PRIVATE PLACEMENT MEMORANDUM FOR ACCREDITED INVESTORS
MARCH 28, 2023

CRAVEWORTHY LLC
(A NEVADA LIMITED LIABILITY COMPANY)

755 Schneider Drive
South Elgin, Illinois 60177

www.craveworthybrands.com

Class A Units

Minimum Investment Amount per investor: $5,000

There is no maximum subscription per investor.

Craveworthy LLC ("Craveworthy" "the Company," "we," or "us"), is offering Class A Units (the "Offering"). There is no minimum target amount under this Regulation D Offering. This Reg D Offering will continue until March 31, 2024 unless earlier terminated by the Company or extended by the Company, in its sole discretion, without notice.

AN INVESTMENT IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF US AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD ONLY INVEST IN OUR SHARES IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD READ THE COMPLETE DISCUSSION OF THE RISK FACTORS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM ("PPM").

A COPY OF THIS PPM AND THE SUBSCRIPTION AGREEMENT ("SUBSCRIPTION AGREEMENT") SHALL BE DELIVERED TO EVERY PERSON SOLICITED TO BUY ANY OF THE SECURITIES HEREBY OFFERED, AT THE TIME OF THE INITIAL OFFER TO SELL.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PPM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SEE RISK DISCLOSURE STATEMENTS.

NOTICE TO INVESTORS

THE SECURITIES ("SECURITIES") OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT SET FORTH IN SECTION 4(a)(2) THEREOF AND RULE 506(c) OF REGULATION D PROMULGATED THEREUNDER. WE HAVE ELECTED TO SELL SECURITIES ONLY TO ACCREDITED INVESTORS AS SUCH TERM IS DEFINED IN RULE 501(a) OF REGULATION D. EACH PROSPECTIVE INVESTOR WILL BE REQUIRED TO MAKE REPRESENTATIONS AS TO THE BASIS UPON WHICH IT QUALIFIES AS AN ACCREDITED INVESTOR. PURSUANT TO RULE 506(c), INDEPENDENT VERIFICATION WILL BE REQUIRED.

THE SECURITIES OFFERED HEREBY WILL BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND UNDER APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. ONLY PERSONS WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT IN THE CLASS A UNITS SHOULD PURCHASE SUCH UNITS.

THE INFORMATION PRESENTED HEREIN WAS PRESENTED AND SUPPLIED SOLELY BY THE COMPANY AND IS BEING FURNISHED SOLELY FOR USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION OR MODIFICATION BY THE COMPANY AT ANY TIME AND WITHOUT NOTICE. WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO REJECT ANY PURCHASE IN WHOLE OR IN PART NOTWITHSTANDING TENDER OF PAYMENT OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF CLASS A UNITS SUBSCRIBED FOR BY SUCH INVESTOR.

THIS PPM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY ANY SECURITY OTHER THAN THE SECURITIES OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY SUCH SECURITIES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. NEITHER THE DELIVERY OF THIS PPM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF. THIS PPM CONTAINS SUMMARIES OF CERTAIN PERTINENT DOCUMENTS, APPLICABLE LAWS AND REGULATIONS. SUCH SUMMARIES ARE NOT COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE COMPLETE TEXTS THEREOF.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS PPM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS OR HER OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS PRIOR TO PURCHASING ANY CLASS A UNITS. **WE URGE YOU TO CONSULT AND RELY ON YOUR OWN TAX ADVISOR WITH RESPECT TO YOUR OWN TAX SITUATION, POTENTIAL CHANGES IN APPLICABLE LAWS AND REGULATIONS AND THE FEDERAL AND STATE CONSEQUENCES ARISING FROM AN INVESTMENT IN THE CLASS A UNITS. THE COST OF THE CONSULTATION COULD, DEPENDING ON THE AMOUNT CHARGED TO YOU, DECREASE ANY RETURN ANTICIPATED ON YOUR INVESTMENT. NOTHING IN THIS PPM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO ANY SPECIFIC INVESTOR, AS INDIVIDUAL CIRCUMSTANCES MAY VARY. YOU SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT LEGISLATIVE, ADMINISTRATIVE OR COURT DECISIONS MAY REDUCE OR ELIMINATE ANY ANTICIPATED TAX BENEFITS OF AN INVESTMENT IN THE CLASS A UNITS.**

THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS PPM OR IN ANY ADDITIONAL EVALUATION MATERIAL, WHETHER WRITTEN OR ORAL, MADE AVAILABLE IN CONNECTION WITH ANY FURTHER INVESTIGATION OF THE COMPANY. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY THAT MAY BE BASED UPON SUCH INFORMATION, ERRORS THEREIN OR OMISSIONS THEREFROM. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING, THIS PPM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS PPM NOR ANY SALE OF CLASS A UNITS MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PPM IN CONNECTION WITH THE OFFERING OF SECURITIES BEING MADE PURSUANT HERETO, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. WE HAVE NOT RETAINED ANY INDEPENDENT PROFESSIONALS TO COMMENT ON OR OTHERWISE PROTECT THE INTERESTS OF POTENTIAL INVESTORS. ALTHOUGH WE HAVE RETAINED OUR OWN COUNSEL, NEITHER SUCH COUNSEL NOR ANY OTHER INDEPENDENT PROFESSIONALS HAVE MADE ANY EXAMINATION OF ANY FACTUAL MATTERS HEREIN, AND POTENTIAL INVESTORS SHOULD NOT RELY ON OUR COUNSEL REGARDING ANY MATTERS HEREIN DESCRIBED.

THERE IS NO MARKET FOR OUR SECURITIES AND THERE IS NO ASSURANCES A PUBLIC MARKET WILL EVER BE ESTABLISHED. PURCHASERS OF THE SECURITIES ARE NOT BEING GRANTED ANY REGISTRATION RIGHTS. A PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED AN ILLIQUID INVESTMENT.

THIS PPM IS SUBJECT TO AMENDMENT AND SUPPLEMENTATION AS APPROPRIATE. WE DO NOT INTEND TO UPDATE THE INFORMATION CONTAINED IN THE PPM FOR ANY INVESTOR WHO HAS ALREADY MADE AN INVESTMENT. WE MAY UPDATE THE INFORMATION CONTAINED HEREIN FROM TIME TO TIME AND PROVIDE SUCH UPDATED DOCUMENT TO POTENTIAL INVESTORS BUT WE UNDERTAKE NO OBLIGATION TO PROVIDE SUCH UPDATED DOCUMENTS TO AN INVESTOR WHO HAS ALREADY MADE HIS INVESTMENT.

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In this Private Placement Memorandum, (the "PPM") the term "Craveworthy," "we," "us," "our," or "the Company" refers to Craveworthy LLC, a Nevada Limited Liability Company and its wholly owned subsidiaries on a consolidated basis. The term "Wing It On," refers to WIO Franchising LLC, a Nevada Limited Liability Company, the term "KB+T" refers to Krafted Burgers Franchise LLC, an Illinois Limited Liability Company, the term "Budlong Hot Chicken" refers to, collectively, The Budlong Franchise LLC, an Illinois Limited Liability Company, and The Budlong Franchise Nevada LLC, a Nevada Limited Liability Company, and the term "Lucky Cat" refers to The Lucky Cat Poke Company LLC, an Illinois Limited Liability Company.

Capitalized terms not otherwise defined in this PPM shall have the meaning ascribed to them in the respective agreement. See "Where You Can Obtain Information" for additional information or documents.

NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Certain of the statements set forth in this PPM and the Exhibits attached hereto constitute "Forward Looking Statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will likely," "should," "could," "would," "may" or words or expressions of similar meaning. All such forward-looking statements involve risks and uncertainties, including, but not limited to, those risks described herein. Therefore, prospective investors are cautioned that there also can be no assurance that the forward-looking statements included in this PPM will prove to be accurate. In light of the significant uncertainties inherent to the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation or warranty by the company or any other person that the objectives and plans of the company will be achieved in any specified time frame, if at all. Except to the extent required by applicable laws or rules, the company does not undertake any obligation to update any forward-looking statements or to announce revisions to any of the forward-looking statements.

