

Subject	Time Begun³	Instructional Material⁴	Hours of Classroom Training	Hours of on the job training	Instructor⁵
Back office administration	N/A	N/A			N/A
Kitchen operations (including middle, grill, oven, fry and salad)	1 week	Manuals	5	25	Trainers

We will determine whether the Operating Principal, General Manager and any other Restaurant personnel have satisfactorily completed initial training. If the Operating Principal, General Manager or other designated Restaurant personnel do not satisfactorily complete the initial training program or if we determine that these persons cannot satisfactorily complete the training program, you must designate replacements to satisfactorily complete the training. In our discretion, we may also require you to designate additional Restaurant personnel to satisfactorily complete the initial training program. Any required replacement and any successor Operating Principal or General Manager (or other designated Restaurant personnel) must also satisfactorily complete initial training. (Franchise Agreement, Section VI. E.(1))

If we approve, you must, at your expense, conduct the initial training program and other training programs for any replacement or successor Operating Principal, General Manager and other Restaurant personnel. In that case, we may require you to have any person you train receive our training certification. We reserve the right to charge you for the cost of written training materials and any other technology we provide for any initial training to any initial General Manager or any other Restaurant personnel for any Up The Creek Fish Camp & Grill Restaurant you develop after your first Restaurant and, otherwise, for any initial training provided to a replacement or successor Operating Principal, General Manager or other designated Restaurant personnel, if you are not approved by us to provide the training.

The Operating Principal, General Manager and other Restaurant personnel must attend the additional training programs and seminars we offer if required to do so. For all of these programs and seminars, we will provide the instructors and training materials. If the training is mandatory, we will not charge you a fee for attending the training. We reserve the right to charge a reasonable fee for the additional training programs and seminars that we provide on an optional basis. You will also be responsible for all expenses you or your Operating Principal, General Manager and other personnel incur in participating in any additional training, including costs of travel, lodging, meals, and wages (see Item 6). (Franchise Agreement, Section VI.E.(2))

For the opening of the Restaurant, we will provide you with a trained representative (or representatives) of ours (or our affiliate) to provide on-site pre-opening

and opening training, supervision, and assistance to you for a period of fourteen (14) days. We do not charge you a fee for that assistance. For the opening assistance described above provided to a replacement Up The Creek Fish Camp & Grill Restaurant you established, we reserve the right to require you to pay to us the per diem fee then being charged to franchisees generally for opening assistance, as well as any expenses incurred by the representative, including costs of travel, lodging, meals and wages. (Franchise Agreement, Section VI. E.(3))

If you reasonably request or as we determine appropriate, we will, during the term of the Franchise Agreement, and subject to the availability of personnel, provide you with additional trained representatives who will provide on-site remedial training to your Restaurant personnel. For additional training that you request, we may require you to pay the per diem fee then being charged to franchisees under the System for the services of our trained representatives, plus their costs of travel, lodging, meals, and wages. We will not charge the per diem fee if the assistance is provided based on our determination that the training is necessary. However, we reserve the right to charge for our reasonable expenses incurred in providing the assistance under those circumstances. (Franchise Agreement, Section VI. E.(4)).

Site Selection: We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), size and other physical attributes of the location, neighborhood trends, traffic counts and patterns, access and visibility of site, signage restrictions, projected development costs and proximity to shopping centers, entertainment facilities and other businesses that attract consumers and generate traffic.

You must assume all costs, liability, expense and responsibility for locating, obtaining and developing a site for the Restaurant within the Assigned Area and for constructing and equipping the Restaurant at the approved site. You must not make any binding commitment to a prospective vendor or lessor of real estate concerning a site for the Restaurant unless we have approved the site. The location, selection, procurement and development of a site for the Restaurant is your responsibility. You may consult with real estate and other professionals of your choosing in discharging that responsibility. Our approval of a prospective site and rendering assistance in its selection is not a representation, promise, warranty or guarantee by us that the Restaurant operated at that site will be profitable or otherwise successful. (Franchise Agreement, Section II. A.)

Before you acquire a site for the Restaurant by lease or purchase, you must locate a site for the Restaurant that satisfies our site selection guidelines. You must submit to us in the form we specify a description of the site, including evidence demonstrating that the site satisfies our site selection guidelines, together with any other information and materials we may reasonably require. This must include a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. You must submit the information and materials for the proposed site to us for approval within at least one hundred eighty (180) days after you sign the Franchise Agreement, if the Franchise Agreement is for the first Restaurant to be developed under the Development Agreement. You must submit the information within ninety (90) days after

you sign the Franchise Agreement, for any additional Restaurant to be developed under the Development Agreement. We have forty-five (45) days after we receive this information and materials to approve or disapprove the proposed site as the location for the Restaurant. If we do not respond within forty-five (45) days after we receive the information and materials, the site is deemed approved. (Franchise Agreement, Section II. B.)

We will provide on-site evaluation as we may deem necessary on our own initiative or in response to your reasonable request for site approval. We will not provide any on-site evaluation for any proposed site before we receive all required information and materials concerning the site. We (or our designee) will provide at no additional charge to you an on-site evaluation for the Restaurant. If we determine that additional on-site evaluations are necessary, or you reasonably request additional evaluations, or if you fail to open a Restaurant at an approved site after we have conducted our on-site evaluation, we reserve the right to charge you for our reasonable expenses (or our designee) that were incurred with the on-site evaluation, including, the cost of travel, lodging, meals and wages. (Franchise Agreement, Section V. B)

Within sixty (60) days after we have approved the site for the Restaurant as described above (or a longer period we approve in writing), you must acquire the site by purchase or lease, at your expense. If you fail to acquire the site for the Restaurant within the time and in the manner required it is a material event of default under the Franchise Agreement. After we have approved the site for the Restaurant and you have acquired it, the Location will be described in Attachment A to the Franchise Agreement.

If you will purchase the premises for the Restaurant, you must submit a copy of the proposed contract of sale to us for our written approval before you sign it. You must furnish to us a copy of the signed contract of sale within ten (10) days after execution. If you will occupy the premises of the Restaurant under a lease, you must submit a copy of the proposed lease to us for written approval before you sign it. You must also provide to us a copy of the signed lease within ten (10) days after execution. We will not approve any lease for the Restaurant premises unless a rider to the lease signed by us, you and the lessor in substantially the form attached as Attachment B to the Franchise Agreement is attached to the lease. If you lease the premises from a party affiliated with you, the lease rider must include a monthly rental that we will pay (if we assume the right to operate the Restaurant) that does not exceed the fair market value of rent charged for similar locations between unrelated third parties. We will have thirty (30) days after receipt of the proposed lease or the proposed contract of sale to either approve or disapprove the documentation before you sign it. (Franchise Agreement, Section II. C.)

