

Item 17

**RENEWAL, TERMINATION, TRANSFER  
AND DISPUTE RESOLUTION**

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

<b>Provision</b>	<b>Paragraph in Franchise Agreement</b>	<b>Summary</b>
a. Term of the franchise	Paragraph 5	20 years
b. Renewal or extension of the term	Paragraph 5	One option of 20 years
c. Requirements for you to renew or extend	Paragraph 5	Sign new franchise and any related agreements
d. Termination by you †	None	
e. Termination by Hungry Howie's without cause †	None	
f. Termination by Hungry Howie's with cause †	Paragraph 18	<p>Hungry Howie's can terminate only if franchisee defaults.</p> <p><b>Note:</b> The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Section 101 et seq.).</p> <p>With respect to franchises governed by Minnesota law, Hungry Howie's will comply with Minn. Stat. 80C.14, Subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Franchise Agreement.</p>
g. "Cause" defined defaults which can be cured	Paragraph 18.3	Unauthorized use of service marks or trademarks; operation under any name other than Hungry Howie's; use of products purchased from an unauthorized supplier; disclosure of confidential information; failure to comply with laws material to the operation of the Restaurant or QS.

h. "Cause" defined defaults which cannot be cured	Paragraph 18.2	Failure to pay royalties; failure to operate the Restaurant or QS; violation of Paragraph 16.1 of the Franchise Agreement; material misrepresentation in connection with the acquisition of the franchise; conduct which reflects unfavorably on the reputation of Hungry Howie's; conviction of a felony; conduct which constitutes an imminent danger to public health ; dissolution or insolvency
i. Your obligation on termination/non-renewal	Paragraph 18.5	Obligations include complete payment of amounts due (also see r, below)
j. Assignment of contract by Hungry Howie's	Paragraph 22	No restriction on Hungry Howie's right to assign
k. "Transfer" by you definition	Paragraph 17.1	Includes transfer of contract, assets, lease or ownership change
l. Hungry Howie's approval of transfer by franchisee	Paragraph 17.2	Approval will not be unreasonably withheld
m. Conditions for Hungry Howie's approval of transfer	Paragraph 17.2	New franchisee qualifies, completes training program, transfer fee paid, transfer forms signed, release and subordination agreement signed by you; new franchisee may be required to sign the then-current form of franchise agreement (also see r, below). <b>Note:</b> The provision requiring you to release Hungry Howie's does not apply to franchises located in Indiana. The release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. The provision requiring a release will not be applicable in Illinois if it does not conform to the Illinois Franchise Disclosure Act.

n. Hungry Howie's right of first refusal to acquire your business	Paragraph 17.1	Hungry Howie's may match any offer for your business or the ownership interest of any Owner
o. Hungry Howie's option to purchase your business	Paragraph 18.5	Upon termination or expiration of the Franchise Agreement, Hungry Howie's has the option to acquire your business or the assets used in your business
p. Your death or disability	Paragraphs 17.4 and 10.14	Franchise must be assigned by estate to approved buyer within 1 year or the franchise automatically terminates. "Designated Individual" must be replaced within the time limits set forth in Paragraph 10.4 of the Franchise Agreement or the franchise will automatically terminate in 6 months
q. Non-competition covenants during the term of the franchise	Paragraph 16	No involvement in competing business except to the extent existing at time the Franchise Agreement is signed if the same is fully disclosed to Hungry Howie's; involvement in a Competing Business may not increase after you become a Hungry Howie's franchisee
r. Non-competition covenants after the franchise terminates or expires	Paragraph 16	No competing business for 5 years within 5 miles of any Hungry Howie's franchise or within the Area of Dominant Influence in which your Restaurant or QS is located. <b>Note:</b> With respect to Franchises governed by Indiana law, no competing business for three (3) years within one (1) mile of your Restaurant or QS. The covenant not to compete extends beyond the expiration of the franchise agreement and, therefore, may not be enforceable under California law.

s. Modification of the agreement	Paragraphs 2.2 and 20	No modifications except as caused by change in law but the Manuals are subject to change and policies or standards may be revised or established concerning any aspect of the system
t. Integration/merger clause	Paragraph 32	Only the terms of the Franchise Agreement are binding. The Franchise Agreement supersedes any prior agreements. Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	18.5(g)	Limited to determining the fair market value of your assets <b>Note:</b> The Franchise Agreement requires binding arbitration under Paragraph 18.5(g). The arbitration costs will be equally divided between you and Hungry Howie's. This provision may not be enforceable under California law.
v. Choice of forum	Paragraph 26	Michigan <b>Note:</b> The Franchise Agreement requires any action to be brought in Michigan. This provision may not be enforceable under Indiana, Minnesota or Virginia law. This provision is not enforceable in Illinois. You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Minn. Stat. §80C.21 and Minn. Rule 2860.400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
w. Choice of law	Paragraph 25	Michigan <b>Note:</b> The Franchise Agreement requires application of the laws of Michigan. This provision may not be enforceable under California or Indiana law. This provision is not enforceable in Illinois.