WHERE YOU CAN OBTAIN MORE INFORMATION

The PPM contains limited information on the Company. While we believe the information contained in the PPM is accurate, such documents are not meant to contain an exhaustive discussion regarding the Company. We cannot guarantee a prospective investor that the abbreviated nature of the PPM will not omit to state a material fact, which a prospective investor may believe to be an important factor in determining if an investment in the Class A Units offered hereby is appropriate for such investor. As a result, prospective investors are required to undertake their own due diligence of the Company, our current and proposed business and operations, our management and our financial condition to verify the accuracy and completeness of the information we are providing in the PPM. If we make additional offerings of securities in the future, those offerings may include additional or different information to what is included in the PPM. An investment in the Class A Units is suitable only for investors who have the knowledge and experience to independently evaluate the Company, our business and prospects.

Prospective investors may make an independent examination of our books, records and other documents to the extent an investor deems it necessary and should not rely on us or any of our employees or agents with respect to judgments relating to an investment in the company.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, AS NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PPM.

Each offeree may, if he, she or it so desires, make inquiries of appropriate members of our management with respect to our business or any other matters set forth herein, and may obtain any additional information which such person deems to be necessary in order to verify the accuracy of the information contained in the PPM (to the extent that we possess such information or can acquire it without unreasonable effort or expense).

Any such inquiries or requests for additional information or documents should be made in writing to us, addressed as follows:

Craveworthy LLC
755 Schneider Drive
South Elgin, Illinois 60177

Attention: Gregg Majewski, CEO
Email : gregg@craveworthybrands.com

SUMMARY

The following is a summary of the basic terms and conditions of a proposed Class A Units financing of the Company. This summary is qualified in its entirety by the discussion contained in this PPM, and the Company's constitutive documents and agreements identified below.

The Company	Craveworthy LLC ("Craveworthy" or the "Company") is a Nevada Limited Liability Company, organized under the laws of Nevada on December 19, 2022.
Maximum Offering Amount	The Company may determine the Maximum Offering Amount in its sole discretion.
Price Per Class A Unit	$2.00
Minimum Investment	$5,000 per purchaser, provided that Company reserves the right to accept subscriptions for lesser amounts.
Use of Proceeds	The net proceeds from the sale of the Class A Units will be used to assist with franchise build out, working capital, and raising additional capital. See "Use of Proceeds."
Capitalization	Our Operating Agreement dated January 1, 2023 (the "Operating Agreement"), authorizes the issuance of up to 20,000,000 Class A Units and 8,750,000 Class B Units. Additional Units may be authorized at any time by the unanimous vote of the Managers. Persons holding Class A Units and the Class B Units and who have been admitted as a member ("Members") may vote on matters requiring a vote of the Members as set forth in our Operating Agreement. Investors in this Reg D Offering will not be admitted as Members, and do not have voting rights.
Rights of Unadmitted Assignees	Investors who acquire Class A Units or Class B Units (collectively, "Units"), but who are not admitted as a member pursuant to Section 9.11 of the Operating Agreement shall be an unadmitted assignee, ("Unadmitted Assignee") entitled only to allocations and distributions in accordance with the Operating Agreement, and shall have no right to any information, inspection or, voting rights.
Shares Outstanding	As of the date of this PPM 14,000,000 Class A Units and 8,750,000 Class B Units were issued and outstanding.
Investor Eligibility	The Class A Units may only be sold to accredited investors as defined by Rule 501 of Regulation D under the Securities Act. Pursuant to the provisions of Rule 506(c) independent third-party verification of the accredited investor status of each prospective investor will be required prior to the acceptance of any subscriptions by us.
Securities Exemption	The offer and sale of the Class A Units is intended to be exempt from the registration requirements of the Securities Act pursuant to Rule 506(c) under Regulation D promulgated under the Securities Act and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security.
Restrictions on Transfer	The Class A Units will be restricted as to transferability under state and federal laws regulating securities. The offer of the Class A Units has not been registered under the Securities Act, or any other similar state statutes,

	in reliance upon exemptions from the registration requirements contained therein. Accordingly, the Class A Units will be "restricted securities" as defined in Rule 144 of the Securities Act. As "restricted securities," an investor must hold them indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and any applicable state securities laws unless exemptions from registrations are available. Moreover, in the event an investor desires to sell or otherwise dispose of any of the Class A Units, the investor will be required to furnish us with an opinion of counsel acceptable to us that the transfer would not violate the registration requirements of the Securities Act or applicable state securities laws. Any certificate or other document evidencing the Class A Units will be imprinted with a conspicuous legend stating that the securities have not been registered under the Securities Act and state securities laws, and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the securities will include "stop transfer notations" with respect to such Units.
Offering Period	The Class A Units will be offered commencing on the date of this PPM and continue until March 31, 2024, unless earlier terminated by the Company or extended by the Company, in its sole discretion, without notice.
Risk Factors	The Class A Units offered hereby are highly speculative and involve a high degree of risk. Prospective investors should carefully review the risk factors included in this PPM, commencing on page 14.
Plan of Distribution	The Class A Units are being offered on a "best efforts" basis pursuant to an exemption from the registration requirements of the Securities Act provided by Rule 506(c) thereunder. The officers and directors of the Company will not be compensated by reference to any sales of the Class A Units, as discussed in the "Plan of Distribution" on page 33.
Subscription Procedures	Instructions on how to subscribe for the Class A Units can be found later in this PPM under the section entitled "Plan of Distribution" on page 31.

THE COMPANY AND ITS BUSINESS

Overview

Craveworthy LLC, a Nevada Limited Liability Company, (the "Company" or "Craveworthy") was organized on December 19, 2022 with a vision to: (i) create new and emerging restaurant brands, (ii) develop mid-size, underdeveloped restaurant brands, (iii) supercharge the growth of all restaurant brands acquired and (iv) revitalize established legacy brands. Our goal is to bring together diverse and complementary brands to be stronger together than they would be on their own.

Specifically, Craveworthy acquires legacy and emerging restaurant brands in the fast casual restaurant space. Upon acquisition of a brand, Craveworthy intends to do the following:

- Open Craveworthy owned restaurants of the specific brand
- Sell franchise locations for a brand
- Leverage in-house skills by providing shared services to enable efficient operations.

Currently, the Craveworthy platform consists of four brands:

- Wing It On
- KB+T
- Budlong Hot Chicken
- Lucky Cat

On March 9, 2023 the Company signed a Letter of Intent with Mongolian Concepts, LLC (the "LOI"). The Company intends to acquire 100% of the assets of Mongolian Concepts, LLC's wholly-owned subsidiaries, which include the following three brands:

- Genghis Grill
- BD's Mongolian Grill
- Flat Top Grill

Subsidiaries

Wing It On

The Company acquired WIO Franchising LLC ("Wing It On") on January 25, 2023. Wing It On is a fast casual restaurant specializing in chicken. Wing It On was honored to be awarded America's "Best-Tasting Medium Traditional Buffalo Sauce" at the 2022 National Buffalo Wing Festival in Buffalo, New York. Wing It On is on a mission to bring wow-factor flavor to the people, one bite at a time.

Wing It On is a manager-managed limited liability company. On January 25, 2023, Craveworthy became the sole member of Wing it On. Currently, Wing It On is managed by the following individuals: (i) Gregg Majewski, (ii) Matt Ensero, (iii) Justin Egan, (iv) Hassan Baqar, and (v) Ryan Turner.

As of the date of this PPM Craveworthy has not yet been elected and qualified as a manager of Wing It On.

Number of Craveworthy operated restaurants	0
Number of franchise locations	13

Krafted Burger + Tap

The Company acquired Krafted Burgers Franchise LLC ("KB+T") on January 4, 2023. KB+T is a globally inspired burger joint.

KB+T is a manager-managed limited liability company. On January 4, 2023, Craveworthy became the sole member and manager of KB+T.

Number of Craveworthy operated restaurants	2
Number of franchise locations	0

The Budlong Hot Chicken

The Company acquired The Budlong Franchise LLC on January 4, 2023 ("Budlong Illinois"). The Budlong Hot Chicken is a fast casual restaurant offering a Chicago-based Nashville hot chicken concept.

On February 17, 2023, the Company filed Articles of Organization with the Secretary of State of Nevada to create The Budlong Franchise Nevada LLC ("Budlong Nevada").

On February 17, 2023, Budlong Illinois and Budlong Nevada entered into a License Agreement. Pursuant to that agreement, Budlong Illinois licensed intellectual property rights relating to "The Budlong Hot Chicken" to Budlong Nevada. New franchises for The Budlong Hot Chicken will be offered by Budlong Nevada.