You are responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Restaurant premises. Before you begin constructing the Restaurant, you must (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Restaurant, and (ii) certify in writing to us that the insurance coverage specified in the Manuals is in full force and effect and that you have obtained all required approvals, clearances, permits and certifications. If we request, you must provide to us additional copies of your insurance policies or certificates of insurance and copies of all approvals, clearances, permits and certifications. (Franchise Agreement, Section II. D.)

You must obtain any architectural, engineering and design services we deem necessary to construct the Restaurant at your own expense from an architectural design firm we approve. You must adapt the prototypical architectural and design plans and specifications for constructing the Restaurant that we provide to you as is necessary to construct the Restaurant. You must submit the adapted plans to us for review. If we determine, in our discretion, that any plans are not consistent with the best interests of the System, we may prohibit your use of the plans. We will notify you of any objection(s) within forty-five (45) days after receiving the plans. If we fail to notify you of an objection to the plans within the time period, you may use the plans. If we object to any of the plans, we will provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We will notify you within fifteen (15) days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you of any objection within the time period, you may use the resubmitted plans. (Franchise Agreement, Section II. E.)

You must commence and diligently pursue constructing or remodeling the Restaurant. Commencement of construction is defined as the time at which you initiate any site work at the location approved for the Restaurant. Site work includes, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the construction or remodeling, you must provide us with periodic reports regarding the progress of the construction or remodeling as we may reasonably request. In addition, we may make on-site inspections to evaluate your progress. You must notify us of the scheduled date for completing construction or remodeling at least sixty (60) days before that date. Within a reasonable time after the date you complete construction or remodeling, we may inspect the completed Restaurant. You may not open the Restaurant for business without our written authorization. (Franchise Agreement, Section II. F.)

You must open the Restaurant and commence business within one (1) year after you sign the first Franchise Agreement under the Development Agreement, and within one (1) year for any additional Franchise Agreement, unless you obtain an extension of the time period from us in writing. The date the Restaurant opens for business to the public ("Opening Date") will be written in Attachment A to the Franchise Agreement. Before opening, you must complete all exterior and interior preparations for the Restaurant, including installation of equipment, fixtures, furnishings and signs, according to the plans and specifications we approve. If you fail to comply with any of your obligations, we have the right to prohibit you from commencing business. If you fail to open the Restaurant and commence business as described above, it is a material event of default under the Franchise Agreement. (Franchise Agreement, Section II. G.)

We estimate that the time from when you sign the Franchise Agreement to the Opening Date of the Restaurant will be approximately twelve (12) to sixteen (16) months. This time may be shorter or longer depending on the time necessary to obtain an approved site, to obtain financing, to obtain the permits and licenses for constructing and operating the Restaurant, to complete construction or remodeling (which may be affected by weather conditions, shortages, delivery schedules and other similar factors), to complete the interior and exterior of the Restaurant (including decorating, purchasing and installing fixtures, equipment and signs), and to complete preparation for operating the Restaurant (including purchasing inventory and supplies, and attending training).

Computer and Electronic Cash Register Systems: As described in Items 5, 6, 7 and 8, we may require that you purchase and use certain point of sale computer hardware and software that meets our specifications and that is capable of electronically interfacing with our computer system (the "POS System"). (Franchise Agreement, Section VII.D.) You must install and maintain equipment meeting our standards that permits us to retrieve by telecommunications or other methods any information stored on the POS System. (Franchise Agreement Section VII. E.(10) We use the POS System to collect and monitor point of sale information and credit card processing. Our affiliate may devote substantial resources to the development and enhancement of the "POS System" or "Software" (as defined in Item 5). Recovering a portion of this investment will be done through software license fees charged to franchisees that use the POS System. If we require you to use the POS System, a separate license agreement, software acquisition and software maintenance fee will be required. Since our investment in the POS System is not complete at this time, we have estimated the likely range of pricing for software acquisition and maintenance. We will charge you an amount not to exceed list price of software performing similar functions in the restaurant industry. We currently estimate that the initial license fee per restaurant will be in the range of One Thousand Five Hundred Dollars (\$1,500.00) to Six Thousand Dollars (\$6,000.00) for the software. We may also charge a reasonable fee to compensate us for our costs in preparing the updates and maintaining the Software in the future. Currently, we estimate the annual update cost for the Software to be between One Thousand Dollars (\$1,000.00) and Two Thousand Five Hundred Dollars (\$2,500.00) per restaurant (see Item 6). To date we have not approved an alternative point-of-sale system, however, in accordance with the procedures described in Item 8, you may request us to do so. We will evaluate that request taking into consideration the stage of development of the POS System, your current Restaurant operations and the needs of our System as a whole.

The Software is specifically designed for tracking information relevant to the Restaurants' business which is proprietary to us and our affiliate. We (or our designee) are obligated to provide you updates and to maintain the POS System. There are, however, no limitations on the frequency and cost of the updates. The POS System is designed to enable us to have immediate access to the information monitored by the POS System, and there is no contractual limitation on our use of the information we obtain.

You may purchase compatible hardware from any approved supplier. We may revise our specifications for the hardware as we determine necessary to meet the needs of the software and the System. There is no contractual limitation on our ability to require the hardware be improved or upgraded.

NEITHER WE NOR ANY AFFILIATE ARE OBLIGATED TO PROVIDE ANY OTHER SUPERVISION, ASSISTANCE OR SERVICES TO ESTABLISH OR OPERATE THE RESTAURANT.

ITEM 12

TERRITORY

Franchise Agreement: The Franchise Agreement grants you the right to operate an Up The Creek Fish Camp & Grill Restaurant at a single location that you select and that we approve. No other grants are given and all other rights are specifically reserved to us. Attachment A to the Franchise Agreement lists the specific street address of the approved location. You must operate the Restaurant only at this approved location and may not relocate the Restaurant without first obtaining our written consent. You may not establish or operate another Restaurant unless you enter into a separate Franchise Agreement.