‡ The conditions under which franchises in the state of Illinois can be terminated and the rights of Illinois franchisees upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

<b>Provision</b>	<b>Paragraph in MUA</b>	<b>Summary</b>
a. Term	Paragraph 1	Negotiated with Hungry Howie's. The term of a MUA generally does not exceed five years.
b. Renewal or extension of the term	Paragraph 1	The deadline for opening a particular Restaurant or QS shall be extended for a reasonable period of time following any delay in opening due to a strike, material shortage, tornado or other similar occurrence beyond your control.
c. Requirements for you to renew or extend	None	
d. Termination by you ‡	None	
e. Termination by Hungry Howie's without cause ‡	None	
f. Termination by Hungry Howie's with cause ‡	Paragraph 8	Your failure to open a Restaurant or QS by the deadline in Paragraph 1 or other default which you fail to cure within 30 days following notice from Hungry Howie's. Default also includes a default under any franchise agreement with respect to any franchise purchased under the MUA.
g. "Cause" defined defaults which can be cured	Paragraph 8	Your failure to open Restaurants or QS's by the deadline in Paragraph 1
h. "Cause" defined defaults which cannot be cured	None	
i. Your obligation on termination/non-renewal	None	
j. Assignment of contract by Hungry Howie's		No restriction on Hungry Howie's right to assign

k. "Transfer" by you definition	Paragraph 9(e)	None of your rights may be transferred or assigned without the prior written consent of Hungry Howie's
l. Hungry Howie's approval of transfer by franchisee	Paragraph 9(e)	None of your rights may be transferred or assigned without the prior written consent of Hungry Howie's
m. Conditions for Hungry Howie's approval of transfer	Paragraph 9(e)	None of your rights may be transferred or assigned without the prior written consent of Hungry Howie's. The provision requiring a release will not be applicable in Illinois if it does not conform to the Illinois Franchise Disclosure Act.
n. Hungry Howie's right of first refusal to acquire your business	None	
o. Hungry Howie's option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term of the franchise	Paragraph 4	If you are not in default, Hungry Howie's will not sell a Hungry Howie's Restaurant franchise or open a Hungry Howie's Restaurant in the Exclusive Territory set forth on Exhibit 1 until you have purchased all Restaurants under the MUA
r. Non-competition covenants after the franchise terminates or expires	None	
s. Modification of the agreement	None	
t. Integration/merger clause	Paragraph 9(h)	All prior agreements are superseded

u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	Paragraph 9(f)	<p>Michigan</p> <p><b>Note:</b> The MUA requires any action to be brought in Michigan. This provision may not be enforceable under Indiana, Minnesota or Virginia law. This provision is not enforceable in Illinois.</p> <p>You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.</p> <p>Minn. Stat. §80C.21 and Minn. Rule 2860.400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.</p>
w. Choice of law	Paragraph 9(c)	<p>Michigan</p> <p><b>Note:</b> The MUA requires application of the laws of Michigan. This provision may not be enforceable under California or Indiana law. This provision is not enforceable in Illinois.</p>

‡ The conditions under which franchises in the state of Illinois can be terminated and the rights of Illinois franchisees upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

These states have statutes which supersede the Franchise Agreement in your relationship with Hungry Howie's including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [Rev. Stat. Chapter 121 1/2 par 1719-1720], INDIANA [STAT. Section 23-2-2.7], IOWA [Code Sections 523-H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with Hungry Howie's including the areas of termination and renewal of your franchise.

Item 18

#### PUBLIC FIGURES

Hungry Howie's does not use any public figures to promote its franchise.

Item 19

**EARNINGS CLAIMS**

**Hungry Howie's does not furnish or authorize its salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Hungry Howie's Restaurant or QS. Actual results vary from unit to unit and Hungry Howie's cannot estimate the results of any particular franchise.**

**THE REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**