Budlong Illinois is a manager-managed limited liability company and the Company is its sole member and manager. Budlong Nevada is a member-managed limited liability company and the Company is its sole member and manager.

Number of Craveworthy operated restaurants	4
Number of franchise locations	0

Lucky Cat Poke Company

The Company acquired Lucky Cat Poke Company, LLC on January 4, 2023. Lucky Cat is a fast casual restaurant brand concept offering fast & delicious poke using the freshest ingredients available.

Lucky Cat is a manager-managed limited liability company. On January 4, 2023, Craveworthy became the sole member and manager of Lucky Cat.

Number of Craveworthy operated restaurants	0
Number of franchise locations	0

Genghis Grill

The Company intends to acquire Genghis Grill. Genghis Grill a fast casual restaurant offering various customizable or chef created bowls utilizing up to 80 fresh ingredients.

Number of operating restaurants	33
Number of current franchise locations	21

BD's Mongolian Grill

The Company intends to acquire BD's Mongolian Grill. BD's Mongolian Grill is the original create-your-own stir fry restaurant, serving up a unique, fun and interactive dining experience.

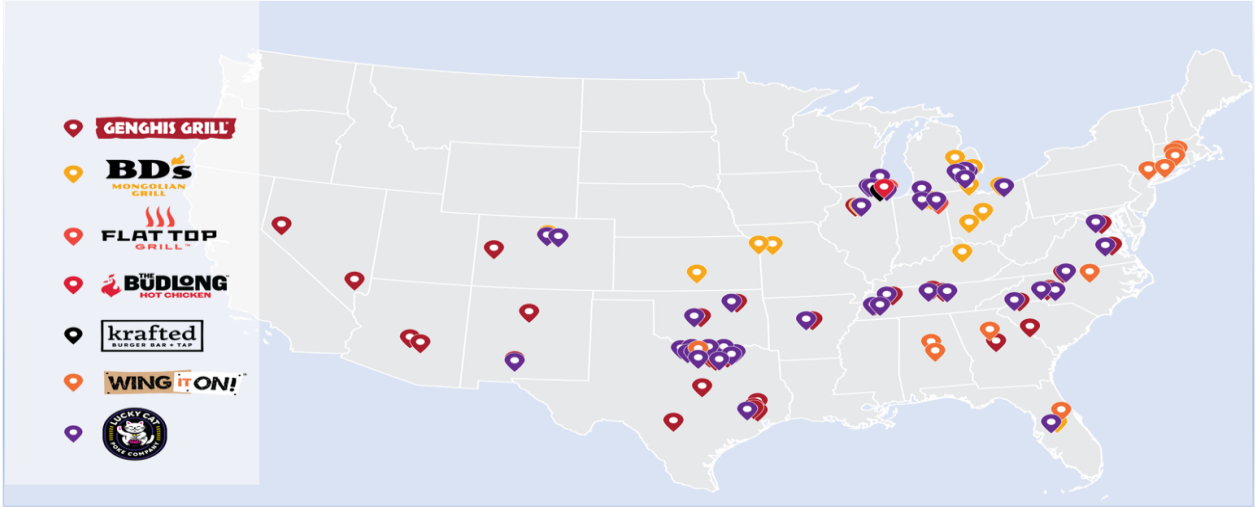
Number of operating restaurants	7
Number of franchise locations	10

Flat Top Grill

The Company intends to acquire Flat Top Grill. Flat Top Grill is an elevated Asian-fusion experience that combines the comforts of an upscale full-service restaurant, with an interactive dining experience.

Number of Craveworthy operated restaurants	5
Number of franchise locations	0

Subsidiary Locations (1)(2)



(1) As of March 28, 2023 the Company has not yet acquired Genghis Grill, BD's Mongolian Grill, or Flat Top Grill. The locations shown on this map depict stores and franchise locations that currently exist under different ownership. It is not certain whether these locations will continue to exist after the intended acquisition of each brand.

(2) Lucky Cat is a new brand that is launching in 2023. The Company intends to open the first store in the first half of 2023 with an additional 55 ghost-kitchen locations opening throughout 2023.

Acquisition Strategy

When determining whether to acquire a new brand the Company looks to the following factors:

- Number of locations including company owned and franchised locations.
- Quality of food and price point.
- Size/footprint of existing restaurants.
- Expertise of target's management team.
- Financial history.
- Valuation.

Material Agreements

Management Services Agreement

Capitalized terms not otherwise defined in this section shall have the meaning ascribed to them in the MS Agreement (defined below).

On January 1, 2023, the Company and Wildcat Investments, L.L.C., an Illinois limited liability company ("Wildcat"), RCS Holdings LLC, an Illinois limited liability company ("RCS") and FG Merchant Partners, LP, a Delaware limited partnership ("FG" and together with Wildcat and RCS, collectively the "Management Companies") entered into a Management Services Agreement (the "MS Agreement").

Pursuant to the terms of the MS Agreement, the Management Companies will provide advisory, consulting, and other services to the Company. In return the Management Companies will receive the following fees:

- Upon the consummation of a Third-Party Sale of the Company on or after the one-year anniversary of the Effective Date the aggregate Fee shall be equal to ten percent (10%) of the total net value of all consideration received by the Company or its equity owners (whether cash, stock, other property or a combination thereof) in a Third-Party Sale, after deduction of all legal and investment banking fees and any other transaction expenses payable by the Company or the shareholders to consummate the Third-Party Sale. The Fee shall be due and payable immediately following the consummation of the Third-Party Sale. The aggregate Fee shall be allocated among the Management Companies as follows: (i) Wildcat: 34.86% of the aggregate Fee, (ii) RCS: 30.85% of the aggregate Fee, and (iii) FG: 34.29% of the aggregate Fee.

Restaurant Management Agreement

Capitalized terms not otherwise defined in this section shall have the meaning ascribed to them in the RM Agreement (defined below).

On January 1, 2023, Craveworthy Brands and Grill Group 2017, LLC ("Grill Group") entered into the Restaurant Management Agreement ("RM Agreement"). Pursuant to the terms of the RM Agreement, Craveworthy appoints Grill Group as the exclusive agent of the Restaurant (Budlong Hot Chicken, KB+T and Lucky Cat) for the Services. In return Craveworthy pays fees to Grill Group in the amount of 3% of gross revenues received from operations of the Restaurant during the preceding month.

Equity Contribution and Exchange Agreement

Capitalized terms not otherwise defined in this section shall have the meaning ascribed to them in the Equity Contribution and Exchange Agreement, dated January 25, 2023 between WIO Franchising Inc., a North Carolina corporation ("WIO"), the shareholders of WIO (as listed on Exhibit A thereto and defined as "Shareholders") and Craveworthy LLC, a Nevada LLC ("Craveworthy").

On January 25, 2023, WIO transferred all of its units in WIO Franchising, LLC a North Carolina Limited Liability Company ("NEWCO") to Craveworthy. In exchange for the transfer, Craveworthy transferred to WIO 3,500,00 Class A Units of Craveworthy.

Further, in exchange for the assignment to Craveworthy of the Franchise System, Craveworthy will make the Contingent Payments to WIO in the amount of 17% of the gross royalties collected by Craveworthy from WIO franchisees, provided that that aggregate amount of Contingent Payments shall not exceed $3,800,000.

Current Market & Competition

The restaurant industry is highly fragmented. The United States restaurant sales in 2021 approached $800 billion according to the National Restaurant Association.

The fast-casual, quick-service, and casual dining segments of the restaurant industry are highly competitive with respect to, among other things, taste, price, food quality and presentation, service, location, convenience, brand reputation, cleanliness, and ambience of each restaurant. Our competition includes a variety of restaurants in each of these segments, including locally owned restaurants, as well as national and regional chains. Competition from food delivery services, which offer meals from a wide variety of restaurants, also has increased in recent years, particularly during COVID-19, and is expected to continue to increase. Many of our competitors also offer dine-in, carry-out, online, catering, and delivery services. Among our main competitors are restaurant formats that claim to serve higher quality ingredients without artificial flavors, colors and preservatives, and that serve food quickly and at a reasonable price.

Regulation

Our subsidiaries are subject to numerous federal, state, local and foreign laws and regulations, including those relating to:

- the preparation and sale of food;
- building and zoning requirements;
- environmental protection;
- minimum wage, overtime and other labor requirements;
- compliance with the Americans with Disabilities Act; and
- working and safety conditions.