Your approved location must be within an Assigned Area. The Assigned Area will be described in Attachment A to the Franchise Agreement by boundary streets or highways, city limit or county line boundaries, by an area encompassed within a radius of a specific distance (or a range of distances) or by any other method. We will determine the Assigned Area before you sign the Franchise Agreement based on various market and economic factors such as an evaluation of market demographics, the market penetration of the System and similar businesses, the availability of appropriate sites and the growth trends in the market. The Assigned Area shall have a radius surrounding the Restaurant which is equal to the lesser of three (3) miles or the area containing forty thousand (40,000) population as determined by an independent demographic analysis based on the U.S. Census.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement and any other agreements you or your affiliates may have with us or our affiliates, we and our affiliates will not establish or authorize any other person or entity to establish an Up The Creek Fish Camp & Grill Restaurant within the Assigned Area. However, we, our affiliates, and any other authorized person or entity (including any other franchisee) may, at any time, advertise and promote the System, and fill customer orders by providing catering services in the Assigned Area. We and our affiliates may also offer and sell and authorize others to offer and sell: (i) collateral and other products under the Marks, at or from any location, including pre-packaged food and beverage products and Up The Creek Fish Camp & Grill Restaurant memorabilia; (ii) food and beverage services under the Marks at or through any Up The Creek Fish Camp & Grill Restaurant or other permanent, temporary or seasonal food service facility providing in whole or in part the products and services offered by a full-service Up The Creek Fish Camp & Grill Restaurant in any Reserved Area (as defined below) in the Assigned Area; and (iii) any food and beverage products and services or other products and services under any other names and marks. A "Reserved Area" is defined in the Franchise Agreement as any enclosed area of retail sales establishments, food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings and stadiums, arenas, ballparks, and other mass gathering locations or events we designate.

Development Agreement: Under the Development Agreement, you are assigned a Territory where you must develop one Restaurant. If you comply fully with the operational, financial, legal and ownership conditions contained in the Development Agreement as described below, you will have the right to develop additional Restaurants based on a specified development schedule which will be listed in Section III. of the Development Agreement and agreed to before you sign it (the 'Development Schedule').

These conditions must be met before you will have the right to develop each additional Restaurant described in the Development Schedule:

(1) "Operational": You must be in compliance with the Development Schedule and the Development Agreement. You and your affiliates (an affiliate of a person or entity is any entity that is controlled by, controlling or under common control with that person or entity) must be in compliance with any other development agreement between you and your affiliates and us and our affiliates. You must be operating your existing Restaurants, if any, and must be capable of operating the proposed Restaurant (a) in accordance with the terms and conditions at the Development Agreement, (b) in accordance with the provisions of the respective Franchise Agreements, and (c) in accordance with the standards, specifications, and procedures described in the Manuals (as amended), or otherwise provided in writing.

(2) "Financial": You and your Controlling Principals must satisfy our then-current financial criteria for developers and controlling principals of Up The Creek Fish Camp & Grill Restaurants for your operation of your existing Restaurants, if any, and the proposed Restaurant. You and your Controlling Principals must have been and must be faithfully performing all terms and conditions under each of the existing Franchise Agreements with us. You must not be in default, and must not have been in default during the twelve (12) months preceding your request for Financial approval, of any monetary obligations owed to us or our affiliates under any Franchise Agreement or other agreement between you or any of your affiliates and us or any of our affiliates.

(3) "Legal": You must submit to us, in a timely manner, all information and documents we request before and as a basis for our issuing individual franchises or under any right granted to you by the Development Agreement or by any Franchise Agreement between you and us. You must also have taken any additional actions related to the above that we may request.

(4) "Ownership": Neither you nor any of your Controlling Principals (as applicable) may have transferred a Controlling Interest in you (as defined in Section VII. G. of the Development Agreement). You and the Controlling Principals, on whom we have relied to perform the duties under the Development Agreement, must continue to own and exercise control over a Controlling Interest in you. Neither you nor any of Controlling Principals (as applicable) may have transferred any interest in a Franchise Agreement before the completion and opening of the applicable Up The Creek Fish Camp & Grill Restaurant for business to the public.

The rights granted under the Development Agreement relate only to the development of a full service Up The Creek Fish Camp & Grill Restaurant. All other rights are reserved to us. Except as provided in the Development Agreement, and subject to your full compliance with the Development Agreement and any other agreement among you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity, other than you, to establish a full-service Up The Creek Fish Camp & Grill Restaurant in the Territory during the term of the Development Agreement. However, we, any franchisee and any other authorized person or entity will have the right, at any time, to advertise and promote the System, and fill

customer orders by providing catering services in the Territory. We and our affiliates operate restaurants under the Marks. Further, we and our affiliates may offer and sell (and may authorize others to offer and sell): (i) collateral and other products under the Marks, at or from any location, including pre-packaged food and beverage products and Up The Creek Fish Camp & Grill Restaurant memorabilia; (ii) food and beverage services under the Marks at or through any Up The Creek Fish Camp & Grill Restaurant or other permanent, temporary or seasonal food service facility providing in whole or in part the products and services offered by a full-service Up The Creek Fish Camp & Grill Restaurant in any Reserved Area (as defined above) in the Territory; and (iii) any food and beverage products and services or other products and services under any other names and marks.

During any of the Development Periods stated in the Development Schedule, subject to the terms and conditions of the Development Agreement, you, after obtaining our written consent (which consent may be withheld in our discretion), may develop more than the total minimum number of Restaurants which you must develop during that Development Period. However, you may not open or operate more than the cumulative total number of Restaurants you are obligated to develop under the Development Agreement as provided in the Development Schedule. Any Restaurants developed during a Development Period in excess of the minimum number of Restaurants required to be developed on expiration of that Development Period will be applied to satisfy your development obligation during the next succeeding Development Period, if any.

If during the term of the Development Agreement, you cease to operate any Restaurant developed under the Development Agreement for any reason, you must develop a replacement Restaurant to fulfill your obligation to have open and in operation the required number of Restaurants on the expiration of each Development Period. The replacement Restaurant must be developed within a reasonable time that you and we agree on after you cease to operate the Restaurant to be replaced. If during the term of the Development Agreement, you are, in compliance with the terms of any Franchise Agreement for a Restaurant developed under the Development Agreement, transfer your interest in the Restaurant, the transferred Restaurant will continue to be counted in determining whether you have complied with the Development Schedule if it continues to be operated as an Up The Creek Fish Camp & Grill Restaurant. If the transferred Restaurant ceases to be operated as an Up The Creek Fish Camp & Grill Restaurant during the term of the Development Agreement, you must develop a replacement Restaurant within a reasonable time to be agreed on after the transferred Restaurant ceases to be operated as a Up The Creek Fish Camp & Grill Restaurant. In either case, the reasonable time period will apply to the development of the replacement Restaurant only and, in our sole discretion, extend the term of the applicable Development Period to the end of the mutually agreed on time period. The time period, however, will not exceed one hundred eighty (180) days.

