limitation, fees relating to restaurant or facilities inspections and testing, hotel/lodging, transportation and meals.

Indemnitees – Friday's, its Affiliates, successors and assigns and the respective directors, officers, employees, agents, shareholders, parent, and Affiliates of each.

Lessor – the party owning or controlling the Site and being a party (with Franchisee) to the Occupancy Contract.

Losses and Expenses – compensatory, exemplary, punitive or consequential damages (including, without limitation for loss of reputation or goodwill, and any other losses of a similar nature) fines, penalties, charges and fees (including reasonable attorney's, experts', accounting and consultant fees); costs and commissions due a collection agency; interest, court costs, settlement or judgment amounts and other similar amounts incurred or suffered in connection with any Action; and any other liabilities, costs, and other similar amounts incurred, charged against or suffered by the Indemnitees in connection with any Actions. If Friday's utilizes legal counsel (including inhouse counsel employed by Friday's; provided, however, that Friday's has no obligation to utilize inhouse counsel whatsoever and may entirely utilize outside counsel, as it determines in its sole discretion) in connection with any failure by Franchisee to comply with this Agreement, Franchisee shall reimburse Friday's for any of the above-listed costs and expenses incurred by Friday's

Manuals – all of Friday's confidential development and operating manuals, whether presented to Franchisee by Friday's or maintained on a secure website to which Friday's has granted Franchisee access or otherwise made available to Franchisee in any other medium, as the same may be revised or supplemented from time to time by Friday's, which contain the Standards (as defined below) for the development, operation or marketing of the Restaurant in accordance with the System. "Manuals" does not refer to Friday's Security Manual or any manual(s) concerning Friday's alcohol awareness programs, each of which are provided to Franchisee but which may be adopted at the discretion of Franchisee. Franchisee shall solely be responsible for development of its alcohol awareness program and security policies, and Friday's does not intend to exercise control over such areas of Franchisee's operations.

Multi-Unit Manager(s) – the individual(s) designated as described in Section 4.01.D, who shall be solely dedicated to the management and supervision of the Restaurant and certain other TGI Fridays restaurants operated by Franchisee.

NSO-Team – a "new store opening team" consisting of employees of Friday's or its Affiliates and certain of Franchisee's employees to whom Friday's has consented, which shall perform the functions described in Section 4.03.

Occupancy Contract – the agreement pursuant to which Franchisee shall occupy the Site, if the Site will not be owned by Franchisee.

Other Concepts – retail, wholesale, restaurant, bar, tavern, take-out or any other type of business involving the production, distribution or sale of food products, beverages, services, merchandise or other items in connection with the use of one, some or all of the Proprietary Marks or other names or marks, but utilizing a system other than the System pursuant to which a TGI Fridays restaurant is operated.

Payments – all transfers of funds from Franchisee to Friday's or its designee contemplated by this Agreement, including, without limitation, the Franchise Fee, the Royalty Fee, the NSO-Team Support Costs and reimbursement of expenses.

Person – any natural person (and the heirs, executors, administrators or other legal representatives of a natural person), corporation, limited liability company, trust, joint venture association, partnership, firm, unincorporated organization, governmental authority or other legal entity.

Pre-Paid Franchise Fee – a fee in United States dollars paid to Friday's or its designee pursuant to the Development Agreement which will be credited toward the Franchise Fee as described in the Development Agreement.

Proprietary Marks – certain trademarks, trade names, service marks, emblems and indicia of origin designated by Friday's from time to time in connection with the operation of TGI Fridays restaurants.

Restaurant – the TGI Fridays restaurant to be developed and operated at the Site pursuant to this Agreement.

Standards – the standards, instructions, requirements, methods, specifications, policies and procedures of the System as specified by Friday's in the Manuals or otherwise in writing, including, without limitation, (i) architectural, design, construction, building materials and decorative standards, (ii) equipment and maintenance standards, (iii) product sourcing specifications, (iv) menu requirements, food and beverage recipes, and presentation standards, (v) food storage, preparation and holding standards, (vi) management and staffing requirements, (vii) uniform and employee hygiene standards, (viii) guest service standards and employee training requirements, and (ix) accounting and reporting policies, periods and procedures, as modified or updated from time to time by Friday's in its discretion.

System – a unique, proprietary system developed and owned by Friday's (which may be modified, improved or further developed from time to time by Friday's) for the establishment, development and operation of corporate owned and franchised TGI Fridays restaurants, including, without limitation, the Proprietary Marks, the Standards, the Manuals, distinctive exterior and interior design, decor, color scheme and furnishings; food and beverage recipes and preparation techniques; distinctive uniform design; procedures with respect to operations, inventory control, management control; procedures for sanitation and maintenance; accounting procedures, periods and policies; computer and point of sale programs; training and assistance; and advertising and promotional programs.

Technology Systems – all computer systems, network equipment, and other computer hardware and software owned or used by Franchisee or its Affiliates in support of the Restaurant or the System, including systems developed by Friday's as part of the System as may be updated or modified from time to time by Friday's.

Trademark Action – an Action alleging infringement or "passing-off" brought or made against Franchisee or any Principal in connection with Franchisee's use (as directed by Friday's) of any Proprietary Mark pursuant to this Agreement.

Trademark Damages – all fines, expenses, reasonable attorneys' fees, court costs, settlement amounts, judgments, reasonable costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and all expenses of recall, refunds, public notices and other such amounts incurred by Franchisee and directly and proximately attributable to a Trademark Action; provided, however, that Trademark Damages shall not include compensatory, consequential, exemplary or punitive damages, lost sales or profits, damage to goodwill or reputation, costs or damages resulting from delay or other costs, expenses or damages not directly or proximately attributable to the Trademark Action.

Transfer – the sale, assignment, conveyance, pledge, mortgage or other encumbrance, whether direct or indirect, of (i) this Agreement or the Development Agreement; (ii) any or all rights or obligations of Franchisee herein; or (iii) any Equity Interest in Franchisee or its Principals, including the issuance of any new Equity Interests in Franchisee or any Principal.

2. EXCLUSIVE RIGHTS; TERM

2.01 A. Friday's grants to Franchisee the right, and Franchisee accepts the obligation, subject to the terms and conditions herein, to develop and operate the Restaurant pursuant to the System at the Site and to use, solely in connection therewith, the Proprietary Marks. Franchisee's Site must be approved by Friday's prior to the execution of this Agreement.

B. Franchisee may be required to participate in Friday's delivery and/or takeout programs, in which case Franchisee must make accommodations for delivery and/or takeout programs in compliance with Friday's standards and procedures set forth in the Manuals or otherwise in writing. Should Friday's require Franchisee to participate in a delivery program, Franchisee will not be guaranteed a particular or exclusive delivery territory, and, should Friday's designate a territory, it may only be on a non-exclusive basis. Franchisee may request approval from Friday's to participate in any catering program permitted by Friday's and provide the catering services designated by Friday's from the Restaurant subject to Franchisee's obligation to comply with Friday's procedures and menu requirements, purchase all supplies, products and ingredients through Friday's approved and designated suppliers and otherwise follow the Manuals with respect to the catering services, which may, among other requirements, limit Franchisee to a specified geographical area for catering

C. This Agreement does not give Franchisee any exclusive rights to use the System or the Proprietary Marks in any geographic area. Nothing in this Agreement prohibits Friday's from, among other things: (1) operating or licensing others to operate at any location, during or after the Term (as defined in "Key Terms"), any delivery or mobile kitchen or any type of restaurant other than Fridays Restaurants; (2) operating or licensing others to operate, during the Term, Fridays Restaurants at any location other than the Site; (3) operating or licensing others to operate, after this Agreement terminates or expires, Fridays Restaurants at any location, including the Site; (4) merchandising and distributing goods and services identified by some or all of the Proprietary Marks through any other method or channel of distribution; and (5) purchasing, being purchased by, merging with or combining with businesses that directly or indirectly compete with Fridays Restaurants. Friday's reserves to itself and its affiliates all rights to use and license the System and the Proprietary Marks other than those expressly granted under this Agreement.

2.02 Unless sooner terminated as provided herein, this Agreement shall continue until the expiration of the Term.

2.03 If no Event of Default has occurred and no Event of Default is imminent, Franchisee may renew this Agreement for the First Renewal Term and subsequently for the Second Renewal Term, subject to the satisfaction of the following conditions:

A. Franchisee shall give notice of such extension not less than 6 months nor more than 12 months prior to the end of the Initial Term or First Renewal Term, as applicable;

B. Franchisee shall repair or replace to Friday's satisfaction Restaurant Furnishings and shall offer such products and services such that the Restaurant appearance and operations reflect the then current Standards and image of the System as determined by Friday's;

C. Franchisee and each Principal shall execute and deliver a general release of any and all Claims against the Indemnitees, including, without limitation, claims arising under this Agreement and applicable laws, rules, and ordinances, in a form acceptable to Friday's;

D. Franchisee shall comply with Friday's current qualification and training requirements to the satisfaction of Friday's; and

E. Franchisee must pay the Renewal Fee.

3. FEES AND PAYMENTS

3.01 A. Upon execution of this Agreement, Franchisee shall pay the Franchise Fee, which amount payable shall take into account any applicable Pre-Paid Franchise Fee. Franchisee acknowledges and agrees that the Franchise Fee is fully earned by Friday's when paid and is not refundable.

B. Franchisee shall pay the Royalty Fee on or before the 15th day of each month with respect to Gross Sales at the Restaurant in the preceding Accounting Month. If, due to federal, state or local laws, Friday's is prohibited from receiving a percentage royalty based on alcoholic beverage sales, gambling device revenues or other similar percentage payouts, Franchisee shall pay Friday's a Royalty Fee on all Gross Sales except these alcoholic beverage sales, gambling device and/or other revenues in the same dollar amount as would have been paid if Franchisee paid the specified Royalty Fee percentage on all Gross Sales. If any taxes, fees or assessments are imposed on Friday's by reason of its acting as franchisor or licensing the Proprietary Marks under this Agreement, Franchisee shall reimburse Friday's for the amount of those taxes, fees or assessments within 30 days after receipt of an invoice from Friday's.

C. Franchisee acknowledges and agrees that (i) the Franchise Fee reflects, in part, certain expenses incurred or to be incurred by Friday's and its designees in providing services hereunder and is in consideration of, in part, the grant to Franchisee herein of the right to develop and operate the Restaurant at the Site under the System; and (ii) the Royalty Fee is in consideration of, in part, certain expenses to be incurred by Friday's and its designees in providing on-going services hereunder and the continued right to operate the Restaurant at the Site under the System.

3.02 A. All Payments shall be made in United States dollars by deposit in the applicable Account designated by Friday's in immediately available funds.

B. Within seven days after the end of each fiscal period (which for purposes of this Agreement, may be a month, a week, or other accounting period as defined and prescribed by Friday's from time to time in the Manuals), Franchisee shall: (a) report to Friday's the amount of Gross Sales from the Restaurant and showing itemized deductions and exclusions from Gross Sales for the Restaurant during the preceding fiscal period, provide such other information as Friday's may require and; (b) pay Friday's (by check, electronic funds transfer or such other form or method as Friday's may designate) the Royalty Fee and advertising contributions applicable to the Gross Sales. The Gross Sales remittance reports shall be in writing or such other form or method as Friday's may designate including transmittal by direct internet connection with Friday's, polling by Friday's of Franchisee's Computer System (as defined hereinafter), facsimile transmission, telephone, electronic data communications, or any other method that Friday's may reasonably direct. Franchisee also shall submit an annual accounting of Gross Sales to Friday's within 30 days after the end of each accounting year.

C. Upon receipt of written notice from Friday's, Franchisee must pay the Royalty Fees, advertising contributions and all amounts owed to Friday's under this Agreement, including interest charges, by electronic funds transfer. In connection with payment of these fees by electronic funds transfer, Friday's may designate a day for payment ("**Due Date**") different than that provided in Section 3.01(B) above. On each Due Date, Friday's will transfer from the Restaurant's commercial bank operating account ("**Account**") the amount reported to Friday's in Franchisee's remittance report or determined by Friday's based on the records contained in Franchisee's Computer System. If Franchisee has not reported Gross Sales to Friday's for any fiscal period, Friday's will transfer from the Account an amount calculated in accordance with its estimate of the Gross Sales during the fiscal period. If, at any time, Friday's determines that Franchisee has underreported the Gross Sales of the Restaurant, or underpaid the Royalty Fees, advertising contributions or other amounts due to Friday's or its Manager under this Agreement or any other agreement, Friday's or its designee shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after Friday's and Franchisee determine that such credit is due.

D. In connection with payment of amounts owed by electronic funds transfer, Franchisee shall: (a) comply with procedures specified by Friday's in the Manuals or otherwise in writing; (b) perform those acts and sign and deliver those documents (including the ACH Authorization form as such form may change from time to time attached as Exhibit C) as may be necessary to accomplish payment by electronic funds transfer; (c) designate the Account and furnish to Friday's an authorization in the form designated by Friday's to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fees, advertising contributions and other amounts payable under this Agreement, including any interest charges; and (d) make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof. Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement pursuant to Section 18.01(i).

E. Notwithstanding the provisions of this Section 3.02.E, Friday's reserves the right to modify, at its option, the method by which Franchisee pays the Royalty Fees, advertising contributions and other amounts owed under this Agreement, including interest charges, upon Franchisee's receipt of written notice from Friday's.

F. Any payment or report not actually received by Friday's on or before the date due shall be deemed as late. To compensate Friday's for the increased administrative expense of handling late payments and reports, Franchisee shall pay a $500 late fee to Friday's for each delinquent payment or report, due upon making the delinquent payment or submitting the delinquent report. In addition to paying the late charge, delinquent payments shall bear interest from the due date until deposited at a rate of 18% per annum or the maximum rate permitted by law, whichever is less.

G. Franchisee agrees to pay to Friday's on demand any and all Loses and Expenses incurred by Friday's in enforcing the terms of this Agreement.

H. If Franchisee has not timely reported Gross Sales to Friday's for any fiscal period (as defined by Friday's from time to time), Friday's may require payment of the Royalty Fee based upon a reasonable estimate of the Gross Sales during such fiscal period.

3.03 Franchisee also shall spend and/or contribute for advertising. The exact amount to be spent and/or contributed by Franchisee for advertising and promotional activities, and the allocation of the advertising contributions and expenditures, as of the Effective Date, is set forth in Section 11 and Exhibit B as such may change from time to time in accordance with Section 11.

3.04 The Franchisee shall not withhold or offset any portion of any Payment due to Friday's alleged non-performance hereunder or due to the application of any Taxes.

3.05 Except as otherwise expressly stated herein or agreed in advance, Franchisee will reimburse Friday's (or its designee's) Travel Expenses incurred in the performance of all operations, training, development, brand protection and marketing support functions.

3.06 Franchisee shall also pay Friday's such additional technical services and support fees as set forth on Exhibit E in the manner and frequency as set forth on Exhibit E.

3.07 Friday's may at any time, upon notice to Franchisee, direct that certain fees or amounts due under this Agreement be paid directly to Friday's then-current manager (Sugarloaf Management, LLC as of the Effective Date). Franchisee will immediately comply with such payment direction, including any change in such payment designation, upon receipt of such notice.

3.08 Notwithstanding the provisions of this Article 3, Friday's reserves the right to modify the System requirements regarding sales and fee reporting, accounting and payment instructions, upon Franchisee's receipt of written notice from Friday's.

3.09 Friday's has the right to make inflation adjustments to the fixed-dollar amounts under this Agreement if there are changes in the Consumer Price Index published by the U.S. Bureau of Labor Statistics ("**BLS**") or, if the BLS no longer publishes the Index, then another reasonable alternative measure of inflation designated by Friday's.

4. REPRESENTATIVE; DIRECTOR OF OPERATIONS; MANAGERS; TRAINING

4.01 A. The Representative designated in the Key Terms is authorized to act on behalf of, and bind, Franchisee with respect to this Agreement. Each Representative shall attend and successfully complete Friday's "Owner's Orientation Program".

B. The Director of Operations designated in the Key Terms shall devote their full time and best efforts to the management and supervision of (i) Franchisee's duties and obligations hereunder; and (ii) the operation of (a) the Restaurant and (b) all TGI Fridays restaurants developed by Franchisee and/or its Affiliates. Each Director of Operations shall attend and successfully complete, within 6 months of appointment, Friday's training program required for general managers.

C. Franchisee represents and warrants that the Project Manager for the design and construction of the Restaurant has attended and successfully completed Friday's construction training program, or that Friday's has expressly waived such requirement for purposes of this Agreement. The Project Manager shall ensure that (i) materials satisfying the Standards are utilized in construction; (ii) such materials are purchased from approved suppliers; and (iii) construction plans are implemented in accordance with the Standards.

D. When a franchise agreement for the third TGI Fridays restaurant to be developed within the Territory is executed, Franchisee shall designate the Multi-Unit Manager. Additional Multi-Unit

Managers shall be designated from time to time as reasonably required by Friday's. Prior to assuming their duties, each Multi-Unit Manager shall have successfully completed training as a general manager and Friday's training program for Multi-Unit Managers.

E. Any replacement Representative, Director of Operations, Project Manager, or Multi-Unit Manager shall be designated within 10 days of the prior employee's resignation or termination. The aforementioned designated individuals shall be the same as the individuals designated under the Development Agreement.

F. Franchisee shall be ultimately responsible for all hiring decisions and be solely obligated for all labor claims made by any of its employees against Franchisee or Friday's. Friday's reserves the right to interview any Director of Operations, Multi-Unit Manager, Project Manager and Restaurant managers solely to determine whether such individuals meet then-current System Standards criteria for such positions. Friday's shall endeavor to conduct such interviews at the Restaurant, but may require that such interviews occur at Friday's corporate headquarters. Franchisee shall bear all costs and expenses related to making these individuals available for such interviews. At no time will Franchisee or Franchisee's employees be deemed to be employees of Friday's. Friday's has no right or obligation to direct Franchisee's employees or to operate the Restaurant.

G. Each Restaurant manager (general manager, assistant general manager, kitchen manager and other managers) shall attend and successfully complete Friday's training program for managers of TGI Fridays restaurants. Subsequent managers (except general managers) may be trained in training restaurants to which Friday's has consented. Any previously trained manager who is to become a general manager shall attend and successfully complete Friday's training program required for general managers of TGI Fridays restaurants. Friday's will authorize Franchisee to open the Restaurant only after an adequate number of Franchisee's employees, as determined by Friday's in its sole discretion, have attended and received certification in the position for which they were hired.

<u>4.02</u> A. Friday's shall provide instructors, facilities and materials for initial training programs.

B. Franchisee shall bear all costs and expenses relating to the training of any Representative, Director of Operations, Multi-Unit Manager, Project Manager, and Restaurant managers.

C. Franchisee shall comply with the employee training and testing requirements reasonably prescribed in the Manuals If such training and testing is required to be conducted by Friday's or its designee, Franchisee shall bear or reimburse the cost of related Travel Expenses.

In addition to training programs, either the Director of Operations or Representative must attend Friday's periodic meetings, conventions or conferences of Friday's franchisees, at Franchisee's expense. Friday's reserves the right to require that the Director of Operations or Representative attend any additional meetings that Friday's deems appropriate.

<u>4.03</u> Friday's is not required to provide Franchisee with any on-site new store opening training or support ("**NSO Support**"), however, Friday's reserves the right to provide or to have provided on its behalf NSO Support as it determines necessary. If provided, the NSO-Team shall assist in (i) training Franchisee's employees at the Site; and (ii) the opening of the Restaurant. If provided, the NSO-Team shall consist of __ people, of which ____ members shall be provided by Friday's, its Affiliates or other Friday's franchisees (for purposes of this Section 4.03, collectively referred to as "**Affiliated Employees**") **[for each new Franchise Agreement, the actual number of NSO-Team members and actual number of**

Affiliated Employees shall be determined by Friday's, depending upon such criteria as Friday's deems reasonable]. The cost of travel, wages or salaries, and Travel Expenses with respect to such Affiliated Employees shall be borne or reimbursed by Franchisee ("**NSO-Team Support Costs**"). The balance of the NSO-Team shall be comprised of Franchisee's employees to whom Friday's has consented; provided, however, if Franchisee fails or is unable to timely provide such employees, Friday's may, but shall not be obligated to, staff the NSO-Team with Affiliated Employees. With respect to any such Affiliated Employee supplied as a result of Franchisee's failure or inability to provide Franchisee employees, Franchisee shall additionally reimburse the wages or salaries of such Affiliated Employee in connection with their participation on the NSO-Team. Franchisee shall pre-pay Friday's good faith estimate of the NSO-Team Support Costs at least 90 days prior to the Restaurant opening to the public. If the good faith estimate is less than the actual NSO-Team Support Costs, Franchisee shall pay any outstanding NSO-Team Support Costs within 30 days of invoice.

4.04 From time to time, Friday's or its designees' representatives may visit, at Franchisee's expense, Franchisee at Franchisee's and/or the Restaurant's location to provide any other assistance to Franchisee that Friday's deems necessary or advisable, including but not limited to assistance in ascertaining the availability material, food and beverages or other assistance specifically requested by Franchisee, including but not limited to additional training, marketing and information technology. In addition, Friday's reserves the right to charge a consulting fee of not more than $100 per hour, plus reimbursement for any costs and expenses incurred in connection with same, for any ongoing training, support and/or consultation after the opening of the Restaurant.

5. RESTAURANT LOCATION; OCCUPANCY CONTRACT

5.01 Franchisee may not operate the Restaurant at any site other than the Site. Franchisee bears the risk of the loss of its right to occupy the Restaurant premises during the Term, and the loss of such right shall not in any way obligate Friday's to consider permitting relocation. Franchisee may not relocate the Restaurant without Friday's express written consent. Friday's may grant consent to Franchisee's request if it: (1) is in compliance with the terms of the Franchise Agreement and the terms of any related or successor agreement; (2) meets all of Friday's then-current financial, operational and other requirements and qualifications for the right to develop and expand within the System; and, (3) opens the Restaurant at a location selected and accepted in accordance with site selection criteria specified by Friday's within 270 days from the approval of the relocation. Friday's decision as to whether to consent to Franchisee's relocation request may also be based, among other things, upon Friday's conclusion of the effect relocation may have on other Fridays Restaurants (whether in operation, under construction or in negotiations) in the general area of the proposed new site. If Friday's approves Franchisee's request to relocate, Friday's has the right to charge Franchisee Royalty Fees during the period when the Restaurant is closed, equal to 4% multiplied by the average monthly Gross Sales earned by Franchisee during the 12 months preceding the requested relocation (the "**Relocation Royalties**"). Failure to relocate the Restaurant as provided in this Section after Friday's has approved the relocation request shall constitute a default under this Agreement subject to the remedies set forth in Section 18. The Initial Term shall not be extended as a consequence of such relocation, unless the parties agree otherwise. For the avoidance of doubt, any relocation of the Restaurant shall be subject to the requirements of this Section 5. Friday's willingness to review any relocation proposal shall in any way limit Friday's right to withhold its consent to the Restaurant's relocation in its sole discretion.

5.02 If the Site will not be owned by Franchisee, the Occupancy Contract shall be executed by all necessary parties no later than 10 days after the Effective Date. The Occupancy Contract must contain the provisions set forth in Rider 2, unless waived by Friday's in writing.

5.03 Franchisee shall furnish to Friday's a complete copy of the Occupancy Contract within 10 days after execution.

5.04 Notwithstanding the terms of Section 5.02, Franchisee shall:

A. deliver to Friday's, immediately after delivery to or by Franchisee, any notice of default under the Occupancy Contract which threatens or purports to terminate the Occupancy Contract;

B. permit Friday's or its designee to enter the Restaurant premises to protect the Proprietary Marks or the System or to cure any Event of Default or default under the Occupancy Contract; and

C. not amend the Occupancy Contract in any way inconsistent with the provisions described in Sections 5.04.A through C.

5.05 Unless otherwise permitted by Friday's, Franchisee shall offer and sell only products and services previously authorized by Friday's, and only from the Restaurant, only in accordance with the requirements of this Agreement and the procedures set forth in the Manuals, and only to retail customers for consumption on the Restaurant premises or for personal, carry-out consumption. Franchisee shall not offer or sell products or services authorized under this Agreement through any other means, including without limitation, through satellite locations, temporary locations, carts or kiosks, the internet, or through any form of Digital Media, without the prior written approval of Friday's, and only in accordance with Friday's policies as they may be developed and/or modified from time to time. As used in this Agreement, the term "**Digital Media**" means one or more related documents, applications, designs, or other communications or forms of media that can be accessed through electronic means, including, but not limited to, the internet, the World Wide Web, the Fridays Websites (as defined in Section 11.09.A) or other websites, social networking sites like Facebook, Twitter, TikTok, LinkedIn, Instagram, Snapchat, YouTube, blogs, vlogs, and other applications, and any online equivalent (collectively, "**Social Media**"), and "**Digital Assets**" means any such accounts, handles, pages, and any related online profiles or platforms.

6. RESTAURANT CONSTRUCTION; MAINTENANCE

6.01 The Project Manager shall ensure that (i) materials satisfying the Standards are utilized in construction; (ii) such materials are purchased from established and reliable suppliers that have not been previously disapproved by Friday's; and (iii) construction plans are implemented in accordance with the Standards.

6.02 Franchisee represents and warrants that it has employed a qualified architect and licensed general contractor to execute the design and construction of the Restaurant, and that such architect has been expressly approved by Friday's. Franchisee shall provide to Friday's (i) design concept drawings for Friday's review and consent and (ii) upon Friday's request, copies of architectural or construction contracts applicable to the Restaurant.

6.03 Franchisee shall (i) submit for Friday's review construction plans and specifications for the Restaurant based upon the Manuals, (ii) modify such plans and specifications as reasonably required by Friday's, (iii) submit such modified plans and specifications to Friday's, and (iv) construct the Restaurant pursuant to the plans and specifications to which Friday's has consented. Friday's shall provide to Franchisee a materials board with samples of Furnishings required for development of the Restaurant. Franchisee may propose adaptations to the Furnishings based upon local market constraints, but any such adaptations are subject to Friday's prior written consent. **Any construction plans, specifications or**

Furnishings (to include use of graphic designs) to which Friday's has consented shall not be modified without Friday's prior written consent.

6.04 Franchisee shall ensure at its sole cost and expense, and shall obtain and submit to Friday's an ADA certificate from a design professional confirming, that the Restaurant conforms to and complies with the design standards and requirements of the Americans with Disabilities Act ("**ADA**"), the ADA Architectural Guidelines ("**ADAAG**"), and all other related or similar state and local laws, regulations, and other requirements governing public accommodations for persons with disabilities in effect at the time that the certification is made.

6.05 Franchisee shall obtain all permits and licenses required in connection with the construction of the Restaurant. Upon Friday's request, copies of such permits and licenses shall be provided to Friday's. The right to open and operate a Restaurant pursuant to this Agreement is conditioned upon the ability of Franchisee to obtain and maintain required local licenses, including those permitting the sale of alcoholic beverages at the Restaurant.

6.06 Friday's or its designee may inspect construction at the Restaurant premises. Franchisee shall make all necessary arrangements to ensure Friday's or its designee's access to the Restaurant premises. If requested by Friday's, Franchisee shall submit to Friday's, on or before the first day of each month (or more frequently if Friday's requests), a report with photographs showing progress made in connection with the construction of the Restaurant.

6.07 Franchisee shall maintain the Restaurant (and all Furnishings) in good order and condition and repair any damage or destruction to the Restaurant, all in compliance with the System image and the Standards. Absent Friday's written waiver, every ten (10) years from the Effective Date, Franchisee shall refurbish the Restaurant to meet the then current System image and the Standards.

6.08 Franchisee assumes all cost, liability and expense for constructing the Restaurant. As used in this Agreement, "**construction**," "**constructing**," and "**construct**" refer to development, construction, equipping, renovation, reimage, remodeling, refurbishment, conversion, relocating, and maintenance of the Restaurant for any reason or purpose.

6.09 Franchisee shall notify Friday's in writing at least 30 days before the date Franchisee expects construction to be completed and a certificate of occupancy to be issued. If requested by Friday's, Franchisee shall submit a copy of the certificate of occupancy to Friday's. Friday's reserves the right, after receiving Franchisee's notice, to conduct a final inspection of the Restaurant to determine if Franchisee has complied with this Agreement. Friday's shall not be liable for delays or loss occasioned by its inability to complete its investigation and to make a determination within this period.

7. RESTAURANT OPERATIONS; MANUALS

7.01 **Unless otherwise agreed by the parties, Franchisee shall open the Restaurant for business no later than six months from the Effective Date. The Restaurant shall open for business only with Friday's express consent (given after completion of construction of the Restaurant and appropriate training pursuant to the System, as reasonably determined by Friday's).** Upon opening and thereafter, the Restaurant shall be operated pursuant to the Standards, the System and this Agreement. Friday's reserves the right to conduct a final inspection of the Restaurant prior to the Restaurant opening for business to determine if Franchisee has complied with this Agreement.

7.02 To determine whether Franchisee and the Restaurant are in compliance with this Agreement, the System, and the Standards, Friday's or its designees shall have the right at any reasonable time and without prior notice to Franchisee to: (a) inspect the Restaurant; (b) observe, photograph and videotape the operations of the Restaurant; (c) remove samples of any food and beverage products, material or other inventory items for testing to determine if such samples meet Standards (without paying for the samples) and to require Franchisee to bear the cost of such testing if Friday's has not given consent to the supplier or if the sample fails to conform to Friday's specifications; (d) interview personnel and customers of the Restaurant; and (e) inspect and copy any books, records and documents relating to the operation of the Restaurant or, upon the request of Friday's or its designee, require Franchisee to send copies thereof to Friday's or its designee. Franchisee shall participate or request its customers to participate in any surveys performed by or on behalf of Friday's as Friday's may direct. Franchisee agrees to cooperate fully with Friday's or its designee in connection with any such inspections or surveys. Franchisee shall take all necessary steps to immediately correct any deficiencies detected during these inspections or surveys (regardless of Franchisee's inventory), including, without limitation, ceasing further sale of unauthorized menu items and ceasing further use of any equipment, advertising materials or supplies that do not conform with the Standards. If required by Friday's, Franchisee shall reimburse Friday's for Travel Expenses and other costs and expenses, including for engaging a third-party to conduct inspections on Friday's behalf, incurred by Friday's in the event of a material deficiency or prior failed inspections and in conducting any re-inspections that are required to confirm that material deficiencies have been corrected. We may also require you to reimburse us for any costs and expenses charged by third-party that conduct routine inspections on Friday's behalf, regardless of deficiency.

Franchisee acknowledges that every component of the System is material to Friday's and every restaurant operated within the System, and that compliance by all franchisees with the Standards is fundamental to the value of the System and to this Agreement. Accordingly, Friday's right to require Franchisee to properly train its employees in the operation of the Restaurant, as well as Friday's or its designee's right to inspect the Restaurant for compliance, are solely for the purpose of protecting the intellectual property rights of Friday's in the System. Control over the day-to-day operations of the Restaurant are exclusively be the duty of Franchisee. No duty is assumed by Friday's over such day-to-day operations.

7.03 Except as otherwise provided herein, Franchisee shall:

A. use the Restaurant premises solely for the operation of the Restaurant pursuant to the terms hereof;

B. keep the Restaurant operating pursuant to the terms hereof for such minimum hours and days as from time to time prescribed in the Manuals or otherwise in writing, except as restricted by local law or the Occupancy Contract;

C. sell or offer all products and services required by Friday's, and refrain from selling or offering any products and services that have not been approved by Friday's or for which Friday's has withdrawn approval in writing;

D. obtain and maintain all permits and licenses required for Restaurant operation, including those permitting the sale of alcoholic beverages, and comply with all applicable laws and regulations relating to the Restaurant, its operation, or its business;

E. inform Friday's of any live entertainment, gaming system or other entertainment system to be used at the Restaurant, and discontinue such activity if Friday's determines that it is inconsistent with Friday's Standards or otherwise inappropriate;

F. refrain from using or providing any form of delivery service at, from or on the Restaurant premises to which Friday's has not consented;

G. designate and maintain, continuously during the Term, the requisite number of Restaurant managers for the Restaurant, each of whom shall have successfully completed appropriate training as described herein;

H. participate in programs to verify customer satisfaction or Franchisee's compliance with all operational and other aspects of the System, including (but not limited to) customer feedback and satisfaction programs, secret shoppers or other programs as Friday's may require;

I. maintain sufficient amounts of, and utilize at all times, such inventory, supplies and other products or materials required to conform to the Standards; and

J. obtain such copyright licenses as may be necessary to authorize the playing of recorded or custom-programmed music in the Restaurant, which music shall conform to the Manuals or as otherwise required by Friday's in writing.

7.04 Franchisee acknowledges that a material aspect of the System is the (i) breadth of palate range; and (ii) quality of, and Standards relating to, food and beverage. Franchisee's obligation to adapt the menu and menu items for the Restaurant shall be limited as follows:

A. with Friday's consent, Franchisee may limit the total number of menu items offered on the menu; provided, however, that Friday's may require that certain menu items offered on Friday's then current standard menu be offered on Franchisee's menu.

B. Franchisee may include other menu items to which Friday's consents.

C. Within 30 days after receipt of written notice from Friday's, Franchisee shall begin selling any newly authorized menu items and cease selling any menu items that are no longer authorized. Franchisee shall purchase any additional equipment and small wares as Friday's deems reasonably necessary in connection with new menu items. If Friday's requires Franchisee to begin offering a new menu item which requires the purchase of additional equipment, a reasonable period of time, as determined in the sole discretion of Friday's, shall be provided for the financing, purchase and installation of any such equipment before such new menu items must be offered for sale at the Restaurant. Menu modifications within the System (which may require acquisition of additional equipment) may be required by Friday's no more than twice each calendar year.

7.05 Franchisee shall (i) acquire all inventory, supplies and other products and materials required for the operation and maintenance of the Restaurant solely from suppliers who (a) demonstrate the ability to meet the Standards, (b) possess quality controls and capacity to supply Franchisee's needs promptly, reliably and in a manner consistent with the Standards and the System, and (c) have not been rejected in writing by Friday's; and (ii) provide Friday's with a complete list of its suppliers (which list shall be kept current by Franchisee and provided to Friday's from time to time upon request). The decision to approve a supplier shall be at Friday's sole discretion. Friday's may provide a list of approved suppliers. If Franchisee wishes to use a supplier that is not on the then-current approved supplier list, it must first obtain Friday's written consent to that supplier. Friday's shall have the right to require, as a condition of its approval, that its personnel or agents be permitted to inspect the supplier's facilities and/or that samples of the proposed items to be acquired from the supplier be delivered to Friday's and/or to an independent certified laboratory designated by Friday's for testing prior to granting approval. Friday's reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon such supplier's failure to continue to meet any of the foregoing criteria. Franchisee shall be responsible for all Travel Expenses and other costs in connection with obtaining or continuing approval of any proposed supplier (or product) not previously approved by Friday's, or that has been previously approved but since subsequently found to not meet Friday's Standards; including, without limitation, reimbursement of any expenses and fees incurred by Friday's in connection with Friday's or its agents' inspection, testing or other evaluation of such supplier or product. Friday's approval of a supplier may be denied or withdrawn if such supplier fails to participate in any System program established to monitor product safety and supply chain adequacy. Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees that, at Friday's sole option, Friday's may establish one or more strategic alliances, purchasing or distribution cooperatives or preferred vendor programs with one or more suppliers who are willing to supply all or some TGI Fridays restaurants with products and services that Friday's requires for use or sale in the development and operation of the TGI Fridays restaurants. Franchisee acknowledges and agrees that Friday's shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits offered by suppliers to Franchisee or to Friday's or its Affiliates based upon Franchisee's purchases of products and other goods and services.

7.06 Friday's shall provide Franchisee with access to the Manuals in any format or medium as Friday's deems appropriate in its sole discretion, including, without limitation, in an electronic format. Franchisee acknowledges Friday's ownership of any copyright rights in or to the Manuals. Franchisee shall observe such reasonable requirements concerning copyright notices as Friday's requests. All Manuals shall be returned to Friday's immediately upon request or upon termination or expiration of this Agreement. The Manuals, other manuals, such written directives and any Confidential Information shall be kept in a secure location in the Restaurant and returned to Friday's immediately upon request or upon termination or expiration of this Agreement. If a dispute relating to the contents of the Manuals develops, the master copy maintained by Friday's at its principal offices shall control

7.07 Franchisee acknowledges that products sold and services performed under the Proprietary Marks have a reputation for quality and that it is of the utmost importance to Friday's, Franchisee and all other franchisees of Friday's that this reputation be maintained. Therefore, Franchisee agrees that Franchisee and its employees shall comply with all of the requirements of the System as set forth in the Manuals or otherwise, and Franchisee additionally shall comply with the following:

A. Franchisee shall operate the Restaurant in strict conformity with the System, the Manuals, the Standards and such other methods, standards, and specifications as Friday's may from time to time prescribe in writing, including without limitation any deficiencies noted in any inspection or audit report. The Manuals, the Standards, other manuals and such written directives may be revised from time to time.

B. With respect to the sale of all menu items, products, merchandise or services, Franchisee shall have sole discretion as to the prices to be charged to customers; provided, however, that Friday's may set maximum prices on such menu items and/or services in the event that the price charged by Franchisee for such menu items or services is detrimental to the reputation of the Proprietary Marks. If Friday's has imposed such a maximum price on a particular menu item or service, Franchisee may charge any price for such menu item or service, up to and including the maximum price set by Friday's.

7.08 To the extent Friday's determines in its sole reasonable discretion that Franchisee needs training support, Friday's may provide to Franchisee:

A. access, together with other franchisees, to new System developments and Franchisee may be required to attend meetings in the United States at its expense to discuss such developments;

B. access to and written materials concerning improvements to the System which may include, without limitation, new products, recipes, equipment, specifications and menu formats. At Franchisee's request, Friday's or its designee shall provide training or demonstrations at the Restaurant of new products or other changes to the System. Franchisee shall bear or reimburse to Friday's all costs of travel, wages or salaries, or Travel Expenses in connection with such demonstrations; and

C. periodic inspection and evaluation of the Restaurant as reasonably determined by Friday's. Friday's may require Franchisee to reimburse the Travel Expenses incurred in connection with such periodic inspection and evaluation. If additional inspections are (i) requested by Franchisee; or (ii) required by Friday's, Franchisee shall bear or reimburse all Travel Expenses and costs of travel in connection with such additional inspections. If Franchisee operates other TGI Fridays restaurants under the System in the vicinity of the Restaurant, Friday's shall endeavor to perform multiple inspections and evaluations on a single inspection trip.

7.09 Friday's, in its sole discretion, shall be entitled from time to time to change or modify the System, including modifications to the Manuals, the Standards, the menu and menu formats, the required equipment, the signage, the building and premises of the Restaurant (including the trade dress, décor and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to Friday's or its designees (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or copyrighted materials. Franchisee shall accept and use or display in the Restaurant any such changes or modifications to the System as if they were a part of the System at the time this Agreement was executed, and Franchisee will make such expenditures as the changes or modifications in the System may require. Friday's reserves the right to consent to, or require, limited variation from the Standards with respect to the operation of other TGI Fridays restaurants in the System.

8. CONFIDENTIAL INFORMATION

8.01 Neither Franchisee nor any Principal shall communicate, disclose or use any Confidential Information except as (i) permitted herein or (ii) required by law. Confidential Information shall be disclosed only to such employees of Franchisee as is required in connection with performance of job functions related to this Agreement. Neither Franchisee nor any Principal shall, without Friday's prior consent, copy, duplicate, record or otherwise reproduce any Confidential Information. Confidential Information may be provided to consultants and contractors only to the extent necessary for such parties to provide services to Franchisee related to this Agreement. Franchisee and each Principal, on a joint and several basis, agree to indemnify the Indemnitees from any damages, costs or expenses resulting from or related to any disclosure or use of Confidential Information by their respective agents, employees, consultants and contractors.

8.02 Neither Franchisee nor any Principal shall, directly or indirectly, contest or impair Friday's exclusive ownership of the Confidential Information, the System or the Proprietary Marks. If Franchisee develops improvements (as determined by Friday's) to the Confidential Information, such improvements are hereby assigned to Friday's and shall be considered part of the Confidential Information without any payment to Franchisee. At Friday's request, Franchisee and the Principals shall each execute an amendment to this Agreement reflecting Friday's or its designee's exclusive ownership thereof.

8.03 Franchisee shall ensure each Director of Operations, Representative, Multi-Unit Manager, Project Manager and such other employees of Franchisee that have access to the Confidential Information have executed confidentiality covenants imposing obligations substantially the same as those in this Article 8. Franchisee shall indemnify the Indemnitees from any damages, costs or expenses resulting from or related to any improper disclosure or use of Confidential Information by any Principal, Director of Operations, Representative, Multi-Unit Manager, Project Manager and other employees of Franchisee.

8.04 Franchisee agrees to provide Friday's upon Friday's request with the current contact information for any vendor providing goods or services to the Restaurant, or any creditor with a security interest in any property used in connection with the Restaurant, and further agrees that Friday's or its affiliates may (a) contact such parties to obtain information regarding the status of Franchisee's account(s) (including, without limitation, payments and defaults), and (b) discuss and disclose information concerning the status of Franchisee within the System (including, without limitation, any current, pending or potential default or closure), in each case whether deemed confidential or otherwise.