In addition, we may become subject to legislation or regulation seeking to tax and/or regulate high-fat foods.

We are also subject to a Federal Trade Commission rule and to various state and foreign laws that govern the offer and sale of franchises. Additionally, these laws regulate various aspects of the franchise relationship, including terminations and the refusal to renew franchises.

Intellectual Property

On October 12, 2022 the Company filed for the mark CRAVEWORTHY BRANDS with the United States Trademark and Patent Office. The U.S Serial Number is: 97629505.

Employees

As of the date of this PPM, we have a total of 1 full-time employee and no part-time employees.

Legal Proceedings

As of the date of this PPM, we do not anticipate, nor have been a party to, any legal proceedings material to our business or financial condition.

RISK FACTORS

AN INVESTMENT IN THE COMPANY INVOLVES SIGNIFICANT RISK AND IS SUITABLE ONLY FOR PERSONS WHO ARE CAPABLE OF BEARING THE RISKS, INCLUDING THE RISK OF LOSS OF A SUBSTANTIAL PART OR ALL OF THEIR INVESTMENT. CAREFUL CONSIDERATION OF THE FOLLOWING RISK FACTORS, AS WELL AS OTHER INFORMATION IN THIS PPM IS ADVISABLE PRIOR TO INVESTING. PROSPECTIVE INVESTORS SHOULD READ ALL SECTIONS OF THIS PPM AND ARE STRONGLY URGED AND EXPECTED TO CONSULT THEIR OWN LEGAL AND FINANCIAL ADVISERS BEFORE INVESTING IN THE CLASS A UNITS. THE INFORMATION IN THIS PPM INCLUDING THE COMPANY'S BUSINESS PLAN CONTAINS BOTH HISTORICAL AND FORWARD-LOOKING STATEMENTS. PLEASE BE ADVISED THAT THE COMPANY'S ACTUAL FINANCIAL CONDITION, OPERATING RESULTS AND BUSINESS PERFORMANCE MAY DIFFER MATERIALLY FROM THAT ESTIMATED BY THE COMPANY IN FORWARD-LOOKING STATEMENTS. THE COMPANY HAS ATTEMPTED TO IDENTIFY, IN CONTEXT, CERTAIN OF THE FACTORS THAT IT CURRENTLY BELIEVES COULD CAUSE ACTUAL FUTURE RESULTS TO DIFFER FROM THE COMPANY'S CURRENT EXPECTATIONS. THE DIFFERENCES MAY BE CAUSED BY A VARIETY OF FACTORS, INCLUDING BUT NOT LIMITED TO, ADVERSE ECONOMIC CONDITIONS, COMPETITORS (INCLUDING THE ENTRY OF NEW COMPETITORS), INADEQUATE CAPITAL, UNEXPECTED COSTS, LOWER REVENUES AND NET INCOME THAN ANTICIPATED, FLUCTUATION AND VOLATILITY OF THE COMPANY'S OPERATING RESULTS AND FINANCIAL CONDITION, INABILITY TO CARRY OUT MARKETING AND SALES PLANS, LOSS OF KEY EXECUTIVES OR OTHER PERSONNEL, AND OTHER RISKS THAT MAY OR MAY NOT BE REFERRED TO IN THESE RISK FACTORS.

Risks Related to the Company and its Business

Prospective investors must undertake their own due diligence. This PPM includes limited information regarding the Company, our current and future business and operations, our management and our financial condition. While we believe the information contained in this PPM is accurate, such document is not meant to contain an exhaustive discussion regarding our Company. We cannot guarantee a prospective investor that the abbreviated nature of the PPM will not omit to state a material fact that a prospective investor may believe to be an important factor in determining if an investment in the Class A Units offered hereby are appropriate for such Investor. As a result, prospective investors are required to undertake their own due diligence of the Company, our current and proposed business and operations, our management and our financial condition to verify the accuracy and completeness of the information we are providing in this PPM. This investment is suitable only for investors who have the knowledge and experience to independently evaluate the Company, our business, and prospects.

The Company has a limited operating history and has no financial statements as of the date of this PPM. There is no historical financial information upon which to base an evaluation of our performance. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations. We expect to incur additional net expenses over the next several years as we continue to maintain and expand our existing operations. The amount of future losses and when, if ever, we will achieve profitability are uncertain.

We may not raise sufficient funds to achieve our business objectives. There is no minimum amount required to be raised before we can accept your subscription for the Class A Units, and we can access the funds immediately. We may not raise an amount sufficient for the Company to meet all of its objectives. Once we accept your investment funds, there will be no obligation to return your funds. Even if other Class A Units are sold, there may be insufficient funds raised through this Offering to cover the expenses associated with the Offering or complete development and implementation of the Company's operations. The lack of sufficient funds to pay expenses and for working capital will negatively impact our ability to implement and complete our planned use of proceeds.

We require substantial further investment. The Company does not currently have revenue to fund development operations that are critical to the business plan and will remain dependent upon its ability to attract investment to generate cash and meet its financial obligations. Investment in the Company carries more risk of loss due to failure to attract future investment in comparison with companies that are less dependent upon outside investment.

Food safety and food-borne illness concerns may have an adverse effect on our business by decreasing sales and increasing costs. Food safety is our top priority, and we dedicate significant resources to ensuring that our guests enjoy safe, high-quality food products. However, even with strong preventative controls and interventions, food safety risks cannot be completely eliminated in every restaurant.

Incidents of food-borne illnesses continue to occur in the restaurant industry and may result from the failure of restaurant employees or suppliers to follow our food safety policies and procedures, or from employees or guests entering our restaurant while ill and contaminating ingredients or surfaces. Although we monitor and audit compliance with our program, we cannot guarantee that each and every food item is safely and properly maintained from the start of the supply chain through guest consumption. Any report, legitimate or rumored, of food-borne illness such as E. coli, hepatitis A, norovirus or salmonella, or other food safety issue, such as food tampering or contamination, at one of our restaurants could adversely affect our reputation and have a negative impact on our sales. In addition, instances of food-borne illness or food safety issues that occur solely at competitors' restaurants could result in negative publicity about the restaurant industry and adversely impact our sales. Social media has dramatically increased the speed with which negative publicity, including actual or perceived food safety incidents, is disseminated before there is any meaningful opportunity to investigate, respond to and address an issue. The occurrence of food-borne illnesses or food safety issues could also adversely affect the price and availability of affected ingredients, resulting in higher costs and lower margins.

All of these factors could have an adverse impact on our ability to attract and retain guests, which could in turn have a material adverse effect on our growth and profitability.

The restaurant industry is highly competitive. If we are not able to compete successfully, our business, financial condition and results of operations would be adversely affected. The restaurant industry is highly competitive with respect to taste preferences, price, food quality and selection, customer service, brand reputation, digital engagement, advertising and promotional initiatives, and the location, attractiveness and maintenance of restaurants.

We also compete with non-traditional market participants, such as convenience stores, grocery stores, coffee shops, and meal kit delivery services. Competition from food delivery services, which promote a wide variety of restaurant options on their sites, also has increased in recent years, particularly during the COVID-19 pandemic. Increased competition could have an adverse effect on our sales, profitability and development plans. If consumer or dietary preferences change, if our marketing efforts are unsuccessful, or if our restaurants are unable to compete successfully with other restaurant outlets, our business could be adversely affected.

If we are unable to continue to maintain our distinctiveness and compete effectively, our business, financial condition and results of operations could be adversely affected.

Increases in the costs of ingredients and other materials, including increases caused by inflation, global conflicts, the COVID-19 pandemic and climate risks, could adversely affect our results of operations. Supply chain risk could increase our costs and limit the availability of ingredients and supplies that are critical to our various restaurant operations. The markets for some of our ingredients, such as beef, avocado and other produce, are particularly volatile due to factors beyond our control such as limited sources, seasonal shifts, climate conditions, recent inflationary trends, military and geopolitical conflicts and industry demand, including as a result of animal disease outbreaks, international commodity markets, food safety concerns, product recalls and government regulation. Any such changes may negatively impact our restaurant traffic and could adversely impact sales for our subsidiaries and Company as a whole.