Your failure to adhere to the Development Schedule (including any extensions approved by us in writing) or to any time period for developing replacement Restaurants will constitute a material event of default under the Development Agreement, for which we may, among other things: terminate the Development Agreement; modify your territorial rights; reduce the area of any territorial rights; reduce the number of Restaurants which you may establish; permit you to extend the Development Schedule; terminate or modify any right of first refusal we granted to you; or pursue any other

remedy we may have at law or in equity, provided that you will not be liable for monetary damages solely for failure to adhere to the Development Schedule.

If you have complied with the terms and conditions of the Development Agreement, including developing each and every Restaurant in accordance with the Development Schedule, before developing, or authorizing any other person or entity to develop, any Restaurant in the Territory, we will offer to you the right to develop the additional Restaurants that may be developed within the Territory. In our discretion, we may offer you an option to extend the Development Agreement, or to execute our then current form of development agreement, to develop the additional Restaurants within the Territory. We will provide written notice to you of the number of Restaurants to be developed and the terms of the development. You will have thirty (30) days after receiving our written notice to exercise this right by providing written notice to us. In order to exercise the right, you must pay to us the then-current development fee we charge for similar development rights. The extension (or new agreement) will contain a new development schedule describing the number and the time period for development of each Restaurant.

The size of the Territory may be an Area of Dominant Influence or "ADI," a single or multi-county area, single state area or some other area, and will be described in Attachment D of the Development Agreement. We will determine the Territory before you sign the Development Agreement based on various market and economic factors, including, those described above regarding the Assigned Area.

The territorial rights granted to you under the Franchise Agreement or the Development Agreement are not dependent on the achievement of a certain sales volume, market penetration or other contingency and the Territory may not be altered before the Development Agreement expires or terminates, except as stated above regarding your compliance with the Development Schedule. Also, except as stated above, we generally do not grant rights of first refusal.

Except as described in Item 1, neither we nor our affiliates currently operate, franchise, or conduct business through alternative channels of distribution offering products or services similar to those offered by the Restaurant under different marks. There are, however, no restrictions in either the Franchise Agreement or Development Agreement that would restrict our ability to do so, and we reserve the right to do so.

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin that we have designated, including the Marks described in Item 1. These Marks may be used only in the manner we authorize and only for operating your Restaurant at the location specified in the Franchise Agreement.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious

name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of, or our or any of our affiliate's rights in and to, the Marks.

The following principal Marks have been registered with the U.S. Patent and Trademark Office on the Principal Register:

<u>Registration Description</u>	<u>Federal Number</u>	<u>Registration Date</u>
Up The Creek Fish Camp & Southern Grill (block)	2,329,750	March 14, 2000
Up The Creek Fish Camp & Southern Grill (open design)	2,383,043	September 5, 2000
Up The Creek Fish Camp & Southern Grill (closed design)	2,383,106	September 5, 2000
Up The Creek Fish Camp & Southern Grill (sign design)	2,435,160	March 13, 2001
Up The Creek Camp Fired Grill (block)	2,473,741	July 31, 2001
Up The Creek Fish Camp & Wood-Fired Grill (block)	75/784003	pending
Up The Creek Fish Camp & Grill (block)	2,620,657	September 17, 2002
Up The Creek (block)	2,729,794	June 24, 2003

All required affidavits of use have been filed for the registered Marks described above.

Except as listed above, there are no currently effective determinations of the U.S. Patent and Trademark Office, the trademark trial and appeal board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. UTC is unaware of any claimed superior prior rights, infringing uses or agreements currently in effect which could materially affect or significantly limit the rights of UTC to use or license the use of any trademark listed above.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Controlling Principals are not permitted to communicate with any person other than us or any designated affiliate, their counsel and your counsel involving any infringement, challenge or claim. We can take action and have the right to exclusively control any litigation or Patent and Trademark Office or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks. You must execute any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or Patent and Trademark Office or other administrative or agency proceeding or to

otherwise protect and maintain our interests and the interests of any other person or entity (including our Affiliates) having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that your and your Controlling Principals conduct in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement.

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy, we intend to defend the Marks vigorously.

We may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System.

The license to use the Marks granted in the Franchise Agreement is nonexclusive to you. We and our affiliates have and retain certain rights in the Marks including the following:

1. To grant other licenses for the use of the Marks in addition to those licenses already granted to existing franchisees;
2. To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and
3. To engage, directly or indirectly, at wholesale, retail, e-commerce or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights: We have no patents or registered copyrights that are material to the Up The Creek Fish Camp & Grill Restaurant franchise.

Confidential Manuals: You must operate the Restaurant in accordance with the standards and procedures specified in the Manuals. One copy of the Manuals will be loaned to you by us for the term of the Franchise Agreement.

You must treat the Manuals and any other manuals we create or approve for use in your operation of the Restaurant, and the information contained in them, as

confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manuals remain our sole property and must be kept in a secure place on the Restaurant premises.

We may revise the contents of the Manuals and you must comply with each new or changed standard. You must also ensure that the Manuals are kept current at all times. If there is a dispute as to the contents of the Manuals, the terms of the master copy maintained by us at our headquarters will be controlling. You must return to us all pages that are replaced in the Manuals.

Confidential Information: We claim proprietary rights in certain of our recipes which are included in the Manuals and which are our trade secrets. You and each of your Controlling Principals are prohibited, during and after the term of the Franchise Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of the Franchise Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Restaurant that may be communicated to you or any of your Controlling Principals or that you may learn about, including these trade secrets. You and each of your Controlling Principals can divulge this confidential information only to your employees who must have access to it to operate the Restaurant. Neither you nor your Controlling Principals are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce the materials or information nor make them available to any unauthorized person. Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manuals, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, and other information communicated in writing and through other means, including electronic media (e.g., CD Rom, computer disk or video and audio tape) are considered confidential.

You must have your General Manager and any of your personnel who receive or will have access to confidential information, execute similar covenants (see Item 17). The covenants will be substantially as provided in Attachment D to the Franchise Agreement and Attachment B to the Development Agreement. Your Principals, other than Controlling Principals who must execute the Franchise Agreement, also must execute these covenants.

If you or your Controlling Principals develop any new concept, process, product, recipe or improvement in the operation or promotion of the Restaurant, you must promptly notify us and give us all necessary information, free of charge. You and your Controlling Principals must acknowledge that any of these concepts, processes, products, recipes or improvements will become our property and we may give the information to other franchisees.