9. PROPRIETARY MARKS

9.01 Subject to the terms and conditions of this Agreement, Friday's grants to Franchisee the non-exclusive right and license to use the Proprietary Marks in accordance with the System, the Standards, and as prescribed by Friday's from time to time. In connection therewith, Franchisee agrees that:

A. Franchisee shall use (i) only such of the Proprietary Marks as are designated by Friday's for Franchisee's use and (ii) such marks only during the Term, in connection with the operation of the Restaurant, and in the manner authorized and permitted by Friday's in writing. Any other use of any Proprietary Mark shall constitute an infringement of Friday's rights therein. Franchisee shall cease any unauthorized use of any Proprietary Mark upon demand.

B. Friday's shall indemnify and defend Franchisee and each Principal from all Trademark Damages incurred in connection with a Trademark Action, provided that, as express conditions precedent to such indemnity (i) Franchisee's use of the Proprietary Marks and System shall be in strict compliance with the Standards and other specifications and requirements of Friday's pursuant to this Agreement; (ii) Franchisee and the Principals shall immediately advise Friday's of such Trademark Action; (iii) Franchisee and the Principals shall fully cooperate with Friday's and Friday's representatives in the defense or settlement of the Trademark Action; and (iv) Franchisee and the Principals use their best efforts to minimize the costs of this indemnity. Friday's shall have the exclusive right to control the defense of any Trademark Action in Friday's sole discretion, including, without limitation, (a) selecting counsel, (b) making all decisions, judgments, and elections, and (c) settling or compromising the Trademark Action. **IN NO EVENT SHALL FRIDAY'S INDEMNITY OBLIGATIONS TO FRANCHISEE EXCEED AN AMOUNT EQUAL TO THE AVERAGE ROYALTIES FRIDAY'S HAS RECEIVED UNDER THE AGREEMENT FOR A ONE-YEAR PERIOD.**

C. Friday's reserves the right to substitute different trade names, service marks, trademarks, logos, emblems, symbols and indicia of origin for the Proprietary Marks for use in identifying the System and the business operated thereunder. Franchisee shall comply with any requirements imposed by Friday's regarding the change, alteration, discontinuation, addition or substitution of different proprietary marks. Friday's shall have no liability for any loss of revenue or goodwill associated to any new or discontinued proprietary marks.

D. During the Term, Franchisee shall identify itself as a "licensed franchisee" of Friday's (i) in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, contracts and business cards; (ii) in a notice posted at conspicuous locations in the Restaurant; (iii) on any authorized delivery vehicles; and (iv) in any other manner as Friday's may designate in writing.

E. Franchisee shall not pledge, mortgage or otherwise encumber its rights to use any of the Proprietary Marks.

F. Franchisee shall not use any of the Proprietary Marks including, without limitation, the words "Friday's," "TGI Fridays," "TGIF" or "the American Bistro," or any part thereof, as part of its corporate or other name. Franchisee shall not use the Proprietary Marks or any variations of or any names confusingly similar to the Proprietary Marks or marks or in any manner not authorized by Friday's or in any corporate, limited liability company, partnership, fictitious, DBA or other name and shall not use any other trade names, service marks or trademarks in conjunction with the Restaurant. Franchisee shall comply with Friday's instructions and shall execute any documents deemed necessary by Friday's or its counsel in filing and maintaining any requisite trade name or fictitious name registrations in connection with the Proprietary Marks. Franchisee shall use the symbol ® with all registered marks and the symbol ™ with all pending registrations or other marks.

G. (1) Subject to Section 9.01.B, Franchisee and each Principal hereby waives any claim with respect to, and releases Friday's from, any liability or obligation with respect to (i) its use of any of the Proprietary Marks; or (ii) any Trademark Action.

(2) Franchisee shall immediately notify Friday's of any (i) infringement of the Proprietary Marks or challenge to the use of any Proprietary Marks or (ii) claim by any Person of any rights in or to any of the Proprietary Marks. Friday's may take such action as it deems appropriate, and shall exclusively control, any litigation or proceeding arising from any infringement, challenge, claim or otherwise relating to any of the Proprietary Marks.

H. Franchisee shall cooperate with Friday's to prove the continuous and effective use of the Proprietary Marks, including in connection with any registration (if obtained) or any renewal thereof. Neither Franchisee nor any Principal shall, directly or indirectly, apply for, register, attempt to or obtain control of, or interfere with Friday's or its designees' efforts to obtain registration or ownership of any name, trademark, service mark or other identifying name anywhere in the world.

I. Franchisee shall not use the Proprietary Marks or any variations of the Proprietary Marks or marks or names confusingly similar to the Proprietary Marks in any manner not authorized by Friday's in writing as part of any Digital Media, including but limited to any URL, domain name, meta-tag, download, application, posting, directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account, texting identity, user generated content, or any other identification of Franchisee or the Restaurant in any electronic medium (collectively, and individually, "**Electronic Identifiers**"). Friday's may grant or withhold its consent in its sole discretion and may condition its consent on such requirements as Friday's deems appropriate, including, among other things, that Franchisee obtain Friday's prior written approval of: (a) any and all Electronic Identifiers related to the Restaurant; (b) the proposed form and content (including any visible and non-visible content such as meta-tags) of any Digital Media or Franchisee's Social Media related to the Restaurant (including any modification thereof); (c) Franchisee's use of any hyperlinks or other links; and (d) Franchisee's use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest.

9.02 Franchisee and each Principal agree and acknowledge that:

A. Friday's is the exclusive owner of all right and interest in and to the Proprietary Marks and the goodwill associated therewith;

B. Franchisee shall not directly or indirectly contest Friday's ownership or the validity of, or interest in, the Proprietary Marks;

C. Franchisee does not have, and shall not acquire by use pursuant to this Agreement, any ownership or other interest in or to the Proprietary Marks, except the right and license granted herein, subject in all respects to the terms hereof;

D. any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure exclusively to Friday's without compensation; and

E. Franchisee's right and license to use the Proprietary Marks is non-exclusive and, subject to Section 2.01, Friday's has and retains all rights relating to the Proprietary Marks and the use thereof, including, without limitation, the right to: (i) use and grant other licenses to use the Proprietary Marks; (ii) develop and establish Other Concepts using the Proprietary Marks or other names or marks and to grant licenses thereto without providing any rights therein to Franchisee; (iii) to use the Proprietary Marks or other names or marks in connection with the production, distribution, license or sale of products and services at any location, including immediately proximate to the Restaurant; and (iv) establish an internet website that provides information about TGI Fridays restaurants generally and the System, even though accessible by Persons in the Restricted Area. Friday's has sole discretion and control over the website design and contents. Friday's is not liable for any direct, indirect, special, incidental, exemplary or consequential damages arising out of the use of the internet or the inability to use the internet including loss of profits, goodwill or savings, downtime, damage to or replacement of programs and data, whether based in contract or tort, product liability or otherwise. Friday's may establish and enforce, through the Manuals, Standards or otherwise in writing, reasonable rules and regulations, and impose reasonable fees, relating to the website, and may amend such rules and regulations from time to time at Friday's option.

9.03 If required by applicable law, Franchisee shall cooperate with Friday's in (i) registering Franchisee as an authorized user of the Proprietary Marks and (ii) canceling such registration at Friday's request or upon any termination or expiration of this Agreement. Friday's may appoint a representative to obtain registration, or to terminate the registration, of Franchisee as an authorized user of the Proprietary Marks. Franchisee shall execute an irrevocable power of attorney contemporaneously herewith in a form acceptable to Friday's pursuant to which Franchisee shall authorize such representative to register Franchisee as an authorized user of the Proprietary Marks and to cancel such registration as described above. Such power of attorney shall continue in effect notwithstanding the termination or expiration of this Agreement. Any costs or expenses incurred in connection with any such registration or termination will be paid by Franchisee.

10. TECHNOLOGY AND COMPUTER SYSTEM

10.01 Friday's has the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by, between, or among Fridays Restaurants, including without limitation: (1) back office and point of sale systems, mobile devices, data, audio, video, and voice storage, retrieval, and transmission systems for use at Fridays Restaurants, between or among Fridays Restaurants, and between and among Franchisee's Restaurant and Friday's, our designee and/or Franchisee; (2) physical, electronic, and other security systems; (3) printers and other peripheral devices;

(4) archival back-up systems; and (5) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "**Computer System**"). Franchisee shall purchase or lease, and thereafter maintain, the Computer System, and comply with Friday's requirements, specifications and policies concerning the use of technology, as they may be specified in this Agreement, or specified or modified in the Manuals or otherwise in writing.

A. Friday's shall have the right at any time to retrieve and use such data and information from Franchisee's Computer System that Friday's deems necessary or desirable, including, without limitation, the uses identified in Section 3.02.B above. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it shall strictly comply with Friday's standards and specifications for all item(s) associated with Franchisee's Computer System, and will otherwise operate its Computer System in accordance with Friday's' standards and specifications. To ensure full operational efficiency and optimum communication capability between and among equipment and computer systems installed by Franchisee, Friday's, and other franchisees, Franchisee agrees, at its expense, that Franchisee shall keep its Computer System in good maintenance and repair, and, at its expense, and following the determination that Friday's shall have the right to make, to the effect that same will prove economically or otherwise beneficial to all System franchisees, that Franchisee shall promptly install such additions, changes, modifications, substitutions and/or replacement to Franchisee's computer hardware, software, telephone and power lines, and other related facilities, as Friday's directs periodically in writing. Franchisee shall provide to Friday's, upon Friday's request, all e-mail lists and customer lists used or maintained by Franchisee on the Computer System or elsewhere.

B. Friday's has the right, but not the obligation, to develop or have developed for it, or to designate, any or all of the following: (a) computer software programs and accounting system software that Franchisee must use in connection with the Computer System ("**Required Software**"), which Franchisee must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee must install; (c) the tangible media upon which such Franchisee must record or receive data; (d) the database file structure of Franchisee's Computer System; (e) an Extranet for informational assistance, which may include, without limitation, the Manuals, training, other assistance materials, and management reporting solutions; and (f) answering service requirements and/or system-wide phone, online or mobile order processing of all delivery orders, and/or to designate vendors that will provide such order processing.

C. Franchisee agrees to install and use the Computer System and Required Software in the manner that Friday's requires. Friday's may charge a reasonable software license fee for any Required Software. Franchisee agrees to implement and periodically upgrade and make other changes to the Computer System and Required Software as Friday's requests in writing, which shall not be more often than one upgrade per year (collectively, "**Computer Upgrades**"). Franchisee agrees to comply with Friday's written specifications (whether in the Manuals or otherwise) with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at Franchisee's own expense.

D. Franchisee agrees to afford Friday's unimpeded access to its Computer System and Required Software in the manner, form, and at the times that Friday's requests. Franchisee shall provide Friday's with user identifications and passwords required to access files and other information contained on the Computer System.

E. Because changes to technology are dynamic and not predictable within the Term, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees: (a) that Friday's will have the right to establish, in writing, reasonable new standards to address new technologies and data security, whether published in the Manuals or otherwise in writing, and that Friday's has the right to implement those changes in technology into the System; and (b) to abide by Friday's new standards (and with Restaurant audits conducted by Friday's or its designee to confirm Franchisee's compliance) as if this Section 10.01.E, and other technology provisions in this Agreement, were periodically revised for that purpose.

10.02 Extranet.

A. Franchisee shall comply with Friday's requirements (as set forth in the Manuals or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Franchisee's Computer System and Fridays Extranet and/or such other computer systems as Friday's may reasonably require. The term "**Extranet**" means a private network based upon internet protocols that will allow users inside and outside of Friday's headquarters to access certain parts of Friday's computer network via the internet. Friday's may establish an Extranet (but is not required to do so or to maintain an Extranet). Franchisee shall comply with Friday's requirements (as set forth in the Manuals or otherwise in writing) with respect to connecting to the Extranet, and utilizing the Extranet in connection with the operation of Franchisee's Restaurant. The Extranet may include, without limitation, the Manuals, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Friday's may direct).

B. Franchisee shall purchase and maintain such computer software and hardware (including but not limited to telecommunications capacity) as may be required to connect to and utilize the Extranet. Friday's reserves the right to require Franchisee to contribute a reasonable amount toward the cost of the Extranet's maintenance and further development. If Franchisee fails to comply with any policy or procedure governing the Extranet, Friday's may temporarily suspend Franchisee's access to all or any aspect of the Extranet (such as a chat room, bulletin board, list serve, or similar feature) until Franchisee fully cures the breach. Franchisee will not have any claim against Friday's or any affiliate arising from such suspension from the Extranet pursuant to this Section 10.02.B and Franchisee hereby waives any such claim it may at any time have, and releases Friday's and its Affiliates from any liability arising therefrom.

C. Franchisee and Friday's shall each be responsible for protecting their own interests in relation to electronic communications. Friday's shall have no liability to Franchisee on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with electronic communication of information.

10.03 Customer Data. Franchisee agrees that all data and personally identifiable information (including, but not limited to, name, birth date, mailing address, phone number and email address) that it collects from customers and potential customers in connection with the Restaurant ("**Customer Data**") is deemed to be owned exclusively by Friday's, and Franchisee also agrees to provide the Customer Data to Friday's at any time that Friday's requests. Franchisee has the right to use Customer Data during the Term, but only as authorized by Friday's in connection with operating the Restaurant and only in accordance with the policies that Friday's establishes from time to time. Franchisee may not sell, transfer, or use Customer Data for any purpose other than operating the Restaurant and marketing Friday's products and services. However, if Franchisee Transfers the Restaurant (as provided in 16 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Restaurant.

10.04 Privacy Laws. Franchisee agrees to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**"). Franchisee agrees to comply with Friday's standards and policies pertaining to Privacy Laws. If there is a conflict between Friday's standards and policies pertaining to Privacy Laws and applicable law, Franchisee shall: (1) comply with the requirements of applicable law; (2) immediately give Friday's written notice of said conflict; and (3) promptly and fully cooperate with Friday's and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Friday's prior written consent as to said policy.

10.05 POS or Cash Register Systems and Reservation and Table Management System.

A. Franchisee agrees to record all sales on computer-based point of sale systems or such other types of cash register systems that Friday's has the right to designate or approve in the Manuals or otherwise in writing ("**POS System**"). The POS System is deemed to be part of Franchisee's Computer System. Franchisee agrees that only trained and qualified personnel will be assigned the responsibility for conducting transactions on the POS System.

B. Friday's may require Franchisee to use a reservation system Friday's designates that is designed to manage reservations, guest seating and waitlists, including communication with guests who are waiting for a table. The System Marketing Fund may pay for this service, or Friday's may require Franchisee to pay this fee and the cost of any associated hardware directly.

10.06 Non-Cash Payment Systems.

A. Franchisee shall accept debit cards, credit cards, stored value gift cards or other non-cash systems specified by Friday's to enable customers to purchase authorized products and shall obtain all necessary hardware and/or software used in connection with these non-cash systems. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-fund-transfer systems that Friday's designates as mandatory, and Franchisee must not use any such services or providers that Friday's has not approved in writing or for which Friday's has revoked its approval. Friday's has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with Friday's credit-card policies, including minimum purchase requirements for a customer's use of a credit card as prescribed in the Manuals. Franchisee must comply with the Payment Card Industry Data Security Standards ("**PCI DSS**") as these standards may be revised and modified by the Payment Card Industry Security Standards Council ("**PCISSC**") or such successor or replacement organization, and/or in accordance with other standards as Friday's may specify. In addition, Franchisee must submit annually to Friday's a fully completed copy of Franchisee's PCI Attestation of Compliance on the then current PCISSC form via email at informationsecurity@fridays.com or such successor or replacement form(s) and/or processes.

B. Franchisee agrees to participate in any gift card program(s) that Friday's specifies. For this purpose, Franchisee must purchase the software, hardware, blank cards, and other items needed to sell and process gift cards or stored value cards, which Friday's may specify in writing in the Manuals or otherwise. Franchisee also agrees to pay such monthly and per-swipe transaction fees as may be required by the vendor of the gift card system. Franchisee must sell or honor gift cards only in accordance with Friday's written standards. Franchisee must account for all gift card sales, gift card redemptions, and other gift card transactions in the manner Friday's specifies in the Manuals. Franchisee must maintain sufficient cash reserves to pay Friday's or other franchisees as part of any network-wide periodic reconciliation of the gift card program. Franchisee shall pay Friday's or make payments as specified by Friday's, in such amounts and at such times as directed by Friday's, in accordance with Friday's gift card rules, programs and policies. Franchisee agrees not to sell, issue, or redeem gift certificates other than gift cards that Friday's has approved in writing. Concurrent with the execution of this Agreement, Franchisee shall sign and deliver to Friday's the then-current form of Gift Card Participation Agreement.

10.07 E-Mail Communications.

A. Franchisee agrees that exchanging information with Friday's by e-mail is an important way to enable quick, effective, and efficient communication, and that Friday's is entitled to rely upon each other's use of e-mail for communicating as part of the economic bargain underlying this Agreement. To facilitate the use of e-mail to exchange information, Franchisee authorizes the transmission of e-mail by Friday's and Friday's employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) (together, "**Official Senders**") to Franchisee and Franchisee's employees during the Term. Friday's list of Official Senders shall be the master and official list of Official Senders.

B. Franchisee agrees that: (a) Official Senders are authorized to send e-mails to Franchisee and its employees; (b) Franchisee will cause its officers, directors, and employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as Friday's may reasonably require) to Official Senders transmission of e-mails to those persons, and that such persons shall not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with Franchisee; and (c) Franchisee will not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the Term.

C. The consent given above in will not apply to the provision of formal notices under this Agreement by either party using e-mail unless and until the parties have otherwise agreed, in a pen-and-paper writing that both parties have signed.

11. MARKETING AND ADVERTISING

11.01 Marketing Contributions and Expenditures.

A. This Article 11 describes Friday's marketing, public relations and advertising programs; however, Friday's reserves the right to modify these programs and the manner in which the marketing and advertising funds are used for such purposes from time to time, in whole or in part, as Friday's deems necessary. Franchisee acknowledges and recognizes the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System and the Proprietary Marks. During the Term of this Agreement, Franchisee shall pay an advertising and promotion obligation ("**APO**") in an amount of up to 5% of the Gross Sales of the Restaurant as set forth in this Section 11 and Exhibit B. Franchisee shall pay that portion of the APO as directed by Friday's to the System Marketing Fund in accordance with Section 11.03 and to a Regional Advertising Fund or a Regional Co-op in accordance with Section 11.04 or 11.05 at the time and in manner as directed by Friday's. The remainder of Franchisee's APO shall be spent for Local Store Marketing in accordance with Section 11.07.

B. Friday's has the right, following written notice to Franchisee, to reallocate the APO and to increase the APO; however Friday's may not increase the APO above 5% of Gross Sales. This limitation on Friday's does not prevent the Restaurant's Regional Co-op from requiring a contribution, that when added to Franchisee's System Marketing Fund contribution, results in a total APO in excess of 5% of Gross Sales.

11.02 Grand Opening Required Spending.

Franchisee shall, during the period beginning 30 days before the scheduled opening of the Restaurant and continuing for 90 days after the Restaurant first opens for business ("**Grand Opening Period**"), spend at least $15,000 to conduct grand opening advertising in accordance with Friday's Local Store Marketing Guidelines (as defined in Section 11.07.A and Exhibit B). At least 90 days before the opening of the Restaurant, Franchisee must submit to Friday's a proposal for grand opening advertising ("**Grand Opening Plan**"). Franchisee shall not implement the Grand Opening Plan unless and until Friday's has consented to the Grand Opening Plan in writing. Franchisee agrees to modify the Grand Opening Plan as requested by Friday's and, thereafter, no substantial changes shall be made to the Grand Opening Plan without the advance written consent of Friday's. Within 10 days after the end of the Grand Opening Period, Franchisee shall submit to Friday's proof of such grand opening advertising expenditures to Friday's. During the Grand Opening Period, Franchisee must contribute to the System Marketing Fund and a Regional Advertising Fund or Regional Co-op (if established in the area where the Restaurant is located); however, Franchisee's obligation to make Local Store Marketing expenditures pursuant to Section 11.07 below will not commence until after the expiration of the Grand Opening Period.

11.03 System Marketing Fund.

A. Friday's formed a non-profit corporation, Fridays Marketing Advisory Council ("**FMAC**") to administer a System marketing fund for Fridays Restaurants ("**System Marketing Fund**") located in the United States. Friday's reserves the right to modify, dissolve and reform FMAC and its composition, at any time in Friday's sole business judgment. At the same time and in the same manner as Franchisee pays its Royalty Fees to Friday's, Franchisee shall contribute to the System Marketing Fund in the amount set forth in Exhibit B, as such may be subsequently modified by Friday's subject to the maximum APO set forth in Section 11.01. Fridays Restaurants operated by Friday's and its Affiliates shall contribute to the System Marketing Fund on the same basis as comparable franchisees.

B. FMAC or its successor, or Friday's or its designee, shall direct all advertising, marketing, research and public relations programs and activities financed by the System Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. Franchisee agrees that the System Marketing Fund may be used among other things to pay the costs of preparing and producing such associated materials and programs as Friday's or its designee may determine, including, but not limited to, the following: (a) creative development and production of print ads, commercials, radio spots, electronic ads, point of purchase materials, direct mail pieces, door hangers, and other advertising and marketing materials; (b) creative development, preparation, production and placement of video, audio, and written materials and electronic media; (c) media placement and buying, including all associated expenses and fees; (d) administering local, regional and/or multi-regional marketing and advertising programs including the hiring of personnel or services; (e) market research, new product testing and marketing, and customer satisfaction surveys, including the use of secret shoppers; (f) the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or nonprofit events; (g) creative development of menus, signage, posters, and individual Fridays Restaurant décor items including wall graphics and signage; (h) Digital Media, Extranet and/or Intranet development and maintenance as well as mobile creative, technology and other emerging digital initiatives; (i) development, implementation, and maintenance of an electronic commerce website and/or related strategies; (j) development and implementation of search engine optimization strategies; (k) development and administration of consumer surveys, interviews and other customer satisfaction and retention policies; (l) retention and payment of advertising and marketing agencies and other outside advisors including retainer and management fees; (m) co-branding or licensing programs; (n) public relations and community involvement activities and programs; and (o) gift card and loyalty programs. From time to time, Friday's or its designee may furnish Franchisee with marketing, advertising and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges. Franchisee shall not modify any of these materials without Friday's prior written consent. Friday's may also charge the System Marketing Fund for a reasonable percentage of Friday's corporate general overhead and expenses required to establish and administer the FMAC and System Marketing Fund.

11.04 Regional Advertising Funds. Friday's shall have the right, in its sole discretion, to establish one or more regional advertising funds for Fridays Restaurants ("**Regional Advertising Funds**"). If a Regional Advertising Fund is established for a geographical area that includes the Site, at the same time and in the same manner as Franchisee pays its Royalty Fees to Friday's, Franchisee shall contribute to that Regional Advertising Fund in the amount set forth in Exhibit B, as subsequently modified by Friday's. Friday's or its designee shall direct all advertising, marketing, and public relations programs and activities financed by the Regional Advertising Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials and the Regional Advertising Fund may be used to pay the costs of preparing and producing such associated materials and programs as Friday's or its designee may determine. Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Regional Advertising Fund.

11.05 Regional Co-op. Friday's shall have the right, in its sole discretion, to establish, change, merge or dissolve one or more regional advertising cooperatives for Fridays Restaurants ("**Regional Advertising Co-Op**"). If a Regional Advertising Co-Op is established for a geographical area that includes the Site, Franchisee shall contribute to that Regional Advertising Co-Op in the amount set forth in Exhibit B, as may be subsequently modified by Friday's subject to the maximum APO set forth in Section 11.01, at the same time and in the same manner as Franchisee pays its Royalty Fees to Friday's. If Friday's establishes an advertising cooperative, Friday's may create the governing documents that control the cooperative, which documents will be available for franchisees and prospective franchisees to review. Day-to-day administration of any cooperative will be managed by a board comprised of the members of the cooperative that Friday's selects. The board will have the right to establish the amount of contributions required by each member of the cooperative, subject to Friday's consent. Any outlets that Friday's or its Affiliates own that are part of a cooperative Friday's establishes will participate in the management of the cooperative and will make contributions to the cooperative in the same manner as the franchisee-owned outlets that are members of that cooperative. Friday's will furnish to Franchisee written notice of the establishment of any Regional Advertising Co-Op for the geographic area in which the Site is located. The notice will specify the date Franchisee is to begin making contributions and the amount of the contributions.

11.06 Treatment of Payments to Friday's.

A. Friday's shall separately account for the System Marketing Fund and any Regional Advertising Funds, but Friday's shall not be required to segregate any of the funds from Friday's other monies. None of the funds shall be used to defray any of Friday's general operating expenses (except reasonable administrative costs and overhead related to the administration or direction of such funds). Each fund may hire employees, either full-time or part-time, for its administration. Friday's, its Affiliates and designees may be reimbursed by each fund for administrative expenses directly related to the fund's marketing programs, including, without limitation, conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to each fund. Friday's or its designee may spend in any fiscal year an amount greater or less than the aggregate contribution of all Fridays Restaurants to each fund during that year or cause each fund to invest any surplus for future use by the fund. An unaudited statement of monies collected and costs incurred by each fund shall be prepared annually and shall be furnished to Franchisee within a reasonable period of time following a written request. Friday's or its designee will have the right to cause each fund to be incorporated or operated through an entity separate from Friday's at such time as Friday's or its designee deems appropriate, and such successor entity shall have all rights and duties of Friday's pursuant to this Section 11.

B. Franchisee understands and acknowledges that each fund is intended to enhance recognition of the Proprietary Marks and patronage of Fridays Restaurants. Friday's will endeavor to utilize each fund to develop advertising and marketing materials and programs and to place advertising that will benefit the System and all Fridays Restaurants contributing to the fund. Franchisee agrees, however, that Friday's is not liable to Franchisee, and Franchisee forever covenants not to sue and holds Friday's harmless of any liability or obligation to ensure that expenditures by each fund in or affecting any geographic area (including the Site) are proportionate or equivalent to the contributions to the fund by Fridays Restaurants operating in that geographic area, or that any Fridays Restaurant will benefit directly or in proportion to its contribution to each fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section 11, neither Friday's nor its designee assumes any direct or indirect liability to Franchisee with respect to the maintenance, direction or administration of each fund.

C. Friday's reserves the right, in its sole discretion, to: (a) suspend contributions to and operations of each fund for one or more periods that Friday's determines to be appropriate; (b) terminate any fund upon 30 days' written notice to Franchisee and establish, if Friday's so elects, one or more new advertising funds; and (c) defer or waive, in whole or in part, upon the written request of any franchised or company restaurants, any advertising contributions required by this Section if, in Friday's sole judgment, there has been demonstrated unique, objective circumstances justifying any such waiver or deferral. On termination of a fund, all monies in the fund shall be spent for advertising and/or promotional purposes. Friday's has the right to reinstate any fund upon the same terms and conditions set forth in this Agreement upon 30 days' prior written notice to Franchisee. Friday's, in its sole discretion as it deems appropriate in order to maximize media effectiveness, may transfer monies from the System Marketing Fund to any Regional Advertising Fund or from all Regional Advertising Funds to the System Marketing Fund.

11.07 Local Store Marketing.

A. Franchisee shall spend, on a monthly basis, the difference between (a) the APO and (b) the amount Franchisee is required to contribute to the System Marketing Fund and the Regional Advertising Fund or Regional Co-Op (if any), as set forth in Exhibit B (and as such may be subsequently modified by Friday's), on authorized advertising media and for authorized advertising expenditures to promote the Restaurant ("**Local Store Marketing**"). Friday's or its designee periodically shall advise Franchisee of the advertising and sales promotions approved by Friday's including: direct mail, newspapers, magazines and other periodicals; radio and television spots; outdoor advertising (e.g., billboards, highway or transit signs); geo-targeted digital advertising and local Social Media. If requested by Friday's, Franchisee shall submit annually for Friday's prior consent its marketing plan and budget with respect to kinds and amounts of advertising and media intended to be used in accordance with Fridays Local Store Marketing guidelines as set forth in Exhibit B and the Manuals as such guidelines may be modified by Friday's from time to time. Franchisee shall obtain Friday's consent to the marketing plan and budget and any changes to the marketing plan and budget before it may be implemented.

B. Upon Friday's request from time to time, Franchisee shall provide Friday's or its designee copies of all documentation demonstrating the amount and types of Local Store Marketing expenditures made by Franchisee within the prior twelve-month period. If Franchisee fails to expend the required amount annually, then Franchisee must contribute to the System Marketing Fund within 30 days after such determination any amounts that Franchisee should have expended to reach the Local Store Marketing requirement for the applicable year. Friday's reserves the right to require Franchisee to remit to Friday's 100% of the Local Store Marketing obligation upon 10 days' notice and, upon receipt, Friday's will have the right to use the funds for advertising and promotion in the Restaurant's local area.

C. Franchisee may purchase local advertising and promotion materials from any Friday's-approved third party. If purchased from a source other than Friday's or its Affiliates, these materials shall comply with federal and local laws and regulations and with the guidelines for advertising and promotions promulgated from time to time by Friday's or its designee and shall be submitted to Friday's or its designee at least 30 days before first use for its approval, which Friday's may grant or withhold in its sole discretion. Franchisee's local advertising and marketing materials must follow Friday's guidelines, which may include, among other things, requirements for, or restrictions regarding, the use of the Proprietary Marks and notices of the Fridays Websites domain name(s) in the manner Friday's designates. In no event shall Franchisee's advertising contain any statement or material which, in the sole discretion of Friday's, may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with the public image of Friday's or the System.

<u>11.08</u> <u>Promotional Programs</u>. In addition to the national and regional advertising described in this Section 11, Friday's may from time to time develop and administer advertising, marketing and sales promotion programs in which Franchisee shall participate upon such terms and conditions as established by Friday's. Such programs are in addition to Franchisee's APO and may include, but not be limited to, liquor menu and marketing promotions, specialized menu offerings and similar programs. All phases of such advertising and promotion, including, without limitation, type, quantity, timing, placement, and choice of media (including Digital Media), market areas, promotional programs and advertising agencies, shall be determined by Friday's.

<u>11.09</u> <u>Fridays Websites</u>.

A. Friday's may establish and maintain one or more websites and/or mobile applications (collectively referred to herein as the "**Fridays Websites**") that provide information about the System and the products and services offered and sold by Fridays Restaurants. The Fridays Websites may also offer reservations, online and mobile ordering, mobile payments or similar services or sales of items bearing the Proprietary Marks, including, but not limited to, Friday's memorabilia, clothing and pre-packaged food and beverage products. Friday's may require Franchisee to pay Friday's and/or one or more third party vendors their then-current costs and fees applicable to online and mobile orders placed from Franchisee's Restaurant through the Fridays Websites, or Friday's may use part of the System Marketing Fund contributions that Friday's collects under this Section 11 to pay a portion or all of those costs and fees. Friday's has absolute control over the Fridays Websites' design and content. Friday's will attempt to configure the Fridays Websites to accommodate individual Fridays Restaurant pages described in Section 11.09.B. Friday's will have no obligation to maintain the Fridays Websites indefinitely, but may discontinue them at any time without liability to Franchisee. Furthermore, as Friday's has no control over the stability or maintenance of the internet generally, Friday's is not responsible for damage or loss caused by errors of the internet. Friday's is not liable for any direct, indirect, special, incidental, exemplary or consequential damages arising out of the use of the internet or the inability to use the internet including loss of profits, goodwill or savings, downtime, damage to or replacement of programs and data, whether based in contract or tort, product liability or otherwise.

B. The Fridays Websites may include a series of interior pages developed by Friday's (and, at Friday's sole discretion, using content provided by Franchisee as requested by Friday's) that identify participating Fridays Restaurants by address, telephone number, and e-mail address. At Franchisee's request, Friday's will endeavor (technology permitting) to include on the Fridays Websites one or a series of interior pages devoted to information about the Restaurant. Franchisee will not have the capability to modify such page(s) except in coordination with Friday's and in compliance with Friday's policies and procedures as such may change from time to time.

C. Friday's may require Franchisee to contribute an amount, as determined by Friday's in its sole discretion (the "**Digital Marketing Fee**"), toward the cost of the development and maintenance of Digital Media (including, but not limited to, the Fridays Websites) to be used for advertising, marketing, promotional, technology, or other purposes in Friday's sole discretion. Friday's will collect the Digital Marketing Fee monthly and will notify Franchisee in or before January of each year the amount of the Digital Marketing Fee for that calendar year, provided that the Digital Marketing Fee will remain the same for that calendar year if Friday's does not notify Franchisee before January 31 of each year of a change in the amount of the Digital Marketing Fee. In addition or alternatively, Friday's may use part of the System Marketing Fund contributions that Friday's collects under this Article 11 to maintain and further develop the Digital Media and may elect in conjunction therewith to establish a separate fund for the Digital Marketing Fee and such contribution amounts apart from the System Marketing Fund.

D. If Franchisee fails to pay when due any fees or other amounts payable to Friday's under this Agreement or otherwise fails to comply with any policy or procedure governing the Digital Media, in addition to other remedies, Friday's may, at its option, temporarily disable Franchisee's interior page(s) on the Fridays Websites (or other Digital Media) or Franchisee's ability to accept online or mobile orders and/or mobile payments for the Restaurant, until Franchisee pays its outstanding obligations in full and/or Franchisee fully cures the breach. Franchisee will not have any claim against Friday's or any affiliate arising from Friday's actions pursuant to this Section 11.09 and Franchisee hereby waives any such claim it may at any time have, and releases Friday's and its Affiliates from any liability arising therefrom.

11.10 Digital Assets, E-Mail, Internet, Social Media and Other Media.

A. Friday's (or an Affiliate) alone may establish, maintain, modify or discontinue all Digital Media activities pertaining to the System. Franchisee may not: (i) maintain a presence or advertise on any form of Digital Media in connection with Franchisee's Restaurant, (ii) use any of the Marks or any trademarks that are confusingly similar with the Marks on any form of Digital Media, or (iii) establish a link to any Digital Asset established or maintained by Friday's, without Friday's prior written consent (which may be withheld for any reason). Friday's (or an Affiliate) will own and control all Digital Media initiatives and Digital Assets. Any activities which are not expressly permitted in the Manuals or otherwise in writing, or for which Franchisee has not previously received approval from Friday's, shall be subject to Friday's approval as Local Store Marketing.

B. Notwithstanding the foregoing, in the event Friday's expressly agrees in writing to allow Franchisee to engage in any Digital Media activities, which Friday's has no obligation to do, Franchisee understands, acknowledges and agrees that: (i) Friday's (or an Affiliate) shall be the registrant and exclusive owner of all Digital Assets, and shall have the exclusive right to control all content and access to such Digital Assets; (ii) any right granted by Franchisor (or an Affiliate) to Franchisee in connection with same shall be the right to a limited, non-exclusive, revocable right to access and manage such Digital Assets in accordance with the terms of this Agreement; (iii) Franchisee shall cooperate with Friday's to register Franchisee as an authorized user of such Digital Assets; (iv) Franchisee shall promptly comply with any requests received from Friday's regarding modification or removal of any content on any such Digital Assets; (v) Franchisee shall promptly cancel Franchisee's registration as an authorized user of any such Digital Assets at Friday's request or upon any termination or expiration of this Agreement and take all necessary actions to assign to Friday's (or an Affiliate) all Digital Assets; (vi) Franchisee shall execute any forms or documents that Friday's considers necessary to appoint Friday's as Franchisee's attorney-in-fact with full power and authority for the sole purpose of assigning these rights to Friday's and otherwise to carry out Franchisee's obligations in this Section; (vii) Franchisee must at all times comply with Friday's requirements and policies (as described in the Manuals or otherwise in writing) with respect to all Digital Media and Digital Assets in connection with the Restaurant and the business; and, (viii) Franchisee shall promptly discontinue any advertising or promotion using any Digital Media, whether or not previously agreed to by Friday's, upon notice from Friday's. Franchisee's engaging in any Digital Media or use of any Digital Assets without the written approval of Friday's and/or registration of any Digital Assets in the name of any other entity than Friday's (or an Affiliate) shall constitute an Event of Default.

C. Franchisee agrees not to transmit or cause any other party to transmit consumer advertisements or solicitations by e-mail or other Digital Media without Friday's prior written consent as to: (a) the content of such advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee agrees that it will be solely responsible for complying with any laws pertaining to sending e-mails, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

11.11 Copyrights. Copyright to all advertising and promotional materials that contain any of the Proprietary Marks or that otherwise relate to Fridays Restaurants will belong solely to Friday's regardless of the party that created those materials. For purposes of this provision on ownership of advertising and promotional material, Fridays Websites and all material on Fridays Websites or Social Media including, without limitation, all informational text, photographs, illustrations, artwork, software, music, sound, photographs, graphics, audio, video, messages, files, documents, images or other materials, as well as all derivative works will be considered advertising and promotional material, and will therefore be owned solely by Friday's. Franchisee will (and will cause its employees and agents to) execute all documents required by Friday's to confirm this ownership.

12. INSURANCE

12.01 Procurement of Insurance by Franchisee. Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Restaurant, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Restaurant. When Franchisee commences construction of the Restaurant, Franchisee shall obtain and, throughout the Term, shall maintain in full force and effect that insurance which is required by law or which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Restaurant which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by Section 12.02. Friday's, Sugarloaf Management, LLC, a Texas limited liability company, and any entity with an insurable interest designated by Friday's, shall be named as an additional insured in such policies (with the exception of workers' compensation insurance).

12.02 Minimum Insurance Requirements. All insurance policies shall be written by an insurance company or companies satisfactory to Friday's, in compliance with the standards, specifications, coverages and limits Friday's prescribes at any time and from time to time in the Manuals or otherwise provided to Franchisee in writing. Friday's may periodically increase the minimum required coverage and require different or additional kinds of insurance (including reasonable excess liability insurance, employment practices liability insurance and cyber security insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Franchisee shall receive written notice of such modifications and shall take prompt action to secure the additional coverage or higher policy limits. These policies shall include, at a minimum, the following:

A. Commercial General Liability Insurance providing coverage for bodily injury, personal injury, advertising injury, property damage, products liability, contractual liability, completed operations with a limit of not less than $10,000,000, auto liability insurance on owned, non-owned and hired automobiles with a limit of not less than $10,000,000 and liquor liability/dram shop insurance with a minimum limit of $10,000,000. This insurance shall be on an occurrence based policy form, and may be provided by a combination of primary and excess liability policies;

B. Worker's Compensation Insurance in such amount as may be required by applicable statute or rule, Unemployment Insurance and State Disability Insurance (as required by governing law) for Franchisee's employees, and employer's liability insurance with a limit of not less than $1,000,000;

C. "All Risk" Property Insurance on the Restaurant premises with replacement costs coverage and business interruption insurance covering Friday's fees, with Friday's named as a loss payee on the policy with respect to those fees;

D. Builder's All Risk Insurance in connection with initial construction, a remodeling or refurbishment, relocation or any other substantial construction of the Restaurant. Franchisee shall also maintain performance and completion bonds in forms and amounts, and written by carrier(s), reasonably satisfactory to Friday's;

E. Business Interruption Insurance to cover the rent of the Restaurant premises, previous profit margins, maintenance of competent personnel and other fixed expenses for the duration of the interruption to the Restaurant's operation;

F. Employment Practices Liability Insurance to cover an employer against employment claims made by employees with a limit of not less than $1,000,000;

G. Cyber Liability Insurance to cover a business' liability for a data breach with a limit of not less than $1,000,000;

H. Insurance coverage of such type, nature and scope sufficient to satisfy Franchisee's indemnification obligations under Section 21.01.A below; and

I. Any additional insurance required by Franchisee's landlord or master landlord under the Occupancy Contract.

12.03 General Insurance Requirements. The following general requirements shall apply to each insurance policy that Franchisee is required to maintain under this Agreement:

A. Each liability insurance policy shall be specifically endorsed to provide that the coverages shall be primary and that any insurance carried by Friday's shall be excess and non-contributory. No insurance policy shall contain a provision that in any way limits or reduces coverage for Franchisee in the event of a claim by Friday's or its Affiliates. Each liability insurance policy shall contain either a "cross-liability" or a "separation of insureds" provision.

B. Each insurance policy shall extend to, and provide indemnity for, all obligations and liabilities of Franchisee to third parties and all other items for which Franchisee is required to indemnify Friday's under this Agreement.

C. Each insurance policy shall be written by an insurance company that has received and maintains an A.M. Best Rating of "(A) VII" or better (or comparable ratings from a reputable insurance rating service, in the event such A.M. Best ratings are discontinued or materially altered).

D. No insurance policy shall provide for a deductible amount that exceeds $5,000, unless otherwise approved in writing by Friday's. Coinsurance shall not apply under any insurance policy.

E. Required coverage shall include insurers' waiver of subrogation against Friday's and Franchisee shall waive rights of recovery against Friday's.

12.04 Proof of Insurance. No later than 30 days after the earlier of the date that Franchisee commences construction or renovation of the Restaurant or opens the Restaurant, and on each policy renewal date thereafter, Franchisee shall submit evidence of satisfactory insurance and proof of payment therefor to Friday's. Upon request, Franchisee also shall provide to Friday's copies of all or any policies, and policy amendments and riders.