Loss of key management would threaten our ability to implement our business strategy. The management of future growth will require our ability to retain our CEO, Gregg Majewski. Gregg Majewski is a key person whose skills and efforts comprise a large component of our ability to implement our business plan and grow our business. If Gregg were to leave the Company, our platform and business model could be adversely affected.

Competing interests. Our CEO and Manager, Gregg Majewski, and our Manager, Hassan R. Baqar, have commitments outside of the Company and neither have a minimum time commitment to the Company. There will be times when their outside business interests require them to devote a significant amount of their time and attention to

other projects, which may result in the Company not performing as well as it could, which may materially and adversely affect your investment. In addition, either may have interests that conflict with or compete with the Company.

Management owns a financial interest in the Company which could lead to potential conflicts. Management owns a significant financial interest in the Company. Potential conflicts and risks can arise in situations with concreted power and control. Decisions and actions may not be made in the best interests of all Unitholders.

Our business is subject to data security risks, including security breaches. We, or subsidiaries on our behalf, collect, process, store and transmit substantial amounts of information, including information about our customers. We take steps to protect the security and integrity of the information we collect, process, store or transmit, but there is no guarantee that inadvertent or unauthorized use or disclosure will not occur or that third parties will not gain unauthorized access to this information despite such efforts. Security breaches, computer malware, computer hacking attacks and other compromises of information security measures have become more prevalent in the business world and may occur on our systems or those of our vendors in the future. Large Internet companies and websites have from time to time disclosed sophisticated and targeted attacks on portions of their websites, and an increasing number have reported such attacks resulting in breaches of their information security. We and our third-party vendors are at risk of suffering from similar attacks and breaches. Although we take steps to maintain confidential and proprietary information on our information systems, these measures and technology may not adequately prevent security breaches and we rely on our third-party vendors to take appropriate measures to protect the security and integrity of the information on those information systems. Because techniques used to obtain unauthorized access to or to sabotage information systems change frequently and may not be known until launched against us, we may be unable to anticipate or prevent these attacks. In addition, a party who is able to illicitly obtain a customer's identification and password credentials may be able to access the customer's account and certain account data.

Any actual or suspected security breach or other compromise of our security measures, whether as a result of hacking efforts, denial-of-service attacks, viruses, malicious software, break-ins, phishing attacks, social engineering or otherwise, could harm our reputation and business, damage our brand and make it harder to retain existing customers or acquire new ones, require us to expend significant capital and other resources to address the breach, and result in a violation of applicable laws, regulations or other legal obligations. Our insurance policies may not be adequate to reimburse us for direct losses caused by any such security breach or indirect losses due to resulting customer attrition.

We rely on email and other messaging services to connect with our existing and potential customers. Our customers may be targeted by parties using fraudulent spoofing and phishing emails to misappropriate passwords, payment information or other personal information or to introduce viruses through Trojan horse programs or otherwise through our customers' computers, smartphones, tablets or other devices. Despite our efforts to mitigate the effectiveness of such malicious email campaigns through product improvements, spoofing and phishing may damage our brand and increase our costs. Any of these events or circumstances could materially adversely affect our business, financial condition and operating results.

We are subject to risks associated with payments to us from our customers and other third parties, including risks associated with fraud. Nearly all of our customers' payments are made by credit card or debit card. We currently rely on one third party vendor to provide payment processing services, including the processing of payments from credit cards and debit cards, and our business would be disrupted if this vendor becomes unwilling or unable to provide these services to us and we are unable to find a suitable replacement on a timely basis. We are also subject to payment brand operating rules, payment card industry data security standards and certification requirements, which could change or be reinterpreted to make it more difficult or impossible for us to comply. If we fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from customers, which would make our services less convenient and attractive to our customers and likely result in a substantial reduction in revenue. We may also incur losses as a result of claims that the customer did not authorize given purchases, fraud, erroneous transmissions and customers who have closed bank accounts or have insufficient funds in their accounts to satisfy payments owed to us.

We are subject to, or voluntarily comply with, a number of other laws and regulations relating to the payments we accept from our customers and third parties, including with respect to money laundering, money transfers, privacy, and information security, and electronic fund transfers. These laws and regulations could change or be reinterpreted to make it difficult or impossible for us to comply. If we were found to be in violation of any of these applicable laws or regulations, we could be subject to civil or criminal penalties and higher transaction fees or lose our ability to accept credit and debit card payments from our customers, process electronic funds transfers or facilitate other types of online payments, which may make our services less convenient and less attractive to our customers and diminish the customer experience.

If we are unable to meet our projections for new restaurant openings, or efficiently maintain the attractiveness of our existing restaurants, our profitability could suffer. Our growth depends on our ability to open new restaurants to operate them profitably and to sell franchises. Since 2020, COVID-19 related disruptions in the global supply chain have increased the cost and decreased the availability of construction materials and restaurant equipment needed to open and operate our restaurants, which can delay the openings of new restaurants. In addition, we incur substantial startup expenses each time we open a new restaurant, and it can take up to 24 months to ramp up the sales and profitability of a new restaurant, during which time costs may be higher as we train new employees and build up a customer base. If we are unable to build the customer base that we expect or fail to overcome the higher startup expenses associated with new restaurants, our new restaurants may not be as profitable as our existing restaurants.

Our ability to open and profitably operate new restaurants also is subject to various risks, such as the identification and availability of desirable locations; the negotiation of acceptable lease terms; the need to obtain all required governmental permits (including zoning approvals and liquor licenses) and comply with other regulatory requirements; the availability of capable contractors and subcontractors; increases in the cost and decreases in the availability of labor and building material; changes in weather, natural disasters, pandemics or other acts of God that could delay construction and adversely affect guest traffic; our ability to hire and train qualified management and restaurant employees; and general economic and business conditions.

At each potential location, we compete with other restaurants and retail businesses for desirable development sites, construction contractors, management personnel, hourly employees and other resources. If we are unable to successfully manage these risks, we could face increased costs and lower than anticipated sales and earnings in future periods.

Turmoil in Markets. During the last recession, the lending and capital markets experienced considerable turmoil and many financial institutions sought federal assistance or failed. In the event of a failure of a lender, investor in the Company or counterparty to a financial contract, its obligations to the Company under a financial contract (or other commitment) to which the Company faces credit or other financial risks, might not be honored. Should a financial institution or other party fail under a financial contract (or other commitment) to which the Company faces credit or other financial risks, our ability to meet our obligations could be negatively impacted, which could materially and adversely affect us.

Risks Related to Governmental Approvals

We are subject to extensive government regulation, and our failure to comply with existing or increased regulations could adversely affect our business and operating results. We are subject to numerous federal, state, local and foreign laws and regulations, including those relating to:

- the preparation and sale of food;
- building and zoning requirements;
- environmental protection;
- minimum wage, overtime and other labor requirements;
- compliance with the Americans with Disabilities Act; and
- working and safety conditions.

We may become subject to legislation or regulation seeking to tax and/or regulate high-fat foods. If we fail to comply with existing or future laws and regulations, we may be subject to governmental or judicial fines or sanctions. In addition, our capital expenditures could increase due to remediation measures that may be required if we are found to be noncompliant with any of these laws or regulations.

We are also subject to a Federal Trade Commission rule and to various state and foreign laws that govern the offer and sale of franchises. Additionally, these laws regulate various aspects of the franchise relationship, including terminations and the refusal to renew franchises. The failure to comply with these laws and regulations in any jurisdiction or to obtain required government approvals could result in a ban or temporary suspension on future franchise sales, fines or other penalties or require us to make offers of rescission or restitution, any of which could adversely affect our business and operating results.

Risks Related to this Offering

The Company is likely to undertake an offering under Regulation CF and/or Regulation A in the near future. If the Company undertakes an offering of securities in reliance on Regulation A under the Securities Act, or registers an offering under that Act, it will have to disclose more information than in this PPM. Such information may be significantly different and investors may have made a different investment decision if they had had access to such information.

You will experience future dilution as a result of future equity offerings. We may in the future offer additional Class A Units or other securities convertible into or exchangeable for our Class A Units. Although no assurances can be given that we will consummate a financing, in the event we do, or in the event we sell Class A Units or other securities convertible into Class A Units in the future, additional and substantial dilution will occur. In addition, investors purchasing shares or other securities in the future could have rights superior to investors in this Offering. Subsequent offerings at a lower price (a "down round") could result in additional dilution.