Software: If we, our affiliate or designee provide you Software, you must also treat that as confidential information. You are prohibited from copying, or otherwise reproducing or making it available to any unauthorized person. Any Software provided must be returned to us if the Franchise Agreement is terminated or expires. If we provide

you any Software, we will require you to sign a license agreement (as described in Item 11) that will state your obligations of confidentiality regarding the Software.

ITEM 15

OBLIGATIONS OF FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

When the Franchise Agreement is signed, you must designate and retain an individual to serve as the "Operating Principal" of the Restaurant. If you are an individual, you must perform all obligations of the Operating Principal. The Operating Principal must continuously meet our qualifications.

The Operating Principal must, at your option, either serve as the General Manager or, subject to our approval, designate another individual (the Operating Principal's designee) to serve as the General Manager of the Restaurant. In our discretion, any individual designated by the Operating Principal to serve as the General Manager, may also perform the duties and obligations of Operating Principal pertaining to the supervision and conduct of the franchised business; provided, that the Operating Principal must take all necessary action to ensure that the designee conducts and fulfills all of the obligations in accordance with the terms of the Franchise Agreement and provided further, that the Operating Principal must remain fully responsible for the performance.

The Operating Principal must maintain a direct or indirect ownership interest in you. Except as may otherwise be provided in the Franchise Agreement, the Operating Principal's interest in you must be and must remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options. The Operating Principal must execute the Franchise Agreement as one of the Controlling Principals, and must be individually, jointly and severally, bound by all obligations of you, the Operating Principal and the Controlling Principals under its Franchise Agreement.

You and the Operating Principal (or his designee, if applicable) must devote substantial full time and best efforts to the supervision and conduct of the franchised business. The Operating Principal (and his designee, if applicable) must meet our standards and criteria for that individual, as stated in the Manuals or otherwise in writing by us.

If, during the term of the Franchise Agreement, the Operating Principal or any designee is not able to continue to serve or no longer qualifies to act as the Operating Principal, you must promptly notify us and designate a replacement within sixty (60) days after the Operating Principal or the designee ceases to serve or be so qualified. The replacement is subject to the same qualifications and restrictions listed above.

You must provide for interim management of the activities contemplated under the Franchise Agreement until a replacement is designated. The interim management must be conducted in accordance with the Franchise Agreement.

You must designate and retain at all times a General Manager (“General Manager”) to direct the operation and management of the Restaurant. You must designate your General Manager at the same time you execute the Franchise Agreement. The General Manager will be responsible for the daily operation of the Restaurant. The General Manager may, but need not, be one of the Controlling Principals. The General Manager must, during the entire period he serves as General Manager, meet the following qualifications:

The General Manager must satisfy our educational and business experience criteria as described in the Manuals or otherwise in writing by us. The General Manager must devote full time and best efforts to the supervision and management of the Restaurant. The General Manager must be an individual acceptable to us. The General Manager must satisfy the training requirements stated in the Franchise Agreement. If, during the term of the Franchise Agreement, the General Manager is not able to continue to serve in that capacity or no longer qualifies to do so, you must promptly notify us and designate a replacement within one hundred twenty (120) days after the General Manager ceases to serve. The replacement must meet the same qualifications; listed above. You must provide for interim management of the Restaurant until the replacement is so designated. The interim management must be conducted in accordance with the terms of the Franchise Agreement.

You must also designate and retain at all times at least two assistant managers, one kitchen manager and one assistant kitchen manager to assist in the operation and management of the Restaurant. Under the Development Agreement, you must designate a director of operations (“Director of Operations”) who will be responsible for overseeing and supervising the activities of all Restaurant management personnel. Each of these persons must satisfy our educational and business experience criteria as described in the Manuals and must complete to our satisfaction our training requirements.

We may require each of your Director of Operations and any other management and supervisory employees who oversee the development and operation of more than one (1) Restaurant, and each General Manager to successfully complete our interview process and a psychological profile test, which test may be administered by us or a testing agency we designate. You must pay all costs charged by any designated testing agency. Currently, we estimate those costs to be One Hundred Dollars (\$100.00) to Three Hundred Fifty Dollars (\$350.00) per person tested.

At our request, you must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager and any of your other personnel who have received or will have access to our training and any holder of a beneficial interest in you (except for any limited partners) who is not designated as a Controlling Principal and does not execute the Franchise Agreement as a Controlling Principal. At our request, you must require any of your personnel, if applicable, to sign covenants that they will maintain the confidentiality of information they receive or have access to based on their relationship with you (see Item 14). These covenants will be in substantially the same form attached to the Franchise Agreement and the Development Agreement. We reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the noncompetition covenants described in the attachments or eliminate the noncompetition covenants altogether for

any party that is required to execute an agreement as described in this paragraph (see Item 17).

If you are an individual, your spouse must sign the Franchise Agreement, Development Agreement and the Controlling Principals Agreements attached to the Franchise and Development Agreements as Attachment D and Attachment B, respectively, whereby your spouse assumes and agrees to discharge all your obligations under the Agreements.

All of your officers and directors and those individuals who own an interest and are defined as Controlling Principals must sign the "Controlling Principals Agreement" attached to the Franchise and Development Agreements as Attachment D and Attachment B, respectively, assuming and agreeing to discharge all of your obligations under the Agreements.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must comply with all of our standards and specifications (including brand specifications) relating to the purchase of all food, food products and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register, computer hardware and software), and other products used or sold at the Restaurant (see Item 8).

You must comply with all applicable laws and regulations and obtain all appropriate governmental approvals relating to the Restaurant. To ensure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity the methods, standards and specifications in the Manuals and as we may otherwise require in writing.

You must sell or offer for sale all menu items, food products, and other products and services we require, in the manner and style we require, including dine-in, carry-out, or catering, only as expressly authorized by us in writing in the manuals or otherwise. You must comply with the terms of any distribution program and sign the documents we deem necessary for the program. You must sell and offer for sale only the menu items, and other products and services that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any menu items, products or services that we may disapprove in writing at any time. We have the right to change the types of menu items, products and services offered by you at the Restaurant at any time, and there are no limits on our right to make those changes.