12.05 No Representations. Franchisee acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by Friday's that only such policies, in such amounts, are necessary or adequate to protect Franchisee from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by Franchisee of its obligations under this Section, shall not relieve Franchisee of liability under the indemnification provisions of this Agreement.

12.06 Procurement of Insurance by Friday's. Should Franchisee, for any reason, fail to procure or maintain at least the insurance required by this Article 12, as revised from time to time pursuant to the Manuals or otherwise in writing, Friday's shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to Franchisee. Franchisee shall reimburse Friday's for all out-of-pocket costs incurred by Friday's in obtaining such insurance on behalf of Franchisee immediately upon Franchisee's receipt of an invoice therefor.

12.07 Blanket Insurance Policies. These insurance requirements may be satisfied by maintaining either individual policies covering only the Restaurant, or blanket insurance policies covering multiple properties, provided that with respect to any blanket insurance policies Franchisee agrees to either immediately reinstate any limits and coverages which are used, reduced or cancelled back up to the blanket policy limits approved by Friday's, or to secure individual policy coverages for the Restaurant satisfying these insurance requirements. Franchisee will deliver to Friday's a schedule of insured locations under any blanket insurance policy together with the related certificates of insurance.

13. ACCOUNTING AND RECORDS

13.01 Franchisee shall prepare and preserve complete and accurate books, records and accounts with respect to the Restaurant. Franchisee shall prepare all such reports or disclosures as required by Friday's in the Manuals or otherwise in writing and maintain and preserve the underlying records of the Restaurant, including, without limitation, sales slips, coupons, purchase orders, invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers for not less than 5 years or such longer period designated by Friday's or required under applicable law, all in the form and manner prescribed by Friday's. Franchisee shall adopt such accounting periods as Friday's shall prescribe. Franchisee's books and records shall be kept and maintained using generally accepted accounting principles ("**GAAP**"), if Franchisee uses GAAP in any of its other operations, or using other recognized accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee.

13.02 Franchisee shall submit to Friday's at the end of each fiscal quarter during each fiscal year (as defined by Friday's in writing from time to time) a Gross Sales remittance report reflecting the amount of Gross Sales from the Restaurant and showing itemized deductions and exclusions from Gross Sales for the Restaurant during the preceding fiscal period, along with profit and loss statements and quarterly and year-to-date balance sheets and cash flow statements, and provide such other sales and financial statements and information as Friday's may request, in such form or method as Friday's may reasonably direct (the "**Financial Reports**"). Franchisee shall also submit to Friday's annual Financial Reports within 30 days after the end of each accounting year.

13.03 Friday's or its designee shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy and audit Franchisee's books, records, and tax returns, and all such other forms, reports, information and data applicable to the System or the operation of the Restaurant as Friday's reasonably may designate. If an inspection or audit discloses an understatement of Gross Sales, Franchisee shall pay Friday's or its designee, within 10 days after receipt of the inspection or audit report, the deficiency in the Royalty Fees, advertising contributions and other amounts owed plus interest (at the rate and on the terms provided in Article 3) from the date originally due until the date of payment.

13.04 If any audit or inspection (i) discloses an understatement of Gross Sales for the period subject to audit of 1% or more or underpayment of the Royalty Fee for the period subject to audit of 5% or more or (ii) is made necessary by Franchisee's failure to furnish reports or supporting records as required under this Agreement on a timely basis, Franchisee shall reimburse (in addition to payment of such Royalty Fee) any and all costs and expenses incurred connected with such audit or inspection, including, without limitation, the charges of attorneys and independent accountants and the costs of Travel Expenses and wages or salaries of Friday's (or its Affiliates') employees or designees involved in the audit or inspection.

13.05 The annual accounting of Gross Sales required in Section 13.02 and other financial statements requested by Friday's shall be audited by an independent certified public accountant or its equivalent to whom Friday's has consented. All financial statements or reports shall be accompanied by a certificate of Franchisee's treasurer or chief financial officer to the effect that such statements or reports fairly and accurately reflect the matters reported therein and are complete and correct.

13.06 Franchisee shall submit to Friday's, for review or auditing, such additional reports, records, data, information and financial statements as Friday's may reasonably designate, in the form and at the times and places reasonably required by Friday's, upon request and as specified from time to time in the Manuals or otherwise in writing.

13.07 All data provided by Franchisee in any form, and whether required by this Section 13 or any other requirement under the System or in the Manuals, including data uploaded to Friday's computer system from the Franchisee's Computer System and/or downloaded from Friday's computer system to the Franchisee's Computer System, is and will be owned exclusively by Friday's, including without limitation, Customer Data (described in Section 10.03), customer lists, any and all loyalty program data and customer lists and e-mail lists, and Friday's will have the right to use such data in any manner that Friday's deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Restaurant (including but not limited to consumer and transaction data), is and will be owned exclusively by Friday's during the Term and following termination or expiration of this Agreement. Copies and/or originals of such data must be provided to Friday's upon Friday's request. Friday's hereby licenses use of such data back to Franchisee, at no additional cost, solely for the Term and solely for Franchisee to use in connection with the operation of the Restaurant. Friday's may use all such information, data, and reports in any manner, including, without limitation, providing financial and operating reports to Franchisee's and operators operating under the System.

13.08 If Franchisee is or becomes a publicly-held entity in accordance with other provisions of this Agreement, Franchisee shall send to Friday's copies of all reports (including responses to comment letters) or schedules that Franchisee may file with the U.S. Securities and Exchange Commission (certified by Franchisee's chief executive officer to be true, correct, complete and accurate) and copies of any press releases it may issue, within 3 days of the filing of those reports or schedules or the issuance of those releases.

13.09 The foregoing remedies shall be in addition to all other remedies and rights available to Friday's under this Agreement or applicable law

14. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES

14.01 Franchisee and as applicable, each Principal, represents, warrants and covenants to Friday's as follows:

A. Franchisee is a corporation or partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with all requisite power and authority to own, operate and lease its assets (real or personal), to carry on its business, to enter into this Agreement and perform its obligations hereunder. Franchisee is duly qualified to do business and is in good standing in each jurisdiction in which its business or the ownership of its assets requires.

B. The execution, delivery and performance by Franchisee of this Agreement and all other agreements contemplated herein has been duly authorized by all requisite corporate or partnership action and no further action is necessary to make this Agreement or such other agreements valid and binding upon it and enforceable against it in accordance with their respective terms. None of the execution, delivery or performance by Franchisee of this Agreement or any other agreements contemplated herein will conflict with, or result in a breach of, any term or provision of Franchisee's certificate or articles of incorporation, corporate charter, by-laws or partnership agreement or under any indenture, mortgage, deed of trust or other contract or agreement to which Franchisee is a party or by which it or any of its assets are bound, or breach any order, writ, injunction or decree of any court, administrative agency or governmental body.

C. Certified copies of Franchisee's certificate or articles of incorporation, corporate charter, by-laws partnership agreement, other governing documents and any amendments thereto, including board of director's or partner's resolutions authorizing this Agreement, each translated into the English language, have been delivered to Friday's, unless such delivery and/or translation requirement has been expressly waived by Friday's in writing.

D. A list of the shareholders or partners of Franchisee, including the number and type of shares owned by each shareholder or units owned by each partner, has been delivered to Friday's and Franchisee and each Principal hereby represents to Friday's that the information contained in such list is accurate in all material respects.

E. Neither Franchisee nor any Principal is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (currently located at http://www.treasury.gov/about/organizational- structure/offices/Pages/ Office-of-Foreign-Assets-Control.aspx), and Franchisee and each Principal shall immediately notify Friday's in writing immediately upon of the occurrence of any event or the development of any circumstance that would render any of the representations, warranties and covenants contained in this Section 14.01.E. false, inaccurate or misleading.

F. Franchisee and each Principal represents that it has made itself aware of the requirements of the United States Foreign Corrupt Practices Act ("**FCPA**"), and all laws relating to anti-corruption and anti-money laundering promulgated by any governmental entity within the country in which Franchisee operates (collectively, "**Anti-Corruption Laws**"), and that neither Franchisee nor any Principal has received at any time within the past 5 years any inquiry or other communication from any Person regarding its or any other entity or Person's alleged, or potential violation of, or failure to comply with, any Anti-Corruption Laws. Franchisee and each Principal agrees that it shall not, nor permit any of its Affiliates to, take any action that could violate, or expose Friday's to liability under, any Anti-Corruption Laws, and Franchisee represents and covenants that it will maintain an internal accounting controls system to provide reasonable assurances that violations of Anti-Corruption Laws will be prevented, detected, and deterred. Franchisee and each Principal acknowledges receipt of a copy of Friday's FCPA and International Anti-Corruption Compliance Policy (the "**Anti-Corruption Policy**"), and covenants that it shall ensure that it and its Affiliates will perform their respective obligations under this Agreement in compliance with the Anti-Corruption Policy. Franchisee and each Principal shall, from time to time at Friday's reasonably request, execute and deliver to Friday's a certification of its ongoing compliance with the Anti-Corruption Policy, and shall notify Friday's in writing immediately upon the occurrence of any event that would render any of the representations, warranties and covenants contained in this Section 14.01.F. inaccurate.

15. FRANCHISEE'S COVENANTS

15.01 Franchisee affirmatively covenants and agrees with Friday's as follows:

A. Franchisee shall perform its duties and obligations hereunder and shall require (i) its Restaurant managers to dedicate their respective full time and best efforts to management, operation, supervision and promotion of the Restaurant, (ii) each Director of Operations and Multi-Unit Manager to dedicate their respective full time and best efforts to the management, operation, supervision and promotion of Franchisee's TGI Friday's restaurants.

B. Franchisee shall comply with all requirements of applicable laws, rules, regulations and ordinances, including specifically all laws, rules and regulations relating to the sale and service of alcohol.

C. Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee and all required personnel shall obtain and maintain all necessary and required licenses and certificates for food service and food handling as may be required by applicable local rules and regulations, the Standards and the Manuals. Franchisee must participate in any food safety and brand standard audit program specified by Friday's at Franchisee's expense. Franchisee shall promptly furnish to Friday's a copy of any inspection report, warning, citation or other rating issued by any governmental agency that indicates any condition that, if uncured, will endanger the Restaurant's right to continue operation.

D. The right to operate a Restaurant pursuant to this Agreement is conditioned upon the ability of Franchisee to obtain and maintain required state and/or local licenses permitting the sale of alcoholic beverages at the Restaurant. Franchisee agrees to use its best efforts to obtain such licenses and maintain same in good standing during the Term. In the event that Franchisee is prohibited by a governmental authority from offering alcoholic beverages at the Restaurant (other than routine occasions on which Franchisee is prohibited by applicable law from offering alcoholic beverages for sale from the Restaurant, such as a local prohibition on the sale of alcoholic beverages on Sunday), including, but not limited to, violations of federal, state or local liquor laws, then, at the option of Friday's, this Agreement shall be immediately terminated upon receipt by Franchisee of written notice from Friday's to such effect.

E. Franchisee must comply at all times with Friday's then-current Crisis Response Manual. If an event occurs at the Restaurant that has or reasonably may cause harm or injury to customers, guests or employees in the sole opinion of Friday's (*i.e.*, food spoilage/poisoning, food tampering/sabotage, slip and fall injuries, natural disasters, robberies, shootings, etc.) or may damage the Proprietary Marks, the System or the reputation of Friday's (collectively "**Crisis Situation**"), Franchisee shall: (a) immediately contact appropriate emergency care providers to assist Franchisee in curing the harm or injury; and (b) immediately inform Friday's by telephone of the Crisis Situation. Franchisee shall refrain from making any internal or external announcements (*i.e.*, no communication with the news media) regarding the Crisis Situation (unless otherwise directed by Friday's or public health officials). To the extent Friday's deems appropriate, in its sole and absolute discretion, Friday's or its designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media, providing care for injured persons and/or temporarily closing the Restaurant. The parties acknowledge that, in directing the management of any Crisis Situation, Friday's or its designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as it deems appropriate. Franchisee and its employees shall cooperate fully with Friday's or its designee in its efforts and activities in this regard and shall be bound by all further Crisis Situation procedures developed by Friday's from time to time hereafter. The indemnification under Section 21 shall include all losses and expenses that may result from the exercise by Friday's or its designee of the management rights granted in this Section 15.01.E.

15.02 Franchisee and each Principal shall receive valuable and unique training, trade secrets and the Confidential Information. Franchisee and each Principal acknowledge (i) that such training, trade secrets and the Confidential Information (a) are essential to the development of the Restaurant and (b) provide a competitive advantage to Franchisee, (ii) access to such training, trade secrets and the Confidential Information is a primary reason for their execution of this Agreement, and (iii) Friday's 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 TGI Fridays restaurants.

A. In consideration thereof, Franchisee and each Principal covenant that, during the Term and for a period of two (2) years after the expiration, transfer or termination of this Agreement, neither Franchisee nor any Principal shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(1) directly or indirectly, own, maintain, operate, advise, invest in, make loans to, or have any interest in any Competing Business; and

(2) Divert or attempt to divert any business or customer, or potential business or customer, of any restaurant franchised or operated by Friday's or its Affiliates to any competitor, by direct or indirect inducement or otherwise

B. During the Term, there is no geographical limitation on the restrictions set forth in Section 15.02.A. For a continuous two-year period following the expiration, termination or transfer of this Agreement, the restrictions set forth in Section 15.02.A shall apply within: (a) a three-mile radius of the Site; and (b) within a three-mile radius of any then-existing Fridays Restaurant, except as otherwise approved in writing by Friday's. These restrictions shall not apply to Franchisee's existing restaurant or foodservice operations, if any, which are identified in this Agreement, nor shall it apply to other restaurants operated by Franchisee that are franchised by Friday's or its Affiliates.

C. If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If, at any time during the two-year period following expiration, termination or Transfer of this Agreement, Franchisee fails to comply with its obligations under this Section, that period of noncompliance will not be credited toward Franchisee's satisfaction of the two-year obligation.

D. Franchisee further covenants and agrees that, during the Term and for a period of two continuous years following the expiration, termination or Transfer of this Agreement, Franchisee will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease or transfer the Site to any person, firm, partnership, corporation, or other entity which Franchisee knows, or has reason to know, intends to operate a restaurant business at the Site that would violate Section 15.02. Franchisee, by the terms of any conveyance selling, assigning, leasing or transferring its interest in the Site, shall include these restrictive covenants as are necessary to ensure that a restaurant business that would violate Section 15.02 is not operated at the Site for this two-year period, and Franchisee shall take all steps necessary to ensure that these restrictive covenants become a matter of public record

E. Section 15.02.A(1) shall not apply to the acquisition by Franchisee of an interest for an investment of only 5% or less of the capital stock of any publicly held Entity if such owner is not a director, officer or manager thereof or consultant thereto. If necessary to meet applicable laws, Friday's has the absolute right to reduce the area, duration or scope of any covenant contained in Section 15.01 without Franchisee's or any Principal's consent, effective upon notice to Franchisee. Franchisee and each Principal shall comply with any covenant as so modified.

F. In addition to any other remedies or damages permitted under this Agreement, if Franchisee breaches Sections 15.02.A, 15.02.B, or 15.02.D ("**Covenants Against Competition**") during the Term or during the continuous two-year period following the expiration, termination or Transfer of this Agreement, for each restaurant business that violates those Sections, Franchisee shall pay to Friday's: (1) a fee equal to Friday's then-current franchise fee for franchised Fridays Restaurants; and (2) 8% of the Gross Sales of that restaurant business until the expiration of the continuous two-year period following the expiration, earlier termination, or Transfer of this Agreement. Franchisee acknowledges that a precise calculation of the full extent of Friday's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section 15.02.F is reasonable. Franchisee's payment to Friday's under this Section shall be in addition to any attorneys' fees and other costs and expenses to which Friday's is entitled pursuant to the terms of this Agreement. Franchisee acknowledges that breach of the Covenants Against Competition by Franchisee shall cause irreparable harm to Friday's in addition to monetary damages and nothing in this Section 15.02.F shall preclude Friday's from obtaining appropriate injunctive relief to enforce the Covenants Against Competition and specific performance to enforce this Section 15.02.F.

G. Friday's shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 15 effective immediately upon Franchisee's receipt of written notice, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 28.

H. At Friday's request, Franchisee shall require and obtain the execution of covenants similar to those set forth in this Section 15.02 (including covenants applicable upon the termination of an individual's relationship with Franchisee) from certain third parties such as any officer, partner, member, manager, employee or Principal of Franchisee and/or its Affiliates. Every covenant required by this Section 15.02.H shall be in a form satisfactory to Friday's, including, without limitation, specific identification of Friday's as a third party beneficiary of such covenants with the independent right to enforce them. Friday's current form of Covenant and Agreement for Confidentiality Agreement is attached as Exhibit B to the Development Agreement pursuant to which this Agreement is entered into. Failure by Franchisee to obtain execution of a covenant required by this Section 15.02.H shall constitute a material breach of this Agreement.

I. The restrictions contained in this Section 15.02 shall apply to Franchisee and Franchisee's Principals. With respect to Principals, these restrictions shall apply for a two-year period after any Principal is released in writing from all obligations under this Agreement. The existence of any claim Franchisee or any Principal may have against Friday's or its Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Friday's of the covenants in this Section 15.02. The preceding sentence, however, does not constitute a waiver of any such claim.

15.03 Franchisee's representations, warranties, covenants and agreements herein are (i) independent of each other, and (ii) continuing representations, warranties, covenants and agreements, each of which shall survive the expiration or termination of this Agreement.

16. TRANSFER

16.01 Friday's may assign this Agreement, or any of its rights or obligations herein, to any Person without Franchisee's or any Principal's consent; provided, however, that any such assignment shall not affect Franchisee's rights hereunder. In addition, Friday's shall have the right to delegate performance of any and all of its obligations and duties under this Agreement. Without limiting the foregoing, Franchisee acknowledges that Friday's may sell its assets (including its rights in the Proprietary Marks and the System) to a third party; may offer its securities privately or publicly; may merge, acquire other Persons or be acquired by another Person; and may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the above sales, assignments and dispositions, Franchisee and each Principal expressly and specifically waives any claims, demands, or damages against Friday's or its Affiliates arising from or related to Friday's transfer of its rights in this Agreement, the Proprietary Marks or the System to any other party.

16.02 A. Franchisee and each Principal acknowledge that Franchisee's rights and obligations herein are personal to Franchisee and that Friday's has entered into this Agreement relying upon the business skill, experience and aptitude, financial resources and reputation of Franchisee and each

Principal. Therefore, neither Franchisee nor any Principal, or their respective successors or permitted assigns, shall complete, or allow to be completed, any Transfer without Friday's prior written consent. Any purported Transfer, by operation of law or otherwise, without Friday's prior written consent shall be null and void and constitute an Event of Default.

B. Friday's may require satisfaction of any or all of the following conditions, and such other conditions as Friday's may reasonably require, prior to consenting to any Transfer:

(1) (i) no Event of Default shall have occurred under this Agreement and be continuing and (ii) no event shall have occurred under this Agreement which, with the giving of notice or lapse of time, or both, would constitute an Event of Default;

(2) Franchisee and each Principal shall deliver a general release of any and all Claims against the Indemnitees, including, without limitation, claims arising under this Agreement or under applicable laws, rules, and ordinances, in a form acceptable to Friday's;

(3) Franchisee and any affected Principal shall remain liable for the performance of its obligations, covenants and agreements herein through the date of Transfer and shall execute all instruments reasonably requested by Friday's to evidence such liability;

(4) the transferee and all owners of any record or beneficial interest in transferee's Equity Interests shall (i) make each of the representations and warranties of Franchisee and each Principal set forth herein; (ii) assume full, unconditional, joint and several liability for, and agree to perform from the date of Transfer, each of Franchisee's and each Principal's obligations, covenants and agreements herein; and (iii) execute all instruments (in a form acceptable to Friday's) reasonably requested by Friday's to evidence the foregoing;

(5) the transferee shall satisfy, in Friday's reasonable judgment, Friday's then-existing criteria for similarly situated franchisees or principals, including, without limitation: (i) education; (ii) business skill, experience and aptitude; (iii) character and reputation; and (iv) financial resources;

(6) the transferee and all of its owners shall execute (without extending the Term) the standard form of franchise agreement then being offered to new similarly situated System franchisees or other form of this Agreement and such other ancillary agreements as Friday's may request, all of which shall supersede this Agreement and its ancillary documents and the terms of which may differ from the terms hereof including, without limitation, higher Franchise Fees and Royalty Fees and advertising contributions;

(7) the transferee at its sole cost and expense shall (i) repair or replace the Furnishings and (ii) shall offer such products and services such that the Restaurant's appearance and operations reflect the then-current Standards and image of the System;

(8) at the transferee's expense, the transferee's Representative, any Multi-Unit Manager(s), Director of Operations, Project Manager, general manager(s) and other managers shall complete such training as then required (if not previously trained pursuant to the terms hereof), upon such terms and conditions as Friday's may reasonably require; and

(9) Franchisee shall pay to Friday's a non-refundable transfer fee in the amount of $5,000 (the "**Transfer Fee**"), plus reimbursement of all out-of-pocket expenses in excess of the

Transfer Fee (including without limitation associated with background checks of not more than $3,500 per check Friday's generates or has generated for each individual or entity searched).

16.03 Franchisee and each Principal agree that (i) Friday's shall have and is hereby granted a right of first refusal and option with respect to any Transfer; (ii) should any Principal desire to accept a bona fide offer to Transfer or should Franchisee desire to issue or sell any new Equity Interests, such party shall promptly notify Friday's thereof and shall provide such information and documents relating thereto as Friday's may require; (iii) within 30 days after receipt of such notice and documents, Friday's may notify such party that it intends to complete such Transfer upon such terms and conditions (provided, however, that such transaction shall be consummated within a reasonable period of time after Friday's has given such notice); (iv) any material change in the terms of any offer or any change in the identity of the proposed transferee shall constitute a new offer subject to Friday's right and option; and (v) Friday's failure to exercise such right and option shall not constitute a waiver of such right and option with respect to future offers.

16.04 If any Principal is a natural Person, Franchisee shall promptly notify Friday's of the death or permanent disability of such Principal. Any Transfer upon death or permanent disability shall be subject to the terms and conditions described in Sections 16.02 and 16.03 and shall be completed prior to a date which is (i) 1 year after date of death or (ii) 90 days after the date such Principal becomes permanently disabled.

16.05 Friday's consent to any Transfer shall not constitute a waiver of (i) any Claims it may have against the transferor or (ii) the transferee's compliance with the terms hereof or (ii) Friday's right to give or withhold approval to future Transfers.

17. CONSENT AND WAIVER

17.01 When required, Franchisee or any Principal shall make written request for Friday's consent in advance and such consent shall not be deemed given by Friday's unless set forth in writing. Friday's consent shall not be unreasonably withheld, except as expressly provided herein.

17.02 Except as expressly made herein, Friday's makes no representations or warranties upon which Franchisee or any Principal may rely and assumes no liability or obligation to Franchisee, any Principal or any third party by providing any waiver, approval, advice, consent or services to Franchisee or due to any delay or denial thereof.

18. DEFAULT AND REMEDIES

18.01 Each of the following shall constitute an "**Event of Default**" by Franchisee:

(i) failure to make any Payment on or before the date payable;

(ii) failure to (a) commence or timely complete construction of the Restaurant or (b) open and thereafter continually operate the Restaurant as described herein;

(iii) the breach or falsity of any representation or warranty herein;

(iv) failure to deliver any executed covenant reasonably requested by Friday's pursuant to the express terms hereof;

(v) failure to comply with or perform any of its covenants, obligations and agreements herein;

(vi) failure to meet or maintain the Standards;

(vii) any Transfer that (a) occurs other than as provided in Article 16;

(viii) Franchisee (a) is adjudicated, or is, bankrupt or insolvent, (b) makes an assignment for the benefit of creditors, or (c) seeks protection from creditors by petition in bankruptcy or otherwise or there is filed against Franchisee a similar petition which is not dismissed within 30 days;

(ix) the appointment of a liquidator or receiver that is not dismissed within 30 days of appointment to liquidate (a) all or substantially all of Franchisee's assets or (b) the Restaurant;

(x) Franchisee or any Principal pleads guilty to or is convicted of (in any country) a felony or a crime involving moral turpitude or any other crime or offense that Friday's reasonably believes is likely to adversely affect the System or the goodwill associated therewith or Friday's interest therein; or

(xi) notwithstanding the previous cure of such Events of Defaults, any (a) 2 or more Events of Default shall arise under any subsection of this Section 18.01 or (b) 3 or more Events of Default shall arise under this Section 18.01, in any continuous 12-month period.

Friday's shall not exercise any remedies available hereunder with respect to the following described Events of Default unless such Events of Default remain uncured after notice from Friday's thereof and the expiration of the following cure periods:

(a) with respect to any Event of Default arising under Section 18.01 (i) - 10 days; or

(b) with respect to any Event of Default arising under subsections 18.01 (ii) through (vi) - 30 days.

There shall be no cure periods with respect to Events of Default arising under subsections 18.01 (vii) through (xi), and Friday's shall have unlimited right to exercise its remedies.

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period before termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

18.02 A. Upon the occurrence of an Event of Default, Friday's may terminate this Agreement and all rights granted, without waiving any claim for damages suffered by Friday's, or other rights, remedies or claims.

B. Notwithstanding the preceding Section 18.02.A, with respect to an Event of Default under Section 18.01(ii)(b), the parties agree that the amount of damages which Friday's would incur as the result of the premature closure of the Restaurant would be difficult, if not impossible, to accurately ascertain. Accordingly, in the event of such an Event of Default, within 30 days following such closure, Franchisee and/or its Principals shall pay to Friday's an amount equal to the average monthly Royalty Fees and advertising contributions incurred by Franchisee during the 36 months immediately preceding such closure, multiplied by the lesser of (i) 36 months or (ii) the number of months remaining in the Term ("**Early Termination Damages**"). If Franchisee has not operated the Restaurant for 36 months, the Early

Termination Damages will be calculated by using the average monthly Royalty Fees and advertising contributions incurred by Franchisee for the number of months that the Restaurant was in operation. The Early Termination Damages shall constitute liquidated damages and are not to be construed as a penalty and shall be the joint and several liability of Franchisee and each Principal. Franchisee and Friday's acknowledge and agree that the Early Termination Damages are a reasonable estimation of the damages that would be incurred by Friday's resulting from or arising out of the premature closure of the Restaurant, are intended to fully compensate Friday's only for any and all damages related to or arising out of the premature closure of the Restaurant, and shall not constitute an election of remedies, waiver of any default under this Agreement, nor waiver of Friday's claim for other damages and/or equitable relief arising out of Franchisee's breach of this Agreement. Friday's is not required to impose Early Termination Damages and may, in addition or in lieu thereof, pursue other remedies available to Friday's under the terms and conditions of this Agreement, in equity or at law.

<u>18.03</u> In the event that Friday's elects not to terminate this Agreement, Friday's may exercise one or more of the following remedies or such other remedies specified elsewhere in this Agreement or as may be available at law or in equity:

A. cure such Event of Default at Franchisee's expense and, in connection therewith, Franchisee (i) hereby grants to Friday's all rights and powers necessary or appropriate to accomplish such cure; (ii) shall indemnify and hold the Indemnitees harmless from and against all costs, expenses (including reasonable fees of counsel and other engaged professionals), liabilities, claims, demands and Actions (including Actions of third parties) incurred by or alleged against any Indemnitee in connection with Friday's cure; and (iii) shall reimburse or pay such costs or damages within 10 days of receipt of Friday's invoice therefor;

B. with respect to an Event of Default under 18.01(ii)(a), the parties agree that the amount of damages which Friday's would incur as the result of the delayed opening of the Restaurant would be difficult, if not impossible, to accurately ascertain. Accordingly, in the event of such an Event of Default, Friday's may, at its discretion, require Franchisee to pay Friday's or its designee a sum equal to the amount of Royalty Fees and other fees that would have been paid to Friday's had Franchisee timely opened the Restaurant to the public for business, calculated based on the average unit gross sales volume for all TGI Fridays restaurants for the calendar year preceding the year in which the default has been declared.

C. temporarily remove information concerning the Restaurant from any Digital Media operated for the network of Fridays Restaurants, and/or restrict Franchisee's participation in other programs or benefits offered on or through any such Digital Media;

D. temporarily suspend Franchisee's right to participate in any advertising, marketing, promotional, or public relations programs that Friday's or the System Marketing Fund provides, authorizes, or administers;

E. withhold the provision of any services required to be performed by Friday's under this Agreement for a period of time determined by Friday's in its sole discretion;

F. assess a non-compliance fee in the amount of 1% of the Gross Sales of the Restaurant for each month in which that non-compliance has occurred or continued for one or more days, in order to compensate Friday's for damage to the reputation of Fridays Restaurants, the Proprietary Marks and the entire System; and,

G. at Franchisee's expense, require Franchisee, Franchisee's Representative, the Restaurant's general manager, and/or the kitchen manager to attend and successfully complete the Owner's Orientation Program and/or Friday's training program required for general managers.

18.04 Friday's may, in addition to pursuing any other remedies, specifically enforce such obligations, covenants and agreements or obtain injunctive or other equitable relief in connection with the violation or anticipated violation of such obligations, covenants and agreements without the necessity of showing (i) actual or threatened harm; (ii) the inadequacy of damages as a remedy; or (iii) likelihood of success on the merits, and without being required to furnish bond or other security. Nothing in this Agreement shall impair Friday's right to obtain equitable relief.

18.05 Recognizing that the failure of Franchisee to meet the Standards required in the System may endanger the reputation and operations of other TGI Fridays restaurants as well as potentially endanger the general public, Franchisee and Friday's agree that if the operations at the Restaurant fall below the Standards required in the System, Friday's may, in its sole discretion, in addition to and not in lieu of its right to terminate this Agreement, require that Franchisee discontinue all operations at the Restaurant and close the Restaurant to the public until Franchisee is able to establish to Friday's reasonable satisfaction that operations at the Restaurant meet or exceed the Standards required in the System.

18.06 Friday's rights and remedies shall be cumulative, and not exclusive, of any other right or remedy described herein or available at law or in equity. The expiration or termination of this Agreement shall not release Franchisee or any Principal from any liability or obligation then accrued or any liability or obligation continuing beyond, or arising from, such expiration or termination. Franchisee and each Principal agree that Friday's exercise of the rights and remedies set forth herein are reasonable.

18.07 Friday's failure to exercise any right or remedy or to enforce any obligation, covenant or agreement herein shall not constitute a waiver by, or estoppel of, Friday's right to enforce strict compliance with any such obligation, covenant or agreement. No custom or practice shall modify or amend this Agreement. Friday's waiver of, or failure or inability to enforce, any right or remedy shall not impair Friday's rights or remedies with respect to subsequent Events of Default of the same, similar or different nature. Friday's delay, forbearance or failure to exercise any right or remedy in connection with any Event of Default or default by other franchisees shall not affect, impair or constitute a waiver of such rights or remedies. Acceptance of any Payment shall not waive any Event of Default.

18.08 Franchisee and each Principal shall, jointly and severally, pay all costs and expenses (including reasonable fees of counsel and other engaged professionals) incurred by Friday's in successfully enforcing this Agreement. The existence of any Claims, demands or Actions which either Franchisee or any Principal may have against Friday's or any Affiliate or designee, whether arising from this Agreement or otherwise, shall not constitute a defense to Friday's enforcement of Franchisee's or any Principal's representations, warranties, covenants, agreements or obligations herein.

18.09 LIMITATION OF FRIDAY'S LIABILITY TO FRANCHISEE. FRANCHISEE AND EACH PRINCIPAL ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL FRIDAY'S (INCLUDING ANY AFFILIATE, SUBSIDIARY OR AGENT OF FRIDAY'S) MAXIMUM AGGREGATE LIABILITY TO FRANCHISEE AND PRINCIPALS (INCLUDING THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND AGENTS) UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FRIDAY'S

FROM FRANCHISEE HEREUNDER DURING THE 1-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

19. OBLIGATIONS UPON TERMINATION OR EXPIRATION

19.01 Upon any termination or expiration of this Agreement, all rights granted to Franchisee herein shall immediately terminate and Franchisee shall: (i) immediately cease to operate the Restaurant under the System; (ii) immediately cease to use (subject to other franchise agreements executed pursuant to the Development Agreement (if then in effect)) (a) any Confidential Information; (b) the System, Manuals, and the Standards; and (c) the Proprietary Marks and other distinctive signs, symbols and devices associated with the System; (iii) immediately deliver to Friday's all Confidential Information and all copies thereof, retaining copies thereof only as reasonably required to comply with law; (iv) cancel any assumed name or equivalent registration which contains any of the Proprietary Marks or any other name, service mark or trademark of Friday's or any Affiliate; (v) promptly pay all Payments owing to Friday's and its Affiliates, including interest on overdue monies; and (vi) furnish evidence of compliance with these obligations within 5 days after any termination hereof.

19.02 Franchisee grants to Friday's the option, exercisable upon notice within 30 days after any such termination or expiration of this Agreement, to acquire Franchisee's rights to the Site and, if applicable, Franchisee's rights and obligations under the Occupancy Contract. If Friday's exercises such option, Friday's may (but shall have no obligation to), within 30 days after taking possession of the Restaurant premises, purchase the Furnishings at Franchisee's then current book value or fair market value, whichever is less, free and clear of all liens, encumbrances or claims. If the parties cannot agree on the fair market value within 15 days, fair market value shall be determined by arbitration pursuant to Section 20.01 (which arbitration proceedings shall be restricted as narrowly as possible to such valuation and conducted on an urgently expedited basis so as not to frustrate the purpose of this Section 19.02). Friday's purchase shall be completed no later than 30 days after the book and fair market value are established (by agreement or arbitration). The parties shall execute such instruments of conveyance or transfer as reasonably required by Friday's. If Friday's does not elect to purchase the Furnishings, Franchisee shall, at its expense, remove the Furnishings from the Restaurant within 10 days after notice or 40 days after Friday's has taken possession of the Restaurant premises, whichever first occurs. If Franchisee fails to so remove the Furnishings, Friday's may remove same at Franchisee's expense. If Friday's does not exercise its option to acquire the Site or Occupancy Contract, Franchisee shall, within 30 days after any termination or expiration of this Agreement, make such alterations to the Restaurant as may be necessary, in Friday's reasonable judgment, to distinguish the appearance of the Site from that of other TGI Fridays restaurants in the System, including, but not limited to: (i) removal of distinctive decorative elements, such as, wall graphics, and lighting and glass elements; (ii) removal of striped outside awnings; (iii) removal of signage and distinctive exterior architectural elements; and (iv) removal of all items, such as menus, recipes or any other items bearing any Proprietary Mark and all other proprietary items or inventory, including, without limitation, china, service ware, uniforms, tablecloths and spice packs.

19.03 Until all Payments are made and any damages, costs or expenses incurred or suffered by Friday's and its designees have been paid, Friday's shall have, and Franchisee shall be deemed to have granted, a lien against any and all of the Furnishings and Franchisee's interest in the Occupancy Contract and Site.

19.04 Franchisee and each Principal shall, jointly and severally, pay all costs and expenses (including reasonable attorneys' fees) incurred by Friday's and its designees in connection with the successful enforcement of this Article 19. If Franchisee fails to comply with this Article 19, Friday's may enter upon the Site, without being guilty of trespass or otherwise liable, for the purpose of making or causing to be made such alterations at Franchisee's expense.

19.05 Franchisee will, at the option of Friday's, assign to Friday's all rights to (i) the telephone numbers of the Restaurant and any related and other business listings and (ii) all e-mail addresses, URLs, domain names, internet listings, and internet accounts related to the Restaurant upon the termination or expiration of this Agreement. Furthermore, Franchisee will execute any forms or documents that Friday's considers necessary to appoint Friday's as Franchisee's attorney-in-fact with full power and authority for the sole purpose of assigning these rights to Friday's and otherwise to carry out Franchisee's obligations in this Article 19.

20. DISPUTE RESOLUTION

20.01 Both Friday's and Franchisee will attempt in good faith to settle any controversies, disputes or claims arising between Franchisee and Friday's or any of their Affiliates, officers, directors, shareholders, partners, agents, employees and attorneys (in their representative capacity) arising out of or related to the relationship of the parties hereto, this Agreement or any provision hereof, or the validity of this Agreement or any provision hereof (collectively, a "**Claim**"). If Friday's and Franchisee are unable to do so, they hereby agree to submit the Claim (except as set forth in Section 20.03 below) to non-binding mediation before a single mediator to be administered by the American Arbitration Association ("**AAA**") in Dallas, Texas. The mediator shall be agreed upon by the parties and, failing such agreement within a reasonable period of time (not to exceed fifteen (15) days) after either party has notified the other of its desire to seek mediation, appointed by the AAA in accordance with its rules governing mediation. Unless otherwise agreed by the parties, a mediator appointed by the AAA must have knowledge and experience relating to domestic franchising and the restaurant industry unless no such mediators are available. No mediator chosen pursuant to this Section 20.01 shall be related to or affiliated with Friday's, Franchisee, either party's affiliates, any of Franchisee's Principals, or any officer, director, employee, agent or representative of the foregoing. The costs and expenses of mediation, including compensation of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the Claim within sixty (60) days after the mediator has been appointed, unless such time period is extended by written agreement of the parties or if either party fails to attend the mediation, then either party may institute a legal action in accordance with Section 20.02 below.

20.02 The parties agree that, to the extent any disputes cannot be resolved pursuant to Section 20.01 above, Franchisee shall file any suit against Friday's only in the federal or state court located in Dallas County, Texas; and Friday's may file suit in the federal or state court having jurisdiction in Dallas County, Texas or in the jurisdiction where Franchisee resides or does business or where the Restaurant is or was located or where the claim arose. Franchisee consents to the personal jurisdiction of those courts over Franchisee and to venue in those courts.

20.03 Furthermore, notwithstanding anything to the contrary in this Section 20, Friday's and the Affiliates have the right to commence a civil action in any court of competent jurisdiction against Franchisee or take other appropriate action for the following reasons: (i) to collect sums of money due to Friday's or the Affiliates; (ii) for infringement of the Proprietary Marks or other violation of Friday's or the Affiliates intellectual property rights; (iii) to compel Franchisee to compile and submit required reports to Friday's; (iv) to permit evaluations or audits authorized by this Agreement; or (v) to seek any indemnification protection provided pursuant to Section 21 below.

20.04 The internal laws of the State of Texas (without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Agreement and its exhibits and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom. Franchisee and each Principal hereby irrevocably consent to personal jurisdiction in any court of competent jurisdiction in which Friday's may elect to bring an Action pursuant to the provisions of this Agreement (including, without limitation, the state and federal courts located in Dallas County, Texas, U.S.A.) and Franchisee and each Principal hereby irrevocably waive, to the fullest extent permitted by law, any objection to venue in any such court (including, without limitation, the state and federal courts located in Dallas County, Texas, U.S.A.).

20.05 Neither Franchisee, its Principals nor any of their respective officers, directors, members, owners, shareholders, management, employees, contractors and/or representatives (the "**Franchisee Party(ies)**") shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other franchisee, franchise owner, franchisee guarantor, or other claimant, nor will Franchisee or any other Franchisee Party maintain any action or proceeding against Friday's and the other Indemnitees in a class action, whether as a representative or as a member of a class or purported class, nor will Franchisee or any other Franchisee Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against Friday's or the other Indemnitees with any other litigation against Friday's or such other Indemnitee.

20.06 Franchisee and each Principal recognize that their failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to Friday's, its Affiliates and the System. Therefore, Franchisee and each of its Principals agree that, notwithstanding anything to the contrary in this Section 20.06, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee or any of its Principals, Friday's shall be entitled to seek and obtain injunctive relief (both preliminary and permanent) in any court of competent jurisdiction without submitting a Claim to mediation under Section 20.01 above restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by Friday's shall be in addition to, and not in lieu of, all remedies and rights that Friday's otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

20.07 In the event of a dispute between Friday's and Franchisee or any of its Principals, the parties have waived their right to a jury trial.

20.08 **EXCEPT FOR PAYMENTS OWED BY ONE PARTY TO THE OTHER, AND UNLESS PROHIBITED BY APPLICABLE LAW, ANY LEGAL ACTION OR PROCEEDING (INCLUDING THE OFFER AND SALE OF A FRANCHISE TO FRANCHISEE) BROUGHT OR INSTITUTED BY FRANCHISEE OR ANY PRINCIPAL WITH RESPECT TO ANY DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT OR WITH RESPECT TO ANY BREACH OF THE TERMS OF THIS AGREEMENT MUST BE BROUGHT OR INSTITUTED WITHIN A PERIOD OF 1-YEAR AFTER THE INITIAL OCCURRENCE OF ANY ACT OR OMISSION THAT IS THE BASIS OF THE LEGAL ACTION OR PROCEEDING, WHENEVER DISCOVERED.**

20.09 No right or remedy conferred upon or reserved to Friday's or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 20.09 shall survive the expiration or earlier termination of this Agreement.