No public market exists for the Securities, and none is expected to develop as a result of this Offering. No public market exists for any Securities of the Company, and none is expected to develop as a result of this Offering or in the near future. None of the Securities of the Company are being registered under the Securities Act or under state securities laws, and none of the Securities of the Company may be resold or otherwise transferred unless it is subsequently registered or an exemption from applicable registration requirements is available. Purchasers of Securities are not being granted any registration rights. Consequently, investors may not be able to liquidate their investments.

Because the Securities of the Company are being offered and sold in reliance upon an exemption from registration under the Securities Act and Rule 506 of Regulation D promulgated thereunder, and applicable state securities laws, they may not subsequently be transferred unless they are registered under the Securities Act and under any applicable state securities act or an exemption from registration is available. Prospective investors should be aware that the Company has no obligation to take any action in furtherance of making Rule 144, or any other exemption, federal or state, available to the Investors or to register the Securities sold in this Offering under the Securities Act or any state securities laws.

Voting control is in the hands of our Managers and certain members. Our appointed Managers and the Members currently holding Class B Units have voting control. Specifically, each Manager shall have one vote. The Managers shall act by the affirmative vote of a majority of the total number of votes by the Managers; provided, however, that the approval of any Major Events shall be subject to the unanimous approval of the Wildcat Managers and FG Managers, who are appointed by the Members currently holding Class B Units; further provided, that in addition to the unanimous approval of the Wildcat Managers and the FG Managers, the affirmative vote of 60% of the Members shall be required to approve any Third-Party Sale where the projected remaining distributions after application of Section 10.3(a) and Section 10.3(b) will be insufficient to the extent Class A Unitholders will receive aggregate distributions that are less than their Capital Accounts if distributed under Section 10.3(c)

Therefore, you will not be able to influence our policies or any other corporate matter, including the election of Managers, changes to our company's governance documents, and any merger, consolidation, sale of all or substantially all of our assets. These few people and entities make all major decisions regarding the Company.

(Defined terms not otherwise defined in this risk factor are defined in the Operating Agreement attached as Exhibit C to this PPM).

Investors in this Regulation D Offering have very limited rights, at best. An Unadmitted Assignee will not have rights to any information or accounting of the affairs of the Company or accounting of the affairs of the Company. An Unadmitted Assignee will not have rights to inspect the books or records of the Company. An Unadmitted Assignee will not have voting rights. An Unadmitted Assignee will not have rights of a Member under the Nevada Limited Liability Company Act, as amended from time to time, or the Operating Agreement. (Defined terms not otherwise defined in this risk factor are defined in the Operating Agreement attached as Exhibit C to this PPM).

Managers can increase authorized capital. Our appointed Managers can increase authorized capital in their sole discretion without consent from of members of the Company. Additional Units may be authorized by the unanimous vote of the Managers. Additional capital could result in substantial dilution of existing Unitholders.

Risk associated with debt. Funds may be borrowed in the future at terms that may not be beneficial to the Company. We are subject to the risks normally associated with debt, including the risk that our cash flow will be insufficient to meet required payments of principal and interest. In addition, debt creates other risks, including (i) failure to repay or refinance existing debt as it matures, which may result in forced disposition of assets on disadvantageous terms; (ii) refinancing terms less favorable than the terms of existing debt; and (iii) failure to meet required payments of principal and/or interest.

Any valuation at this stage is difficult to assess. This is a fixed price Offering, which means that the Offering price for the offered units is fixed and will not vary based on the underlying value of our assets at any time. Our managers have determined the Offering price in their sole discretion without the input of an investment bank or other third party. The fixed Offering price for the offered units has not been based on appraisals of any assets we own or may own, or of our company as a whole, nor do we intend to obtain such appraisals. Therefore, the fixed Offering price established for the offered units may not be supported by the current value of our Company or our assets at any particular time.

The Offering price has been arbitrarily set by the Company. The Company has set the price of its Class A Units at $2.00 per unit. Valuations for companies at this stage are purely speculative. The Company's valuation has not been validated by any independent third party and may fall precipitously. It is a question of whether you, the investor, are willing to pay this price for a percentage ownership of a start-up Company. You should not invest if you disagree with this valuation.

Side Letters and Other Agreements. The Company, in its sole discretion, may enter into a side letter or similar agreement with one or more investors that has the effect of establishing rights under, or altering or supplementing the terms of, the Operating Agreement with respect to such investor. Investors should take into account that the Company is not required to obtain the consent of any other investor to enter into such side letters or other agreements (other than an investor whose rights as a shareholder pursuant to the Operating Agreement would be materially and adversely changed by such waiver or modification).

Investors in this Offering may not be entitled to a jury trial with respect to claims arising under the Subscription Agreement, which could result in less favorable outcomes to the plaintiff(s) in any action under the agreement. Investors in this Offering will be bound by the Subscription Agreement which includes a provision under which investors waive the right to a jury trial of any claim they may have against the Company arising out of or relating to the agreements, including any claims made under the federal securities laws. By signing these agreements, the investor warrants that the investor has reviewed this waiver with his or her legal counsel, and knowingly and voluntarily waives the investor's jury trial rights following consultation with the investor's legal counsel.

If we opposed a jury trial demand based on the waiver, a court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by a federal court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of Delaware, which governs the agreements, by a federal or state court in the State of Nevada. In determining whether

to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the Subscription Agreement. You should consult legal counsel regarding the jury waiver provision before entering into the Subscription Agreement.

If you bring a claim against the Company in connection with matters arising under any of the agreements, including claims under the federal securities laws, you may not be entitled to a jury trial with respect to those claims, which may have the effect of limiting and discouraging lawsuits against the Company. If a lawsuit is brought against the Company under any of the agreements, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in such an action.

Nevertheless, if the relevant jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of any of the agreements with a jury trial. No condition, stipulation or provision of the Subscription Agreement serves as a waiver by any holder of the Company's securities or by the Company of compliance with any substantive provision of the federal securities laws and the rules and regulations promulgated under those laws.

In addition, when the shares are transferred, the transferee is required to agree to all the same conditions, obligations and restrictions applicable to the shares or to the transferor with regard to ownership of the shares, that were in effect immediately prior to the transfer of the shares, including but not limited to the Subscription Agreement.

The Subscription Agreement has forum selection provisions that require disputes be resolved in state or federal courts in the State of Nevada, regardless of convenience or cost to you, the investor. In order to invest in this Offering, investors agree to resolve disputes arising under the Subscription Agreement in state or federal courts located in the State of Nevada, for the purpose of any suit, action or other proceeding arising out of or based upon any of the agreements. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. We believe that the exclusive forum provisions apply to claims arising under the Securities Act, but there is uncertainty as to whether a court would enforce such provisions in this context. You will not be deemed to have waived the Company's compliance with the federal securities laws and the rules and regulations thereunder. These forum selection provisions may limit your ability to obtain a favorable judicial forum for disputes with us. Alternatively, if a court were to find these provisions inapplicable to, or unenforceable in an action, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

DIRECTORS, EXECUTIVE OFFICERS, AND EMPLOYEES

This table shows the principal people on the company's team.

Name	Position	Age	Term of Office (if indefinite, give date appointed)	Does the employee work fulltime for the company, and if not, where else does the employee work?
OFFICERS/MANAGERS				
Gregg Majewski	Chief Executive Officer, Founder, Manager	46	January 1, 2023	No. Gregg is also the CEO of Mongolian Concepts, LLC; CEO of Wildcat Investments, LLC; Member of Krisdee and Associates; and Manager of RCS Holdings LLC.
Hassan R. Baqar	Manager	45	January 1, 2023	No. See biography for further details.

Gregg Majewski, Chief Executive Officer, Founder, Manager

Gregg Majewski is the founder of the Company, has been the CEO since January 1, 2023 and serves as one of the two managers. He held several positions at Jimmy John's Gourmet Sandwiches, including CEO, COO and CFO, from May 1998 to June 2003. While at Jimmy John's, Gregg expanded the company from 33 restaurants to 300 opened and another 600 sold. He implemented and restructured all 300 of Jimmy John's restaurants' operational standards by introducing new systems, procedures, management incentive programs, training programs, franchisee enablement and shifting marketing strategies toward grassroots and a focus on fast delivery. As a senior business executive who has established an executive career of over 23 years in Food & Beverage, he has held instrumental roles in developing and guiding leaders to restructure working relations, revitalizing company ethos and conceptualizing concepts that have resulted in multi-million-dollar growth.