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications. You must prepare all menu items with our recipes and procedures for preparation contained in the Manuals or other written instructions, including the measurements of ingredients. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

You must maintain the Restaurant to our cleanliness standards and keep it in good repair and condition. You must make any additions, alterations, repairs and replacements to the Restaurant as may be required for that purpose, including, periodic repainting or replacement of obsolete signs, furnishings, equipment (including, electronic cash register or computer hardware and software systems), and decor as we may reasonably direct. You must obtain and pay for any new or additional equipment, including electronic cash registers, computer hardware and software, fixtures, supplies and other products and materials that we require you to have in order to offer and sell new menu items from the Restaurant or to provide the Restaurant's services by alternative means, such as through carry-out or catering arrangements, if we authorize you to do so. Except as may be expressly provided in the Manuals, you may not make any alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior decor items, fixtures or furnishings to the Restaurant or its premises without obtaining our written approval first.

We may ask you to make other improvements to modernize the Restaurant premises, equipment, including electronic cash registers, computer hardware and software, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required to operate the Restaurant, to our then-current standards and specifications. You will be required at our request to make the capital improvements or modifications described in the Franchise Agreement (i) on or before the fifth anniversary of the date you opened the Restaurant or (ii) at any time during the term of the Franchise Agreement, when 20% of the Up The Creek Fish Camp & Grill Restaurants that we or our affiliates operate have made or are exercising their best efforts to make the improvements or modifications.

You have complete discretion over the prices you charge to customers for the offer and sale of any menu items, products, merchandise and services.

You must maintain a competent, conscientious and trained staff to operate the Restaurant in accordance with the Franchise Agreement and the Manuals and take the steps necessary to ensure that your employees preserve good customer relations, and comply with our standards for employee uniforms.

We and our affiliates have and may develop certain products for use in the System that are prepared from confidential recipes and that are trade secrets of ours and certain products that bear our Marks. Because of the importance of quality and uniformity of production and the significance of the secret recipe and trademarked products in the System, it is to our and your benefit that we closely control the production and distribution of the products. You must use our secret recipe products. You must purchase all of your requirements for these products only from us or from sources we designate.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell (see Item 8).

ITEM 17

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

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS. YOU MUST READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS OFFERING CIRCULAR TO OBTAIN FULL INTENT. DO NOT RELY ON THE SUMMARY.

Category	Section in Agreement	Summary
a. Length of the term of the franchise	Section III.A.	Term continues for fifteen (15) years from the date of the Franchise Agreement unless terminated earlier.
b. Renewal or extension of the term	Section III.B.	Agreement may be renewed at your option for three (3) additional five (5) year terms.
c. Requirements for franchise to renew or extend	Section III.B. (1)-(8)	Requirements include: you must give at least seven (7) months notice, repair and update equipment and Restaurant premises, not be in breach of any agreement with us or our affiliates, have the right to remain in possession of Restaurant premises, pay renewal fee (no fee second renewal term), execute current agreement and general release, and comply with current qualification and training requirements.
d. Termination by franchise	Not Applicable	Not Applicable
e. Termination by UTC without cause	Not Applicable	Not Applicable
f. Termination by UTC with "cause"	Section XVII.A.(1)	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.

Category	Section in Agreement	Summary
g. "Cause" defined - curable defaults	Section XVII.B.	Curable defaults include: if you or your affiliates fail to pay any monies owed to us or our affiliates and do not cure within fourteen (14) days after notice (or other period provided), fail to obtain execution of the Confidentiality and Noncompetition Covenants contained in the Franchise Agreement within thirty (30) days after a request, fail to procure and maintain required insurance within seven (7) days after notice, use the Marks in an unauthorized manner and fail to cure within twenty-four (24) hours after notice, fail to cure any other default that is susceptible of cure within thirty (30) days after notice.
h. "Cause" defined - defaults which cannot be cured	Sections XVII.A.(2) and (3)	Noncurable defaults include: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over thirty (30) days, sell unauthorized products or services, fail to acquire an approved location within time required, fail to remodel when required, fail to open a Restaurant when required, abandon or lose right to the Restaurant premises, are convicted of a felony or other crime that may have an adverse affect on the System or Marks, transfer any interest without our consent or maintain false books or records.

Category	Section in Agreement	Summary
i. Your obligations on termination/non-renewal	Section XVIII	Obligations include: You must cease operating the Restaurant and using the Marks and System and completely deidentify the business, pay all amounts due to us or our affiliates, return all Manuals and software and other proprietary materials, comply with confidentiality requirements, and at our option, sell or assign to us your rights in the Restaurant premises and the equipment and fixtures used in the business.
j. Assignment of contract by UTC	Section XIV.A.	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by you - defined	Section XIV.B.(1)	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Restaurant or you (if you are not a natural person).
l. UTC approval of transfer by you	Section XIV.B.(2)	You must obtain our consent before transferring any interest.
m. Conditions for UTC approval of transfer	Section XIV.B.(2)	Conditions include: You must pay all amounts due us or our affiliates, not otherwise be in default, execute a general release, and pay a transfer fee. Transferee must meet our criteria, attend training and execute current Franchise Agreement.
n. UTC's right of first refusal to acquire your business	Section XIV.D	Within thirty (30) days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. UTC's option to purchase your business.	Section XVIII.K. and XIV.D.	Other than assets on termination, non renewal or right of first refusal, we have no right or obligation to purchase your business.

Category	Section in Agreement	Summary
p. Death or disability of franchisee	Section XIV.E.	If you or a Controlling Principal are a natural person, on death or permanent disability, distributees must be approved by us, or franchise must be transferred to someone approved by us within six (6) months after death or notice of permanent disability.
q. Non-competition covenants during the term of the franchise	Section X.C.(1)	You are prohibited from operating or having an interest in a similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section X.C.(2)	Covenants include: You and your Controlling Principals are prohibited from operating or having an interest in a similar business which is located, or is intended to be located within a 25-mile radius of any Up The Creek Restaurant & Grill in existence, under construction, where land has been purchased or a lease has been executed as of the earlier of (i) the expiration or termination of, or the transfer of all of your interest in, the Franchise Agreement or (ii) the time a Controlling Principal ceases to satisfy the definition of a Controlling Principal, as applicable.
s. Modification of the agreement	Sections X.A.(5) and XIX.B.	Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with Manuals as amended.
t. Integration/merger clause	Section XIX.B.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	Sections XIX.G., H., I., J. and K.	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated at our then headquarters.

Category	Section in Agreement	Summary
v. Choice of forum	Section XIX.H.	The venue for all proceedings related to or arising out of the Franchise Agreement is the venue of our then headquarters, unless otherwise brought to us. (See Uniform UFOC Addendum and State Amendments to the Franchise and Development Agreement).
w. Choice of law	Section XIX.H.	The Franchise Agreement is to be interpreted and construed under the law of the state of our then headquarters (except for that state's choice of law rules). (See Uniform UFOC Addendum and State Amendments to the Franchise and Development Agreement).