20.10 If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred during, prior to, in preparation for, in contemplation of, or after the filing of the proceeding.. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

21. INDEMNIFICATION

21.01 A. Franchisee and each Principal shall indemnify, defend and hold harmless, to the fullest extent permitted by law, the Indemnitees, from all Losses and Expenses incurred in connection with any Action or any settlement thereof (whether or not a formal proceeding has been instituted and without regard to the cause thereof or any negligence or strict liability of any Indemnitee) arising directly or indirectly from, as a result of, or in connection with: (1) Franchisee's, any Principal's, or any of their respective Affiliates', officers', directors', shareholders', agents', employees', contractors', partners', or representatives': (i) infringement, alleged infringement, or any other violation or alleged violation of any patent, mark, or copyright or other proprietary right owned or controlled by third parties; (ii) violation, breach or asserted violation or breach of any applicable international, federal, state, or local law, rule, regulation, standard or directive or any industry standard; (iii) libel, slander or any other form of defamation of Friday's or the System; (iv) violation or breach of any warranty, representation, agreement, covenant, or obligation in this Agreement; (v) acts, errors or omissions in connection with the activities contemplated under this Agreement; or (vi) sale of alcoholic beverages, including but not limited to, all claims for overservice, service to a minor, failure to train, or any other theory of liability that may be asserted against Friday's and the Indemnitees; (vii) any unauthorized use of Customer Data; and (2) (i) the alleged failure to provide adequate security or adequate security training; or (ii) any and all labor claims that the Franchisee or employees or independent contractors of Franchisee, the Principals or their respective Affiliates may bring against Friday's or the Indemnitees, as well as the costs, including attorneys' fees and court costs, of defending against them.

B. Franchisee and each Principal agree to give Friday's immediate notice of any such Action. Friday's may, at Franchisee's cost, control the defense of any such Action (including selecting its own counsel or defending or settling such Action) if such Action affects the interests of Friday's or any Indemnitee. Such undertaking by Friday's will not diminish Franchisee's indemnity obligations. Franchisee and each Principal shall indemnify Friday's for its attorneys' fees, expenses, and costs incurred in connection with the exercise of Friday's rights under this Section 21. Under no circumstances shall the Indemnitees be required or obligated to seek recovery from any insurer or other third party or otherwise mitigate their losses in order to maintain and recover fully a claim against Franchisee or any Principal.

22. NOTICES

22.01 All notices required or desired to be given under this Agreement shall be in writing and shall be sent by personal delivery, expedited delivery service or electronic mail to the applicable party's address listed in the Key Terms or such other addresses as designated by Friday's or Franchisee in writing pursuant to this Article. Notices shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if sent by personal delivery or recognized overnight courier, or (ii) at the time of acknowledged receipt (in writing or electronic confirmation of reading) if delivered by email. Notice to Franchisee shall constitute notice to Franchisee's Principals.

23. FORCE MAJEURE

23.01 Neither Friday's nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: acts or circumstances which arise after the Effective Date and are beyond such party's control including fire, storm, flood, earthquake, explosion or accident, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, failures or delays of transportation and strikes (each an event of "**Force Majeure**"), provided that (i) nothing herein shall excuse or permit any delay or failure to remit any Payment on the applicable date due; (ii) financial inability, insolvency, currency fluctuations, currency devaluations or inflation shall never be deemed a Force Majeure event or other cause beyond a party's control; (iii) no such cause shall excuse or permit any delay or failure to perform for more than 180 days; (iv) the non-performing party provides written notice to the other party of the Force Majeure event within 3 days of the occurrence of such event; (v) the non-performing party is without fault and the delay or failure could not have been prevented by reasonable precautions by the non-performing party; (vi) such acts or circumstances cause a demonstrable, material and adverse impact on the non-performing party's business or obligations under this Agreement; and (vii) the non-performing party shall no longer be excused from performance of its obligations upon termination or resolution of the Force Majeure. Any delay resulting from any of such causes shall extend performance accordingly, as may be reasonable (but not to exceed 180 days), so long as the non-performing party continues to use its best efforts to re-commence performance and mitigate the impact of its non-performance.

24. SEVERABILITY

24.01 Should any term, covenant or provision hereof, or the application thereof, be determined by a valid, final, non-appealable order to be invalid or unenforceable, the remaining terms, covenants or provisions hereof shall continue in full force and effect without regard to the invalid or unenforceable provision. In such event, such term, covenant or provision shall be deemed modified to impose the maximum duty permitted by law and such term, covenant or provision shall be valid and enforceable in such modified form as if separately stated in and made a part of this Agreement. Notwithstanding the foregoing, if any term hereof is so determined to be invalid or unenforceable and such determination adversely affects, in Friday's reasonable judgment, Friday's ability to preserve its rights (if any) in, or the goodwill (if any) underlying, the Proprietary Marks, the System and the Confidential Information, Friday's may terminate this Agreement upon notice to Franchisee.

24.02 Captions in this Agreement are for reference only and are not to be used for construction purposes or given any substantive or interpretive effect. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all Principals on behalf of Franchisee.

25. INDEPENDENT CONTRACTOR

25.01 Franchisee is an independent contractor. Nothing herein shall create the relationship of principal and agent, legal representative, commercial agent, supplier and distributor of retail products, joint venturers, partners, employee and employer or master and servant between the parties. No fiduciary duty is owed by, or exists between, the parties. Friday's does not intend to exercise control over the day to day operations of Franchisee and nothing contained in this Agreement should be construed so as to provide such right of control.

25.02 Franchisee understands and expressly agrees that (i) nothing in this Agreement authorizes Franchisee or any Principal to make any contract, agreement, warranty or representation on Friday's or to incur any debt or obligation in Friday's name; and (ii) Friday's shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of its business or any claim or judgment arising therefrom against Friday's.

25.03 Franchisee is an independent contractor and is solely responsible for all aspects of the development and operation of the Restaurant, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, Franchisee acknowledges that Friday's has no responsibility to ensure that the Restaurant is developed and operated in compliance with all applicable laws, ordinances and regulations and that Friday's shall have no liability in the event the development or operation of the Restaurant violates any law, ordinance or regulation. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement nor our course of conduct be construed to state or imply that Friday's is the employer of Franchisee's employees. The sole relationship between Franchisee and Friday's is a commercial, arm's length business relationship. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by Friday's. In all public records, in relationships with other persons, and on letterheads and business forms, Franchisee shall indicate its independent ownership of the Restaurant and that Franchisee is solely a franchisee of Friday's. Franchisee shall post a sign in a conspicuous location in the Restaurant which will contain Franchisee's name and state that the Restaurant is independently owned and operated by Franchisee under a franchise agreement with Friday's.

25.04 Franchisee will have the sole authority and control over the day-to-day operations of the Restaurant and its employees. Franchisee shall hire all employees of the Restaurant and be exclusively responsible for the terms of their employment, including but not limited to their compensation, taxes, benefits, safety, work schedules, work conditions, assignments, discipline and termination, and for the proper training of such employees in the operation of the Restaurant. Franchisee shall establish at the Restaurant a team member training program for all employees that covers training for all System Standards as relevant to the employee's positions.

26. DUE DILIGENCE AND ASSUMPTION OF RISK

26.01 Franchisee and each Principal (i) have conducted such due diligence and investigation as it desires; (ii) recognize that the business venture described herein involves risks; and (iii) acknowledge that the success of such business venture is dependent upon the abilities of Franchisee and Principals. Friday's makes no express or implied warranties or representations that Franchisee will achieve any degree of success in the development or operation of the Restaurant and that success in the development and operation of the Restaurant depends ultimately on Franchisee's efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, Franchisee's financial condition and competition. Except to the extent set forth in Friday's Franchise Disclosure Document, Franchisee and its Principals have not received from Friday's or its Affiliates or anyone acting on their behalf, any representation of Franchisee's potential sales, expenses, income, profit or loss. Franchisee and its Principals have not received from Friday's or its Affiliates or anyone acting on their behalf, any representations other than those contained in Friday's Franchise Disclosure Document as inducements to enter this Agreement..

26.02 Franchisee and each Principal acknowledges that it has read and understands this Agreement, and that it was provided a copy of this Agreement in advance of execution with ample time and opportunity to consult with their advisors concerning its potential benefits and risks.

27. MISCELLANEOUS

27.01 Time is of the essence with respect to this Agreement.

27.02 Friday's shall not be considered to be engaged in or doing business in the country, city or state in which the Restaurant is located or in any political subdivision thereof by virtue of being a party to this Agreement.

27.03 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer upon any Person other than Friday's, its Affiliates, Franchisee, its Principals, and their respective officers, directors, partners and such of their respective successors and assigns as may be contemplated herein, any rights or remedies under or by reason of this Agreement.

27.04 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile, electronic mail transmission, or widely-accepted electronic signature format (e.g., DocuSign or AdobeSign).

27.05 Franchisee and each Principal acknowledges that each has been offered certain products and services in connection herewith and understands that System franchisees are free to obtain these and any other products or services used in the operation of the Restaurant from sources of their own choosing, subject only to compliance with the Standards and the express provisions of this Agreement.

27.06 Friday's, Franchisee, and each Principal shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent of the parties hereto.

28. ENTIRE AGREEMENT

28.01 This Agreement and the Attachments hereto constitute the entire agreement between Friday's, Franchisee and the Principals concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. **THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESS OR IMPLIED, BETWEEN THE PARTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.** Nothing in this or any other agreement, however, is intended to disclaim the representations Friday's made in the Franchise Disclosure Document that Friday's furnished to Franchisee. Except those permitted to be made unilaterally by Friday's, any amendments or modifications of this Agreement shall be in writing and executed by Franchisee and Friday's.

29. PRINCIPAL'S UNDERTAKING

Each Principal acknowledges, covenants and represents as follows:

(1) Each is a "Principal" as described in this Franchise Agreement, has read the terms and conditions of this Agreement, and acknowledges that Friday's would not have granted the rights contained in the Agreement without the undersigned Principal(s) being party to, and obligated to Friday's as set forth in, this Agreement.

(2) Each individually, jointly, and severally, makes all of the covenants, representations, warranties and agreements of Principals set forth in this Agreement (including, without limitation, the covenants and agreements concerning transfer and maintenance of Confidential Information) and is obligated to perform hereunder.

(3) Each individually, jointly and severally, unconditionally, and irrevocably guarantees to Friday's and its successors and assigns that all of Franchisee's obligations under this Agreement will be punctually paid and performed. Upon default by Franchisee or upon notice from Friday's, each will immediately make each payment and perform each obligation required of Franchisee under this Agreement.

(4) Friday's may pursue its rights against any of the Principals without first exhausting its remedies against Franchisee and without joining any other Principal and no delay on the part of Friday's in the exercise of any right or remedy will operate as a waiver of the right or remedy, and no single or partial exercise by Friday's of any right or remedy will preclude the further exercise of that or any other right or remedy.

[**SIGNATURE PAGE FOLLOWS.]**

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

Friday's:

TGI FRIDAYS FRANCHISOR, LLC
By: Sugarloaf Management, LLC
its manager

By: ____________________________
Name: __________________________
Title: ____________________________

Franchisee:

____

By: ____________________________
Name: __________________________
Title: ____________________________

Principals:

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

X _______________________________
_______________ in his/her individual capacity
Date: __________________________

EXHIBIT A TO THE
TGI FRIDAYS™ RESTAURANT FRANCHISE AGREEMENT

<u>FRANCHISEE'S INITIAL ADVERTISING AND PROMOTION OBLIGATION</u>

For the purpose of benchmarking the Franchisee's initial APO under the Franchise Agreement Section 11, the following shall constitute the APO in place as of the date of the Franchise Agreement. Thereafter, the APO rates and totals may vary and change as contemplated under Section 11 of the Franchise Agreement:

1.	System Marketing Fund (Section 11.01.A)	4% of Gross Sales
2.	Regional Advertising Fund (Section 11.04)	0% of Gross Sales
3.	Regional Co-op (Section 11.05)	0% of Gross Sales
4.	Local Store Marketing (Section 11.07.A)	0% of Gross Sales
	TOTAL APO:	**4% of Gross Sales**

FRANCHISEE

____

By:____________________________________

Title:__________________________________

Date:__________________________________

EXHIBIT B TO THE
TGI FRIDAYS™ RESTAURANT FRANCHISE AGREEMENT

LOCAL STORE MARKETING GUIDELINES

1. If required by Friday's, Franchisee must submit an annual Local Store Marketing Plan to Friday's marketing department for approval. In addition to Section 11.07.A, Friday's may, from time to time, provide Franchisee with an outline of the approval process for marketing plans and all advertising materials. Friday's may also consult with Franchisee regarding the strategy of Franchisee's marketing plan and may discuss marketing materials available to Franchisee.

2. Franchisee must obtain prior approval from Friday's on all advertising materials to be used for Local Store Marketing before production (including all in-store and external marketing pieces) at least 30 days prior to first use.

3. All advertising materials used for Local Store Marketing must fall into the categories listed below:

A. Advertising Materials for Use Inside Restaurant. Local Store Marketing expenditures may be used to pay approved third parties, ad agencies, and/or Friday's for costs incurred to develop, design, obtain or produce Friday's-approved advertising materials for use inside the Restaurant (e.g., food and drink photography, table tents, menu inserts, drink coasters, poster or other promotional signage, promotional t-shirts, and special promotional in-store bounce back certificates).

B. Advertising Materials for Use Outside Restaurant. Local Store Marketing expenditures may be used to pay approved third parties, ad agencies, and/or Friday's for costs incurred to develop, design, obtain or produce Friday's-approved advertising materials for use outside the Restaurant (e.g., advertising on television, radio and cinema including talent and residual costs, copywriting, direct mail pieces, newspaper or magazine ads, geo-targeted digital ads, local social media, flyers, banners, door hangers, magnets, advertising on billboards, and advertising on subway, mall, airport and telephone kiosks). Good faith effort must be made to limit the impact of local marketing on any non-participating Franchise or Company-owned restaurant or restaurants unless agreed to in writing by affected locations.

C. Public Relations or Promotional Events. Local Store Marketing expenditures may be used to pay public relations agency(ies) for costs incurred to develop, design, produce and execute Friday's-approved public relations materials, events or sponsorships (e.g., media press releases, media kits, event invitations, promotional signage and promotional giveaway items such as pins, t-shirts, etc.). With Friday's prior written approval, Local Store Marketing expenditures may be used for items such as athletic, business or community event sponsorships, contest POS materials, prizes given away for a consumer promotion, third party prize fulfillment and one time (non-recurring) remote radio broadcast events, unless and except to the extent the value of any of the foregoing is vendor, or third party funded. Any and all consumer promotions must meet all state and federal regulations.

D. Cooperative Advertising Agreements. Local Store Marketing expenditures may be used to pay third parties approved by Friday's for costs incurred as part of Friday's-approved cooperative advertising efforts (e.g., advertising which may be required under the lease agreement for the Restaurant).

4. The materials listed below, while not exhaustive, may be appropriate (and/or required) for use at the Restaurant (subject to this Agreement and Friday's approval), but such materials are examples of materials that will not satisfy Franchisee's obligations for Local Store Marketing expenditures.

- Value of gift certificates, Buy One Get One Free's, Be Our Guest certificates
- Value of vendor-paid materials for any of the advertising materials referenced above
- Value of any and all discounts on food or beverages
- Value of comps for food, whether for VIPs or for promotions
- Costs related to any menus (e.g., role-play menu, fax menu, kids menu, etc.)
- Costs incurred in connection with internal incentive contests (e.g., beverage contests, etc.)
- Value of vendor-funded table tents, promotional t-shirts, merchandising items, etc.
- Costs related to newspaper or magazine subscriptions
- Costs related to satellite or cable television at the Restaurant
- Costs related uniforms, logos for uniforms, name tags, etc.
- Value of salaries and benefits for Franchisee's marketing employees, or Restaurant employees engaged in local marketing activity
- Value of monthly retainer to local marketing, advertising or public relations agency
- Costs related to travel to marketing meetings (e.g., airfare, lodging, meals, rental car, etc.)
- Costs related to any signage at the Restaurant
- Costs related to music licensing subscriptions
- Value of any exchanged or bartered items
- Ongoing and regular or recurring in-restaurant entertainment such as DJ, live music, karaoke, and live radio remotes
- Groupon, Living Social, or similar type online discounted TGI Fridays certificates sold through an online site
- Value of sports or entertainment tickets or other non-consumer-intended elements as part of a sponsorship package

EXHIBIT C TO THE
TGI FRIDAYS™ RESTAURANT FRANCHISE AGREEMENT

ACH AUTHORIZATION FORM

FRIDAYS RESTAURANT ADDRESS:____

DEPOSITOR (NAME OR LEGAL ENTITY): ____

The undersigned depositor ("**Depositor**") hereby authorizes TGI Fridays Franchisor, LLC and Sugarloaf Management, LLC (collectively, "**Friday's**") to initiate debit entries and credit correction entries to Depositor's checking or savings account indicated below and Depositor hereby authorizes the depository designated below ("**Bank**") to debit or credit such account pursuant to Friday's instructions. This authorization is to remain in full force and effect until 60 days after Friday's has received written notification from Depositor of its termination.

DEPOSITOR INFORMATION

Depositor Name:
Mailing Address:
City/ State/ Zip Code:
Telephone:
Email:

DEBITING BANK ACCOUNT INFORMATION

Bank Name:
City / State / Zip Code:
Branch:
Account Number to Debit:
Routing Number (9 digit #):
Account Name:
Telephone Number of Bank:
Name of Contact Person at Bank:

The undersigned representative of Depositor represents and warrants to Friday's and the Bank that the person executing this ACH Authorization Form is an authorized signatory on the account referenced above and all information regarding the account is true and accurate.

Depositor By: _____________________________

Print Name: ______________________________

Title: ____________________________________

Date: ____________________________________

EXHIBIT D TO THE
TGI FRIDAYS™ RESTAURANT FRANCHISE AGREEMENT

TGI FRIDAYS™ LOYALTY PROGRAM AGREEMENT

This TGI Fridays Loyalty Program Agreement ("**Agreement**") is entered into effective the _____ day of ____________, 20___, between TGI Fridays Franchisor, LLC, 19111 Dallas Parkway, Suite 165, Dallas, TX 75287 ("**Friday's**"), and _____________, __________________[address] ("**Franchisee**").

SECTION I: DEFINITIONS

Unless otherwise specifically defined herein, capitalized terms will have the meaning attributed to them in the applicable Franchise Agreement(s) identified on the attached Exhibit 1 (each a "**Franchise Agreement**"; collectively, the "**Franchise Agreements**").

As used in this Agreement, the following words and phrases will have the meanings attributed to them in this Section:

"**Loyalty Program**" is the "Fridays Rewards" Program, and/or such other guest reward and recognition program(s) as Friday's may institute from time to time.

"**Loyalty Program Costs**" shall mean any and all "start up" fees, use fees and any other fees charged by Vendor for the use of the Software that Franchisee must pay in connection with participation in the Loyalty Program. Friday's does not currently charge a fee for Franchisee's participation in the Loyalty Program, however, Friday's, in its sole discretion, reserves the right to charge a reasonable fee.

"**Participant Data**" is the Customer Data (as defined in the Franchise Agreement) entered by each participant in the Loyalty Program and may include the individual's name, mailing address, email address, phone number and birth date.

"**Software**" is the software utilized to run the Loyalty Program.

"**Vendor**" is the proprietor(s) of the Software, as the same may change from time to time.

SECTION II: AGREEMENT

1. Participating Restaurants. Franchisee operates one or more Restaurants ("**Participating Restaurants**"), each pursuant to an applicable Franchise Agreement. If Franchisee opens an additional Restaurant, upon opening, that Restaurant shall automatically be deemed subject to this Agreement without the necessity of an amendment and the term "Participating Restaurants" shall include that additional Restaurant.

2. Loyalty Program. Franchisee agrees to adopt and use the Loyalty Program at the Participating Restaurants in accordance with the terms and conditions of the Loyalty Program, as amended from time to time, and in accordance with the terms and conditions of the Franchise Agreement.

3. Term. For each Participating Restaurant, the term of this Agreement begins on the earlier of Loyalty Program inception on April 1, 2008 or such subsequent date that Franchisee begins

operating any Fridays Restaurant and continue through the balance of the term of the Franchise Agreement which is the last to expire or be terminated, unless earlier terminated as provided herein.

4. Operations Training. Franchisee agrees to train all management personnel and staff at the Participating Restaurants in accordance with the System Standards relating to the Loyalty Program, including compliance with Loyalty Program guidelines and proper execution of the Loyalty Program (such as following any in-restaurant scripting developed by Friday's to recognize Loyalty Program participants and provide Loyalty Program benefits to participants).

5. Loyalty Program Costs. The Loyalty Program Costs shall constitute a Payment under the Franchise Agreement for each Participating Restaurant, which Payment shall be due on a monthly basis on the due date specified (or other mutually agreed upon basis between Vendor and Franchisee) and payable to Vendor.

6. Use of Loyalty Program. Franchisee may not copy, reproduce or in any way duplicate the Loyalty Program for use outside the System or in contravention of the terms of this Agreement. Franchisee shall have the right to access and use the Participant Data, limited to the aggregate performance data for each individual Participating Restaurant, solely for purposes associated with the Loyalty Program. Any unauthorized use of the Participant Data shall constitute a material default of this Agreement. Authorized uses of the Participant Data are: (a) research and analysis in support of the Participating Restaurants; and (b) site modeling for performance of obligations under existing development agreements with Friday's.

7. Compliance with Laws. Franchisee is responsible for complying with all state, federal and local laws, rules, statutes and ordinances in the locale in which each Participating Restaurant is located relating to the Loyalty Program, including but not limited to the sale of alcoholic beverages, awarding of points, prizes, email and text messaging and the like.

8. Fraud. Friday's assumes no responsibility to identify fraudulently obtained Loyalty Program memberships, points credits, reward issuances, reward redemptions and coupon redemptions, fraudulent creation of employee accounts, fraudulent use, trade or sale of coupons and/or rewards or the like, or to discover or report any fraud, theft or other dishonesty committed by any person not employed by Friday's. Franchisee will be financially responsible for any fraudulent or erroneous issuance or redemption of points reward values, reward redemptions or coupon redemptions by Franchisee's personnel. Franchisee will immediately notify Friday's if Franchisee detects fraudulent issuance or redemption of points, reward values, reward redemptions or coupon redemptions.

9. Indemnification. Franchisee is solely responsible for all expenses incurred in connection with this Agreement and Franchisee's participation in the Loyalty Program. Franchisee hereby indemnifies and holds Friday's harmless for all expenses and liabilities incurred by Friday's, its franchisees, affiliates, officers, directors, employees and agents, in connection with Franchisee's participation in the Loyalty Program in accordance with the terms of this Agreement and the Franchise Agreements.

10. Ownership of Data. At all times, ownership of the Loyalty Program, Participant Data, and any other data derived through Franchisee's participation in the Loyalty Program is the exclusive property of Friday's and its affiliated companies. The Loyalty Program, the terms of this

Agreement and all data, information, reports, specifications, written materials, software and computer data used with or derived from the Loyalty Program will be deemed Confidential Information as that term is defined in the Franchise Agreement.

11. Transfer. In the event of any Transfer under the Franchise Agreements, Franchisee and its guarantors under the Franchise Agreement will remain liable for any Payments and other obligations pursuant to this Agreement arising through the date of Transfer. The transferee and its owners must execute and deliver to Friday's the then-current form of agreement and related documents for any guest reward and recognition program.

12. Use of Alternative Guest Reward and Recognition Programs Prohibited. Franchisee shall not use any guest reward or recognition program or collect any Participant Data outside of the Loyalty Program. Franchisee's use of Participant Data or participation in any other guest reward or recognition program is a material default of this Agreement.

13. Default. If Franchisee fails to pay any Loyalty Program Costs or fails to comply with any term of this Agreement, and any such failure is not cured within ten (10) days after the date Franchisee receives a written notice from Friday's, such failure will be deemed a default of this Agreement and of any other agreement with Friday's (including the Franchise Agreements or any development agreement). Upon any uncured default, Friday's may do any one or more of the following: (a) discontinue providing the Loyalty Program to the Participating Restaurants; (b) initiate a collection action against Franchisee for all Loyalty Program Costs due; and/or (c) pursue any and all remedies for breach available under the Franchise Agreement, including but not limited to termination of the Franchise Agreement and any development agreement. Franchisee will, on demand, pay all costs and expenses, including interest and attorneys' fees, paid or incurred by Friday's, or its affiliates, to enforce this Agreement. Franchisee acknowledges that failure by Franchisee to timely pay all amounts due to Friday's pursuant to any Franchise Agreement, development agreement or other agreement will entitle Friday's to deem Franchisee ineligible to participate in the Loyalty Program and to discontinue the Loyalty Program at the Participating Restaurants.

14. Integration. This Agreement, the attachments, and such terms and conditions as may be adopted in writing from time to time, constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

FRIDAY'S:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC By: Sugarloaf Management, LLC, its manager	**[NAME]**
By:_________________________	By:_________________________
Name:_________________________	Name:_________________________
Title:_________________________	Title:_________________________

<u>EXHIBIT 1</u>
PARTICIPATING RESTAURANTS

Restaurant #	Franchise Agreement Date	Restaurant Address

EXHIBIT E TO THE
TGI FRIDAYS™ RESTAURANT FRANCHISE AGREEMENT
TECHNICAL SERVICES AND SUPPORT FEES

Franchisee shall pay Friday's the following technical services and support fees:

Type of Fee	**Amount**	**Due Date**
I.T. Service and Support Fee	$1,260 per quarter	Quarterly, on invoice
Guest Relations Program	$6 administrative fee per incident of guest complaint as we determine in Friday's sole judgement, plus reimbursement of Friday's costs and expenses incurred to address the guest complaint	Within 30 days from invoice

RIDER 1

ADA CERTIFICATION

(TO BE COMPLETED BY FRANCHISEE'S ARCHITECT, ENGINEER, ADA CONSULTANT, OR OTHER LICENSED PROFESSIONAL)

In connection with the Fridays Restaurant located at ___________________ (the "**Restaurant**"), I hereby represent and certify to ____________________ ("**Franchisee**") and to TGI Fridays Franchisor, LLC that:

1. I have used professionally reasonable efforts to ensure that the Restaurant conforms to and complies with the design standards and requirements of the Americans with Disabilities Act ("**ADA**"), the ADA Architectural Guidelines ("**ADAAG**"), and all other related or similar state and local laws, regulations, and other requirements governing public accommodations for persons with disabilities in effect at the time that this certification is made, and

2. In my professional judgment, the Restaurant does in fact conform to and comply with such design standards and requirements.

By: ______________________________

Print Name: ______________________________

Firm: ______________________________

Date: ______________________________

OCCUPANCY CONTRACT PROVISIONS

1. Franchise Agreement. Should the Tenant (whether by Assignment of this Lease or otherwise) at any time during the Term hereof enter, into a franchise agreement ("**Franchise Agreement**") with TGI Fridays Franchisor, LLC ("**Friday's**") which grants certain rights to, and imposes certain duties and obligations on, Tenant, then, in connection with the Franchise Agreement and for the benefit of Friday's, Landlord and Tenant agree to the terms and provisions of this Article [XX] notwithstanding anything to the contrary in this Lease.

2. Assignment. Without the prior written consent of Landlord and Friday's, Tenant shall not assign this Lease or sublet all or any portion of the Premises except as contemplated by this Article [XX]. Tenant may from time to time and without Landlord's prior consent or payment of any fee or charge (whether by increased rent or otherwise), assign its right, title, and interest in this Lease to (A) Friday's; (B) any other franchisee of Friday's that Friday's has pre-approved; or (C) an affiliate (as defined in Section [YY] of this Lease) of either of the foregoing (each, a "**Permitted Assignee**"), in which case (i) the Permitted Assignee shall assume in writing Tenant's obligations under this Lease ("**Permitted Assumption**") and provide to Landlord evidence thereof within twenty (20) days of the effective date of such assignment ("**Assumption Notice**"); and (ii) this Lease shall continue in full force and effect between Landlord and the Permitted Assignee, as the new "Tenant." In addition to the foregoing, Tenant may collaterally assign to Friday's this Lease (using the form of collateral assignment agreement that Friday's requires), and upon a default under the Franchise Agreement or a Default (as hereinafter defined) under this Lease which, in either case, is not fully cured within any applicable cure period, Friday's (as Tenant's attorney-in-fact, which power herein and therein granted is coupled with an interest and is irrevocable) may cause Tenant's right, title, and interest in this Lease to be assigned to a Permitted Assignee prior to the termination of the Term, in which event such Permitted Assignee shall deliver to Landlord an Assumption Notice. If Tenant owns or uses any permits or licenses regarding the sale of alcoholic beverages (collectively, "**Liquor License**") in which Landlord has any present, contingent, reversionary, or other interest, any assignment to a Permitted Assignee shall automatically include an assignment of such Liquor License, and Landlord shall retain the identical interest in such Liquor License that it possessed prior to such assignment. In the event of a Permitted Assumption, Tenant shall not be released of its obligations pursuant to this Lease.

3. Liability. Notwithstanding anything to the contrary in this Lease, (A) Tenant shall be solely responsible for all of Tenant's obligations under this Lease unless and until a Permitted Assumption occurs pursuant to an Assumption Notice; and (B) upon the occurrence of a Permitted Assumption, the Permitted Assignee which delivers the Assumption Notice shall also be liable for all of the obligations, duties, and liabilities of Tenant under this Lease (provided that such Permitted Assignee shall have no liability for any Defaults which are personal to Tenant and not capable of being cured by such Permitted Assignee ["**Personal Defaults**"]).

4. Notice and Cure; Estoppel. Simultaneously with its delivery thereof to Tenant, Landlord shall deliver to Friday's copies of all notices and demands (each, a "**Default Notice**") concerning the occurrence of any default under this Lease or event which with the giving of notice, the passage of time, or both, would constitute a default (any such event, a "**Default**"). Upon Friday's receipt of a Default Notice, a Permitted Assignee shall have the right, but not the obligation, to perform any obligations or cure any Default under this Lease and exercise any election, option, or privilege conferred upon Tenant by the terms of this Lease. Landlord shall not terminate this Lease or Tenant's right of possession for any Defaults if during any grace or cure period available to Tenant under this Lease (or thirty [30] days following Friday's receipt of the applicable Default Notice, if greater), a Permitted Assignee causes such Defaults (other than Personal Defaults) to be cured or if such default is not capable of being cured within such timeframe, commences to cure the same and diligently proceeds in good faith until such cure is complete, but in no event shall such extended period of time within which to effect a cure exceed sixty (60) days.

Landlord and Tenant shall at any time and from time to time execute and deliver to a Friday's or its designee within fifteen (15) days following its request thereof, a written statement certifying whether this Lease is in full force and effect (or if modified, whether the same is in full force and effect as so modified), whether any conditions to the enforceability of this Lease remain unsatisfied, the dates to which rent and other charges or performances have been paid or completed, whether a Default has occurred and remains uncured (specifying any such Defaults with reasonable detail), and specifying any further information reasonably requested. Upon request by any party to this Lease, Landlord and Tenant shall execute and deliver a memorandum of lease, which the requesting party may record at its own expense. Regardless of the existence of any Default, Tenant agrees that Friday's and Landlord may discuss and disclose information concerning Tenant's compliance and/or noncompliance with this Lease and compliance or non-compliance with its obligations under the TGI Friday's restaurant system.

5. Proprietary Marks; Trade Dress. Throughout the term of this Lease and subject to all applicable governmental requirements, Tenant shall have the right to use the Proprietary Marks (which, for purposes hereof, include signage) as permitted or required pursuant to the Franchise Agreement, and Friday's shall have the right to enter the Premises to make modifications and alterations reasonably necessary or appropriate to protect the Proprietary Marks and the System. Within thirty (30) days following the expiration or earlier termination of this Lease and/or the Franchise Agreement, Tenant and/or Friday's shall have the right to make those modifications and alterations to the Premises as may be reasonably necessary or appropriate to clearly distinguish to the public the Premises from a TGI Fridays™ restaurant; provided, however, that the party undertaking such modifications and alterations shall promptly repair all damage to the Premises caused thereby. As used herein, the terms Proprietary Marks and System shall have the meanings ascribed thereto in the Franchise Agreement. Should either Tenant or Friday's fail to make those modifications and alterations to the Premises as may be reasonably necessary or appropriate to clearly distinguish to the public the Premises from a TGI Fridays™ restaurant (the "**Trade Dress**") within the times set forth above, Tenant and Friday's waive any claims they may have regarding use of the Trade Dress by a subsequent user of the Premises.

6. Amendment; Copies. Landlord and Tenant shall not amend or otherwise modify this Lease in any manner which is inconsistent with the provisions of this Article [XX] without Friday's prior written consent, and no such amendment or modification which is inconsistent with the provisions of this Article [XX] shall be binding upon any Permitted Assignee. Landlord and Tenant shall provide Friday's copies of all amendments, assignments, and notices of Default pertaining to this Lease. Friday's shall be a third party beneficiary to, and be entitled to enforce, the terms and provisions of this Article [XX].

7. Notices. Solely for purposes of this Article [XX], Friday's address for notices required or permitted hereunder is TGI Fridays Franchisor, LLC, Attn: General Counsel, 19111 Dallas Parkway, Suite 165, Dallas, TX 75287 and the address for purposes of Landlord and Tenant shall be as set forth in Section [ZZ] hereof. Any party may change its address upon thirty (30) days prior written notice to the other parties.

EXHIBIT C

PURCHASING AGREEMENT

PURCHASING AGREEMENT

This Purchasing Agreement ("Agreement") is entered into this _____ day of __________, 20__, by and between Sugarloaf Management, LLC., a New York corporation, having an address at 19111 North Dallas Parkway, Suite 165, Dallas, Texas 75287 ("Fridays"), and ________________, a __________ corporation, having an address at ________________________ ("Purchaser").

RECITALS

A. Fridays is in the business of constructing and operating TGI Fridays™ restaurants ("Fridays Restaurants") and is experienced at purchasing computer desktops, kitchen, bar and other furniture, fixtures, equipment, décor and other personal property (collectively, "FF&E") for use in Fridays Restaurants. As used in this Agreement, "construction," "constructing," "construct," and words of similar import refer to development, construction, equipping, renovation, reimage, remodeling, refurbishment, conversion, relocating, and maintenance of the Restaurant, whether initially, as part of a subsequent updating of the Restaurant, or in connection with a reconstruction following casualty or condemnation, as applicable.

B. Purchaser desires to have Fridays act as Purchaser's agent to purchase with Purchaser's funds, certain FF&E for a Fridays Restaurant to be constructed and operated by Purchaser at ________________ [location] ("Restaurant").

C. Fridays is willing to purchase such FF&E only with funds prepaid by Purchaser to Fridays, and only up to the amount of prepaid available funds transferred to Fridays by Purchaser.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration as hereinafter set forth, the parties agree as follows:

1. If Purchaser (i) delivers to Fridays, by no later than six (6) weeks before the scheduled commencement date for construction of the Restaurant, two (2) copies of this Agreement executed by Purchaser; and (ii) pays Fridays all estimated fees, costs, and expenses including, but not limited to, taxes, freight, handling, and warehouse charges (including handling and delivery charges) (collectively "Charges"), Fridays will order (within ten [10] business days), purchase and coordinate, the delivery of the FF&E listed on Attachment A attached hereto and incorporated herein by this reference ("Purchased FF&E"). The estimated Charges for the Purchased FF&E are also set forth on Attachment A.

2. If required by Fridays, Purchaser shall pay to Fridays in advance (in addition to the Charges) a commission equal to eight percent (8%) of the Charges as consideration for the services provided by Fridays and its agents.

3. Purchaser acknowledges that: (i) the Charges are estimated costs obtained in good faith by Fridays from the manufacturers, suppliers, shippers, bailees and related vendors involved in the provision of such Purchased FF&E (collectively "Vendors"), (ii) Fridays does not represent or guaranty that the Charges for any particular piece of the Purchased FF&E will not be increased by the suppliers, and (iii) Purchaser shall be fully responsible for any such increases and any other costs, expenses and commissions attributable to such increases. If the option is available, Purchaser may elect, upon timely written notice to Fridays, to receive early shipment of the Purchased FF&E.

4. Purchaser shall pay all amounts due to Fridays under this Agreement by the method of payment required by Fridays which may be, among others, check or electronic funds transfer.

5. If Fridays, in its sole discretion, elects to waive the requirement for Purchase to prepay the Charges, Purchaser shall pay the charges in full no later than thirty (30) days following the date of Fridays' invoice therefor, and the due date for the payment is a Saturday, Sunday or bank holiday, Fridays must receive such payment on or before the business day immediately preceding such Saturday, Sunday or bank holiday.

6. Purchaser acknowledges that any warranties with respect to the Purchased FF&E will be provided and honored solely by the Vendors, and not through Fridays. The Vendors may provide a list of authorized service agencies for the some or all of the Purchased FF&E and the available warranties upon delivery. Start-up service for the Purchased FF&E (other than ice machines, if any) is not included in the manufacturer's warranties.

7. All equipment included in the Purchased FF&E (except stainless steel fabricated items, exhaust ventilators, walk-in boxes and compressor racks, if any) will be shipped to a storage warehouse close to the Restaurant for staging prior to installation. Fridays will deliver such equipment to the warehouse approximately two (2) weeks prior to the required installation date. The remainder of the Purchased FF&E will be delivered to the Restaurant approximately one (1) week prior to the required installation date. Purchaser shall be responsible for the installation of the Purchased FF&E. Approximately ten (10) days prior to any delivery, Fridays may, in its sole discretion, require Purchaser to execute a certificate of acceptance with respect to each such delivery and deliver a copy of each signed certificate to Fridays' Strategic Sourcing Department. Fridays will arrange for the receiving, storage and delivery of the Purchased FF&E and for completion of receiving reports, freight damage claims, and freight tracing through Fridays' agreement with the local storage warehouse or shipper.

8. Purchaser will be responsible for acquiring all approvals and permits for the installation of the Purchased FF&E at the Restaurant in accordance with plans as approved by Fridays. Any deviations from plans must be transmitted to Fridays in writing at least ten (10) weeks before the scheduled installation date. Any unusual requirements made by local environmental protection or other agencies are not covered in the Charges.

9. Purchaser acknowledges that (i) Fridays makes no express or implied warranties with respect to the Purchased FF&E any portions thereof and makes no warranties of merchantability or fitness of said Purchased FF&E for any particular purpose; and (ii) the only warranties available to Purchaser are the warranties provided, if any, by the Vendors. Purchaser fully releases Fridays from any liability whatsoever in connection with any warranty. Purchaser agrees to look solely to the installer of the Purchased FF&E with respect to any defects and/or damages incurred or connected in any way with the installation thereof, and fully releases Fridays from any liability whatsoever in connection therewith. Where applicable and appropriate, Fridays will forward manufacturer's shop drawings to Purchaser for approval, in which event Purchaser shall be solely responsible for ensuring the accuracy of such drawings. Any costs incurred by Fridays for preparing prints of shop drawings, postage and any other handling by Fridays, shall be reimbursed to Fridays by Purchaser.

10. To secure full and complete payment of all sums due under this Agreement to Fridays, Purchaser hereby grants and assigns to Fridays a security interest in and to, and (to the extent the same constitute "fixtures" as defined in TEX. BUS. & COMMERCE CODE § 9-102(41) or any successor statute) lien on, all of the Purchased FF&E. Such security interest and lien are and shall be a first priority security interest and superior to any encumbrance otherwise created or allowed by Purchaser on said Purchased FF&E. Fridays may, and Purchaser shall upon request by Fridays, file financing statements and/or fixture filings to evidence such security interest and lien.

11. Miscellaneous.

a. Purchaser shall provide a delivery schedule to Fridays no later than five (5) days prior to the start of construction of the Restaurant. Purchaser will notify Fridays immediately of any delay that may impact shipment or delivery of any portion of the Purchased FF&E.

b. Purchaser shall indemnify and hold harmless Fridays, its agents, employees, and contractors from and against any and all damages, claims, and expenses, including personal injuries (i) arising out of or resulting from any work related to construction conducted by Purchaser; or (ii) in connection with the use of any of the Purchased FF&E. As part of such indemnification, Purchaser shall defend any suits brought against Fridays, except that Fridays may elect to defend any such suits at the expense of Purchaser. Purchaser must obtain and carry products liability insurance on any Purchased FF&E purchased by Fridays for Purchaser and name Fridays as an additional insured under all such insurance policies. Notwithstanding any language to the contrary in the insurance policies of either Fridays or Purchaser, Purchaser's insurance will provide primary coverage. Upon Fridays' request, Purchaser must provide to Fridays a copy of any insurance policy and/or a properly endorsed certificate of insurance.

c. If either party fails to invoke any right, condition, or covenant in this Agreement, that failure shall not be deemed to imply or constitute a waiver of any right, condition, or covenant.

d. If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

e. If either party initiates legal proceedings to enforce this Agreement or to recover damages because of an alleged breach, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the other.

f. This Agreement shall be governed by the laws of the State of Texas.

g. Any proceedings initiated to enforce this Agreement shall be brought in state or federal courts where Fridays maintains its principal place of business as of the date the suit is filed.

h. Purchaser shall bear the risk of loss from any casualty to the Purchased FF&E.

i. Purchaser agrees that Fridays shall not be liable for any damages, claims and expenses arising out of or resulting from any claim that any Purchased FF&E purchased by Fridays pursuant to this Agreement infringes any third party's patent, copyright, trade secret, or proprietary right.

j. Purchaser represents that this Agreement does not violate any agreements between Purchaser and any other party. Purchaser shall indemnify and hold harmless Fridays from any and all damages, claims, and expenses arising out of or resulting from any claim that this Agreement violates any such agreements.