As a founder and executive, Gregg is recognized for his capabilities in business transformation and business development, specializing in influencing board and stakeholder decisions, introducing new revenue streams and developing novel strategies that values human capital while championing business goals simultaneously.

Hassan R. Baqar, Manager

Hassan R. Baqar serves as one of the two managers of Craveworthy since January 1, 2023. Mr. Baqar has over 20 years of experience within financial services focused on corporate development, mergers & acquisitions, capital raising, investments and real estate transactions. Mr. Baqar has served as the founder and managing member of Sequoia Financial LLC, a financial services and advisory firm, since January 2019. Mr. Baqar has also served as Chief Financial Officer since August 2021 and Executive Vice President since December 2021 of FG Financial Group, Inc. (NASDAQ: FGF) (formerly known as 1347 Property Insurance Holdings, Inc.), which operates as a reinsurance and asset management holding company, as Chief Financial Officer of FG New America Acquisition II Corp., a special purpose acquisition company in the process of going public and focused on merging with a company in the InsureTech, FinTech, broader financial services and insurance sectors since February 2021, as Chief Financial Officer of Insurance Income Strategies Ltd., a former Bermuda based reinsurance company from October 2017 to December 2021, as a director of GreenFirst Forest Products Inc. (TSXV: GFP) (formerly Itasca Capital Ltd.), a public company focused on investments in the forest products industry from August 2019 to December 2021 and as Chief Financial Officer of GreenFirst Forest Products Inc. from June 2016 to December 2020, as a director of FG Reinsurance Ltd., a Cayman Islands reinsurance company since June 2020, as director, treasurer and secretary of Sponsor Protection Coverage and Risk, Inc., a South Carolina captive insurance company since October 2022, and

as a director and Chief Financial Officer of Unbounded Media Corporation since June 2019. Since October 2021, Mr. Baqar has also served as the Chief Financial Officer and a member of the board of directors of FG Acquisition Corp. (TSX: FGAA.U), a Canadian special purpose acquisition company that has completed its initial public offering and is focused on searching for a target company in the financial services sector. Since December 2021, Mr. Baqar has also served as a member of the board of directors of FG Merger Corp. (Nasdaq: FGMC), a special purpose acquisition company that has entered into a business combination agreement with iCoreConnect, a cloud-based SaaS company targeting the healthcare industry.

Mr. Baqar served as Chief Financial Officer for Aldel Financial Inc. (NYSE: ADF) from January 2021 to December 2021, a special purpose acquisition company which merged with Hagerty, Inc. (NYSE: HGTY), a leading specialty insurance provider focused on the global automotive enthusiast market. From July 2020 to July 2021, Mr. Baqar served as Chief Financial Officer of FG New America Acquisition Corp. (NYSE: FGNA), a special purpose acquisition company which merged with OppFi Inc. (NYSE: OPFI), a leading financial technology platform that powers banks to help everyday consumers gain access to credit. Previously, he served as Vice President of Kingsway Financial Services Inc. (NYSE: KFS) ("Kingsway") from January 2014 to January 2019 and as a Vice President of Kingsway's subsidiary Kingsway America Inc. from January 2010 to January 2019. Mr. Baqar also served as Chief Financial Officer and director of 1347 Capital Corp. from April 2014 to July 2016, a special purpose acquisition company which merged with Limbach Holdings, Inc. (NASDAQ: LMB). Mr. Baqar served as a member of the board of directors of FG Financial Group, Inc. (NASDAQ: FGF) from October 2012 to May 2015. He also served as the Chief Financial Officer of United Insurance Holdings Corp. (NASDAQ: UIHC), a property and casualty insurance holding company, from August 2011 to April 2012.

His previous experience also includes director of finance at Itasca Financial, LLC from 2008 to 2009 and positions held at Lumbermens Mutual Casualty Company (a Kemper Insurance company), a diversified mutual property-casualty insurance provider, from June 2000 to April 2008, where he most recently served as a senior analyst. Mr. Baqar earned a Master's Degree in Business Administration from Northeastern Illinois University in 2009 and a Bachelor's Degree in Accounting and Business Administration from Monmouth College in 2000. He also holds a Certified Public Accountant designation.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date of the PPM the Company has not entered into an employment agreement with its Chief Executive Officer, Gregg Majewski. The Company intends to enter into an employment agreement by December 31, 2023.

OWNERSHIP AND CAPITAL STRUCTURE

The current owners of 10% or more equity in a class of securities in the company as of the date of this PPM, are reflected in the below table:

Name of Beneficial owner	Amount and class of securities held	Percent of voting power prior to the Offering†
Wildcat Investments, LLC	3,792,717 Class A Units 3,050,000 Class B Units*	30.08%
RCS Holdings LLC	2,700,000 Class B Units*	11.87%
WIO Franchising, Inc.	3,500,000 Class A Units	15.38%
FG Merchant Partners, L.P.	3,000,000 Class B Units*	13.19%
Stockbridge Restaurants LLC	3,402,317 Class A Units	14.96%

† See disclosures and risk factors regarding voting power of Members and Managers elsewhere in this PPM.

***** Subject to certain forfeiture terms.

The following table describes our capital structure as of March 28, 2023:

Class of Equity	Authorized Limit*	Issued and Outstanding	Committed, Not-issued*	Available*
Class A Units	20,000,000	14,000,000	0	6,000,000
Class B Units	8,750,000	8,750,000	0	0

Additional Units may be authorized at any time by the unanimous vote of the Managers.

USE OF PROCEEDS

The Company has several anticipated uses for the proceeds raised in this offering. These include store buildouts of company-owned locations. Management believes that having company owned locations is beneficial to the growth of franchise locations. Proceeds will also be used for working capital purposes which include the cost of marketing to sell additional franchises and legal expenses related to the Company's formation and the acquisition of Mongolian Concepts, LLC. In addition, capital may be used for potential acquisitions.

The identified uses of proceeds are subject to change at the sole direction of the officers and managers based on the business needs of the company.

MANAGEMENT'S DISCUSSION & ANALYSIS

Overview

Craveworthy LLC owns, franchises and operates fast casual restaurants chains located in the United States. Craveworthy aims to provide unique and craveworthy dining experiences every day, at every shift and with every customer due to their ability to leverage shared services across all brands to enable efficient operations.

The Company has no operating history and has no financial statements as of the date of this Regulation D Offering. Therefore, there is no historical financial information upon which to base an evaluation of our performance. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations. We expect to incur additional net expenses over the next several years as we continue to maintain and expand our existing operations. The amount of future losses and when, if ever, we will achieve profitability are uncertain.

As of March 28, 2023 the Company owns 100% of the following brands:

- Wing It On
- KB+T
- The Budlong Hot Chicken
- Lucky Cat

The Company intends to acquire three additional brands by Q2 2023:

- Genghis Grill
- BD's Mongolian Grill
- Flat Top Grill

The Company intends that revenue will come from the following activities:

- Sales at Company owned locations.
- Royalties from franchisee locations.
- Fee revenue from the sale of franchise locations.

Liquidity and Capital Resources

The Company expects that the net proceeds of a $1,500,000 Reg D Offering will satisfy the Company's cash requirements for the next 12 months. In order to develop a reliable source of revenues, and achieve a profitable level of operations, the Company may need, among other things, additional capital resources. Management's plans include raising additional capital through: (i) borrowings, (ii) the sale of additional Class A Units, including in this Regulation D Offering.

No assurance can be given that any future financing will be available or, if available, that it will be on terms that are satisfactory to the Company. Even if the Company is able to obtain additional financing, it may contain undue restrictions on our operations, in the case of debt financing, or cause substantial dilution for our stockholders, in case of an equity financing.

Recent offerings of securities

Class A Units

- In January 2023 the Company issued 3,792,717 Class A Units to Wild Investments, LLC. The offered securities were issued pursuant to exemptions under the Securities Act, including Section 4(a)(2).
- In January 2023 the Company issued 3,500,000 Class A Units to WIO Franchising, Inc. The offered securities were issued pursuant to exemptions under the Securities Act, including Section 4(a)(2).
- In January 2023 the Company issued 3,402,317 Class A Units to Stockbridge Restaurants LLC. The offered securities were issued pursuant to exemptions under the Securities Act, including Section 4(a)(2).