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE DEVELOPMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS OFFERING CIRCULAR.

Category	Section in Agreement	Summary
a. Length of term	Section IV.A. of Development Agreement	Term continues until you have completed your development obligations in accordance with the Development Schedule.
b. Renewal of extension of the term	Section IV.B. of Development Agreement	We may extend the term of the Development Agreement to allow you to develop a replacement Restaurant.
c. Requirements of Developer to renew or extend	Section IV.B. of Development Agreement	You must develop the replacement Restaurant.
d. Termination by Developer	Not Applicable	Not Applicable
e. Termination by UTC without cause	Not Applicable	Not Applicable

Category	Section in Agreement	Summary
f. Termination by UTC with "cause"	Section VI.A.(1) of Development Agreement	Each of your obligations under the Development Agreement is a material and essential obligations, the breach of which may result in termination.
g. "Cause" defined - curable defaults	Sections VI.B.(11)-(13) and C. of Development Agreement	Curable defaults include: If you or your affiliates fail to pay any monies owed to us or our affiliates and do not cure within fourteen (14) days after notice (or other period provided), fail to obtain execution of the covenants contained in the Agreement within thirty (30) days after a request, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice, or fail to cure any other default that is susceptible of cure within thirty (30) days after notice. A default under a Franchise Agreement is a default under the Development Agreement.
h. "Cause" defined - defaults which cannot be cured	Section VI.A. and B.(1)-(10) of Development Agreement	Noncurable defaults include: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws or similar state laws, have outstanding judgments against you for over thirty (30) days, fail to comply with the Development Schedule, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, breach any of the representations, warranties and covenants contained in the Development Agreement, transfer or attempt to transfer any interest without our consent; or execution has been levied against you; or suit to foreclose any lien or mortgage against the premises or equipment has been instituted and not dismissed within thirty (30) days.

Category	Section in Agreement	Summary
i. Developer's obligations on termination/non-renewal	Section VI.D. and E. of Development Agreement	Obligations include: You must cease developing Restaurants or, on a partial termination of territorial or development rights, must continue to develop only in accordance with any modified Development Schedule, and must comply with all applicable confidentiality and noncompetition covenants.
j. Assignment of contract by UTC	Section VII.A. of Development Agreement	We have the right to transfer or assign the Development Agreement to any person or entity without restriction.
k. "Transfer" of Developer - defined	Section VII.B.(1) of Development Agreement	Includes sale, assignment, conveyance, gift, pledge, mortgage or other disposal or encumbrance of any direct or indirect interest in this Agreement or you (if you are not a natural person).
l. UTC approval of transfer by Developer	Section VII.B(2) of Development Agreement	You must obtain our consent before transferring any interest.
m. Conditions for UTC approval of transfer	Section VII.B.(2)(a)-(i) of Development Agreement	Conditions include: You must pay all amounts due us and our affiliates, not otherwise be in default, execute a general release, remain liable for pre-transfer obligations, have completed the development of all Restaurants required to be developed under Section III of the Development Agreement, and pay a transfer fee. Transferee must meet our criteria, assume post-transfer obligations, execute our then-standard Agreement and attend training.
n. UTC's right of first refusal to acquire Developer's business	Section VII.D. of Development Agreement	Within thirty (30) days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party.

Category	Section in Agreement	Summary
o. UTC's option to purchase your business	Section VI.H. of Development Agreement	Other than assets on termination, non-renewal or right of first refusal, we have no right or obligations to purchase your business.
p. Death or disability of Developer	Section VII.E. of Development Agreement	If you or a Controlling Principal are a natural person, on death or permanent disability, distributee must be approved by us within twelve (12) months after death or six (6) months after notice of permanent disability.
q. Non-competition covenants during the term of the Development Agreement	Section VIII.C. of Development Agreement	Except for Restaurants you operate under Franchise Agreements with us, you and your Controlling Principals are prohibited from operating or having an interest in a similar business in the U.S. or anywhere else we have used, registered or sought to register the Marks or where we operate or license other
r. Non-competition covenants after the Development Agreement	Section VIII.D.(3) of Development Agreement	Covenants include: Except for Restaurants you operate under Franchise Agreements with us, you and your Controlling Principals are prohibited from operating or having an interest in a similar business which is located, or is intended to be located within a twenty-five (25) mile radius of any Up The Creek Restaurant & Grill or food service facility in existence, under construction, where land has been purchased or a lease has been executed as of the earlier of (i) the expiration, termination, or the transfer of all of your interest in the Agreement or (ii) the time a Controlling Principal ceases to satisfy the definition of a Controlling Principal, as applicable.

Category	Section in Agreement	Summary
s. Modification of the agreement	Sections VIII.G. and XIV. of Development Agreement	Development Agreement may not be modified unless mutually agreed to in writing. You must comply with Manuals as amended.
t. Integration/merger clause	Section XIV.A. of Development Agreement	Only the terms of the Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	Sections XIV.B., C., D., E and F of Development Agreement	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated at our then headquarters.
v. Choice of forum	Section XIV.C. of Development Agreement	The venue for all proceedings related to or arising out of the Agreement is the venue of our then headquarters, unless otherwise brought by us (See Uniform UFOC Addendum and State Amendments to the Franchise and Development Agreement).
w. Choice of law	Section XIV.C. of Development Agreement	The Agreement is to be interpreted and construed under the law of the state of our then headquarters (except for that state's choice of law rules) (See Uniform UFOC Addendum and State Amendments to the Franchise and Development Agreement).

ITEM 18

PUBLIC FIGURES

At this time, we do not use any public figure to promote our franchise.

ITEM 19

EARNINGS CLAIMS

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Restaurant. Actual results vary from Restaurant to Restaurant and we cannot estimate the results of any particular franchise.