12. Purchase Option.

a. Purchaser agrees that in the event Purchaser or its successors and assigns cease to operate the Restaurant as a Fridays Restaurant, or if Purchaser or its successors and assigns cease to use the Purchased FF&E pursuant to this Agreement, Fridays shall have the option to purchase ("Option") from Purchaser and (if Fridays exercises the Option) Purchaser shall have the obligation to sell to Fridays all (or any portion designated by Fridays) of the Purchased FF&E and/or any replacements thereof ("Option FF&E") at the fair market value thereof, free and clear of all liens, encumbrances or claims, and subject to such other terms and conditions as are usual and customary for such acquisitions, at the time Fridays exercises the Option.

b. If Fridays and Purchaser are unable to agree on the fair market value of the Option FF&E within fifteen (15) days after Purchaser's receipt of Fridays' notice of its intent to exercise this Option, the fair market value shall be determined by two professionally certified appraisers, Purchaser selecting one and Fridays selecting one. If the valuations set by the two appraisers differ by more than 10%, the two appraisers shall select a third professionally certified appraiser who also shall appraise the fair market value of the Option FF&E. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the purchase price.

c. Fridays and Purchaser shall bear any appraisal costs equally. In the event Fridays elects, in its sole discretion, to proceed with all or any part of such acquisition, said acquisition shall be completed no later than thirty (30) days after the fair market value is established by agreement or by decision of the appraisers. The purchase price, less any sums otherwise due Fridays from Purchaser or any of its affiliates, shall be paid to Purchaser at a closing which shall take place at Fridays offices, or such other location as shall be mutually agreed to by the parties. At such closing, the parties shall execute such instruments of conveyance and/or transfer as reasonably required by Fridays. If Fridays does not exercise the Option, Purchaser shall dispose of the Purchased FF&E only in a manner to which Fridays has given consent for the removal of all other Purchased FF&E.

13. This Agreement shall be effective only upon execution by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

<u>FRIDAYS</u>:	<u>PURCHASER</u>:
SUGARLOAF MANAGEMENT, LLC ______________________________	
By: ____________________________	By: ____________________________
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________

Attachment A
To
Purchasing Agreement

LIST OF PURCHASED FF&E AND ESTIMATED CHARGES

EXHIBIT D
LIST OF FRANCHISED RESTAURANTS

EXHIBIT D
LIST OF FRANCHISED RESTAURANTS
AS OF 12/30/2024

STATE	NO.	FRANCHISEE	STREET ADDRESS	CITY	ZIP	PHONE NO.
AR	1561	V1, LLC	1105 E Oak St.	Conway	72032	501-329-8300
AR	1560	VNE, Inc.	6201-B Rogers Ave.	Fort Smith	72903	479-484-0906
CA	1088	Cedar Fair, L.P.	8039 Beach Blvd	Buena Park	90620	714-761-6000
*CA	676	TGI Friday's Inc.	19855 Rinaldi St	Los Angeles	91326	818-831-2324
*CA	860	RLJ III HGN Hollywood Lessee LP	2005 N Highland Ave	Los Angeles	90068	213-921-3760
*CA	678	TGI Friday's Inc.	3339 City Pkwy E	Orange	92868	714-978-3308
*CA	689	TGI Friday's Inc.	4701 Firestone Blvd	South Gate	90280	323-566-2979
DE	1887	United Restaurant Group, L.P.	RT 13 & Lockerman St.	Dover	19901	302-735-3502
DE	1520	United Restaurant Group, L.P.	128 N. Dupont Pkwy	New Castle	19720	302-325-6620
DE	1521	United Restaurant Group, L.P.	650 South College Ave.	Newark	19713	302-737-3700
DE	1885	United Restaurant Group, L.P.	301 Rocky Run Pkwy	Wilmington	19803	302-479-7170
FL	2645	Atlanta Restaurant Partners, LLC	855 N. University Dr.	Coral Springs	33071	954-344-0884
FL	2624	Orlando Restaurants, Inc.	3075 Clark Butler Road	Gainesville	32608	352-244-8448
FL	2644	Atlanta Restaurant Partners, LLC	2940 Oakwood Blvd.	Hollywood	33020	954-922-2771
FL	2625	Orlando Restaurants, Inc.	5034 W. Irlo Bronson Hwy	Kissimmee	34746	407-397-2200
FL	2150	Atlanta Restaurant Partners, LLC	Miami International Airport	Miami	33122	305-869-1460
FL	2652	Atlanta Restaurant Partners, LLC	14891 Biscayne Blvd.	N. Miami Beach	33181	305-944-4096
FL	2628	Orlando Restaurants, Inc.	625 N. Alafaya Trail	Orlando	32828	407-658-2750
FL	2632	Orlando Restaurants, Inc.	10811 International Drive	Orlando	32802	407-351-5870
FL	2633	Orlando Restaurants, Inc.	7118 S. Semoran Blvd.	Orlando	32822	407-855-1070
FL	2635	Orlando Restaurants, Inc.	5933 Caravan Court	Orlando	32819	407-903-0338
FL	2636	Orlando Restaurants, Inc.	8955 International Drive	Orlando	32819	407-903-9556
FL	2643	Atlanta Restaurant Partners, LLC	90 N. University Drive	Pembroke Pines	33025	954-436-4716
FL	2641	Atlanta Restaurant Partners, LLC	80 SW 84th Avenue	Plantation	33324	954-472-5560
FL	2631	Orlando Restaurants, Inc.	11705 W. Hillsborough Avenue	Tampa	33635	813-891-6496

STATE	NO.	FRANCHISEE	STREET ADDRESS	CITY	ZIP	PHONE NO.
GA	1935	Atlanta Restaurant Partners, LLC	Hartsfield-Jackson Atlanta Intl Airport, 6000 N. Terminal Pkwy., B Centerpoint	Atlanta	30320	404-763-3420
GA	2037	Atlanta Restaurant Partners, LLC	Hartsfield-Jackson Atlanta International Airport (Concourse E)	Atlanta	30320	470-995-8443
GA	2112	Atlanta Restaurant Partners, LLC	3670 Camp Creek Pkwy	Atlanta	30331	404-344-4180
GA	2472	Atlanta Restaurant Partners, LLC	Hartsfield-Jackson Atlanta Intl Airport N. Concourse T-F8 Gate T4	Atlanta	30320	404-766-1090
GA	2486	Atlanta Restaurant Partners, LLC	Atrium F-10, Hartsfield-Jackson Atlanta Int'l. Airport	Atlanta	30320	404-767-7567
GA	2473	Atlanta Restaurant Partners, LLC	2871 Stonecrest Circle	Lithonia	30038	770-482-7500
GA	2443	Atlanta Restaurant Partners, LLC	1881 Mount Zion	Morrow	30260	770-968-3303
IL	2674	Central Florida Restaurants, Inc.	888 North Route 59	Aurora	60504	630-851-6565
IL	1850	RLJ II-Midway Restaurant Lessee, LLC	6600 S. Cicero Ave	Bedford Park	60638	708-594-0777
IL	2672	Central Florida Restaurants, Inc.	1503 North State Route	Bourbonnaise	60914	815-929-1760
IL	2668	Central Florida Restaurants, Inc.	153 E. Erie Street	Chicago	60611	312-664-9820
IL	1896	Village XIII, Inc.	1208 N. Keller Dr	Effingham	62401	217-342-9499
IL	1490	American Pub, LLC	6910 N. Illinois Street	Fairview Heights	62208	618-624-8443
IL	2678	Midwest TGF, Inc.	5420 W. 95th	Oak Lawn	60453	708-422-0339
IN	2698	Midwest TGF, Inc.	800 N. Green River Road, Suite #101	Evansville	47715	812-491-8443
IN	2696	Midwest TGF, Inc.	6915 West 38th Street	Indianapolis	46254	317-672-6054
MA	4158	Sugarloaf Hospitality LLC	1626 Tremont Street	Boston	2120	617-734-1047
MA	4161	Sugarloaf Hospitality LLC	60 Forbes Road	Braintree	2184	781-848-3133
MA	4160	Sugarloaf Hospitality LLC	33 Mystic View Road	Everett	2149	617-387-5226
MA	4157	Sugarloaf Hospitality LLC	90 Pleasant Valley Street	Methuen	1844	978-794-8443
MA	4163	Sugarloaf Hospitality LLC	70 Worcester Providence Turnpike	Millbury	1527	508-865-9189
MA	4164	Sugarloaf Hospitality LLC	2 Hawes Way	Stoughton	2072	781-341-1712
*MD	137	TGI Friday's of Annapolis, Inc.	2582 Solomons Island Rd.	Annapolis	21401	410-224-4870
MD	2149	Atlanta Restaurant Partners, LLC	2435 Liberty Heights Avenue	Baltimore	21215	410-728-0394

STATE	NO.	FRANCHISEE	STREET ADDRESS	CITY	ZIP	PHONE NO.
MD	2098	Atlanta Restaurant Partners, LLC	5740 Silver Hill Rd	District Heights	20747	301-420-5520
*MD	334	T.G.I. Friday's of Frederick County, Inc	5285 Buckeystown Pike	Frederick	21704	240-379-6218
MD	1759	Atlanta Restaurant Partners, LLC	6460 Capitol Dr	Greenbelt	20770	301-345-2503
*MD	324	TGI Friday's of Washington County, Inc	17840 Garland Groh Blvd.	Hagerstown	21742	301-733-2009
*MD	339	TGI Friday's of Annapolis, Inc.	7655 Arundel Mills Blvd.	Hanover	21076	410-379-6762
MD	2151	Atlanta Restaurant Partners, LLC	1101 Shoppers Way	Largo	20774	301-324-2017
*MD	136	TGI Friday’s of Greenbelt, Inc.	14600 Baltimore Ave	Laurel	20707	301-498-8443
*MD	788	TGI Friday’s of Towson, Inc.	4921 Campbell Blvd.	Nottingham	21236	410-931-3090
*MD	122	TGI Friday’s of Towson, Inc.,	9634 Reisterstown Road	Owings Mills	21117	410-363-8116
*MD	225	TGI Friday’s of Rockville, Inc.	12147 Rockville Pike	Rockville	20852	301-231-9048
MD	2036	Atlanta Restaurant Partners, LLC	12281 Tech Rd	Silver Spring	20904	301-625-0002
*MD	374	T.G.I. Friday’s of Charles County, Inc.	2990 Waldorf Marketplace	Waldorf	20603	301-932-8750
MI	1796	Midwest TGF, Inc.	3179 Alpine	Grand Rapids	49544	616-791-8443
MI	2703	Midwest TGF, Inc.	26299 Evergreen Road	Southfield	48076	248-353-5530
MN	2693	Midwest TGF, Inc.	2201 Killebrew Drive	Bloomington	55425	952-854-5112
MN	2692	Central Florida Restaurants, Inc.	11830 Fountains Way	Maple Grove	55369	763-424-3446
MO	2201	American Pub, LLC	3030 I-70 Drive SE	Columbia	65201	573-817-2440
MO	1875	American Pub, LLC	2000 First Capital Drive S.	St. Charles	63303	636-940-2000
MO	1874	American Pub, LLC	5262 S. Lindbergh Dr.	St. Louis	63126	314-849-4556
NC	1742	Atlanta Restaurant Partners, LLC	409 West W.T. Harris Blvd	Charlotte	28262	704-548-8113
NC	2598	Atlanta Restaurant Partners, LLC	6840 Northlake Mall Drive	Charlotte	28216	704-596-2869
NC	2175	United Restaurant Group, L.P.	1100 Timber Drive East	Garner	27529	919-779-1935
NC	1541	United Restaurant Group, L.P.	4423 W. Wendover Ave	Greensboro	27407	336-294-3707
NH	4159	Sugarloaf Hospitality LLC	1516 S. Willow Street	Manchester	3103	603-644-8995
*NJ	633	TGI Friday's Inc.	2703 Mount Holly Rd Ste 3	Burlington Township	8016	609-239-4860
*NJ	694	TGI Friday's Inc.	319 Us Highway 130	East Windsor	8520	609-490-1450

STATE	NO.	FRANCHISEE	STREET ADDRESS	CITY	ZIP	PHONE NO.
*NJ	738	TGI Friday's Inc.	400 South Park Avenue	Linden	7036	908-374-3003
NJ	1682	Northeast Concepts, Inc.	601 Washington Ave	Manahawkin	8050	609-489-0950
NJ	1681	South Jersey Pubs, Inc.	1279 Hooper Ave	Tom's River	8753	732-914-1113
NJ	1408	Northeast Concepts, Inc.	5901 Route 42 Washington Plaza	Turnersville	8012	856-374-1212
*NJ	697	TGI Friday's Inc.	495 Prospect Ave	West Orange	7052	973-243-2700
*NV	741	TGI Friday's Inc.	4000 West Flamingo Road	Las Vegas	89103	
*NV	742	TGI Friday's Inc.	5111 Boulder Hwy	Las Vegas	89122	702-454-8104
*NV	743	TGI Friday's Inc.	4500 W Tropicana Ave	Las Vegas	89103	702-873-1801
*NV	744	TGI Friday's Inc.	7300 Aliante Parkway	North Las Vegas	89084	702-399-0332
*NY	326	TGI Friday's NY, LLC	2240 North Ocean Avenue	Farmingville	11738	631-736-3631
*NY	546	TGI Friday's NY, LLC	40 N. Research Place	Islip	11722	631-582-5701
*NY	824	TGI Friday's NY, LLC	1480 Old Country Road	Riverhead	11901	631-506-0240
*NY	529	TGI Friday's NY, LLC	2034 Green Acres Mall	Valley Stream	11581	516-599-4051
*NY	740	TGI Friday's Inc.	833 Kimball Ave, Bldg 13a	Yonkers	10704	914-308-3258
OH	1412	BP Brooklyn, LLC	10320 Cascade Crossing	Brooklyn	44144	216-267-0300
OH	2789	CFC Stripes - CFC Mansfield, L.P.	900 N. Lexington-Springmill Road	Ontario	44906	419-747-6000
OH	1933	Cedar Fair, L.P.	One Cedar Point Drive	Sandusky	44871	419-626-0830
OH	1547	CFC Stripes - Cleveland Restaurant Operation Limited Partnership III	18400 Royalton Rd	Strongsville	44136	440-238-1299
*PA	629	TGI Friday's Inc.	3301 Street Rd	Bensalem	19020	215-245-4736
PA	1091	Metz Enterprises, Inc.	4402 Southmont Way	Easton	18045	610-923-7855
PA	1548	Cleveland Restaurant Operation Limited Partnership IV	6755 Peach St.	Erie	16509	814-868-9655
*PA	404	TGI Friday's Inc.	1861 Gettysburg Village Drive	Gettysburg	17325	717-334-3133
PA	1756	Atlanta Restaurant Partners, LLC	4000 City Line Ave	Philadelphia	19131	215-878-7070
PA	1500	Host International, Inc.	Pittsburgh International Airport	Pittsburgh	15231	412-665-7608
PA	1684	Lehigh Valley Pubs, Inc.	10 N. West End Blvd	Quakertown	18951	215-529-4490

STATE	NO.	FRANCHISEE	STREET ADDRESS	CITY	ZIP	PHONE NO.
PA	1425	Northeast Concepts, Inc.	620 Scranton-Carbondale Hwy	Scranton	18508	570-558-5500
PA	1680	Northeast Concepts, Inc.	880 Kidder St.	Wilkes Barre	18702	570-823-9923
PA	1679	Lycoming Pubs, Inc.	1840 E. Third St.	Williamsport	17701	570-320-8443
*TN	523	TGI Friday's Inc.	449 Opry Mills Dr	Nashville	37214	615-970-7437
TN	2038	Tri-C, Inc. (Colliers)	2794 Parkway	Pigeon Forge	37863	865-453-1750
*TX	843	TGIF/DFW Terminal A Restaurant Joint Venture	#0843, DFW Airport, Gate 14, Terminal A, Space #A-2-031c-A01	DFW Airport	75261	972-973-7316
*TX	851	TGIF/DFW Terminals B, C, and E Restaurant Joint Venture	Terminal E Gate 17, International Parkway	DFW Airport	75261	972-574-2777
*TX	852	TGIF/DFW Terminals B, C, and E Restaurant Joint Venture	Terminal B, Gate 12, International Parkway	DFW Airport	75261	972-574-4696
*TX	856	TGIF/DFW Terminals B, C, and E Restaurant Joint Venture	Terminal C, Gate 8, International Parkway	DFW Airport	75261	972-574-2728
*TX	857	TGIF/DFW Terminals B, C, and E Restaurant Joint Venture	Terminal C, Gate 30, International Parkway	DFW Airport	75261	972-574-0420
*VA	453	TGI Friday's Inc.	6640 Richmond Highway	Alexandria	22306	703-717-0690
*VA	1190	United Restaurant Group, L.P.	110 Volvo Pkwy	Chesapeake	23320	757-549-6100
*VA	506	TGI Friday's Inc.	180 Crooked Run Plaza	Front Royal	22630	540-635-4198
*VA	98	TGI Friday's Inc.	13071 Worldgate Dr.	Herndon	20170	703-787-9630
*VA	437	TGI Friday's Inc.	7855e Tysons Corner Center	Mclean	22102	703-448-5470
VA	1191	United Restaurant Group, L.P.	13140 Rittenhouse Dr	Midlothian	23112	804-763-0553
VA	1889	United Restaurant Group, L.P.	7023 W. Broad St	Richmond	23229	804-672-9477
VA	2208	United Restaurant Group, L.P.	4459 Laburnum Ave	Richmond	23231	804-236-3860
VA	528	TGI Friday's Inc.	111 Crossover Blvd.	Winchester	22601	540-722-3059
WV	2555	2555 Falcons Food, LLC	160 South View Drive	Bridgeport	26330	304-608-2022

*Company Owned Stores

EXHIBIT E
LIST OF FORMER FRANCHISEES

EXHIBIT E
LIST OF FORMER FRANCHISEES
AND FRANCHISEES THAT HAVE CLOSED A RESTAURANT
DURING THE FISCAL YEAR ENDING 12/30/2024

American Pub
Chino Hills, CA 91709
(909) 264-1550
(franchisee closed 1 restaurant in Oklahoma and continued to operate other restaurants)

Central Florida Restaurants, LLC
Fremont, CA 94538
(510) 792-3393
(franchisee closed 8 restaurants in Illinois, 3 restaurants in Indiana, 2 restaurants in Michigan, 5 restaurants in Minnesota, 3 restaurants in Ohio, 2 restaurants in Wisconsin, and continues to operate other restaurants)

CFC Management and its affiliates
Valley View, Ohio 44125
(216) 328-1121
(franchisee closed 2 restaurants in Ohio and continued to operate other restaurants)

Tri-C, Inc.
Sevierville, TN 37876
(865) 428-1823
(franchisee closed 1 restaurant in Tennessee and continued to operate another restaurant)

Falcons Food, LLC and its affiliates
Snellville, GA 30078
(770) 736-2181
(franchisee closed 2 restaurants in Kentucky, 3 restaurants in Ohio, 3 restaurants in Pennsylvania, 1 restaurant in West Virginia)

Atlanta Restaurant Partners, LLC
Atlanta, Georgia 30309
(404) 523-5744
(franchisee closed 2 restaurants in North Carolina, 1 restaurant in South Carolina, and continues to operate other restaurants)

Metz Culinary Management and its affiliates
Dallas, PA 18612
(570) 675-8100
(franchisee closed 1 restaurant in New Jersey and continues to operate other restaurants)

Midwest TGF, Inc.
Fremont, CA 94538
(510) 792-3393
(franchisee closed 1 restaurant in Indiana and continued to operate other restaurants)

Orlando Restaurants, Inc.

Fremont, CA 94538
(510) 792-3393
(franchisee closed 2 restaurants in Florida and continued to operate other restaurants)

Sugarloaf Hospitality LLC and its affiliates
Dallas, TX 75287
(972) 662.5400
(franchisee closed 1 restaurant in New Hampshire and continues to operate other restaurants)

TGI Friday's Inc. and its affiliates
Southlake, TX 76092
(972) 662.5400
(franchisee closed 1 restaurant in Arkansas, 12 restaurants in California, 2 restaurants in Colorado, 5 restaurants in Connecticut, 6 restaurants in Florida, 1 restaurant in Louisiana, 7 restaurants in Massachusetts, 4 restaurants in Maryland, 1 restaurant in Mississippi, 1 restaurant in New Hampshire, 15 restaurants in New Jersey, 23 restaurants in New York, 3 restaurants in Pennsylvania, 4 restaurants in South Carolina, 1 restaurant in Tennessee, 10 restaurants in Texas, 6 restaurants in Virginia, and continues to operate other restaurants)

United Restaurant Group, L.P.
Glen Allen, VA 23060
(804) 747-5050
(franchisee closed 3 restaurants in Virginia, 1 restaurant in North Carolina, and continued to operate other restaurants)

***

LIST OF FRANCHISEES THAT CLOSED A RESTAURANT AFTER THE FISCAL YEAR ENDING 12/30/2024

American Pub
Chino Hills, CA 91709
(909) 264-1550
(franchisee closed 1 restaurant in Illinois, 3 restaurants in Missouri, and left the system)

Atlanta Restaurant Partners, LLC
Atlanta, Georgia 30309
(404) 523-5744
(franchisee closed 1 restaurant in Florida and continues to operate other restaurants)

Cedar Fair, L.P.
Sandusky, OH 44870
(419) 627-0830
(franchisee closed 1 restaurant in California and continues to operate another restaurant)

Central Florida Restaurants, LLC
Fremont, CA 94538
(510) 792-3393
(franchisee closed 2 restaurants in Illinois and continues to operate other restaurants under an affiliate)

CFC Mansfield, L.P.

Valley View, Ohio 44125
(216) 328-1121
(franchisee closed 1 restaurant in Ohio and left the system)

Cleveland Restaurant Operation Limited Partnership III
Valley View, Ohio 44125
(216) 328-1121
(franchisee closed 1 restaurant in Ohio and left the system)

Maui 1 Enterprises, LLC
Fremont, CA 94538
(510) 792-3393
(franchisee closed 1 restaurant in Minnesota and continues to operate other restaurants)

Midwest TGF, Inc.
Fremont, CA 94538
(510) 792-3393
(franchisee closed 1 restaurant in Illinois, 1 restaurant in Indiana, 1 restaurant in Michigan, and continues to operate other restaurants under an affiliate)

Orlando Restaurants, Inc.
Fremont, CA 94538
(510) 792-3393
(franchisee closed 5 restaurants in Florida and continues to operate other restaurants under an affiliate)

South Jersey Pubs, Inc.
Dallas, PA 18612
(570) 675-8100
(franchisee closed 1 restaurant in New Jersey and continues to operate other restaurants)

Sugarloaf Hospitality LLC and its affiliates
Dallas, TX 75287
(972) 662.5400
(franchisee closed 1 restaurant in Massachusetts, 1 restaurant in New Hampshire, and continues to operate other restaurants)

TGI Friday's Inc. and its affiliates
Southlake, TX 76092
(972) 662.5400
(franchisee closed 3 restaurants in Maryland, 4 restaurants in Nevada, 3 restaurants in New York, 1 restaurant in Tennessee, and left the system)

Tri-C, Inc.
Sevierville, TN 37876
(865) 428-1823
(franchisee closed 1 restaurant in Tennessee and left the system)

United Restaurant Group, L.P.
Glen Allen, VA 23060
(804) 747-5050

(franchisee closed 3 restaurants in Virginia, 1 restaurant in North Carolina, 1 restaurant in Delawar, and left the system)

2555 Falcons Food, LLC
Snellville, GA 30078
(770) 736-2181
(franchisee closed 1 restaurant in West Virginia and left the system)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.
***

LIST OF FRANCHISEES THAT TRANSFERRED A RESTAURANT TO NEW OWNERS (OTHER THAN THE FRANCHISOR) DURING THE FISCAL YEAR ENDING 12/30/2024

None

EXHIBIT F

SUMMARY OF ACKNOWLEDGEMENTS

EXHIBIT F

TGI FRIDAYS FRANCHISOR, LLC
SUMMARY OF ACKNOWLEDGMENTS
AND
FRANCHISEE QUESTIONNAIRE

***The following language applies only to transactions governed by the California Franchise Investment Law — This questionnaire does not apply to franchises who intend to operate the franchised business in the State of California.**

Franchisee:	________________________________
State of Formation:	________________________________
Address of Principal Place of Business:	________________________________
Franchisee's Representative:	________________________________
Residence Address of Representative:	________________________________

As you know, TGI Fridays Franchisor, LLC ("Franchisor") and the Franchisee ("You") are preparing to enter into a Franchise Agreement for the operation of a TGI Fridays™ Restaurant (the "Franchise"). The purpose of this Summary of Acknowledgments and Franchisee Questionnaire is to determine whether any statements or promises were made to you that Franchisor 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.

Indicate your acknowledgment and agreement with each of the following statements by initialing each and signing below:

	The Franchisee is a domiciliary of the state of __________ and is not a domiciliary of any other state.
	The territory to be developed and/or location of franchised business is: __________.
	You received Franchisor's Franchise Disclosure Document ("FDD") dated __________.
	Date of Receipt: __________.
	You received the **FDD** at least fourteen calendar days before execution of the Franchise Agreement and at least fourteen calendar days before making any payment for the franchise.

	You received and personally reviewed the **FDD.**
	You signed a Receipt for the **FDD** indicating the date you received it.
	You understand the information contained in the **FDD.**
	You received and personally reviewed the Franchise Agreement and each exhibit attached to it.
	You received a copy of the Franchise Agreement with all material blanks fully completed. Date of Receipt: __________.
	You understand your financial and other obligations under the Franchise Agreement.
	You have discussed the economic and business risks of owning and operating the Franchise with an attorney, accountant or other professional advisor.
	You understand the economic and business risks associated with operating the Franchise.
	You understand that the success or failure of the Franchise will depend in large part upon your skills and abilities, business acumen, the location, the local market for products under our trademarks, the local competition, interest rates, the economy, inflation, the number of employees you hire and their compensation and other economic and business factors. You further acknowledge that the economic and business factors that exist at the time of opening of the franchise may change.
	No employee or other person speaking on behalf of Franchisor made any statement or promise to you or anyone else regarding the amount of money you may earn in operating the Franchise that is contrary to, or different from, the information contained in the FDD.
	No employee or other person speaking on behalf of Franchisor made any statement or promise to you or anyone else concerning the total revenues the Franchise may generate that is contrary to, or different from, the information contained in the FDD.
	No employee or other person speaking on behalf of Franchisor 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 to achieve from operating the Franchise that is contrary to, or different from, the information contained in the FDD.
	No employee or other person speaking on behalf of Franchisor 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 FDD.
	You understand that you have not been granted any territorial rights other than as specifically set forth in the Franchise or Development Agreement.
	You understand Franchisor or other Franchisee operated stores may open near your stores so long as they are outside of any geographically defined radius restriction or protected territory specifically defined in your Agreements.
	You understand that Franchisor and its affiliates retain the right to engage, directly or through others, in the production, distribution or sale of food products, beverages and services under the Franchisor's name under systems other than the system pursuant to which your location is operated, and that these other methods of distribution may compete with your restaurant.
	You acknowledge that the license granted in the Franchise Agreement is for the right to operate a franchise at the authorized location only and, other than expressly set forth in writing in the Franchise Agreement, includes no exclusive area or protected area, and that in the absence of a valid Development Agreement in good standing for the subject territory, the Franchisor and its affiliates have the right to issue franchises or operate company operated restaurants at locations near the authorized location.

If you did not acknowledge or agree to any question, please provide a full explanation in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have acknowledged and agreed to each of the foregoing questions, please leave the following lines blank.

____

____

____

Which of our representatives/employees have you worked with during the franchise sales process? (please place a check mark by the representative(s) below you worked with and note on the following blank line if there were other representatives/employees you worked with)

Raymond Blanchette _______ Ashley Kirkley _____ Eric Easton _____ Phil Broad _________

____

(other representatives/employees?)

Have all of your questions been answered? Yes _____ No _____

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

By signing this Summary of Acknowledgments and Franchisee Questionnaire, you are representing that you have responded truthfully to the above questions. *This Questionnaire cannot be signed and dated the same day as the Receipt but must be signed and dated the same date you sign your Franchise Agreement and remit your Franchise Fee.*

The following language applies only to transactions governed by the Maryland Franchise Registration and Disclosure Law:

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

The following language applies only to transactions governed by the Washington Franchise Investment Protection Act:

Do not sign this Questionnaire if you are a resident of Washington or the franchise is to be operated in Washington.

[SIGNATURES ON THE FOLLOWING PAGE]

____
FRANCHISE APPLICANT

____________________, 20__

ENTITY

By:______________________
Name:____________________
Title:_____________________
Date:_____________________

EXHIBIT G

GENERAL RELEASE

EXHIBIT G

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is executed on __________ by ____________________ ("Franchisee"), ____________________ (collectively, "Principal Owners") and ____________________ (collectively, "Guarantors") as a condition of (1) transfer of the Development Agreement dated __________ ("Development Agreement") between Franchisee and TGI Fridays Franchisor, LLC ("Franchisor"); or (2) transfer or renewal of the Franchise Agreement dated __________ ("Franchise Agreement") between Franchisee and Franchisor.

1. Release by Franchisee and Guarantors. Franchisee (on behalf of itself and its subsidiaries and affiliates), Principal Owners and Guarantors (on behalf of themselves and their heirs, representatives, successors and assigns) (collectively "Releasors") freely and without any influence forever release Franchisor, its parent, subsidiaries and affiliates, including without limitation, Sugarloaf Management, LLC, and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "Claims"), that Releasors ever owned or held, now own or hold or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation, and claims arising out of, or relating to the **[Development/Franchise]** Agreement and all other agreements between Franchisee, any Principal Owner and/or any Guarantor and Franchisor or its parent, subsidiaries or affiliates, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law. **TO THE EXTENT APPLICABLE, FRANCHISEE, EACH PRINCIPAL OWNER AND EACH GUARANTOR INTEND THIS SECTION TO COVER, ENCOMPASS, RELEASE AND EXTINGUISH ALL CLAIMS AND MATTERS THAT MIGHT OTHERWISE BE RESERVED BY CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."**

2. Risk of Changed Facts. Franchisee, Principal Owners and Guarantors understand that the facts in respect of which the release in Section 1 above is given may turn out to be different from the facts now known or believed by them to be true. Franchisee, Principal Owners and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that this Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. No Prior Assignment. Franchisee, Principal Owners and Guarantors represent and warrant that the Releasors are the sole owners of all Claims and rights released hereunder and that Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1 above.

4. Covenant Not To Sue. Franchisee, Principal Owners and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 above with respect to any Claim released under Section 1 above.

5. Complete Defense. Franchisee, Principal Owners and Guarantors: (i) acknowledge that this Release shall be a complete defense to any Claim released under Section 1 above; and (ii) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of the successors, assigns, heirs and personal representatives of Franchisor and bind the successors, assigns, heirs and personal representatives of each Releasor.

IN WITNESS WHEREOF, Franchisee, Principal Owners and Guarantors have executed this Release as of the date shown above.

ATTEST:	**FRANCHISEE:**
______________________________	______________________________
Print Name:______________________	Print Name:______________________
	Title:__________________________
	Date:__________________________
WITNESS:	**PRINCIPAL OWNER:**
______________________________	______________________________
Print Name:______________________	Date:__________________________
WITNESS:	**GUARANTOR:**
______________________________	______________________________
Print Name:______________________	Date:__________________________

EXHIBIT H

AUDITED FINANCIAL STATEMENTS

TGI Fridays Franchisor, LLC

Financial Statements
As of December 30, 2024 and December 25, 2023
and the Years Ended December 30, 2024, December
25, 2023 and December 26, 2022

BDO

TGI Fridays Franchisor, LLC

Financial Statements

As of December 30, 2024 and December 25, 2023 and the Years Ended December 30, 2024, December 25, 2023 and December 26, 2022

TGI Fridays Franchisor, LLC

Contents

Tel: 614-488-3126
Fax: 614-488-0095
www.bdo.com

300 Spruce Street, Suite 100
Columbus, OH 43215

Independent Auditor's Report

The Member
TGI Fridays Franchisor, LLC
Dallas, Texas

Opinion

We have audited the financial statements of TGI Fridays Franchisor, LLC (the Company), which comprise the balance sheet as of December 30, 2024, and the related statements of operations, changes in member's (deficit) equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matters

The 2023 financial statements of the Company were audited by other auditors, whose report dated May 10, 2024, expressed an unmodified opinion on those statements with an emphasis of matter for substantial doubt about the Company's ability to continue as a going concern, as well as, regarding allocation of income and expenses from TGI Friday's Inc.

The 2022 financial statements of the Company were audited by other auditors, whose report dated April 21, 2023, expressed an unmodified opinion on those statements with an emphasis of matter regarding allocation of income and expenses from TGI Friday's Inc.

Emphasis of Matter

The accompanying financial statements have been prepared from the separate records maintained by the Company and may not be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated entity of TGIF Funding, LLC, TGI Friday's Inc. or TGIF Midco, Inc. There have been no allocations made of certain income and expenses from TGI Friday's Inc. that may be applicable to the Company as a whole.

Substantial Doubt About the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As described in Note 2 to the financial statements, the Member of the Company has substantial debt commitments, which the Company is jointly and severally liable for, has a net capital deficiency, and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

BDO USA, P.C.

October 28, 2025

Financial Statements

TGI Fridays Franchisor, LLC

Balance Sheets
(in Thousands)

	December 30, 2024	December 25, 2023
Assets		
Current Assets		
Cash and cash equivalents	$ 317	$ 425
Accounts receivable, net	10,349	28,393
Contract costs, current	299	-
Total Current Assets	10,965	28,818
Other Assets		
Intangible assets, net	64,500	184,471
Contract costs, net of current	2,490	-
Other assets	44	42
Total Other Assets	67,034	184,513
Total Assets	$ 77,999	$ 213,331
Liabilities and Member's (Deficit) Equity		
Current Liabilities		
Accounts payable	$ 192	$ -
Accrued liabilities	126	-
Deferred licensing fees	14,922	-
Deferred franchise fees	487	804
Total Current Liabilities	15,727	804
Long-Term Liabilities		
Deferred licensing fees, net of current	124,350	-
Deferred franchise fees, net of current	2,524	3,561
Other long-term liabilities	448	465
Total Long-Term Liabilities	127,322	4,026
Total Liabilities	143,049	4,830
Member's (Deficit) Equity		
Contributed capital	239,578	235,873
Accumulated deficit	(304,628)	(27,372)
Total Member's (Deficit) Equity	(65,050)	208,501
Total Liabilities and Member's (Deficit) Equity	$ 77,999	$ 213,331

See accompanying notes to the financial statements.

TGI Fridays Franchisor, LLC

Statements of Operations
(in Thousands)

Years ended	December 30, 2024	December 25, 2023	December 26, 2022
Revenues			
Royalties	$ **34,056**	$ 40,526	$ 41,038
Franchise fees	**1,683**	1,366	1,159
Revenues from TGIF owned stores	**2,275**	17,091	19,394
Licensing fees	**15,343**	11,875	13,599
Total Revenues	**53,357**	70,858	75,190
Operating Expenses			
Asset impairment	**116,900**	-	-
General and administrative expenses	**4,346**	185	1,364
Provision for credit losses	**25,160**	976	75
Amortization	**3,071**	5,670	5,670
Total Operating Expenses	**149,477**	6,831	7,109
Net (Loss) Income, before income tax expense	**(96,120)**	64,027	68,081
Income tax expense	**1,806**	1,857	1,716
Net (Loss) Income	$ **(97,926)**	$ 62,170	$ 66,365

See accompanying notes to the financial statements.

TGI Fridays Franchisor, LLC

Statements of Changes in Member's (Deficit) Equity
(in Thousands)

	Contributed Capital	Accumulated Deficit	Total
Balance, December 27, 2021	$ 235,873	$ (29,159)	$ 206,714
Net income	-	66,365	66,365
Distribution to Issuer	-	(65,650)	(65,650)
Balance, December 26, 2022	235,873	(28,444)	207,429
Net income	-	62,170	62,170
Distribution to Issuer	-	(61,098)	(61,098)
Balance, December 25, 2023	235,873	(27,372)	208,501
Net loss	**-**	**(97,926)**	**(97,926)**
Contribution from Issuer	**3,705**	**-**	**3,705**
Distributions to Issuer	**-**	**(179,330)**	**(179,330)**
Balance, December 30, 2024	**$ 239,578**	**$ (304,628)**	**$ (65,050)**

See accompanying notes to the financial statements.

TGI Fridays Franchisor, LLC

Statements of Cash Flows
(in Thousands)

Years ended		December 30, 2024		December 25, 2023		December 26, 2022
Cash Flows from Operating Activities						
Net (loss) income	$	**(97,926)**	$	62,170	$	66,365
Adjustments to reconcile net (loss) income to net cash and cash equivalents from operating activities:						
Asset impairment		**116,900**		-		-
Provision for credit losses		**25,160**		(51)		75
Amortization of franchise rights		**3,071**		5,670		5,670
Changes in operating assets and liabilities:						
Accounts receivable		**(10,579)**		38		(654)
Receivables from affiliates		**3,464**		(4,978)		(5,929)
Contract costs		**(2,789)**		-		-
Other assets		**(2)**		253		-
Accounts payable		**192**		(427)		(555)
Accrued liabilities		**126**		(1)		(13)
Deferred franchise fees		**(1,354)**		(701)		(588)
Deferred licensing fees		**139,272**		-		-
Other long-term liabilities		**(18)**		(525)		577
Net Cash and Cash Equivalents Provided by Operating Activities		**175,517**		61,448		64,948
Cash Flows from Financing Activities						
Proceeds from borrowing on long-term debt		**3,705**		-		-
Distributions to Issuer		**(179,330)**		(61,098)		(65,650)
Net Cash and Cash Equivalents Used in Financing Activities		**(175,625)**		(61,098)		(65,650)
Net (Decrease) Increase in Cash and Cash Equivalents		**(108)**		350		(702)
Cash and Cash Equivalents, beginning of year		**425**		75		777
Cash and Cash Equivalents, end of year	$	**317**	$	425	$	75
Supplemental Disclosure of Cash Flow Information						
Cash paid during the year for taxes	$	**1,757**	$	1,905	$	1,724
Payable to Issuer converted to equity as contribution	$	**3,705**	$	-	$	-

See accompanying notes to the financial statements.

1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

TGI Fridays Franchisor, LLC (the "Company") is a special purpose Delaware Limited Liability Company (LLC) and wholly-owned subsidiary of TGIF Funding, LLC (the "Issuer"), which is a special purpose Delaware LLC and wholly-owned subsidiary of TGI Friday's Inc. ("TGIF" or the "Parent").

The Company holds certain intellectual property, franchise agreements, licensing agreements, and development agreements, which were contributed from TGIF and Issuer on March 2, 2017. The Company was formed for the primary purpose of franchising casual dining restaurants under the "TGI Friday's" brand name with locations internationally and in the United States as of December 30, 2024, December 25, 2023 and December 26, 2022.

The Company does not own or operate any TGIF branded restaurants; however, the Company earns royalty payments from entities that operate TGIF-owned restaurants at the TGIF-owned restaurant royalty rate, which is up to 5%.

As of December 30, 2024, December 25, 2023 and December 26, 2022, the Company had 437, 632 and 694 franchised restaurants, respectively, which includes TGIF owned restaurants.

Basis of Presentation

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Reporting Period

The Company's fiscal year is the 52- or 53-week period ending on the last Monday in December. The fiscal year ended December 30, 2024 ("2024") included 53 weeks, the fiscal year ended December 25, 2023 ("2023") included 52 weeks, and the fiscal year ended December 26, 2022 ("2022") included 52 weeks.

Use of Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ materially from those estimates.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk include cash and cash equivalents. Accounts at each institution are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. At December 30, 2024 and December 25, 2023, the Company had amounts in excess of insured limits.

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees for royalties and franchise fees, along with licensing fees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the TGIF brand and market conditions within the casual dining restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and the short-term nature of the franchise receivables.

As of December 30, 2024, one franchisee accounted for at least 10% of total receivables, with a balance of $3,771. No individual licensing customer accounted for more than 10% of net accounts receivable at that date. As of December 25, 2023, no franchisee accounted for at least 10% of total receivables, while one licensing customer accounted for more than 10% of net accounts receivable, with a balance of $3,390.

Cash and cash equivalents

Cash and cash equivalents are highly liquid investments that have an original maturity of three months or less. The fair value of cash equivalents approximates their carrying value because of the short maturity of the instruments.

Accounts Receivable

The Company's receivables primarily consist of amounts due from franchisees related to initial franchise fees, royalty fees, and licensing fees. The Company maintains an allowance for credit losses that is calculated under the current expected credit loss ("CECL") model. The CECL model applies to financial assets measured at amortized cost and requires the Company to reflect expected credit losses over the remaining contractual term of the asset. The Company uses an aging method to estimate allowances for credit losses under the CECL model as the Company has determined that the aging method adequately reflects expected credit losses, as corroborated by historical losses. Management analyzes past payment trends, the age of franchisee balances, historical losses, forward-looking information, and analysis of existing economic conditions where relevant. Interest is not charged on past due accounts. Recoveries of receivables previously written-off are recorded when received. As of December 30, 2024 and December 25, 2023, the Company had an allowance of $8,867 and $83, respectively.

Contract Costs

The Company occasionally incurs commission expenses paid to third parties under agreements that license the third parties to solicit, screen, and evaluate prospective franchisees or licensees. The commissions on fees are capitalized as contract costs and expensed over the term of the respective agreement. Contract costs capitalized were $2,789 and $0 as of December 30, 2024 and December 25, 2023, respectively.

(in Thousands)

The following table illustrates the estimated amortization expense to be recognized in the future related to contract costs as of December 30, 2024:

Fiscal year ending		
2025	$	299
2026		299
2027		299
2028		299
2029		299
Thereafter		1,294
Total	$	2,789

Contract Balances

Following is an analysis of the activity in contract balances. Contract assets arise when the company transfers goods or services to a customer in advance of receiving consideration from the customer. Contract liabilities represent the company's obligation to transfer goods or services to a customer when consideration has already been received from the customer.

		December 30, 2024		December 25, 2023		December 26, 2022
Accounts receivable, net	$	**10,349**	$	28,393	$	23,402
Contract costs - current		**299**		-		-
Contract costs - long-term		**2,490**		-		-
Deferred licensing fees - current		**14,922**		-		-
Deferred licensing fees - long-term		**124,350**		-		-
Deferred franchise fees - current		**487**		804		805
Deferred franchise fees - long term		**2,524**		3,561		4,261

Intangible Assets

Intangibles assets include franchise rights and the tradename.

Acquired intangible assets are subject to amortization, stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets.

The Company evaluates the carrying value of intangible assets whenever events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Estimated future undiscounted cash flows from an asset group are used to measure whether the assets are recoverable.

Impairment, if any, is recorded based on the excess of the asset's carrying value over fair value. Fair value is determined primarily using present value techniques based on projected cash flows from the asset group.

The Company recognized an impairment charge of $116,900 relating to its tradename asset during the year ended December 30, 2024. This amount is included in operating expenses as a separately stated item on the statements of operations.

The Company did not identify any events or circumstances during the years ended December 25, 2023 and December 26, 2022, that would indicate that the fair value of the intangible assets is more likely than not less than the carrying value of the intangible assets and did not perform any further impairment testing. No impairment charges were recorded during the years ended December 25, 2023 and December 26, 2022.

Income Taxes

The Company is treated as a disregarded entity for federal and state income tax purposes. Consequently, all tax effects of the Company's income or loss are passed through to its member. Accordingly, no provision for federal or state income taxes has been made in the accompanying financial statements. The Company does recognize withholding taxes on foreign royalties and taxes.

The Company follows accounting requirements associated with uncertainty in income taxes using the provisions of Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more likely than not the positions will be sustained upon examination by the tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50% likely of being realized upon settlement.

For 2024, 2023 and 2022, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. Additionally, the Company did not incur any interest and penalties related to income taxes.

Reclassifications

Certain amounts previously reported on the balance sheets, statements of operations and statements of cash flows have been reclassified to conform to the current year presentation. These reclassifications had no impact to total assets, total liabilities or net (loss) income.

2. Going Concern

The accompanying financial statements are prepared in accordance with GAAP applicable to a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

The Company currently funds its operations primarily from cash on hand and operating cash flows. Cash held by the Company is subject to the working capital decisions made by its Parent at the discretion of the Parent, which is outside of the Company's control. In addition, the Parent filed bankruptcy in November 2024, as discussed in Note 6. Lastly, most of the Company's cash flows continue to go towards debt service obligation and management fee obligations of Issuer. These conditions and events raise substantial doubt about the Company's ability to continue as a going concern. The Company plans to continue to service existing debt and look for opportunities to refinance debt obligations.

The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might result from the outcome of this uncertainty.

(in Thousands)

3. Revenue from Contracts with Customers

The Company's revenue mainly consists of royalties and franchise fees from franchised restaurants and licensing fees for Company branded products and licensing rights.

Disaggregation of Revenue

Years ended		**2024**		2023		2022
Revenues						
Royalty revenue (point in time)	$	**36,331**	$	57,617	$	60,432
Franchise revenues (over-time)		**1,683**		1,366		1,159
Licensing revenues (point in time)		**5,395**		11,875		13,599
Licensing revenues (over-time)		**9,948**		-		-
Total Revenues	$	**53,357**	$	70,858	$	75,190

Royalties

Royalty fees are based upon a percentage of adjusted gross sales collected by the franchisees. Royalty fees are primarily related to the use of the franchise agreement and are subject to the "royalty constraint" under FASB ASC 606, *Revenue from Contracts with Customers*, and as such they are recognized as income in the same period in which the sales occur by the franchisees.

Franchise Fees

The Company generates revenues from franchising through area development agreements and individual franchise agreements. In consideration for the payment of an initial franchise fee, continuing royalties, and other amounts specified in the franchise agreement, the Company grants new franchisees the use of the TGI Friday's trademarks in accordance with the Company's system, and access to proprietary recipes and methods.

For new franchise restaurant openings, the Company's current franchise agreement requires the franchisee to pay an initial, non-refundable fee upon the signing of the agreement and continuing monthly royalty fees on adjusted gross sales. The initial term of the franchise agreement is generally ten years with a five-year renewal option, subject to certain conditions.

In accordance with ASC 606, the Company satisfies the performance obligation related to the franchise agreement and area development agreements over the term of the related agreement. Revenue related to these franchise/development agreements is recognized on a straight-line basis over the respective term in accordance with ASC 606.

The amounts received are recorded as deferred franchise fees until the Company satisfies its performance obligations under the franchise and area development agreements or upon cancellation of the area development agreement or franchise agreement by the Company due to a default, as outlined in the agreement, or by permanent store closure. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the balance sheets.

(in Thousands)

A summary of significant changes to the deferred franchise fees balance during 2024, 2023 and 2022 is shown below:

Balance, December 27, 2021	$	5,654
Amounts received in 2022 for new area development and initial franchise fee agreements		554
Revenue recognized from area development agreements and initial franchise fees		(1,142)
Balance, December 26, 2022		5,066
Amounts received in 2023 for new area development and initial franchise fee agreements		665
Revenue recognized as a result of contract terminations		(231)
Revenue recognized from area development agreements and initial franchise fees		(1,135)
Balance, December 25, 2023		4,365
Amounts received in 2024 for new area development and initial franchise fee agreements		329
Revenue recognized as a result of contract terminations		(741)
Revenue recognized from area development agreements and initial franchise fees		(942)
Balance, December 30, 2024	$	3,011

The following table illustrates the estimated franchisee fee revenue to be recognized in the future related to performance obligations that are unsatisfied as of December 30, 2024:

Fiscal year ending		
2025	$	487
2026		416
2027		394
2028		350
2029		309
Thereafter		1,055
Total	$	3,011

Licensing Fees

The Company recognizes revenues from licensing based upon sales of retail branded products under various third-party customers. These revenues are recognized in the period in which sales occur by the licensees.

In 2024, the Company amended licensing agreements with two licensees that extended rights to market, sell, and distribute certain TGI Friday's licensed products in perpetuity and royalty-free. TGI Friday's is the sole owner of the licensed materials and the goodwill associated with them. The consideration paid from these two agreements totaled $149,220 in 2024, which are shown on the balance sheets as deferred license fees and recognized as revenue over the economic life of the tradename that is being licensed, which is 10 years. Substantially all of the proceeds from these two licensing agreements were distributed to the Issuer.

Amounts that are expected to be recognized as revenue within one year are classified as current deferred licensing revenue in the balance sheets.

(in Thousands)

A summary of significant changes to the deferred licensing fees balance during 2024, 2023 and 2022 is shown below:

Balance, December 27, 2021	$	-
Amounts received and deferred in 2022		-
Revenue recognized from deferred licensing fees		-
Balance, December 26, 2022		-
Amounts received and deferred in 2023		-
Revenue recognized from deferred licensing fees		-
Balance, December 25, 2023		-
Amounts received and deferred in 2024		149,220
Revenue recognized from deferred licensing fees		(9,948)
Balance, December 30, 2024	$	139,272

The following table illustrates the estimated licensing fee revenue to be recognized in the future related to performance obligations that are unsatisfied as of December 30, 2024:

Fiscal year ending		
2025	$	14,922
2026		14,922
2027		14,922
2028		14,922
2029		14,922
Thereafter		64,662
Total	$	139,272

4. Intangible Assets, net

Tradename and franchise rights are recorded as fees are incurred or acquired. Tradename has an indefinite life and franchise rights are amortized using the straight-line method over the term of the franchise agreement which is 10 years.

Intangible assets as of December 30, 2024 and December 25, 2023 consisted of the following:

Year ended		**December 30, 2024**		December 25, 2023
Tradename	$	**181,400**	$	181,400
Impairment		**(116,900)**		-
Tradename, net		**64,500**		181,400
Franchise rights		**56,700**		56,700
Less: accumulated amortization		**(56,700)**		(53,629)
Franchise rights, net		**-**		3,071
Intangible assets, net	$	**64,500**	$	184,471

During 2024, 2023 and 2022, the Company recognized amortization expense of $3,071, $5,670 and $5,670, respectively.

5. Related Party Transactions

On March 2, 2017, the Company and Issuer entered into a management agreement with TGIF whereby TGIF managed the assets of the Company, and performed certain services, among other things, franchising, marketing, real estate, intellectual property, reporting, operational and support services on behalf of the Company. In exchange for providing such services, TGIF was entitled to receive a weekly management fee subject to funds availability. The weekly management fee was determined by dividing: (i) an amount equal to the sum of (A) a base fee of $9,200 plus (B) a fee of $21 for each franchised restaurant as of such date and $21 for each TGIF-owned restaurant as of such date; by (ii) 52 or 53 weeks, as applicable. For the years ended December 30, 2024, December 25, 2023 and December 26, 2022, the Company made distributions to Issuer of $15,523, $21,301 and $20,824, respectively, to fund management fees due to TGIF.

The term of the management agreement commenced on March 2, 2017. The agreement specified that it would be terminated upon the earlier to occur of (i) the final payment or other liquidation of the last managed assets of the Company, (ii) satisfaction and discharge of the Series 2017-1 Notes issued by Issuer, or (iii) upon the occurrence of certain acts or occurrences as defined by the management agreement.

On September 3, 2024, TGIF was terminated as the manager of the Company. FTI Consulting, Inc., the backup manager, performed the function of manager for the remainder of the 2024 fiscal year. Sugarloaf TGIF Management, LLC. was appointed as the new manager on January 1, 2025 (see note 8).

6. Commitments and Contingencies

From time to time, the Company is subject to lawsuits and other charges from customers and employees, which are typical within the industry. In the opinion of management, any open matters that may have a material effect upon the financial position of the Company are deemed remote.

Guarantees

On March 2, 2017, Issuer issued the Series 2017-1 Senior Notes in an aggregate principal amount of $375 million.

The Series 2017-1 Notes were issued in a securitization transaction pursuant to which certain of the TGIF's revenue-generating assets, consisting of existing and future franchise agreements, license agreements, existing and future intellectual property, and related revenues, were contributed or otherwise transferred over to the Company.

The Company entered into a Guarantee and Collateral Agreement on March 2, 2017 whereby it will guarantee the payment obligations of Issuer related to the $375 million of Series 2017-1 Senior Notes issued by Issuer and pledged substantially all of its assets to a trustee as security for such guarantee obligations together with the other guarantors who are jointly and severally liable.

Bankruptcy

TGI Friday's Inc. filed for Chapter 11 bankruptcy protection on November 2, 2024. The Company was not included in the bankruptcy filing, and as a result, is not directly impacted, outside of lost revenues from certain TGI Friday locations closing in the United States. TGI Friday's Inc. has not yet emerged from bankruptcy as of the date of this report, and as such, the ultimate impact to the Company has yet to be determined, if any.

7. Member's (Deficit) Equity

On March 2, 2017, in connection with the securitization transaction and the commencement of operations of the Company, TGIF contributed to the Company all franchise agreements, development agreements and franchise-related agreements with respect to TGIF's restaurants franchised in the U.S. and all other countries. In addition, TGIF contributed to the Company the intellectual property, consisting of substantially all of the existing and after-acquired U.S. and non-U.S. intellectual property, including software, and certain future licensing fees. As a result of these capital contributions, the Company commenced operations with member's equity of $227,529.

During 2024, the Issuer repaid certain debt proceeds on behalf of the Company and converted the underlying payable due to the Issuer into a contribution to the Company in the amount of $3,705.

The Company distributes retained collections to Issuer, which uses the funds to service its debt obligations and fund management fee. The Company distributed $179,330, $61,098 and $65,650 during 2024, 2023 and 2022, respectively.

8. Subsequent Events

The Company has evaluated all events and transactions that occurred between December 31, 2024 and October 28, 2025, which is the date that the financial statements were available to be issued.

On January 1, 2025, Sugarloaf TGIF Management, LLC was appointed as manager of the Franchisor due to the bankruptcy of TGIF, as discussed in Note 6.

Subsequent to year-end, several locations closed, reducing store count to 388 through the date of issuance, which may have an impact to future revenues.

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

TGI Fridays Franchisor, LLC

Unaudited financial information as of November 24, 2025 and for the eleven fiscal periods ended November 24, 2025

TGI Fridays Franchisor, LLC

UNAUDITED BALANCE SHEET

FOR THE FISCAL PERIODS ENDED November 24, 2025

(In thousands)

		P11-2025
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	$	1,037
Receivables—net		5,425
Contract costs, current		299
Total current assets		6,761
OTHER ASSETS:		
Intangible assets—net		64,500
Contract costs, net of current		2,217
Other assets		42
Total other assets		66,759
TOTAL	$	73,520
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accrued interest and other liabilities		1,037
Deferred franchise fees		502
Deferred licensing fees		14,922
Total current liabilities		16,461
Deferred franchise fees, net of current		1,851
Deferred licensing fees, net of current		110,672
Other long-term liabilities		505
Total liabilities		129,489
MEMBER'S EQUITY:		
Contributed capital		47,490
Accumulated deficit		(103,459)
Total member's equity		(55,969)
TOTAL	$	73,520

NOTE: These financial statements are preliminary pending completion of the 2025 financial audit.

TGI Fridays Franchisor, LLC

UNAUDITED STATEMENT OF OPERATIONS
FOR THE ELEVEN FISCAL PERIODS ENDED NOVEMBER 24, 2025

(In thousands)

		P11-2025
REVENUE:		
Revenues from franchisees	$	26,613
Licensing revenue		16,148
Total revenue		42,761
COSTS AND EXPENSES:		
Management fee expense		630
General and administrative		1,543
Allowance for credit losses		2,440
Total costs and expenses		4,613
INCOME FROM OPERATIONS		38,148
INCOME BEFORE TAXES		38,148
INCOME TAX EXPENSE		1,863
NET LOSS	$	36,285

NOTE: These financial statements are preliminary pending completion of the 2025 financial audit.

EXHIBIT I

ADDITIONAL DISCLOSURES AND AMENDMENTS REQUIRED BY CERTAIN STATES

EXHIBIT I

ADDITIONAL DISCLOSURES AND AMENDMENTS REQUIRED BY CERTAIN STATES

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF CALIFORNIA

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement and Development Agreement contain provisions that are inconsistent with the law, the law will control.

2. The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).

3. The Franchise Agreement and Development Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. The Franchise Agreement and Development Agreement require that you file any suit against franchisor only in the federal or state court located in Dallas County, Texas. Franchisor may file suit in the federal or state court having jurisdiction in Dallas County, Texas or in the jurisdiction where you reside or do business or where the Restaurant is or was located or where the claim arose. 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) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The Franchise Agreement and Development Agreement require application of the laws of Texas. This provision may not be enforceable under California law.

8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

9. THE CALIFORNIA FRANCHISE INVESTMENT LAW (CAL. CORP. CODE § 31119) REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT OR AT LEAST 14 DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

10. The Franchise Agreement and Development Agreement each contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. OUR WEBSITE (HTTPS://TGIFRIDAYS.COM) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE

DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

13. The highest interest rate allowed by law in California is 10% annually.

14. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (a) representations it, its employees, or its agents make to you, (b) your ability to rely on any representations it, its employees, or its agents makes to you, (c) your reliance on the franchise disclosure document, including any exhibit thereto, or (d) any violations of California's Franchise Investment Law.

15. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ___________________________________	Title: ___________________________________

CALIFORNIA AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF HAWAII

The FTC cover page is amended to include the following boldface statement:

HAWAII DISCLAIMER

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

1. Item 1 of this Disclosure Document is modified to include the following paragraph:

   The name and address of the Franchisor’s agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Honolulu, Hawaii 96813.

2. Item 17 of this Disclosure Document is modified to include the following paragraph under the Summary column of part (i):

   Under Hawaii law, on termination or refusal to renew the franchise, you are entitled to be compensated for the fair market value, at the time of the termination or expiration of the franchise, of our inventory, supplies, equipment and furnishings purchased from us or a supplier approved or designated by us; provided that personalized materials which have no value to us need not be compensated for. If we refuse to renew the franchise for the purpose of converting your Restaurant to one owned and operated by us, we, in addition to the remedies described above, are required to compensate you for the loss of goodwill. We may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, equipment and furnishings, and may offset from such compensation any moneys due us.

3. Item 20 of this Disclosure Document is modified to include the following paragraphs:

Registrations or exemptions are effective for these franchises in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

Proposed registrations or filings for these franchises are or will be shortly on file in no states.

No states have refused, by order or otherwise, to register these franchises.

No states have revoked or suspended the right to offer these franchises.

There is no state in which a proposed registration of these franchises has been withdrawn.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	FRANCHISEE:
TGI FRIDAYS FRANCHISOR, LLC	_______________________________________
By: _____________________________________	By: _____________________________________
Name: __________________________________	Name: __________________________________
Title: ___________________________________	Title: ___________________________________

HAWAII AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	DEVELOPER:
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF ILLINOIS

1. Illinois law governs the agreements between the parties to this franchise.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. Your right upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and _____________________ ("Franchisee"), a _____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) the Restaurant will be located in the State of Illinois.

2. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. The following sentence is added to the end of Section 20.02:

> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

4. The following sentence is added to the end of Section 20.04:

> Notwithstanding the foregoing, Illinois law shall govern this Agreement.

5. The following sentence is added to the end of Section 20.08:

> Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the franchisee of a written notice disclosing the violation.

6. The following sentence is added to the end of Section 28:

> Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________ Name: ____________________________________ Title: _____________________________________	By: ______________________________________ Name: ____________________________________ Title: _____________________________________

ILLINOIS AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Developer was made in the State of Illinois; (b) Developer is a resident of the State of Illinois; and/or (c) part or all of the Territory is located in the State of Illinois.

2. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. The following sentence is added to the end of Section 12.B.:

> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

4. The following sentence is added to the end of Section 12.D.:

> Notwithstanding the foregoing, Illinois law shall govern this Agreement.

5. The following sentence is added to the end of Section 12.H.:

> Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the developer becomes aware of the underlying facts or circumstances or 90 days after delivery to the developer of a written notice disclosing the violation.

6. The following sentence is added to the end of Section 20:

> Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

8. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ____________________________________	Name: ____________________________________
Title: _____________________________________	Title: _____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF INDIANA

1. Item 3 of the Disclosure Document is amended to add the following statement:

   There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Section 20.02 of the Franchise Agreement and Section 12.B. of the Development Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

INDIANA AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or Texas law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than Texas law, as stated in Section 20.04 of the Franchise Agreement.

2. Venue for litigation will not be limited to Texas, as specified in Section 20.02 of the Franchise Agreement.

3. 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, will supersede the provisions of Article 18 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Notwithstanding the terms of Article 21 of the Franchise Agreement ("Indemnification"), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.

6. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

[Signature Page Follows]

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________ Name: ____________________________________ Title: _____________________________________	By: ______________________________________ Name: ____________________________________ Title: _____________________________________

INDIANA AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The laws of the State of Indiana supersede any provisions of the Development Agreement or Texas law if such provisions are in conflict with Indiana law. The Development Agreement will be governed by Indiana law, rather than Texas law, as stated in Section 12.D. of the Development Agreement.

2. Venue for litigation will not be limited to Texas, as specified in Section 12.B. of the Development Agreement.

3. 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, will supersede the provisions of Article 10 of the Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

4. No release language set forth in the Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Section 7.D. of the Development Agreement is revised to limit the geographical extent of the post-term covenant not to compete to Developer's Territory for all development rights sold in the State of Indiana.

6. Notwithstanding the terms of Article 13 of the Development Agreement ("Indemnification"), Developer will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Developer's proper reliance on or use of procedures or materials provided by Franchisor or caused by Developer's negligence.

7. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

9. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

[Signature Page Follows]

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ____	By: ____
Name: ______________________________________	Name: ______________________________________
Title: _______________________________________	Title: _______________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for TGI Fridays Franchisor, LLC's Franchise Disclosure Document.

1. Item 5 of the Disclosure Document is amended to state the following:

   Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the development agreement opens.

2. Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement and Development Agreement which provide for termination upon bankruptcy of the franchisee/developer may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

6. Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to these Additional Disclosures.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the Restaurant will be located in the State of Maryland.

2. Based upon Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement.

3. The following sentence is added to the ends of Sections 2.03.C. (regarding renewal) and 16.02.B. (regarding transfer):

> The release requirement of this Section is not intended to nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The release required under this Section will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Section 20.02:

> Notwithstanding the foregoing, Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Section 20.08:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

6. The following sentence is added to the end of Section 20.04:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

7. Section 17.02 is deleted from the Franchise Agreement in its entirety.

8. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

10. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________ Name: ____________________________________ Title: _____________________________________	By: ______________________________________ Name: ____________________________________ Title: _____________________________________

MARYLAND AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Developer was made in the State of Maryland; (b) Developer is a resident of the State of Maryland; and/or (c) part or all of the Territory is located in the State of Maryland.

2. Based upon Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the Development Agreement opens.

3. The following sentence is added to the end of Section 8.B. (regarding transfer):

> The release requirement of this Section is not intended to nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The release required under this Section will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Section 12.B.:

> Notwithstanding the foregoing, Developer may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Section 12.H.:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

6. Section 9.B. is deleted from the Development Agreement in its entirety.

7. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

9. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ____________________________________	Name: ____________________________________
Title: ____________________________________	Title: ____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document effectively amends and revises said Disclosure Document and the Franchise Agreement and Development Agreement as follows:

1. Item 13 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.

2. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.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 Disclosure Document.

3. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> Minn. Stat. Sec. 80C.21 and Rule 2860.4400J 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, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the 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 jurisdiction.

4. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. The appropriate sections of the Franchise Agreement and Development Agreement are hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 20.08 of the Franchise Agreement and Section 12.H. of the Development Agreement regarding limitations of claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. The following statement is added to Item 6 of the Disclosure Document:

> NSF checks are governed by Minnesota Statute 604.113; which puts a cap of $30 on service charges.

9. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The appropriate sections of the Franchise Agreement and Development Agreement are hereby amended accordingly.

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Restaurant will be located in the State of Minnesota.

2. Sections 20.02, 18.02.B., and 20.07 of the Franchise Agreement are amended by the addition of the following language:

> Minn. Stat. Sec. 80C.21 and Rule 2860.4400J 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, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the 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 jurisdiction.

3. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Section 2.03.C. (regarding renewal) and Section 16.02.B. (regarding transfer) are amended by the addition of the following language:

> Minn. Rule 2860.4400D prohibits Franchisor from requiring Franchisee to assent to a general release.

5. 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 Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

6. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

7. Under Minn. Rule 2860.440J, Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. A court will determine if a bond is required. Sections 15.02.F., 18.04, and 20.06 of the Franchise Agreement are hereby amended accordingly.

8. The following sentence is added to the end of Section 20.08.

> Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action acrrues.

9. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

11. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

MINNESOTA AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Developer was made in the State of Minnesota; (b) Developer is a resident of the State of Minnesota; and/or (c) part or all of the Territory is located in the State of Minnesota.

2. Sections 12.B., 12.G., and 10.E. of the Development Agreement are amended by the addition of the following language:

> Minn. Stat. Sec. 80C.21 and Rule 2860.4400J 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, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the 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 jurisdiction.

3. No release language set forth in the Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Section 8.B. (regarding transfer) is hereby amended by the addition of the following language:

> Minn. Rule 2860.4400D prohibits Franchisor from requiring Developer to assent to a general release.

5. 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 Developer be given 90 days notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Development Agreement.

6. Franchisor will protect Developer's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Developer from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

7. Under Minn. Rule 2860.440J, Developer cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. A court will determine if a bond is required. Sections 10.C., 10.D., and 12.F. of the Development Agreement are hereby amended accordingly.

8. The following sentence is added to the end of Section 12.H.

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action acrrues.

9. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

11. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________ Name: ___________________________________ Title: ____________________________________	By: ______________________________________ Name: ___________________________________ Title: ____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

   Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

   A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

   B. No such party has pending actions, other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

   C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements – No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts – Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the Restaurant will be located in the State of New York.

2. Sections 2.03.C. and 16.02.B. of the Franchise Agreement are each hereby amended to include the following language immediately following the requirement that Franchisee execute a general release:

> Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied.

3. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 - 695 may not be enforceable.

4. Franchisor will not assign its rights under the Franchise Agreement, except to an assignee who in Franchisor's good faith and judgment is willing and able to assume its obligations under the Franchise Agreement.

5. Franchisor's right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

6. The New York Franchises Law shall govern any claim arising under that law.

7. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

[Signature Page Follows]

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ____________________________________	Name: ____________________________________
Title: _____________________________________	Title: _____________________________________

NEW YORK AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Developer was made in the State of Minnesota; (b) Developer is a resident of the State of New York; and/or (c) part or all of the Territory is located in the State of New York.

2. Section 8.B. of the Development Agreement is amended to include the following language immediately following the requirement that Developer execute a general release:

> Provided, however, that all rights enjoyed by Developer and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied.

3. Any provision in the Development Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 - 695 may not be enforceable.

4. Franchisor will not assign its rights under the Development Agreement, except to an assignee who in Franchisor's good faith and judgment is willing and able to assume its obligations under the Development Agreement.

5. Franchisor's right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

6. The New York Franchises Law shall govern any claim arising under that law.

7. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

9. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

[Signature Page Follows]

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	______________________________
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF NORTH DAKOTA

These Additional Disclosures amend and revise TGI Fridays Franchisor, LLC's Disclosure Document as follows:

1. Item 17(c) of the Disclosure Document is hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document is amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document.

4. Item 17(u) of the Disclosure Document is amended to provide that litigation shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document which requires jurisdiction of courts in Dallas County, Texas is deleted.

6. Item 17(w) of the Disclosure Document is amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of the agreements which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions the agreements which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NORTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Franchisee was made in the State of North Dakota; (b) Franchisee is a resident of the State of North Dakota; and/or (c) the Restaurant will be located in the State of North Dakota.

2. Sections 2.03.C. and 16.02.B. of the Franchise Agreement are hereby amended to indicate that Franchisee shall not be required to sign a general release.

3. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Article 15 of the Franchise Agreement is amended accordingly.

4. Section 18.02.B. of the Franchise Agreement requires Franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, this provision is hereby deleted in the Franchise Agreement.

5. Section 20.02 of the Franchise Agreement is amended to provide that litigation shall be held at a site that is agreeable to all parties.

6. Section 20.02 of the Franchise Agreement, which requires jurisdiction of courts in Dallas County, Dallas, is deleted.

7. Section 20.04 of the Franchise Agreement is amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

8. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of Franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

9. Section 20.07 of the Franchise Agreement, which requires Franchisee to consent to a waiver of trial by jury, is contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and is hereby deleted.

10. The provisions of Section 20.08 of the Franchise Agreement, which requires Franchisee to consent to a limitation of claims, is hereby amended to state that the statute of limitations under North Dakota law applies.

11. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

12. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

13. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________ Name: ___________________________________ Title: ____________________________________	By: ______________________________________ Name: ___________________________________ Title: ____________________________________

NORTH DAKOTA AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Developer was made in the State of North Dakota; (b) Developer is a resident of the State of North Dakota; and/or (c) part or all of the Territory is located in the State of North Dakota.

2. Section 8.B. of the Development Agreement is hereby amended to indicate that Developer shall not be required to sign a general release.

3. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Section 7.D. of the Development Agreement is amended accordingly.

4. Section 10.E. of the Development Agreement requires Developer to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, this provision is hereby deleted in the Development Agreement.

5. Section 12.B. of the Development Agreement is amended to provide that litigation shall be held at a site that is agreeable to all parties.

6. Section 12.B. of the Development Agreement, which requires jurisdiction of courts in Dallas County, Dallas, is deleted.

7. Section 12.D. of the Development Agreement is amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

8. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of Franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

9. Sections 10.E. and 10.J. of the Development Agreement, which require Developer to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages, are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

10. The provisions of Section 12.H. of the Development Agreement, which requires Developer to consent to a limitation of claims, is hereby amended to state that the statute of limitations under North Dakota law applies.

11. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

12. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

13. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ____________________________________	Name: ____________________________________
Title: _____________________________________	Title: _____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF RHODE ISLAND

1. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Franchisee was made in the State of Rhode Island; (b) Franchisee is a resident of the State of Rhode Island; and/or (c) the Restaurant will be located in the State of Rhode Island.

2. The following language is added to Sections 20.02 and 20.04 of the Franchise Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

5. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	FRANCHISEE:
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ____________________________________	Name: ____________________________________
Title: _____________________________________	Title: _____________________________________

RHODE ISLAND AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: (a) the offer or sale of a franchise to Developer was made in the State of Rhode Island; (b) Developer is a resident of the State of Rhode Island; and/or (c) part or all of the Territory is located in the State of Rhode Island.

2. The following language is added to Sections 12.B. and 12.D. of the Development Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

5. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ____________________________________	Name: ____________________________________
Title: _____________________________________	Title: _____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF SOUTH DAKOTA

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SOUTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

   No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

SOUTH DAKOTA AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for TGI Fridays Franchisor LLC's use in the Commonwealth of Virginia shall be amended as follows:

1. The following statements are added to Item 17(h) of the Disclosure Document:

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

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

VIRGINIA AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: _____________________________________	By: _____________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, THE DEVELOPMENT AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the Franchise Agreement, the Development Agreement, and all related agreements, regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement, development agreement, or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement, development agreement, or related agreements concerning your relationship with the franchisor. Franchise agreement and development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement or development agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement, development agreement, or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement, development agreement, or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement or development agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements, development agreements, or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement or development agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement, development agreement, or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement, development agreement, or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement, development agreement, or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement, development agreement, or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement, development agreement, or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement, development agreement, or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Non solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement, development agreement, or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement, development agreement, or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________ Name: ___________________________________ Title: ____________________________________	By: ______________________________________ Name: ___________________________________ Title: ____________________________________

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF WISCONSIN

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WISCONSIN AMENDMENT TO FRANCHISE AGREEMENT

This Amendment ("Amendment") to the Franchise Agreement dated ________________ ("Franchise Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Franchisee"), a ____________________, is entered into simultaneously with the execution of the Franchise Agreement.

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Franchise Agreement.

2. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**FRANCHISEE:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

WISCONSIN AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment ("Amendment") to the Development Agreement dated ________________ ("Development Agreement") between TGI Fridays Franchisor, LLC ("Franchisor"), a Delaware limited liability company, and ____________________ ("Developer"), a ____________________, is entered into simultaneously with the execution of the Development Agreement.

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Development Agreement.

2. The Development Agreement and any document signed in connection with the franchise are supplemented with the following language:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

4. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

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

FRANCHISOR:	**DEVELOPER:**
TGI FRIDAYS FRANCHISOR, LLC	____
By: ______________________________________	By: ______________________________________
Name: ___________________________________	Name: ___________________________________
Title: ____________________________________	Title: ____________________________________

EXHIBIT J

GIFT CARD PROGRAM
PARTICIPATING FRANCHISEE AGREEMENT

GIFT CARD PROGRAM
PARTICIPATING FRANCHISEE AGREEMENT

This Gift Card Program Participating Franchisee Agreement ("**Participation Agreement**") is entered into this ____ day of ________________, 20__, to be effective as of _________________, 20___, by and between _____________ ("**Participating Franchisee**"), located at ___________________ _______, a franchisee of TGI Fridays Franchisor, LLC ("**Franchisor**") owning and operating the TGI Fridays restaurant(s) ("**Restaurant(s)**") listed in Attachment A and such other Restaurants as franchisee may open and operate hereafter, and TGI Friday's of the Rockies, Inc., a Colorado corporation ("**TGIF**").

WHEREAS, Banc of America Merchant Services, LLC, a Delaware limited liability company ("**BAMS**") and TGIF have entered into a Premium Gift Card Processing Addendum to Master Services Agreement dated December 20, 2017 attached hereto as Exhibit A and incorporated herein by reference ("**Gift Card Processing Agreement**"), for the implementation of TGIF's branded Program as defined in the Gift Card Processing Agreement and as may be specified in the Franchisor's Manuals or otherwise. First Data Merchant Services, LLC has succeeded BAMS as to all rights, duties, and obligations under the Gift Card Processing Agreement ("**First Data**"). Participating Franchisee agrees that future amendments, agreements or renegotiation of the Gift Card Processing Agreement shall automatically be incorporated herein as if fully set forth herein;

WHEREAS, TGIF requires that, in order for Participating Franchisee to enjoy the benefits and obligations of the Gift Card Processing Agreement and to be able to sell and redeem Cards in the Program, Participating Franchisee must enter into this Participation Agreement; and

WHEREAS, Participating Franchisee has agreed to sign this Participation Agreement, thereby becoming a "**Participating Franchisee**" as defined in the Gift Card Processing Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration as set forth in the Gift Card Processing Agreement, Participating Franchisee agrees:

1. That it has received a copy of the Gift Card Processing Agreement, has accepted all the terms and conditions thereof which relate to Participating Franchisees, and shall be bound thereby.

2. To honor valid TGIF Cards presented at its Restaurants according to the terms of the TGIF Program as communicated by TGIF from time to time.

3. To notify First Data of Participating Franchisee's interpretation of the law as it relates to Cards issued in connection with the Restaurants listed in Attachment A.

4. To comply with and be bound by applicable laws and the regulations of the National Automated Clearing House Association ("**ACH**") regarding any bank account(s) required under this Participation Agreement.

5. That amounts due and owing from Participating Franchisee to First Data in connection with the Program will be automatically debited from Participating Franchisee's designated bank account(s) by ACH. Participating Franchisee understands and agrees that First Data is acting as settlement

agent for Participating Franchisee and other franchisees participating in the Program for the settlement of Card redemptions between the Program account(s) for amounts due to and/or from Participating Franchisee for redemptions of Cards. In order to set up the ACH settlement process, Participating Franchisee will complete and sign an ACH Credit and Debit Authorization as attached hereto as Attachment B, and will send the original ACH Credit and Debit Authorization to Participating Franchisee's bank and a copy to TGIF.

6. That by activating a Card, Participating Franchisee warrants that it shall maintain the necessary funds to cover the obligation created thereby. Participating Franchisee will provide updated information and forms as requested by TGIF and/or First Data, including such information and forms as needed for any new locations opened by Participating Franchisee.

7. That in the event Participating Franchisee closes any Restaurant(s), Participating Franchisee acknowledges that its obligations under this Participation Agreement, including but not limited to the liability for unfunded obligations, survive the expiration or termination of the franchise agreement relating to such closed Restaurant(s).

8. To maintain the ACH bank account associated with any closed Restaurant(s) active within the Program and fund the liability associated with Cards issued at or from such Restaurant(s) until all such cards have been redeemed.

9. That a Pool may be created through the Fridays Marketing Advisory Council (**FMAC**) to cover failed ACH transactions associated with the Program and Participating Franchisee agrees to fund its pro-rata share of assessments necessary to fund the Pool.

10. That First Data and/or TGIF may make withdrawals from the Pool, including withdrawals to cover the penalty per returned ACH, for purposes of facilitating and ensuring the timeliness of ACH transactions in the event of a shortage in any Consortium bank account within the Cash Card Program.

11. TGIF has the right to collect from the Participating Franchisee any and all amounts, including amounts assessed as penalties for returned ACH transactions and daily penalties, in order to replenish Participating Franchisee's share of the Pool.

12. That in the event Participating Franchisee is in a deficit position with respect to its financial obligations under the franchise agreement, the Program or the Pool, First Data and/or TGIF may: (a) place a hold on any credits due Participating Franchisee; (b) prevent Participating Franchisee from activating additional Cards; (c) refuse to ship additional Cards and Card Carriers to Participating Franchisee, (d) re-possess any Cards and Card Carriers not yet activated by Participating Franchisee, (e) pursue collection through legal means, and/or (f) avail themselves of any other right or remedy available by law or equity.

13. That in the event Participating Franchisee fails to perform its obligations hereunder or otherwise in relation to the Program, Participating Franchisee agrees that in addition to any remedies set forth herein, TGIF and/or Franchisor may exercise any and all remedies available pursuant to the terms of each franchise agreement for the Restaurant(s).

14. That in the event another participating franchisee declares bankruptcy or is otherwise incapable of funding its obligations relating to the Pool, the FMAC may fund the Pool to cover the unfunded obligations of such defaulting franchisee and TGIF and/or Franchisor may take such remedial measures as reasonably necessary to replenish the Pool or the FMAC by, among other things, imposing an additional fee on each new Card activation or imposing a flat fee per Participating Franchisee, or such other measures TGIF and/or Franchisor deem reasonable and equitable in the circumstances.

15. Participating Franchisee is responsible for payment of a monthly transaction fee for each Restaurant as set out in Exhibit A to the Gift Card Processing Agreement, shown thereon as the "Monthly fee Per Location", to First Data which fees will be invoiced monthly directly by First Data.

16. Each of Franchisor, TGIF, and Participating Franchisee (each, a "**Party**") represents and warrants to the other party ("**Counterparty**") that such Party is not a party with whom the Counterparty is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Each Party represents, warrants, and covenants that it is currently in compliance with, and shall at all times during the franchise agreement(s) term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. In the event of any violation of this Section 16 by a Party, the Counterparty shall be entitled to immediately terminate this Participation Agreement and the franchise agreement(s) and take such other actions as are permitted or required to be taken under law or in equity. EACH PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ITS COUNTERPARTY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SUCH COUNTERPARTY ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Participating Agreement and the franchise agreement(s).

[signature page follows]

IN WITNESS WHEREOF, this Participation Agreement has been executed on the date first above written.

PARTICIPATING FRANCHISEE:

ENTITY NAME

By: _________________________________
Name: _______________________________
Title: _______________________________

TGIF:

TGI FRIDAY'S OF THE ROCKIES, INC.

By: ____________________________________
Name: __________________________________
Title: __________________________________

EHIBIT A

GIFT CARD PROCESSING AGREEMENT

PREMIUM GIFT CARD PROCESSING ADDENDUM TO MASTER SERVICES AGREEMENT

This Premium Gift Card Processing Addendum ("Gift Card Addendum"), dated as of 12/20, 2017 ("Effective Date"), is between Banc of America Merchant Services, LLC, a Delaware limited liability company ("BAMS"), and TGI FRIDAY'S OF THE ROCKIES, INC. ("CLIENT"), A WHOLLY OWNED SUBSIDIARY OF TGI FRIDAY'S INC. . For convenience, BAMS and CLIENT are referred to herein individually as a "Party", or collectively as the "Parties". The terms of the Master Services Agreement ("MSA") between BAMS and CLIENT dated as of 12/20, 2017 are incorporated herein, and the parties hereto agree to be bound by such terms.

WHEREAS, CLIENT desires to make stored value cards available for sale or other distribution to its customers, which customers can then use to purchase goods and services; and

WHEREAS, BAMS owns and operates a closed loop gift card platform and database that stores specific information relative to each such card and provides authorization of transactions based on the current value of such cards and related services and reports; and

WHEREAS, the Parties desire to establish a stored value card program pursuant to the terms and conditions specified in this Gift Card Addendum for which BAMS will provide data processing and related services at the rates, terms and conditions specified in this Gift Card Addendum.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, covenants and agreements contained in this Gift Card Addendum, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Structure; Order of Precedence.** .

This Gift Card Addendum contains the base terms that will apply to the Services that BAMS provides to CLIENT. Terms relating to specific services and products related to the Services or the Program may be set forth in schedules or exhibits that are attached to this Gift Card Addendum. If any provision of any exhibit or addendum to this Gift Card Addendum conflicts with a provision of this Gift Card Addendum, the provision of the exhibit or addendum will control. The terms contained in a particular exhibit or addendum will apply exclusively to the services, products, or transactions described in the exhibit or addendum and will have no effect on any other exhibit or addendum, unless expressly stated otherwise.

2. **Definitions**. For the purposes of this Gift Card Addendum, the following terms have the meanings set forth below; certain other terms are defined elsewhere in this Gift Card Addendum and are used with the meanings there ascribed to them.

"Affiliate" means, with respect to either Party, a legal entity which directly or indirectly owns, controls, is owned by, or is under common ownership or control with a Party. For this purpose, control means the power, whether by ownership of voting securities, by contract or otherwise, to direct the management and operations of an entity.