ITEM 20

LIST OF OUTLETS FRANCHISED RESTAURANT STATUS SUMMARY AS OF DECEMBER 31, 2004, DECEMBER 23, 2005, and DECEMBER 23, 2006

State	Restaurants Cancelled or Terminated	Restaurants Closed During Period	Restaurants Opened During Period	Restaurants Operating At End of Period
Alabama	0/0/0	0/0/0	0/0/0	2/2/2
Florida	0/0/0	0/0/0	0/1/0	0/1/1
Kentucky	0/0/0	0/0/0	0/0/0	0/0/0
Tennessee	1/0/0	1/0/1	0/0/0	2/2/1
Mississippi	0/0/0	0/0/0	0/0/0	1/1/1
N. Dakota	0/0/0	0/0/0	0/0/1	0/0/1
Totals	1/0/0	1/0/1	0/1/1	5/6/6

Note:

(1) A list of the names, addresses and telephone numbers of Franchisee owned Restaurants as of December 23, 2006, is attached as Exhibit L to this Offering Circular.

STATUS OF COMPANY-OWNED RESTAURANTS AS OF DECEMBER 31, 2004, DECEMBER 23, 2005, AND DECEMBER 23, 2006

States	Restaurants Closed During Period	Restaurants Opened During Period	Restaurants Operating At End of Period
Georgia	0/0/0	2/0/2	5/5/7
TOTALS	0/0/0	2/0/2	5/5/7

Note:

(1) UTC began operations in 1999 for fiscal year ended September 30, 1999. As of the date of this Offering Circular, all company-owned restaurants are owned by our

Affiliate, Up the Creek Restaurants of Georgia, Inc., f/k/a Up The Creek Restaurants of Georgia, L.L.C. A list of the names, addresses and telephone numbers of our company-owned Restaurants as of December 23,2006, is attached as Exhibit K to this Offering Circular.

**PROJECTED OPENINGS
IN YEAR 2007**

States	Franchise Agreements Signed but Restaurant Not Open	Projected Franchised Restaurant Openings in 2007	Projected Company-Owned Restaurant Openings in 2007
Alabama	1	1	
Arkansas	1		
Florida	1	2	
Georgia			
Kentucky			
Mississippi			
New Jersey	1		
Tennessee			
North Dakota		2	
Maryland	1	1	
South Carolina		1	
TOTALS	5	7	

As of December 23, 2006, Up The Creek Restaurants of America, Inc., f/k/a Up The Creek Restaurants of America, L.L.C., has eight (8) effective Development Agreement and eleven (11) effective Franchise Agreements for franchised businesses with the parties, including their principal places of business, described below.

Without A Paddle, LLC
 Quality Restaurant Concepts, LLC
 601 Vestavia Parkway, Suite 1000
 Birmingham, Alabama 35216
 (205) 824-5060

UTC of Arkansas, Inc.
47 Dogwood Lake Drive
Texarkana, TX 75503
(903) 794-5504

Gone Fishin' Restaurants, Inc.
Colby Enterprises, Inc.
2 Lynam Lookout Drive
Newark, Delaware 19702
(609) 894-2175 ext. 208

Seafood Ventures, LLC
2505 16th Street, SW
Minot, ND 58701
(701) 838-2822

Reel American, LLC
Allen Musikantow
100 E. Walton, Suite 600 E
Chicago, IL 60611
(312) 925-1919

Down the River, LLC
Sunshine Restaurant Ventures, LLC
850 Dogwood Road
Suite A-400 S88
Lawrenceville, GA 30043
(770) 967-6858

Iron-Horse Hospitality Group, LLC
419 East Crossville Road, Suite 207
Roswell, GA 30075
(770) 552-2044

5, LLC
147 Delta Drive
Pittsburgh, PA 15238
(412) 963-6550

The Development Agreements and the Franchise Agreements entered between Up The Creek Restaurants of America, LLC and Paddle This, LLC were terminated on July 27, 2004. Two of the Restaurants in Tennessee were purchased by Without A Paddle, LLC. Described below is the last known address and telephone number of the terminated Franchisee.

Paddle This, L.L.C.
7100 B. Kingston Pike
Knoxville, TN 37919
(865) 584-4245

ITEM 21

FINANCIAL STATEMENTS

A. Our financial statements listed below are attached to this Offering Circular as Exhibit

1. Financial Statements and Accompanying Information for the years ended September 30, 2006 and 2005 (audited); and

Financial Statements under our former name, Up The Creek Restaurants of America, LLC

2. Financial Statements and Accompanying Information for the years ended September 30, 2004 and 2003 (audited).

ITEM 22

CONTRACTS

Attached as Exhibits to this Offering Circular are the following contracts and their attachments:

- | | | |
|----|--|------------------|
| 1. | Development Agreement | <u>Exhibit B</u> |
| 2. | Franchise Agreement | <u>Exhibit C</u> |
| 3. | Power of Attorney (Telephone) | <u>Exhibit D</u> |
| 4. | Power of Attorney (Tax) | <u>Exhibit E</u> |
| 5. | Application Agreement | <u>Exhibit F</u> |
| 6. | Electronic Fund Transfer Authorization | <u>Exhibit G</u> |

ITEM 23

RECEIPT

THIS OFFERING CIRCULAR SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS OFFERING CIRCULAR AND ALL AGREEMENTS CAREFULLY.

IF WE OFFER YOU A FRANCHISE, WE MUST PROVIDE THIS OFFERING CIRCULAR TO YOU BY THE EARLIEST OF:

- (1) THE FIRST (1ST) PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR
- (2) TEN (10) BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR
- (3) TEN (10) DAYS BEFORE A PAYMENT TO US.

YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT AND/OR A DEVELOPMENT AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE (5) BUSINESS DAYS BEFORE YOU SIGN A DEVELOPMENT AGREEMENT AND/OR A FRANCHISE AGREEMENT.

IF WE DO NOT DELIVER THIS OFFERING CIRCULAR ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND ANY APPLICABLE STATE AGENCY.

I have received a Uniform Franchise Offering Circular dated: _____
Date of Issuance: _____

This Offering Circular included the following Exhibits:

- | | | | |
|-----------|--|-----------|---------------------------------------|
| Exhibit A | Financial Statements | Exhibit H | Intentionally Left Out |
| Exhibit B | Development Agreement | Exhibit I | List of State Administrators |
| Exhibit C | Franchise Agreement | Exhibit J | List of Agents for Service of Process |
| Exhibit D | Power of Attorney (Telephone) | Exhibit K | List of Company-owned Restaurants |
| Exhibit E | Power of Attorney (Tax) | Exhibit L | List of Franchisee-owned Restaurants |
| Exhibit F | Application Agreement | Exhibit M | Individual State Addenda |
| Exhibit G | Electronic Fund Transfer Authorization | | |

Dated: _____
Individually or as an Officer

of _____
(a _____ Corporation)
(a _____ Partnership)
(a _____ Limited Liability Company)
(a _____ Limited Liability Partnership)