"Affiliated Issuer(s)" means any CLIENT Affiliate, licensee or franchisee, based in the United States that the Parties authorize to issue Cards pursuant to the Program.

"Applicable Law" means any federal, state or local law, rule or regulation and any official interpretation thereof relating to the Cards, the Program, the Parties, or the subject matter of this Gift Card Addendum.

"Card" means either a CLIENT-issued stored value card or other form factor with a magnetic stripe or bar code or contactless chip which accesses Card Data or a CLIENT-issued virtual account that similarly accesses Card Data.

"Card Authorization Equipment" means all POS devices, telecommunications facilities, interfaces and other equipment required to electronically transmit Card transaction data from Designated Locations to BAMS.

"Card Data" is the transaction record and current value of each Card recorded in the Database.

"Cardholder" means any person possessing or using a Card or Card number.

"Card Company" means a company selected and retained by BAMS to produce Cards for the Program.

"Certification" means the process by which BAMS and CLIENT conduct a complete test of the Program, including the connectivity between CLIENT's Card Authorization Equipment and the Database, and the proper functionality of all transactions pursuant to BAMS's Specifications and as set forth in the Statement of Work throughout the implementation.

"Claim" means, for indemnity purposes under this Gift Card Addendum, any claims, actions, suits or regulatory proceedings against an Indemnified Party, and all costs (including reasonable attorneys' fees), damages, interest and liabilities assessed against or incurred by the indemnified Party resulting from such claim, action, suit, or regulatory proceeding.

"Confidential Information" includes this Gift Card Addendum and any information obtained by one Party ("Recipient") regarding the other Party ("Disclosing Party") or their respective businesses, including all systems, processes, business information and pricing relating to processing products and services; current and pro forma financial statements; forecast profit and loss plan; forecast cash flow plan; current and future investors; flow of payment transactions through internal systems; technical data and documentation, strategic planning, product/service Specifications, prototypes, computer programs, databases, drawings, models, marketing data, card data and any other tangible manifestation of the foregoing which now exist or come into the control or possession of the other Party that is marked or identified as confidential or is of a type that would be reasonably perceived to be confidential or proprietary information.

"Consortium" means a systematic method in BAMS's systems used to separate out Card program outstanding liability associated with Cards issued through a particular Program, for reporting purposes, and to identify separate companies, so that these entities can perform transactions on a given set of Cards.

"Consumer" means any person that purchases a Card from CLIENT pursuant to the Program established in this Gift Card Addendum. A Consumer may be the same person as a Cardholder, or the Consumer may be a third party that gives a Card to the ultimate Cardholder.

"Contract Year" means the twelve (12) month period commencing on the Start Date, and each anniversary thereof throughout the Term of this Gift Card Addendum.

"CLIENT Selected Card Company" means a company selected and retained by CLIENT to produce Cards for the Program in accordance with BAMS's specifications.

"Database" is the information repository systems and software owned and operated by BAMS or its suppliers.

"Designated Location" is any place (including a store, direct marketing program or Internet site) where CLIENT, a CLIENT Affiliate, a Participating Franchisee of CLIENT (if any), or a third party aggregator or distributor designated by the Parties sells Cards to Consumers, or accepts transactions from Cardholders redeeming Cards, or authorizes others to sell or redeem Cards.

"Force Majeure Event" means labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, failure or delay in receiving electronic data, earthquakes, war, acts of terrorism, revolution, civil commotion, acts of public enemies, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand, or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other event or cause whatsoever, whether similar or dissimilar to those referred to in this definition, which are beyond the reasonable control of a Party.

"Intellectual Property Rights" or "IP" means all forms of intellectual property rights and protections that have arisen or may arise in the future, or that have been obtained or may be obtained in the future, under the common law or statutory law of any state of the United States or under United States federal common or statutory law, including all right, title, and interest arising in all: (a) issued patents and any divisions, reissues, re-examinations, substitutes, continuations, continuations-in-part, or extensions of patents; (b) filed, pending, or potential applications for patents or for any divisions, reissues, re-examinations, substitutes, continuations, continuations-in-part, or extensions of patents; (c) trade secrets and trade secret rights; (d) copyrights (including print versions, electronic versions, and derivative works) and other literary property or authors' rights, whether or not protected by copyright or as a mask work; and (e) proprietary trademarks, trade names, symbols, logos, tag-lines, or brand names.

"Interfaces" means any POS, Internet, and report and file exchange messaging or data layout interfaces.

"IP Infringement Claim" means any Claim made or brought by a third party and alleging an infringement of the third party's Intellectual Property Rights that occurred while this Gift Card Addendum is or was in effect.

"Participating Franchisee" means any CLIENT franchisee (if any) that CLIENT has approved to initiate Authorizations on Cards pursuant to the Program Procedures, subject to CLIENT's supervision and control.

"POS" is a stand-alone or integrated point of sale terminal (including its operating software), device or system certified to BAMS specifications in order to be able to process on-line transactions with Cards under the Program.

"Program" means the stored value card program established and administered by CLIENT, supported by the Services provided by BAMS pursuant to the terms and conditions specified in this Gift Card Addendum.

"**Program Procedures**" means the processes and procedures by which CLIENT issues Cards and enables use of Cards at Designated Locations, including those relating to the selling and accepting of Cards, handling merchandise returns and/or refunds, assessing service fees, and resolving disputes with Cardholders.

"**Re-certification**" means an additional Certification process in the event that CLIENT makes any changes to its Card Authorization Equipment following the initial Certification of its Program.

"**Services**" means the services provided by BAMS in connection with the Program as further described in this Gift Card Addendum.

"**Specifications**" means the specifications of BAMS's proprietary closed loop gift card platform and transaction processing system, including any settings, interfaces or software related thereto.

"**Start Date**" means the first day of production processing, as determined by BAMS's implementation project timeline and as mutually agreed by the Parties in the applicable Statement of Work.

"**Statement of Work**" means the document prepared by the mutual efforts of the Parties throughout the implementation project phase that contains the detailed functional Program requirements and operating information.

"**System**" means the proprietary closed loop gift card platform(s) and transaction processing system, including any interfaces or related software, that is used by BAMS to provide the Services.

"**Terms and Conditions**" means CLIENT's terms and conditions governing Cardholders' use of Cards and other required disclosures.

3. **BAMS Program Responsibilities**. BAMS will provide the following Services in connection with the Program:

   A. **Program Implementation.** Upon execution of this Gift Card Addendum by both Parties, BAMS will start the development and implementation of the Program according to the specifications in the Statement of Work as established during the implementation project phase. The Parties will jointly endeavor to begin distribution and commercial sales of Cards by the Start Date specified in this Gift Card Addendum. The Parties may amend the Statement of Work and adjust the Start Date by mutual agreement.

   B. **Card Production.** BAMS will select and arrange for a Card Company to produce all Cards and all related items, including Card carriers, in accordance with Exhibit A. BAMS and CLIENT will complete a BAMS card order form, including, among other information, the number of Cards CLIENT wishes to order, and the specifications thereof. If CLIENT elects to retain a CLIENT Selected Card Company, BAMS will charge CLIENT a Card Management Fee in accordance with Exhibit A for each Card account established on the Database. Additionally, in connection with its use of the CLIENT Selected Card Company: (i) CLIENT will request, in writing, from BAMS the quantity of Card account numbers to be provided; (ii) Cards obtained by CLIENT directly from a CLIENT Selected Card Company must satisfy minimum compatibility standards, including BAMS's technical specifications; (iii) CLIENT will facilitate obtaining from CLIENT Selected Card Company a nondisclosure agreement between BAMS and CLIENT Selected Card Company with respect to any data or information provided by BAMS to CLIENT Selected Card Company, and until such nondisclosure agreement is signed by CLIENT Selected Card Company, BAMS will have no obligation to provide any data or information to CLIENT Selected Card Company, and BAMS will not be responsible for any resulting Card production delays or failures; and (iv) CLIENT will bear all risk of loss with respect to those Cards acquired by CLIENT directly from CLIENT Selected Card Company.

   C. **Database; Card Data.** BAMS will maintain a Database of Card Data to support the Program. Card Data will be retained on the Database for twenty four (24) months following the earlier of Card expiration (if applicable) or the date the Card balance reaches zero. At the end of such period, BAMS may remove the Card Data and all transactional history corresponding to such Card Data from the BAMS Database and archive such data in any manner reasonably determined by BAMS. As between the Parties, CLIENT will own the right, title and interest in all Card Data generated under the Program. Notwithstanding the foregoing, BAMS and its Affiliates may use and disclose any compilation or aggregation of any Card Data so long as such compiled or aggregated Card Data do not specifically relate to and are identifiable with CLIENT or any specific Card transaction.

   D. **Authorization.**

      (1) BAMS will respond to transaction authorization requests from Card Authorization Equipment and process transactions received at BAMS's data processing center in BAMS's designated format (each an "**Authorization**"). BAMS will not be responsible for determining whether Card transactions are fraudulent, improper or otherwise

unauthorized.

(2) Authorizations will be based on the available Card balance recorded in the Database. In the event that a deficiency between a transaction price and the Authorization is not collected from a Cardholder at the point of sale, CLIENT will be responsible for obtaining any outstanding balance from Cardholder.

E. **IVR; Call Center.** BAMS will operate an automated interactive voice response system ("IVR") accessible from the U.S. through a toll free telephone number, or other means, twenty-four (24) hours per day, seven (7) days per week, for the processing of mutually agreed transactions. BAMS will also staff a call center with live operators twenty-four (24) hours per day, seven (7) days per week (Christmas Day excluded), for the processing of mutually agreed transactions.

F. **Web-Based Support Tool.** BAMS will provide CLIENT access to its web-based support tool applications, the Prepaid Business Center ("PBC") and the Reporting Portal. Access to the PBC and the Reporting Portal is granted only to the CLIENT and not any third parties. The PBC and the Reporting Portal are BAMS web-hosted browser-based applications that are accessible through an Internet connection with minimum component requirements. BAMS will provide up to ten (10) active user profile identifications to CLIENT and CLIENT may make available such identifications to its employees, representatives and agents for use; provided, however, BAMS will have no responsibility arising out of or related to CLIENT's and its employees', representatives' and agents' use of such identifications or any disclosure to, or use by, third parties of such user identifications by CLIENT or its employees, representatives or agents.

G. **Reporting.** BAMS will provide CLIENT with the reports included in the Classic Report Package at no charge, as set forth in Exhibit A. All Premium Reports or any custom reports, as requested in writing by CLIENT, will be available at the fees that are also set forth in Exhibit A.

H. **Enhancements.** BAMS may make product, service and System developments, enhancements, improvements and modifications ("Enhancements") available to its customers from time to time. In the event that CLIENT wishes to utilize such an Enhancement, CLIENT will be responsible for making any necessary modifications to the Card Authorization Equipment, including upgrading the equipment to the most recent version of BAMS's Specifications. CLIENT acknowledges and agrees that Enhancements provided by BAMS shall remain the sole and exclusive property of BAMS, unless otherwise agreed by the Parties in a written amendment to this Gift Card Addendum, and shall be protected as Confidential Information.

I. **CLIENT-Requested Enhancements.** At CLIENT's request, the Parties may mutually agree to the custom development of a CLIENT-specific product, service, and System enhancement or modification (each a "Custom Development") related to the Program, subject to the Custom Development and Implementation fees specified in Exhibit A or such alternative fees as the Parties may agree in writing. Any such Custom Development by BAMS, and all rights to any software, code, technology or information related thereto or developed in connection therewith, will not be deemed works for hire and will remain the sole property of BAMS, except as otherwise expressly provided in a written amendment to this Gift Card Addendum.

J. **Consortium Development.** BAMS will develop and establish a single Consortium to support financial settlement and reporting for the Program. CLIENT may request that BAMS establish additional consortiums on the Database, such as commercial cross-consortiums with third parties or for program separation of multiple participating CLIENT brands. Each additional Consortium requested by CLIENT will be treated as a Custom Development under Section 3(I) of this Gift Card Addendum and will be subject to additional fees.

K. **Service and Dormancy Fees; Expiration Dates.** If directed by CLIENT, BAMS will configure the Database so that it will periodically deduct a predetermined fee from Card accounts and/or systemically deactivate Card accounts after a certain period of time. The determination of whether to include such a fee or expiration date, and the specific terms and conditions thereof, will be made solely by CLIENT. In the event that BAMS deems any such configurations to be unlawful, BAMS reserves the right to deny the request.

L. **Third Party Transaction Provider Services.** BAMS will provide CLIENT with the Third-Party Transaction Provider Services specified in Addendum 1 to this Gift Card Addendum.

M. **Settlement and Funds Movement.** BAMS will provide CLIENT with the Settlement and Funds Movement Services specified in Addendum 2 to this Gift Card Addendum.

N. **.Business Intelligence Reporting Tool.** BAMS will provide CLIENT with the Business Intelligence Reporting Tool specified in Addendum 3 to this Gift Card Addendum.

4. CLIENT Responsibilities.

A. **Distribution.** CLIENT will actively promote the Program to prospective customers and/or distributors, and will take commercially reasonable steps to begin distributing and selling Cards at Designated Locations no later than the Start Date.

B. **Card Authorization Equipment.** CLIENT will: (i) provide and maintain all Card Authorization Equipment that is required for CLIENT to electronically transmit Card transaction data from Designated Locations to the System; and (ii) perform any development, programming or other modifications to the Card Authorization Equipment and associated software that is necessary for CLIENT to access the System and use the Services. The Parties will certify the Card Authorization Equipment for functionality prior to Program launch. CLIENT is responsible for ensuring that any future changes to Card Authorization Equipment remain compatible with the Specifications and resolving any related technical issues. CLIENT will be responsible and will hold BAMS harmless from any liability resulting from any delays caused by the incompatibility of Card Authorization Equipment with the Specifications.

C. **Issuance of Cards.** CLIENT will be the issuer of all Cards issued under the Program, with respect to all Cards that are sold at Designated Locations. CLIENT will inform Cardholders in writing of the Terms and Conditions containing information as required by Applicable Law, including without limitation, any fees or charges associated with Card transactions or inactivity, procedures to report lost or stolen Cards (if any), minimum or maximum transaction amounts, the CLIENT's policy concerning whether lost or stolen Cards will be replaced, whether the Card is redeemable for cash, and any expiration period for the Card. CLIENT will provide the Terms and Conditions to Cardholders at Designated Locations, or in such manner as required by law or regulation.

D. **Program Procedures.**

(1) CLIENT will be solely responsible for defining and implementing the Program Procedures, as well assuring that the Program Procedures comply with the Specifications.

(2) CLIENT will be solely responsible for, assuring that the Program Procedures and the Terms and Conditions comply with Applicable Law on an on-going basis.

(3) CLIENT will be solely responsible for training CLIENT employees and Participating Franchisees regarding the Program Procedures, as well as supervising their compliance.

(4) CLIENT will coordinate with BAMS in implementing the Program and in performing the Services hereunder. CLIENT assumes liability for any disputes relative to the content of its Program Procedures or the manner in which its Program Procedures are executed by CLIENT or, alternatively, by BAMS in accordance with CLIENT's instructions. CLIENT is responsible for taking measures to prevent or reduce fraud in connection with its Program.

E. **Participating Franchisees.** CLIENT will be responsible for gathering and providing to BAMS settlement banking information (if applicable) and location details, including POS information, for any Participating Franchisees that CLIENT permits to join the Program pursuant to the Program Procedures.

F. **Monthly Reconciliation; Settlement.** CLIENT will reconcile BAMS's daily reports to its own records and make necessary adjustments to Card accounts. CLIENT will be responsible for settlement of funds among Designated Locations (as applicable to Program setup), unless CLIENT elects to use BAMS's Settlement and Funds Movement Services pursuant to this Gift Card Addendum. BAMS will have no liability for errors resulting from CLIENT's actions in performing such reconciliations and settlements.

G. **Risk of Loss.** For Cards, Card Carriers and any other tangible items ordered through BAMS (including Cards and other items produced by any Card Company), CLIENT assumes the risk of loss for Cards upon their delivery to CLIENT from BAMS or the applicable Card Company (except that CLIENT has all risk of loss, before and after delivery, for any improper or unauthorized use of pre-activated Cards). CLIENT will be responsible for all risk of loss to any tangible item that CLIENT orders from any other third parties, including any CLIENT Selected Card Company.

5. **Affiliated Issuers.**

A. Upon mutual agreement of the Parties, BAMS will provide Services to any Affiliates of CLIENT that wish to issue separate Cards under the Program, and operate as Affiliated Issuers. CLIENT will be responsible for ensuring that all Affiliated Issuers comply with the terms and conditions of this Gift Card Addendum. CLIENT is responsible for gathering and providing to BAMS settlement banking information (if applicable) and location details, including POS information, for any Affiliated Issuer that participates in the Program.

B. As agreed upon by BAMS and CLIENT in accordance with this Section, CLIENT will pay to BAMS all costs associated with the implementation of each Affiliated Issuer on the Database. CLIENT will provide to BAMS sufficient information relating to each Affiliated Issuer to enable BAMS to prepare and present to CLIENT for its approval an estimate of the costs to CLIENT of implementing such Affiliated Issuer on the Database and the estimated time to complete such implementation. Once CLIENT has approved such estimate in writing, BAMS will commence the applicable implementation. BAMS will have no obligation to commence work on any implementation prior to receiving CLIENT's written approval of the estimated costs and time for such implementation. In the event such participant ceases or otherwise fails to be an Affiliated Issuer, such entity's participation in the Program will immediately terminate, and CLIENT will promptly notify BAMS of the same.

6. Use of CLIENT Trademarks. Subject to the indemnities provided in Section 15, CLIENT may provide BAMS with CLIENT's trademarks, service marks, or other materials ("CLIENT Materials") for placement on Cards and related materials. In such event, CLIENT authorizes BAMS to provide such materials to a Card Company in accordance with CLIENT's instructions. CLIENT represents that it has all necessary rights to grant such authority. BAMS acknowledges that CLIENT and its Affiliates are the sole owners of the CLIENT Materials and of the goodwill associated therewith, and that neither BAMS nor a Card Company acquires any right, title, interest or claim of ownership in or to the CLIENT Materials, except for the limited purpose of use in connection with Cards and related materials in the Territory pursuant to CLIENT's instructions. Neither BAMS nor a Card Company will represent to the public or any third party that it has any right, title, interest or claim of ownership in the CLIENT Materials or in any registration thereof and shall not attempt to register any CLIENT Materials alone or as part of another trademark or copyright in any jurisdiction. Neither BAMS nor a Card Company will, during the Term or thereafter, contest CLIENT's or its Affiliates' ownership of the CLIENT Materials or attack the validity or distinctiveness of any CLIENT Material. All use of the CLIENT Materials and goodwill associated therewith shall inure to the sole benefit of CLIENT and its Affiliates.

7. Use of the Specifications.

A. Subject to the indemnities provided in Section 15, BAMS will provide CLIENT with the Specifications, as well as changes to its Specifications, new releases, and copies thereof on the Database. All right, title and interest in and to all Specifications will remain with BAMS or its suppliers and no title is transferred to CLIENT or to any CLIENT Selected Card Company designated by CLIENT.

B. BAMS grants CLIENT a limited, nonexclusive, nontransferable license during the Term of this Gift Card Addendum to use the Specifications solely to perform its Program obligations, including the right to develop a software interface between the Specifications and CLIENT's Card Authorization Equipment.

C. CLIENT will not copy, modify, distribute, display, rent, reverse engineer, decompile, create derivative works of, or disassemble the Specifications, nor will CLIENT allow any other party to do so, except to the extent necessary for CLIENT to perform its responsibilities under this Gift Card Addendum or as permitted by Applicable Law. CLIENT acknowledges that the Specifications are proprietary to BAMS, and will be protected as Confidential Information subject to Section 9. CLIENT will not alter, remove, modify or suppress any notices in the Specifications.

8. Fees; Payment. CLIENT agrees to pay the fees set forth in Exhibit A and in any service-specific addendums to this Gift Card Addendum.

A. Payment Terms Invoices are due and payable within thirty (30) days of invoice date. All amounts payable hereunder will be paid in U.S. currency. Past due amounts for undisputed invoices will be subject to interest at the rate equal to the lesser of ten percent (10%) per annum or the maximum rate permitted by Applicable Law.

B. Payment of Taxes and Other Charges.

(1) The fees set forth in Exhibit A do not include any such federal, state or local taxes, however designated, which may be levied on Services and/or on the purchase of Cards.

(2) CLIENT will promptly pay BAMS for all taxes and similar charges which are imposed by any governmental authority in connection with BAMS's fulfillment of its obligations under this Gift Card Addendum, whether BAMS has already paid the taxes or other charges on behalf of CLIENT or whether BAMS is required to collect and pay them.

(3) CLIENT authorizes BAMS to calculate the total amount of applicable taxes, as well as all other customs, duties, fees or other charges imposed by a governmental authority arising out of or incidental to this Gift Card Addendum, that are due from CLIENT under this Gift Card Addendum. CLIENT will provide BAMS with all information necessary for BAMS to compute and remit the taxes (including any tax exempt certificate, claim letter, or other documentation). BAMS will then remit the taxes to the appropriate taxing authority on behalf of CLIENT, based on the information available to BAMS. If BAMS under-calculates or over-calculates any taxes, as a result of information provided by CLIENT, CLIENT will be responsible for promptly paying any shortfalls (including

penalties or interest) and for collecting any refunds from the appropriate taxing authority. However, BAMS will be responsible for any underpayment penalty to the extent the underpayment results from BAMS's negligence.

(4) The obligation in this Section 8 does not apply to income taxes payable by BAMS on amounts earned by BAMS or property taxes payable by BAMS on property owned by BAMS.

C. **Invoice Disputes.** If a bona fide dispute exists regarding an invoice, CLIENT will promptly notify BAMS and pay the undisputed portion in accordance with this Section. Billing disputes not resolved within ninety (90) days will be resolved in accordance with Section 12. If it is ultimately determined that CLIENT owes BAMS the disputed portion of an invoice, then CLIENT will pay the amount of the disputed portion plus interest in accordance with this Section from the due date of the disputed invoice.

D. **Fee Adjustments.** i) Card fees are subject to pass through adjustment related to any increases in the fees or rates charged to BAMS for PVC, laminate and magnetic stripe materials; royalties; or any other uncontrolled costs, at any time, to the extent of any Card Company rate adjustment; and (ii) telecommunications fees may be adjusted in the event of a rate change by BAMS's underlying telecommunications providers.

9. Confidentiality. Each Party agrees, both during and after the Term of this Gift Card Addendum, to hold the Confidential Information of the other Party in the strictest confidence.

A. **Confidentiality Obligations.** Except as expressly authorized by the prior written consent of the Disclosing Party, the Recipient will (i) limit access to any Confidential Information received by it to its directors, officers, employees, agents, consultants, representatives, or subcontractors ("Representatives") who have a need-to-know in connection with the performance of the Recipient's obligations under this Gift Card Addendum, or the enforcement of Recipient's rights under this Gift Card Addendum, and only for use in connection therewith; (ii) advise those Representatives having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Gift Card Addendum; (iii) take appropriate action by instruction or agreement with such Representatives having access to the Confidential Information to fulfill its obligations under this Gift Card Addendum; (iv) protect all Confidential Information received by Recipient using a reasonable degree of care, but not less than that degree of care Recipient uses in protecting its own similar information or material; and (v) except as otherwise provided above, and except as necessary to comply with Applicable Law, not disclose any such Confidential Information to third parties.

B. **Exceptions.** The obligations of confidentiality and restriction on use in this Section 9 will not apply to any Confidential Information that the other Party proves: (i) was in the public domain prior to the date of this Gift Card Addendum or subsequently came into the public domain through no fault of the other Party; (ii) was lawfully received by the other Party from a third party free of any obligation of confidence to such third party; (iii) was already in the possession of the other Party prior to receipt thereof, directly or indirectly, from the Disclosing Party; (iv) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the Disclosing Party as much advance notice of the possibility of such disclosure as practical so that the Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or (v) is subsequently and independently developed by employees, consultants or agents of the other Party without reference to the Confidential Information disclosed under this Gift Card Addendum.

C. **Rights in Confidential Information.** Except as specifically provided for herein, this Gift Card Addendum does not confer any right, license, interest or title in, to or under the Confidential Information to the other Party. Except as specifically provided for herein, no license to Confidential Information is granted to the Recipient, by estoppel or otherwise, under any patent, trademark, copyright, trade secret or other proprietary rights of the Disclosing Party. Title to the Confidential Information will remain solely with the Disclosing Party. CLIENT shall not obtain any proprietary rights in any proprietary or Confidential Information which has been or is disclosed in connection with this Gift Card Addendum, directly or indirectly, to CLIENT or any of its affiliates by BAMS or its affiliates, including without limitation any data or information that is a trade secret or competitively sensitive material whether owned or licensed or otherwise provided by BAMS or its affiliates, user manuals, screen displays and formats, computer software, methodologies, systems, products, System architecture and documentation, in each case, whether owned, licensed or otherwise provided or used by BAMS, software performance results, flow charts, and other specifications (whether or not electronically stored), data and data formats (collectively, "BAMS's Proprietary Information") whether any of the materials are developed or purchased specifically for performance of this Gift Card Addendum or otherwise. CLIENT agrees to, and shall cause its affiliates to, return to BAMS all of BAMS's Proprietary Information upon the expiration or termination of this Gift Card Addendum.

D. **Use; Destruction.** Upon the request of the Disclosing Party, the Recipient will use reasonable efforts to collect and surrender (or confirm the destruction or non-recoverable data erasure of computerized data) all Confidential Information disclosed in connection with this Gift Card Addendum, except as may be required to be kept in accordance with any legal or regulatory requirement.

E. **Equitable Relief.** The Parties agree that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Gift Card Addendum. Accordingly, in addition to all other remedies that each Party may have, each Party, as applicable, may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Gift Card Addendum. Each Party agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief.

10. Exclusivity. During the Initial Term and any Renewal Term of this Gift Card Addendum (as defined in Section 11): CLIENT agrees that BAMS will be the sole and exclusive the provider of Services as it applies to the processing of Gift Card transactions payments for CLIENT and its Affiliates. BAMS will be a non-exclusive provider of Card production services.

11. Term. This Gift Card Addendum is effective upon the parties as of the Effective Date. The Initial Term shall commence upon the Start Date and thereafter shall continue in force as described in Subsection 2.1 of the MSA.

12. Dispute Resolution.

A. Any controversy or claim between BAMS and CLIENT arising out of or relating to this Gift Card Addendum or the Services (whether based on contract, tort, common law, equity, statute, regulation, order or otherwise) ("Dispute") will be resolved as follows: (1) at the written request of either BAMS or CLIENT, the Parties will each appoint a representative to meet and attempt to resolve such Dispute; and (2) the designated representatives will meet as often as the Parties reasonably deem necessary to resolve the Dispute without formal proceedings.

B. A Dispute may not be submitted to litigation or arbitration until the earlier of: (1) the date that the designated representatives conclude in good faith that amicable resolution through continued negotiation does not appear likely; or (2) sixty (60) days after the date that either Party requested negotiation of the Dispute pursuant to this Section 12.

C. This Section 12 may not be construed to prevent a Party from instituting formal proceedings at any time to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to seek temporary or preliminary injunctive relief pursuant to Section 9(E).

13. Termination For Cause. This Gift Card Addendum may be terminated upon the occurrence of any of the following conditions:

A. Either Party may terminate the Gift Card Addendum if the other Party (or an Affiliate) commits a material breach of its terms, and fails to cure the breach within thirty (30) business days after receipt of notice from the non-breaching Party;

B. Either Party may terminate this Gift Card Addendum if: (a) the other Party files a voluntary petition of bankruptcy provided that such petition is not withdrawn or dismissed within sixty (60) days of filing, (b) any pleading seeking any reorganization, liquidation, or dissolution under any law is filed against the other Party, and that Party admits or fails to contest the material allegations of any such pleading filed against it, (c) an order for relief is entered against the other Party under the U.S. Bankruptcy Code, (d) a receiver is appointed for a substantial part of the assets of the other Party, (e) an assignment for the benefit of creditors or similar disposition of assets of the other Party is made, or (f) the other Party ceases to conduct business operations generally;

C. BAMS may terminate this Gift Card Addendum if CLIENT fails to pay any undisputed amount due within fifteen (15) days after receipt of notice;

D. BAMS may terminate this Gift Card Addendum in the event that CLIENT uses the Service or the Program for fraudulent, illegal or unauthorized activities, or in the event that CLIENT fails to notify BAMS of any fraudulent, illegal or unauthorized activity of which it becomes aware in connection with the Program. CLIENT agrees to use good faith efforts to mitigate excessive non-financial Card transactions (such as balance inquiries) and to promptly notify BAMS of any such excessive activity. BAMS, in its sole discretion may suspend the provision of Services under this Gift Card Addendum as and to the extent necessary to investigate such activities.

E. **Adverse Change in Applicable Law.** In the event of a change in Applicable Law, adverse regulatory action (including conclusion of regulatory proceeding, investigation, or inquiry) regarding the application of any Applicable Laws, (an "Adverse Change") that has a material adverse effect upon a Party's cost of performing or a Party's ability to perform its obligations under this Gift Card Addendum, or upon a Party's ability to exercise its rights under this Gift Card

Addendum, including the right to full payment of amounts contemplated hereunder, the Parties will meet within fourteen (14) days of the affected Party's written request to consider changes to this Gift Card Addendum and/or administration of the Card, the Program or the Service to address such Adverse Change. If the Parties are unable to agree to such changes within thirty (30) days of the date of the original notice, then the affected Party may terminate this Gift Card Addendum by providing written notice to the other Parties; *provided* that in no event will any Party be obligated to take any action or fail to take any action in violation of Applicable Law.

14. Effect of Termination.

A. In the event of a termination for cause under Section 13, all amounts payable under this Gift Card Addendum will be due and owing upon demand by the non-breaching Party.

B. If requested by CLIENT at least ninety (90) days before termination, BAMS will continue to provide Services for unexpired Cards that were activated prior to the effective date of termination for up to twelve (12) months following the date this Gift Card Addendum was to have terminated (the "Transition Period"). The Transition Period Services are subject to all terms of this Gift Card Addendum except that BAMS may require advance payment. Upon the effective date of termination, unless otherwise agreed in writing by the Parties, BAMS will have no further obligation to establish new Cards on the Database, except in the case where a replacement Card is issued to replace a lost or stolen Card. BAMS has no obligation to provide the Services for a Transition Period if BAMS terminates this Gift Card Addendum for cause pursuant to the grounds established in Section 13.

C. BAMS will deliver Card Data to CLIENT in BAMS's standard format within ninety (90) days of CLIENT's written request if such request is received during the Transition Period, and will include all Card Data for services provided through the end of the Term to ensure that CLIENT receives all Card Data. BAMS may impose additional fees for customization of this data.

15. Intellectual Property Indemnification. In addition to the indemnity obligations set forth in Section 4 of the MSA, each Party agrees to indemnify the other Party for IP Infringement Claims as follows:

A. Intellectual Property Indemnification and Other Obligations of BAMS.

(1) Subject to the exclusions set forth in Section 15(A)(3), BAMS will, at its expense, indemnify, hold harmless, and defend CLIENT from and against all IP Infringement Claims brought against CLIENT to the extent that the IP Infringement Claims result from CLIENT's use of the Services or the Specifications.

(2) Subject to the exclusions set forth in Section 15(A)(3), if BAMS determines that the Services, any portion of the Services, or any portion of the Specifications likely infringes or otherwise violates a third party's Intellectual Property Rights, or that it is otherwise in the Parties' best interests to reduce or avoid the risk of an actual or potential infringement or violation of a third party's Intellectual Property Rights, then BAMS, at its option and expense, may either:

(a) Obtain the right for CLIENT to continue using the infringing or violating Service, the infringing or violating portion of the Service, or the infringing or violating portion of the Specifications; or

(b) Modify the infringing or violating Service, the infringing or violating portion of the Service, or the infringing or violating portion of the Specifications to make it non-infringing and non-violating; or

(c) Replace the infringing or violating Service, the infringing or violating portion of the Service, or the infringing or violating portion of the Specifications with a non-infringing and non-violating equivalent.

(3) BAMS's obligations under Section 15(A)(1) and Section 15(A)(2) will not apply to that portion (and only that portion) of any IP Infringement Claim which results from:

(a) The use by CLIENT (or CLIENT's agent) of any portion of the Services or the Specifications in a manner that is not permitted under this Gift Card Addendum;

(b) BAMS's use of any of CLIENT's IP, designs, artwork, concepts, specifications, or other materials provided to BAMS by or on behalf of CLIENT in connection with this Gift Card Addendum ("CLIENT's Design Materials") but only to the extent that the infringement or other violation alleged in the IP Infringement Claim would not have occurred but for BAMS's use of CLIENT's Design Materials; or

(c) CLIENT's (or CLIENT's agent's) use, assembly, configuration, or operation of all or any part of the Services, the Specifications, or any element, step, component, process, System, or portion of the Services or

Specifications in combination with all or any part of other software, equipment, services, processes, elements, steps, components, or systems not provided by BAMS which creates a process or method that is the causation for the infringement or other violation alleged in the IP Infringement Claim ("CLIENT's Combinational Use").

(4) The rights and remedies described in Section 15(A)(1) and Section 15(A)(2) are the exclusive remedies of CLIENT with respect to IP Infringement Claims relating to the Program or the Services.

B. **Intellectual Property Indemnification Obligations of CLIENT.**

(1) CLIENT will, at its expense, indemnify, hold harmless, and defend BAMS from and against that portion (and only that portion) of any IP Infringement Claims brought against BAMS which results from:

(a) The use by CLIENT (or CLIENT's agent) of any portion of the Services or the Specifications in a manner that is not permitted under this Gift Card Addendum;

(b) BAMS's use of any CLIENT's Design Materials but only to the extent that the infringement or other violation alleged in the IP Infringement Claim would not have occurred but for BAMS's use of CLIENT's Design Materials; or

(c) CLIENT's Combinational Use (as defined in Section 15(A)(3)(c) above).

The rights and remedies described in this Section 15 are the exclusive remedies of BAMS with respect to IP Infringement Claims relating to the Services or the Specifications.

16. Limitation of Liability.

A. **Limitation.** SUBJECT TO SECTIONS 4 AND 5 OF THE MSA AND SECTION 15 OF THIS GIFT CARD ADDENDUM, BAMS'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS GIFT CARD ADDENDUM WILL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BY CLIENT AND, IN ANY EVENT, WILL NOT: (i) EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000); OR (ii) INCLUDE ANY LIABILITY FOR CLAIMS ARISING OUT OF OR RELATING TO SERVICES AND/OR ITEMS SUPPLIED BY A CARD COMPANY.

B. **Exclusion of Damages.** SUBJECT TO SECTIONS 4 AND 5 OF THE MSA AND SECTION 15 OF THIS GIFT CARD ADDENDUM , IN NO EVENT WILL ANY PARTY TO THIS GIFT CARD ADDENDUM, THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

17. Compliance With Law.

A. **BAMS Compliance Obligations.** BAMS is solely responsible for: (a) the oversight of BAMS's business; and (b) monitoring, interpreting, and complying with all Applicable Law applicable to BAMS's performance of its obligations under this Gift Card Addendum. BAMS will not be responsible for: providing legal or compliance advice to CLIENT concerning CLIENT's obligations under Section 4(D); ensuring that CLIENT complies with Applicable Law, or the terms and conditions of Card accounts; providing any services or products not expressly described in this Gift Card Addendum or an Exhibit; or any failure by CLIENT to perform any action or adhere to any responsibility described in Section 4(D). BAMS will have no obligations for making the Program compliant with any Applicable Law, whether directly or indirectly related to the Program or the Program Procedures. BAMS will have no obligation to take any action that would cause BAMS, in its reasonable opinion, to be in violation of Applicable Law.

B. **CLIENT Compliance Obligations.** CLIENT is solely responsible for: (a) the oversight of CLIENT's business; (b) monitoring, interpreting, and complying with the Applicable Law that applies to CLIENT's issuance and sale of Cards under the Program and the Program Procedures; (c) determining the particular actions, disclosures, formulas, calculations, or procedures (whether to be performed by BAMS or by CLIENT) that are required for compliance with Applicable Law, the terms and conditions of Cardholder accounts, and any other business requirement of CLIENT; and (d) if applicable, screening CLIENT's Cardholders and the transactions of CLIENT's Cardholders against the lists of prohibited persons and prohibited countries maintained by the Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury or otherwise complying with OFAC requirements.

C. **Illegal Transactions.** CLIENT further acknowledges and agrees that CLIENT will not use the Cards or the Services provided under this Gift Card Addendum for illegal transactions, for example, those prohibited by the Unlawful Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time.

D. **Load Limits and Financial Crimes Enforcement Network ("FinCEN") Compliance.** CLIENT acknowledges and agrees that CLIENT will not allow Cards (i) to be loaded with a balance that exceeds $2,000 at any time, or (ii) to be loaded with more than $2,000 in the aggregate during any calendar day. CLIENT acknowledges and agrees that among all the participants in its prepaid program, CLIENT is the party with principal oversight and control and that in addition to acting as the "seller of prepaid access", if CLIENT's prepaid program fails to meet the applicable exemptions under the 2011 FinCEN Prepaid Access Final Rule, CLIENT will serve as the "provider of prepaid access" and comply with all requirements of law applicable to providers of prepaid access, including but not limited to, maintaining registration with FinCEN as a money service business, maintaining compliant AML policies, procedures and internal controls, monitoring and reporting of suspicious activity, collection and verification of identification information from each person obtaining prepaid access, maintaining historical transaction records and performing OFAC checks. CLIENT further agrees, if applicable, to (i) validate its compliance with such requirements of law from time to time as reasonably requested by BAMS and (ii) indemnify, defend and hold harmless BAMS from any and all claims and liability arising from CLIENT's failure to comply with all such requirements of law.

18. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

A. **Organization and Qualification.** Each Party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the requisite corporate or limited liability company power and authority necessary to own, possess, license, operate or lease the properties that it purports to own, possess, license, operate or lease and to carry on its business as it is now being conducted. Each Party is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where its business or the character of its properties owned, possessed, licensed, operated or leased, or the nature of its activities, makes such qualification necessary.

B. **Authority.** Each Party has the requisite corporate power and authority to enter into this Gift Card Addendum and to carry out its obligations hereunder. The execution and delivery of this Gift Card Addendum by the Party and the consummation by the Party of the transactions contemplated hereby have been authorized by all requisite corporate action on the part of the Party and no other corporate action is necessary for the execution and delivery of this Gift Card Addendum by such Party, the performance by the Party of its obligations hereunder and the consummation by the Party of the transactions contemplated hereby. This Gift Card Addendum has been duly executed and delivered by the Party and constitutes a legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms.

C. **No Conflict.** The execution and delivery of this Gift Card Addendum by each Party does not: (i) violate or conflict with the articles of incorporation or bylaws of that Party; (ii) to that Party's knowledge, violate any valid and enforceable judgment, ruling, order, writ, injunction, decree, permit or laws applicable to that Party; or (iii) breach any other agreement to which it is a party or by which it is bound.

19. Miscellaneous.

A. **Force Majeure.**

(1) Except as set forth in this Section, if either Party's performance of its services or obligations under this Gift Card Addendum is prevented, restricted, delayed, or interfered with as a result of a Force Majeure Event, then that Party will be excused from performing the affected service or obligation to the extent of the prevention, restriction, delay, or interference for as long as: (a) the Force Majeure Event persists; and (b) the affected Party continues to use commercially reasonable efforts to resume performance as soon as practicable. For purposes of this Section, "commercially reasonable efforts" will include implementing the Party's disaster recovery/business continuity plan, to the extent required by the plan.

(2) A Force Majeure Event will not excuse: (a) a Party from implementing its disaster recovery/business continuity plan; or (b) Party's failure to make any payment required by this Gift Card Addendum. However, a Force Majeure Event may excuse a delay of five (5) business days or less in remitting such payments.

B. **Information Requests; Financial Information.**

(1) CLIENT agrees to provide BAMS with information concerning the nature and methods of CLIENT's business, and CLIENT's compliance with the terms and provisions of this Gift Card Addendum, as BAMS may reasonably request.

(2) CLIENT authorizes BAMS to obtain financial and credit information relating to CLIENT from third parties, in connection with BAMS's determination whether to execute this Gift Card Addendum and BAMS's continuing evaluation of CLIENT's financial and credit status.

(3) During any periods in which CLIENT is not subject to and in compliance with the reporting requirements of the Securities Exchange Act of 1934, as amended, CLIENT agrees to provide quarterly financial statements to BAMS on request, within forty-five (45) days after the end of each fiscal quarter and annual audited financial statements within ninety (90) days after the end of each fiscal year. Such financial statements will be prepared in accordance with accounting principles generally accepted in the United States.

C. **Set Off And Recoupment Rights.** In addition to any rights now or hereafter granted under Applicable Law, with respect to any outstanding amounts due from CLIENT to BAMS under this Gift Card Addendum ("Outstanding Obligations"), BAMS may set off, recoup, appropriate and apply any and all funds due from BAMS to CLIENT under any other agreement between the parties, against the Outstanding Obligations.

D. **Amendment.** The Parties may only modify or amend this Gift Card Addendum by a written instrument executed by a duly authorized representative of each Party.

E. **Survival.** Sections 3(H), 3(I), 7, 8 (as to fees accrued through the date of termination), 9, 14, 15, 16, and 19, and Exhibit A will survive termination of this Gift Card Addendum.

F. **Interpretation; Construction.** Each definition in this Gift Card Addendum includes the singular and plural. Any definition of a verb included herein will include every conjugation thereof. The word "including" means "including, but not limited to". The word "or" includes both "and" and "or," but the word "and" means only "and". Text enclosed in parentheses has the same effect as text that is not enclosed in parentheses. References to any statute or regulation mean the statute or regulation as amended at the relevant time and include any successor statute or regulation. The headings and captions of this Gift Card Addendum are included merely for convenience of reference. They are not to be considered part of, or to be used in interpreting, this Gift Card Addendum and in no way limit or affect any of the contents of this Gift Card Addendum or its provisions. Except as otherwise stated, reference to sections, exhibits and addendums mean the sections, schedules, and exhibits of this Gift Card Addendum. This Gift Card Addendum will be enforced to the fullest extent permitted by Applicable Law.

G. **Counterparts.** This Gift Card Addendum may be executed in counterparts (including by means of signature pages transmitted via facsimile or other electronic means), any one of which need not contain the signatures of more than one party. Each signature will be deemed to be: (a) an original; and (b) valid, binding, and fully enforceable.

IN WITNESS WHEREOF, the Parties have caused this Gift Card Addendum to be executed by their authorized representatives as of the Effective Date set forth above.

TGI FRIDAY'S OF THE ROCKIES, INC.	BANC OF AMERICA MERCHANT SERVICES, LLC
By:	By:
Name: Duncan Davis	Name: John F. Rubinetti
Title: VP-Operations	Title: SVP

EXHIBIT A TO PREMIUM GIFT CARD PROCESSING ADDENDUM

Fee Schedule

1. TRANSACTION FEES:

The Monthly Fee Per Location fee includes all transaction types (including IPN Network Fee) includes below is payment for all Transactions processed at all Designated Locations during a calendar month FDnet (ACH Settlement Services) and all transaction types. BAMS will invoice transaction fees monthly.

Monthly fee Per Location	$8.5000
IVR Per Minute	$0.2500
Help Desk Per Minute	$1.3500
Franchise Help Desk Fee Per Minute	$3 00
Equipment Recertification	$5,000
Custom Development	$150
Card Management Fee	$0 030

Classic Reports	Set Up	Monthly
Classic Report Package -10 Reports	Waived	No Charge
Setup and Validation	Waived	No Charge
User Access	Waived	No Charge
Easy Build Functionality	Waived	No Charge
Easy Query (10 days of data)	$1,500	No Charge
Report Storage (10-10-10-4-2 Iterations)	Waived	No Charge

Premium Reports	Set Up	Monthly
Set Up and Validation Per Report	$3000/Report	Waived
Report Archive (24 months) for static excel reports only	$1,000	Waived
Custom Report Discovery	$175/Hour	Waived
Custom Report Development	$175/Hour	Ongoing annual maintenance fee equal to 18% of custom development fees for recurring custom reports

"Transactions" are defined in the Statement of Work for CLIENT's Program and include the following primary categories: (i) on-line transactions using stored value Cards through POS devices located at Designated Locations; (ii) selected transactions using a card number through one or more of CLIENT's Internet site(s) designated by CLIENT; (iii) batch transactions performed through BAMS's help desk or back office tool initiated by Cardholders; (iv) batch transactions submitted by CLIENT via an electronic file; (v) balance, transaction or other inquiries initiated through an interactive voice response system or via a call center; (vi) Card activations initiated by a third party aggregator designated by CLIENT; (vii) any other transaction request for a Card that is part of CLIENT's Consortium for which BAMS received from any source authorized by CLIENT. Transaction fees apply to any Transaction for which a processing response is provided by the Database.

These transaction fees include the following:

- Initial certification of the Card Authorization Equipment;
- Database management and maintenance;
- The Classic Report Package, as detailed below; and
- Support services related to the Program, as detailed below.

2. REPORTING FEES:

BAMS will provide the following report options to CLIENT: 1) Daily Periodic Transaction Detail file ("PTD"); and 2) the Classic Report Package. The PTD and the Classic Report Package is offered as no more than one set of reports with single configuration per Consortium. Additional sets of reports, or the same set with different configurations, will be quoted upon request per CLIENT's requirements.

Classic Report Package (Per Consortium and single frequency only)	
1. Daily or International Daily Summary	2. Sales Uplift *
3. Promo or Consortium Aging	4. Excessive Balance Inquiry
5. Card Usage *	6. Outstanding Liability
7. CLIENT Activity by Location	8. Location Merchant Promo Summary *

9. Help Desk	10. Unclaimed Property
* Easy Build Report	

Classic Report Features		
	SETUP FEES	MONTHLY CHARGES
Classic Report Package – 10 Reports	Included in setup	No Charge
Setup and Validation – single consortium	Included in setup	No Charge
User Access	Included in setup	No Charge
Easy Build functionality	Included in setup	No Charge
Easy Query (10 days of data)	$1,500	No Charge

CLIENT may request reports in the Premium Report Package or customized reports and/or data files, the fees for which will be quoted upon request per CLIENT's requirements, as detailed below.

Premium Report Features		
	SET-UP FEES	MONTHLY CHARGES
Setup and Validation per report	$3,000/report	No Charge
Report Archive (24 months) – for static Excel reports only	$1,000	No Charge
Custom Report Discovery	$175/hour	No Charge
Custom Report Development	$175/hour	No Charge

Premium Report Package	
1. Breakage Forecast	2. Excessive Card Activity*
3. Cross Consortium Activity	4. Lapse Days Summary
5. Cross Consortium Detail	6. Location Promotion Summary*
7. Cross Consortium Review*	8. Service Fee Applied
*Easy Build Report	

3. CARD FEES:

Card fees will be quoted from time to time upon request of CLIENT. Pricing for Card carriers and fulfillment services will be quoted based on CLIENT's specifications. Cards will be shipped to a single distribution center designated by CLIENT. CLIENT will pay shipping and handling charges. Card fees will be invoiced upon shipment from the Card Company (although BAMS reserves the right to require prepayment of Card orders at any time). CLIENT will also pay set-up, proof and plate charges as quoted per card order.

4. IVR AND CALL CENTER FEES:

IVR and call center fees are based on set-up of one Cardholder IVR and one CLIENT IVR with BAMS's standard functionality. Fees for additional IVR set-ups and/or customized functionality will be quoted on request. These fees apply to all minutes or portions thereof used by CLIENT and Cardholders. IVR and call center fees will be charged in addition to any applicable transaction fees for transactions initiated through the IVR or call center. CLIENT will be surcharged for calls originating from a pay phone. Fees may vary for calls placed from outside of the United States. IVR and call center fees will be invoiced monthly.

5. OTHER FEES:

Card Management Fee: The Card Management Fee will be charged for setting up an account on the Database for each physical or virtual Card issued through CLIENT's Program. However, the Card Management Fee will be waived for physical Cards ordered through BAMS for manufacturing production.

Telecommunications: CLIENT will be charged for telecommunication lines installed and maintained by BAMS in connection with the Program as quoted, if any. These charges will include a setup fee and monthly ongoing fees. Fees may vary for international locations.

Card Authorization Equipment Re-certification: CLIENT will pay $5,000 per re-certification if re-certification is required.

Custom Development and Implementation: In the event CLIENT modifies its Program after initial development and Certification, CLIENT will pay to BAMS the above per hour fee for development of new features for the Program.

FEES FOR PRODUCTS AND SERVICES OTHER THAN AS SET FORTH ABOVE AND FOR ANY CONFIGURATION CHANGES OR ADDITIONS DURING THE TERM WILL BE QUOTED UPON REQUEST. UNLESS OTHERWISE EXPRESSLY PROVIDED, ALL PRICING IS SUBJECT TO SECTION 8 OF THIS GIFT CARD ADDENDUM.

THIRD PARTY TRANSACTION PROVIDER SERVICES
ADDENDUM 1 TO PREMIUM GIFT CARD PROCESSING ADDENDUM

1. Third Party Transaction Provider Services Description. CLIENT desires to participate in the Third Party Transaction Provider Services Program (the "Provider Program") by selling its Cards through Service Providers or at Merchant Locations (as defined below). "Service Providers" means those entities for which BAMS currently processes transactions through an existing third party transaction provider relationship. For each such Service Provider with whom CLIENT desires to participate, the Parties shall complete and execute a "Third Party Transaction Provider Services Order Form" in the form provided by BAMS from time to time. A current sample of the first page of the Third Party Transaction Services Order Form is attached as Exhibit A hereto. The Third Party Transaction Provider Services Order Form shall reflect the mutual written agreement of the Parties, and must be completed before Service Providers may be added to the Provider Program. All fees related to each new Service Provider shall be included in the Third Party Transaction Provider Services Order Form. CLIENT acknowledges and agrees that no new Service Provider may be added by CLIENT unless and until BAMS has entered into a written services agreement with that Service Provider. "Merchant Location" means any Service Provider location through which Cards are sold and activated by Service Providers (which locations may include a store, direct marketing program or Internet site). Each Merchant Location shall be considered and treated as a Designated Location under and for all purposes of the Agreement; provided, however, that notwithstanding anything to the contrary, Cards will not be accepted for redemption or use at any Merchant Location.

2. Custom Services Description. In the event BAMS agrees to add any Service Provider with which BAMS does not have an existing relationship, or to otherwise customize the Third Party Transaction Provider Services at the request of CLIENT, prior to such Service Provider's participation in the Provider Program, CLIENT may be charged a certification fee equal to the amount of BAMS' reasonable fees and costs to complete the certification as set forth on the Third Party Transaction Provider Services Order Form, and BAMS shall not be responsible for any third-party fees or costs charged to CLIENT in connection with such Service Provider's participation in the Provider Program, including any such fees or costs charged by such Service Provider to CLIENT.

3. Authorization. CLIENT expressly authorizes BAMS, and BAMS agrees, to provide Services with respect to Cards sold and activated by Service Provider through Merchant Locations.

4. CLIENT Responsibilities. To induce BAMS to provide Services with respect to Cards sold by Service Providers, including at Merchant Locations, CLIENT covenants with, and warrants and represents to, BAMS as follows:

   a. Compliance with Agreement. All sales and activations of Cards by Service Providers, including at Merchant Locations, are and shall be in strict compliance and conformity with the Agreement and with all applicable laws and regulations, including those pertaining to money transfer, money laundering and financial privacy. Without assuming the obligation to determine compliance and conformity with this Addendum and with all applicable laws and regulations, BAMS shall not be required to process sales and activations of Cards by Service Providers, including through Merchant Locations, that do not comply with the Agreement, including this Addendum or any applicable laws or regulations.

   b. Authority of Service Providers. CLIENT has authorized each Service Provider to act as its agent for the limited purposes of selling Cards and receiving funds from customers in payment therefor on behalf of CLIENT. As between BAMS and CLIENT, CLIENT shall be responsible for any acts or omissions of each Service Provider in connection with the sale or activation of any Cards, and any act or omission of each Service Provider in connection therewith that would be considered a breach or default under the Agreement if such act or omission were that of CLIENT (or any Affiliated Issuer or Designated Location) in the first instance shall be considered a breach or default of CLIENT under the Agreement.

   c. Agreement with Service Provider. CLIENT shall be solely responsible for determining the quantity, value(s) and distribution of Cards provided to each Service Provider or any Merchant Location and the methods of distributing such Cards. The settlement of funds and payment of fees between CLIENT and each Service Provider (and any Merchant Location) related to the Cards shall be as agreed between CLIENT and each Service Provider, and BAMS shall have no responsibility, obligation or liability therefor.

   d. Actions of BAMS. CLIENT and BAMS agree that BAMS shall not be deemed to have failed to provide Services in accordance with the Agreement with respect to any Card sold and activated by any Service Provider, including through any Merchant Location, to the extent any such failure by BAMS is caused in whole or in part by any failure of any Service Provider or CLIENT to provide to BAMS information regarding the sale and activation of such Card that is accurate, complete, timely and formatted in accordance with BAMS' instructions and specifications in all respects.

5. Fees. CLIENT shall be responsible for all fees and other amounts payable to BAMS, pursuant to Exhibit A under the Agreement. Such fees shall include, but are not necessarily limited to, transaction fees related to any Card sold and activated by

Service Providers, fees related to the production of Cards for the Provider Program, fees related to the IVR and Help Desk usage by Cardholders under the Provider Program, custom reporting fees for Service Provider activity and other development costs, if requested by CLIENT.

6. Loss Allocation. CLIENT acknowledges that, as between CLIENT and BAMS, CLIENT is solely responsible for the Cards issued by Service Providers to Cardholders. BAMS shall not be liable for any loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use of any Card. CLIENT will honor the authorized amount of all Cards sold by Service Providers regardless of whether CLIENT ultimately receives payment therefor from any Service Provider.

7. Additional Indemnity. CLIENT will indemnify, defend and hold harmless BAMS, its Affiliates, and their respective directors, officers, employees and agents from and against any and all third party claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees, fines, judgments and costs of settlement) resulting from or arising out of the Provider Program, including, without limitation, claims arising out of: (i) matters that this Addendum indicates BAMS is not responsible or liable for; (ii) defective or duplicate Cards issued by CLIENT or Service Provider; (iii) any dispute or transaction between CLIENT and Service Provider; (iv) any dispute or transaction between Service Provider or CLIENT and any Cardholder relating to the Provider Program; and (v) Service Provider's actions under or in furtherance of this Addendum or in any way connected with the Agreement.

8. Addendum Termination. Either Party may terminate this Addendum at any time upon at least thirty (30) days' prior written notice to the other Party. Following any such written notice of termination, BAMS shall have a reasonable time to cancel any Card accounts that were established, but not activated, in connection with this Addendum prior to the effective date of termination. No new Card accounts may be established hereunder following the effective date of termination. This Addendum shall terminate automatically upon termination of the Agreement.

9. Conflict with Agreement. Cards issued pursuant to this Addendum are subject to the Agreement. Except as supplemented or amended by this Exhibit, all provisions of the Agreement shall continue in full force and effect, but if there shall be any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall govern and control.

EXHIBIT A
THIRD PARTY TRANSACTION PROVIDER SERVICES
ORDER FORM

CLIENT Name: TGI Fridays

	Code	Description	Qty	Price	Subtotal
☐	R10.1	Create Standard Cross Consortium		$2500	
☐	R10.2	Create Other Cross Relationship		$2500	
☐	R11	Configure Settlement Services For Cross		$5000	
☐	R20	Separate Standard Reports		$6000	
☐	R21	Advanced Reporting		$1500	
☐	R30.1	BAJ Full Certification		$4700	
☐	R30.2	BAJ Partial Certification		$2000	
☐	R30.3	BAJ Test		$1400	
☐	R31	XML Certification (Ticketing)		$2700	
				Total Charge:	

By signing below, the client named above ("CLIENT") indicates approval of the above charges and authorizes Banc of America Merchant Services, LLC ("BAMS") to move forward with the order as described herein. Once development/support has started, CLIENT agrees to pay for the charges above, even if the project requested is not implemented. CLIENT will be notified by a BAMS Account Manager of the expected delivery date of the services following submission of this order form.

Please sign the bottom of this letter and submit to your BAMS Account Manager via email or fax.

The fees above only apply to implementation efforts. Additional charges will be applied for additional program services such as card production and transaction fees.

Approval Signature: [signature]

Printed Name: Sherif Mityas

Title: CIO

Date: 12/20/17

SETTLEMENT AND FUNDS MOVEMENT SERVICES
ADDENDUM 2 TO PREMIUM GIFT CARD PROCESSING ADDENDUM

1. Settlement Services. The Settlement Services provided by BAMS to facilitate payment processing and settlement in the United States among CLIENT, its Participating Franchisees and their respective Designated Locations through the Federal Reserve Automated Clearinghouse ("ACH") system.

2. Responsibilities of BAMS. BAMS shall perform the following responsibilities with respect to the Settlement Services:

   a. Funds Settlement. BAMS will facilitate the settlement of funds among CLIENT and its Participating Franchisees and their respective Designated Locations through the ACH system in accordance with the "ACH Settlement Process" attached hereto and incorporated herein by reference as Schedule 1.

   b. Settlement Reporting. BAMS will provide access to web-based, drill-down reporting Settlement System ("Settlement System") that displays transaction activity, showing the daily net settlement position for CLIENT and each Participating Franchisee and the amount each party owes or is owed. Reporting is itemized to the individual gift card transaction level and is securely available to different user levels, as established by CLIENT, via the Internet.

   c. Manual Adjustments. At the direction of CLIENT, BAMS will process manual adjustments when exceptions occur due location or bank issues at direction of CLIENT. In no event shall BAMS be responsible or liable for acting upon the written instructions of CLIENT.

   d. Call Center Support. BAMS will support CLIENT's and Participating Franchisees' use of the Settlement System through the Level II Help Desk to: (i) assist CLIENT in setting up Participating Franchisee access to the system; and (ii) provide contact for CLIENT and Participating Franchisee inquiries concerning the Settlement Services.

   e. Test Transactions. BAMS will accept test transactions to all participating accounts to assure that routing, transit and account parameters are set properly for ACH transactions.

3. Responsibilities of CLIENT. CLIENT shall perform, and/or cause its Participating Franchisees to perform, the following responsibilities to establish and maintain the Settlement Services:

   a. Participation. CLIENT agrees to comply with the following requirements for each Participating Franchisee that will be included in the Settlement Services.

      i. CLIENT will obtain and retain (as specified in Section 3.d. hereof) a completed ACH Credit and Debit Authorization for each Participating Franchisee, using the form attached as Schedule 2 to this Addendum or otherwise provided by BAMS from time to time (each an "ACH Authorization");

      ii. CLIENT will compare the reports made available by BAMS to the records of CLIENT's and/or Designated Locations, and will be responsible for identifying any discrepancies. If any discrepancies are identified, CLIENT shall promptly instruct BAMS in writing to make any necessary adjustments pursuant to CLIENT's written instructions, and BAMS shall have no liability for any errors that are made in accordance with CLIENT's written instructions. CLIENT and each Participating Franchisee are responsible for monitoring these reports for discrepancies. If any discrepancies and identified, Participating Franchisees are responsible for notifying CLIENT of same within thirty (30) days of availability of the applicable report;

      iii. As part of the set up process, CLIENT will provide banking information for their CLIENT account and all Participating Franchisee and Franchisee location accounts, and will promptly provide BAMS with updated information in the event that any such accounts change;

      iv. During the set up process, CLIENT will also select the funds movement frequency (daily, weekly, semi-monthly or monthly) for settlement of transaction activity between Participating Franchisees;

v. CLIENT will send BAMS a daily Merchant Point of Sale ("MPOS") file to update the Settlement System with additions, updates and changes to CLIENT and Participating Franchisee and Franchisee locations and bank information;

vi. CLIENT will ensure that the CLIENT account will and will require any Participating Franchisee and Franchisee location accounts, maintain a sufficient balance to cover all settlement obligations and any applicable charges, provided, however, that CLIENT shall be responsible for payment of any amounts unpaid by any Participating Franchisee or Franchisee location;

vii. CLIENT will provide BAMS with information regarding Participating Franchisees (including legal name, address and taxpayer identification number) as BAMS may request in order for BAMS to file information returns pursuant to Section 6050W of the Internal Revenue Code. CLIENT will provide such information regarding Participating Franchisees as promptly as possible; and

viii. CLIENT will promptly notify BAMS of any changes to the account and/or routing information in the ACH Authorization of a Participating Franchisee, or termination of any authorizations.

b. CLIENT Owned Participating Locations. CLIENT may elect to be treated as a separate Participating Franchisee with respect to transactions occurring at Designated Locations that are wholly owned and operated by CLIENT. Such election shall in no way limit or otherwise affect CLIENT's obligations under the Agreement and this Addendum.

c. Funding and Settlement Obligations. CLIENT is responsible for all settlement obligations associated with Cards or other services provided under the Program, and shall ensure that CLIENT Account maintains a sufficient balance of available funds to cover all settlement obligations and any applicable charges. In no event shall BAMS be responsible for the acts or omissions (including, without limitation, the amount, accuracy or timeliness of any transmittal) of CLIENT, any Participating Franchisee, Designated Location, any participant in the ACH system or any other person. CLIENT acknowledges and agrees that it is obligated to deliver the goods or services promised to Cardholders regardless of whether it receives any payments from Participating Franchisees, and that the ACH Settlement Process has no effect on the value on the Cards or the Cardholder's ability to use the Card to collect the promised goods or services.

d. Authorization. CLIENT shall obtain from each Participating Franchisee a completed ACH Authorization, and shall retain a copy of each such ACH Authorization for two (2) years after they are revoked or terminated. CLIENT shall provide BAMS with a copy of such executed ACH Authorizations upon BAMS' reasonable request. With respect to each and every entry initiated by BAMS on CLIENT's behalf, CLIENT represents and warrants that the owner of each Participating Franchisee Account has authorized the initiation of such entry and the debiting or crediting of its account for Card transactions and any applicable fees and charges, and such authorization is operative at the time of transmittal, debiting or crediting as provided herein. CLIENT shall be liable for all fines levied against BAMS for any violation of the rules and regulations of the National Automated Clearing House Association (the "NACHA Rules") by CLIENT or any Participating Franchisee.

e. Compliance with Laws and Regulations. CLIENT and each Participating Franchisee shall comply with and be bound by applicable law and the NACHA Rules, which are subject to change from time to time.

f. OFAC Screening. CLIENT shall be responsible for screening each Participating Franchisee and the principal owners of each such Participating Franchisee against the then current OFAC lists and for ensuring such entities are in compliance with the regulations of OFAC and any other governmental requirement relating thereto (the "OFAC Screen"). Notwithstanding the foregoing, BAMS, for its benefit, will conduct an initial OFAC Screen necessary for the initial establishment of the Program (the "Initial OFAC Screen") at no cost to CLIENT, provided, however, that CLIENT shall provide BAMS with all the information related to Participating Franchisees reasonably necessary for conducting the Initial OFAC Screen, in a format required by BAMS. Following completion of the Initial OFAC Screen, CLIENT will conduct any OFAC Screen on any and all Participating Franchisees and principal owners prior to submitting such Participating Franchisees to BAMS for enrollment in the Program, periodically update the OFAC Screen on all Participating Franchisees and principal owners and will provide verifications of such screening upon BAMS' request. Additionally, BAMS reserves the right to perform additional OFAC screening on such Participating Franchisees and their principals prior to their enrollment in the Settlement Services or following their enrollment. Any Participating Franchisee or and principal owners that do not pass the Initial OFAC Screen or any other OFAC Screen shall be immediately removed from participating in the Program or barred from participating in the Program, as applicable. For the avoidance of doubt, all such actions by BAMS in connection with the Initial

OFAC Screen shall not be construed to limit, restrict or revise CLIENT's obligations nor liabilities associated with performance or the failure to perform OFAC Screens.

g. Notifications. In the event that a Participating Franchisee or a CLIENT-owned Designated Location ceases operations, loses its franchise, or otherwise stops its participation in CLIENT's Program, CLIENT shall promptly notify BAMS of the same.

4. Fees. CLIENT agrees to pay the following fees for Settlement Services:

a. Standard Fees: The standard fees are comprised of the following:

- A one-time set up and certification fee for establishing the Settlement Services;
- Recurring fees for each ACH settlement transaction (assessed according to the funds movement frequency that is established according to the CLIENT's consortium); and
- Designated Location Fees (which are monthly service charges assessed per Designated Location).

Service Feature	Setup	Per Transaction	Monthly
U.S. Setup and Certification	waived		
Settlement Transaction Fee:		$0.07 per ACH or EFT transaction	

b. Fees for Additional Services:

Retrieval of Archived Reports: Settlement and Funds Movement reports beyond the six (6) months of reporting available online can be retrieved by BAMS via Summary and Detail data files of gift card activity for individual locations or an entire consortium for additional fees. The fees for such archived data retrievals are:

	One Month:	Each Additional Month:
Entire CLIENT Consortium:	$800	$325
Single Merchant or Location:	$250	$100

Configuration Change Fee: $500 per configuration change. Configuration changes include funds movement frequency changes, fee and/or commission rate changes, and changes to the reporting hierarchy made by CLIENT.

Third Level of Security Administration: The security hierarchy (i.e., the creation of user accounts to log on to FDNet) that BAMS uses for the Settlement Services provides CLIENTs with two hierarchy levels for user ID access (such as a corporate ID for CLIENT and a separate ID for Franchisees). If CLIENT wishes to create user ID/access for an additional third level of security, such as ID access for the bank account or Designated Locations, BAMS will charge an additional $0.50 per location per month for such ID access.

Decentralized Settlement System: An additional location fee of $1.00 per location/month will apply for Decentralized Funding (per Schedule 1).

Custom Development/Programming Fees: If CLIENT orders custom development or additional programming to supplement the standard configuration of the Settlement Services, BAMS will charge $150/hour for such development and programming.

Customization of Documentation: Settlement System training and documentation is provided as part of the implementation and setup. CLIENT can use the documentation as is or customize it to train their Participating Franchisees. In the event that CLIENT requests that BAMS customize documentation or train Participating Franchisees, a professional service fee of $150/hour will apply.

5. Regulatory Amendment. If at any time BAMS's provision of the Settlement Services causes BAMS to violate any law or regulation, this Addendum shall automatically terminate upon BAMS's written notice to CLIENT. In such case, and without further action of the parties, the Agreement shall be amended to read, in its entirety, as if the parties had not entered into this Addendum. During such thirty (30) day period the parties shall cooperate to transition settlement reporting accordingly.

6. Addendum Termination. This Addendum may be terminated at any time by either party upon thirty (30) days' prior written notice to the other party.

7. Conflict with Agreement. This Addendum shall supplement the provisions of the Agreement set forth herein and all of the terms, conditions and provisions of the Agreement shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall govern.

Schedule 1

ACH SETTLEMENT PROCESS

1. **Additional Definitions**. For purposes of this Schedule 1, the following additional definitions shall apply:

   "Business Day" means Monday through Friday, excluding any holidays recognized by Federal law. All time period references in the Agreement to "days" other than Business Days shall be deemed to refer to calendar days.
   "CLIENT Account" means the bank account designated by CLIENT for purposes of funds movements and settlements with the Participating Franchisees.

   "Decentralized Funding" means the entity activating a gift card holds the funds in their account until the gift card is redeemed at another participating entity, at which time funds are transferred to the redeeming entity.
   "Franchisee Account" means the bank account of each Participating Franchisee and/or Designated Locations operated by that Participating Franchisee, as designated by CLIENT from time to time through this Addendum.
   "Processing Date" means a Business Day during each calendar week, as designated by BAMS from time to time.
2. **Originating Depository Financial Institution**. BAMS shall provide a bank or other financial institution for the purpose of originating ACH transactions ("Originating Depository Financial Institution" or "ODFI").

3. **Settlement of Funds**. BAMS will facilitate the settlement of funds among CLIENT and its Participating Franchisees and their respective Designated Locations through the ACH system, and CLIENT authorizes BAMS as CLIENT's settlement services provider to initiate debit and credit entries on behalf of CLIENT and to debit and credit the CLIENT Account in furtherance of the same. Specifically, in support of Decentralized Funding as applicable to CLIENT program Settlement configuration, BAMS will:

   a. On the Processing Date, calculate the net settlement amount for each Designated Location by aggregating Card transactions (together with applicable fees and commissions as directed by CLIENT in writing) performed at such Designated Location during the previous day or calendar week, as agreed upon by BAMS and CLIENT from time to time (the "Processing Period");

   b. On the Processing Date, (i) initiate ACH debits and credits on behalf of CLIENT to the applicable Franchisee Accounts for amounts owed to or to be collected from CLIENT by Participating Franchisees or owed between Participating Franchisees for financial gift card transactions and applicable fees and commissions during the Processing Period, (ii) facilitate settlement of necessary adjustments as provided in Section 2 of the Addendum by initiating ACH debits or credits on behalf of CLIENT to the applicable CLIENT Account or Franchisee Accounts.

4. **ACH Transfer Initiation**.

   a. All credits and debits shall be initiated by BAMS as described above, in each case acting on CLIENT's behalf, by the submission of a batch file of ACH payment information and instructions to the bank holding the CLIENT Account (the "CLIENT Bank").

   b. BAMS will keep records of the flow of funds in the CLIENT Account, and will facilitate the settlement of funds related to CLIENT's Program as agent for the benefit of CLIENT.

   c. All ACH entries shall be subject to any limitations or requirements imposed by the ODFI and the CLIENT Bank.

   d. BAMS shall have no liability for not effecting an ACH entry if (i) there are insufficient funds in the CLIENT Account or applicable Franchisee Account; (ii) BAMS reasonably suspects a breach of security; (iii) BAMS reasonably believes that an ACH entry is prohibited by applicable law; or (iv) circumstances beyond its control prevent it from effecting the entry. The foregoing is not an exclusive list of circumstances in which BAMS shall have no liability.

5. **Definition of Parties**. For all settlement transactions hereunder, for purposes of ACH transfers, BAMS shall be a "third party service provider", the CLIENT shall be the "originator", the Participating Franchisee whose account is debited or credited shall be the "receiver" and the ODFI shall be the "originating depository financial institution", as those terms are defined by the rules and regulations of the National Automated Clearing House Association.

Schedule 2

ACH Credit and Debit Authorization

By providing the information requested below and signing this ACH Credit and Debit Authorization, the undersigned Participating Franchisee hereby agrees that all statements made in this form are true and correct.

Store #(s): ______________________________

Address: ______________________________

Phone #: ______________________________

Bank Name: ______________________________

Account No.: ______________________________

Account Title: ______________________________

ABA Routing No.: ______________________________

Bank ID: ______________________________

Signature of Authorized Representative: ______________________________

Printed Name: ____________________ Title: ____________________

Date: ______________________________

BUSINESS INTELLIGENCE REPORTING ADDENDUM
ADDENDUM 3 TO PREMIUM GIFT CARD PROCESSING ADDENDUM

1. Business Intelligence Reporting Services. The Business Intelligence Reporting Services (the "BI Reporting Services") provide an ad hoc reporting tool that will allow CLIENT to create its own customized, enhanced reporting for life-to-date information (including, without limitation, detail metric performance by campaign and location, activations, redemptions and outstanding balances by promotion or location, custom aging, and breakage reporting with flexibility by date and state) for its Card Programs. Business Intelligence includes data that can be used to derive valuable information for business forecasting, target marketing and promotional activities. Specifically, the following report types can be selected, configured and run by CLIENT through the BI Reporting Services:

- Aging Summary – allows CLIENT to track the process of Cards maturing from program inception to the reporting time period (live-to-date); displays aging of cards for the reporting calendar using either CLIENT's fiscal calendar or the standard calendar year).
- Breakage Summary – identifies Cards that have been sold but never redeemed.
- Redemption Speed – identifies the speed at which a Card is redeemed by tracking the date lag from sale to redemption (e.g., 30 days, 60 days, etc.).
- Card Detail Queries – allows queries that contain Card level detail such as Card account number, etc.
- Card Inventory Balances – identifies the number of Cards left in inventory for a particular promotion.
- Location Detail Queries – allows queries that contain details for the store location where a Card transaction occurred.
- Activation Summary – identifies the total amount loaded on a Card when first purchased.
- Redemption Summary – provides a summary of each time a consumer purchases services or merchandise using the Card.
- Outstanding Liability – the aggregate sum of all the activations, reloads and positive adjustments minus all redemptions, deactivations, service fee charges and negative adjustments as of the date of the report.
- Sales Uplift – the amount a purchase exceeds the remaining balance of the Card used during that purchase.
- Same Store Growth – allows CLIENT to track various Card measures such as activations, redemptions, etc., within the same store to track transaction growth.
- Year-Over-Year Comparisons – provides a method of evaluating two or more measured events against each other by comparing the result of measurement at one time period with those from another time period (or series of time periods), on an annualized basis.

2. Fees. The fees for BI Reporting Services as outlined below are incremental to the Fees set forth in the Agreement.

Description	Fee	Driver
One-Time Set-Up Fee	$2400	Initial set-up of BI Reporting Services
Monthly Fee	$385	Fee per month

3. Addendum Termination. This Addendum may be terminated at any time by either party upon thirty (30) days' written notice to the other party, and this Addendum shall terminate automatically upon termination of the Agreement.

4. Conflict with Agreement. This Addendum shall supplement the provisions of the Agreement set forth herein and all of the terms, conditions and provisions of the Agreement shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall govern.

ATTACHMENT A
Restaurant List

NO.	**RESTAURANT NAME**	**ADDRESS**	**CITY**	**STATE**	**ZIP**	**PHONE NO.**

ATTACHMENT B

ACH CREDIT AND DEBIT AUTHORIZATION

AUTHORIZATION TO HONOR ACH ELECTRONIC CREDIT AND DEBIT BY AND TO

(Franchisee)

By providing the information requested below and signing this ACH Credit and Debit Authorization, the Participating Franchisee hereby agrees that all statements made in this form are true and correct.

Store #(s):	
Address:	
Phone #:	
Bank Name:	
Account No.:	
Account Title:	
ABA Routing No.:	
Bank ID:	

Signature of Authorized Representative: ____

Printed Name: ____________________________
Title: ____________________________________
Date: ____________________________________

EXHIBIT K

TRAINING MATERIALS

BOH Coach Guide: 84 pages

- Link to file on metro: https://tgifridays.wisetail.com/eco_player.php?id=db65c660-fdb8-11ee-aa63-0affe2122d4f

BOH All Station Training Guide: 56

- Link to file on METRO: https://tgifridays.wisetail.com/eco_player.php?id=36396602-00c3-11ef-8e3b-0afffbb0f04d&pid=aeb643da-00db-11ef-9841-0afffbb0f04d&token=

Bartender Training Guide: 103 pages

Link to file on METRO: https://tgifridays.wisetail.com/eco_player.php?id=19ad9552-4f1d-11ed-a445-12cca7883965&pid=15673baa-4e33-11ed-8293-12cca7883965&token=

Bartender Coach Guide: 48 pages

- Link to file on METRO: https://cdn.wisetail.com/sites/tgifridays/documents/nv4ZQZTeSxCGA3zLPIey_Bartender%20Training%20ManualCOACHSeptember%202022.pdf

W/W Coach Guide: 27 pages

- Link to file on METRO: https://cdn.wisetail.com/sites/tgifridays/documents/RvubEssHR8W3RKUqb68O_WW%20Training%20ManualCOACHSeptember%202022.pdf

W/W Trainee Guide: 64 pages

- Link to file on METRO: https://cdn.wisetail.com/sites/tgifridays/documents/7p2BsS0bTHW1ZPVShuZn_WW%20Training%20ManualOctober%202022.pdf

H/H Coach Guide: 24 pages

- Link to file on METRO: https://cdn.wisetail.com/sites/tgifridays/documents/w5qfwiMATPqr1h4EeiSZ_HH%20Training%20ManualCOACHSeptember%202022.pdf

H/H Trainee Guide: 63 pages

- Link to file on METRO: https://cdn.wisetail.com/sites/tgifridays/documents/ZEkGec6fS0iQOpOTto0T_HH%20Training%20ManualOctober%202022.pdf

- KME Essentials (Separate documents)

  - KME: COMMUNICATION:
    - Communicated to Connect: 5 pages
    - Speaking to your Audience Communicate: 11 pages
  - KME: ASSESING AND SELECTING TALENT: 3 pages
  - KME: MANAGING CHANGE:
    - Managing Change Kitchen: 6 pages
    - Menu Implementations: 2 pages
  - KME: COACHING:
    - Coaching: 3 pages
    - Cross Training: 4 pages
    - Validating TMUS: 6 pages
  - KME: DECISION MAKING AND PROBLEM SOLVING:
    - Managing Financials: 54 pages
    - Forecasting: 4 pages
    - Resolving Food Cost Problems: 7 pages
    - Food Cost Diagnostic Tool: 32 pages
  - KME: MANAGING EXECUTION:
    - Prep Planning: 5 pages
    - Managing Through Execution: 5 pages
    - BOH Schedules: 4 pages
    - BOH Controls US: 6 pages
    - Sparkling Clean: 1 page
    - 16 Line Check Hands On Activity: 3 pages
    - Submitting a PIR: 4 pages
  - KME: LEADS AND INSPIRES: 13 pages
  - KME: PASSION FOR THE GUEST
    - Upholding BOH Standards: 4 pages
    - FOH Expertise: 2 pages
    - Handling Guest Complaints: 4 pages

RME (MT): 234

- Link to file on METRO: https://cdn.wisetail.com/sites/tgifridays/documents/JcV71GFCRUCdTmDBRaeU_RME%20%20Participant%20Guide.pdf
  - Welcome and Introduction: 2
  - History & Heritage: 3
  - Key Events in our History: 4
  - Values & Strategy: 5

ATTACHMENT A

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677 ask.dfpi@ca.gov www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10271-0332 (212) 416-8222
HAWAII Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division 1511 Pontiac Avenue 69-1 Cranston, Rhode Island 02920 (401) 462-9585
INDIANA Indiana Secretary of State Securities Division, Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor and Regulations Division of Insurance/Securities Regulation 124 S. Euclid, 2nd Floor Pierre, South Dakota 57501 (605) 773-356
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200
MINNESOTA Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559

ATTACHMENT B

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of the Rhode Island Department of Business Regulation Securities Division 1511 Pontiac Avenue 69-1 Cranston, Rhode Island 02920 (401) 462-9585
INDIANA Secretary of State Franchise Section 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Director of South Dakota Division of Insurance Division of Insurance/Securities Regulation 124 S. Euclid, 2nd Floor Pierre, South Dakota 57501 (605) 773-356
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	December 30, 2025
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ATTACHMENT C

RECEIPT

This Disclosure Document summarizes certain provisions of the development and franchise agreements and other information in plain language. Read this Disclosure Document and all agreements carefully.

If TGI Fridays Franchisor, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires 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 TGI Fridays Franchisor, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Attachment A.

The franchisor is TGI Fridays Franchisor, LLC, located at 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287. Its telephone number is (972) 662-5628.

Issuance date: December 30, 2025.

Raymond Blanchette, Ashley Kirkley, Eric Easton, Phil Broad and ______________________ are our in-house franchise sales representatives with contact information as follows: TGI Fridays Franchisor, LLC, 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287.

We authorize the agents listed in Attachment B to receive service of process for us.

I received a Disclosure Document dated December 30, 2025 that included the following Exhibits and Attachments:

EXHIBIT A	Development Agreement
EXHIBIT B	Franchise Agreement
EXHIBIT C	Purchasing Agreement
EXHIBIT D	List of Franchised Restaurants
EXHIBIT E	List of Former Franchisees
EXHIBIT F	Summary of Acknowledgments
EXHIBIT G	General Release
EXHIBIT H	Financial Statements
EXHIBIT I	Additional Disclosures and Amendments Required By Certain States
EXHIBIT J	Gift Card Program Participating Franchise Agreement
EXHIBIT K	Manual Table of Contents
Attachment A	List of State Administrators
Attachment B	Agents for Service of Process
Attachment C	Receipt (Retention Copy and Return Copy)

Name:____

Printed Name:_______________________________________
Date:____
a ____________________ Corporation/Partnership

Name:____

Printed Name:_______________________________________
Date:____
a ____________________ Corporation/Partnership

(Return to Fridays)
Please return this copy to TGI Fridays Franchisor, LLC, Franchise Legal Department, 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287.

RECEIPT

This Disclosure Document summarizes certain provisions of the development and franchise agreements and other information in plain language. Read this Disclosure Document and all agreements carefully.

If TGI Fridays Franchisor, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires 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 TGI Fridays Franchisor, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Attachment A.

The franchisor is TGI Fridays Franchisor, LLC, located at 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287. Its telephone number is (972) 662-5628.

Issuance date: December 30, 2025.

Raymond Blanchette, Ashley Kirkley, Eric Easton, Phil Broad and ____________________ are our in-house franchise sales representatives with contact information as follows: TGI Fridays Franchisor, LLC, 19111 Dallas Parkway, Suite 165, Dallas, Texas 75287.

We authorize the agents listed in Attachment B to receive service of process for us.

I received a Disclosure Document dated December 30, 2025 that included the following Exhibits and Attachments:

EXHIBIT A	Development Agreement
EXHIBIT B	Franchise Agreement
EXHIBIT C	Purchasing Agreement
EXHIBIT D	List of Franchised Restaurants
EXHIBIT E	List of Former Franchisees
EXHIBIT F	Summary of Acknowledgments
EXHIBIT G	General Release
EXHIBIT H	Financial Statements
EXHIBIT I	Additional Disclosures and Amendments Required By Certain States
EXHIBIT J	Gift Card Program Participating Franchise Agreement
EXHIBIT K	Manual Table of Contents
Attachment A	List of State Administrators
Attachment B	Agents for Service of Process
Attachment C	Receipt (Retention Copy and Return Copy)

Name:_______________________________________

Printed Name:_______________________________________
Date:_______________________________________
a ____________________ Corporation/Partnership

Name:_______________________________________

Printed Name:_______________________________________
Date:_______________________________________
a ____________________ Corporation/Partnership

(Retained by Franchisee)