Class B Units

- In January 2023 the Company issued 3,050,000 Class B Units to Wild Investments, LLC. The offered securities were issued pursuant to exemptions under the Securities Act, including Section 4(a)(2).
- In January 2023 the Company issued 2,700,000 Class B Units to RCS Holdings LLC. The offered securities were issued pursuant to exemptions under the Securities Act, including Section 4(a)(2).
- In January 2023 the Company issued 3,000,000 Class B Units to FG Merchant Partners, L.P. The offered securities were issued pursuant to exemptions under the Securities Act, including Section 4(a)(2).

Plan of Operation

Our operating model consists of three factors:

- We believe in creating a strong, growing franchisor foundation.
- We are dedicated toward franchisee success.
- We believe in increasing same store sales and total store counts.

Current stores by brand, including: (i) corporate stores, (ii) franchise stores, and (iii) stores that are in development.

Brand[1]	Corporate Stores	Franchise Stores	In Development[2]
GENGHIS GRILL	33	21	24
BD's MONGOLIAN GRILL	7	10	Coming 2023
FLAT TOP GRILL	5	Coming 2023	Coming 2023
WING IT ON!	Coming 2023	13	18
THE BUDLONG HOT CHICKEN	4	Coming 2023	Coming 2023
krafted BURGER BAR + TAP	2	Coming 2023	Coming 2023
Lucky Cat POKE CO.	Coming 2023	Coming 2023	55+[3]

(1) The Company intends to acquire Genghis Grill, BD's Mongolian Grill and Flat Top Grill.

(2) Genghis Grill and Wing It On locations that are in development are franchise locations that have been sold but are not yet open.

(3) Includes ghost kitchen locations. A ghost kitchen is a virtual restaurant. It is a food service business that serves customers exclusively by delivery and pick up based on phone and online ordering. The Company

expects to open Lucky Cat ghost kitchen locations in existing Genghis Grill and BD's Mongolian Grill locations.

INDEBTEDNESS

1. On March 16, 2023, the Company and FG Financial Group, Inc. entered into a $200,000 senior unsecured promissory note. The promissory note is subject to a 13% per annum borrowing fee. The repayment amount shall be due and payable at the earlier of (i) March 15, 2024 or (ii) as soon as the Company has raised funds equal to or greater than the repayment amount.
2. On January 3, 2023, Wildcat Investments, LLC entered into a loan agreement with Budlong Franchise, LLC ("Budlong Illinois"), pursuant to which Budlong Illinois promises to pay Wildcat Investments $59,270. The unpaid principal shall be paid in full on December 31, 2023.
3. On January 3, 2023, Wildcat Investments, LLC entered into a loan agreement with KB+T, pursuant to which KB+T promises to pay Wildcat Investments $111,363.20. The unpaid principal shall be paid in full on December 31, 2023.

RELATED PARTY TRANSACTIONS

Gregg Majewski (Craveworthy Manager and CEO)

- Wildcat Investments, LLC ("Wildcat"): Gregg Majewski is the manager and 49.624% owner of Wildcat
  - On January 4, 2023 Wildcat sold 33.33% of its outstanding membership interests in Budlong Franchise, to Craveworthy in exchange for 1,666,667 Class A Units of Craveworthy.
  - On January 4, 2023 Wildcat sold 35.69% of its outstanding membership interests of KB+T , in exchange for 1,606,050 Class A Units of Craveworthy.
  - On January 4, 2023, Wildcat sold 52% of all its outstanding membership interests of Lucky Cat, to Craveworthy in exchange for 520,000 Class A Units of Craveworthy.
  - Wildcat owns 3,791,717 Class A Units and 3,050,000 Class B Units of the Company.
  - On January 3, 2023, Wildcat entered into a loan agreement with Budlong Illinois pursuant to which Budlong Illinois promises to pay Wildcat Investments $59,270. The unpaid principal shall be paid in full on December 31, 2023.
  - On January 3, 2023, Wildcat entered into a loan agreement with KB+T, pursuant to which KB+T promises to pay Wildcat $111,363.20. The unpaid principal shall be paid in full on December 31, 2023.

- RCS Holdings LLC ("RCS"): Gregg Majewski is the manager and 100% owner of RCS
  - RCS owns 2,700,000 Class B Units of the Company

- WIO Franchising LLC ("WIO"): Gregg Majewski is the manager of WIO
  - See – "Equity Contribution and Exchange Agreement" below for additional information).

Hassan R.Baqar (Craveworthy Manager)

- WIO Franchising LLC ("WIO"): Hassan R. Baqar is the Manager of WIO
  - See – "Equity Contribution and Exchange Agreement" below for additional information.
- FG Financial Group, Inc. ("FGF"): Hassan R. Baqar is the Chief Financial Officer and Executive Vice President of FGF, which controls FG Merchant Partners, LP, the holder of 3,000,000 Class B Units of the Company.

Equity Contribution and Exchange Agreement

Capitalized terms not otherwise defined in this section shall have the meaning ascribed to them in the Equity and Contribution Agreement, dated January 25, 2023 between WIO Franchising Inc., a North Carolina corporation ("WIO"), the shareholders of WIO (as listed on Exhibit A thereto and defined as "Shareholders") and Craveworthy LLC, a Nevada LLC ("Craveworthy").

On January 25, 2023, WIO transferred all of its units in WIO Franchising, LLC a North Carolina Limited Liability Company ("NEWCO") to Craveworthy. In exchange for the transfer, Craveworthy transferred to WIO 3,500,00 Class A Units of Craveworthy.

Further, in exchange for the assignment to Craveworthy of the Franchise System, Craveworthy will make the Contingent Payments to WIO in the amount of 17% of the gross royalties collected by Craveworthy from WIO franchisees, provided that that aggregate amount of Contingent Payments shall not exceed $3,800,000.

Management Services Agreement

Capitalized terms not otherwise defined in this section shall have the meaning ascribed to them in the MS Agreement.

On January 1, 2023, the Company and Wildcat Investments, L.L.C., an Illinois limited liability company ("Wildcat"), RCS Holdings LLC, an Illinois limited liability company ("RCS") and FG Merchant Partners, LP, a

Delaware limited partnership ("FG" and together with Wildcat and RCS, collectively the "Management Companies") entered into a Management Services Agreement (the "MS Agreement").

Pursuant to the terms of the MS Agreement the Management Companies will provide advisory, consulting and other services to the Company. In return the Management Companies will receive the following fees:

- Upon the consummation of a Third-Party Sale of the Company on or after the one-year anniversary of the Effective Date the aggregate Fee shall be equal to ten percent (10%) of the total net value of all consideration received by the Company or its equity owners (whether cash, stock, other property or a combination thereof) in a Third-Party Sale, after deduction of all legal and investment banking fees and any other transaction expenses payable by the Company or the shareholders to consummate the Third-Party Sale. The Fee shall be due and payable immediately following the consummation of the Third-Party Sale. The aggregate Fee shall be allocated among the Management Companies as follows: (i) Wildcat: 34.86% of the aggregate Fee, (ii) RCS: 30.85% of the aggregate Fee, and (iii) FG: 34.29% of the aggregate Fee.

SECURITIES BEING OFFERED AND RIGHTS OF THE SECURITIES OF THE COMPANY

General

The Company is selling Class A Units in this Offering.

The following description summarizes the most important terms of the Company's Class A Units. This summary does not purport to be complete and is qualified in its entirety by the provisions of the Company's Articles of Organization and Operating Agreement, copies of which are attached as exhibits to this PPM. For a complete description of the Company's Class A Units, you should refer to the Articles of Organization, the Operating Agreement and to the applicable provisions of Nevada law.

The Company is authorized to issue up to 20,000,000 Class A Units and 8,750,000 Class B Units. As of the date of this PPM, 14,000,000 Class A Units and 8,750,000 Class B Units are issued and outstanding.

The Company is manager-managed.

The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company. A unanimous vote of the Class B Unitholders is required to determine the number of Managers. A Manager need not be a Member of the Company.

Voting: Each Manager is entitled to one vote. The Managers shall act by the affirmative vote of a majority of the total number of votes ascribed to the Managers; provided, however, that the approval of any Major Events shall be subject to the unanimous approval of the Wildcat Managers and FG Managers.

Further, in addition to the unanimous approval of the Wildcat Managers and the FG Managers, the affirmative vote of 60% of the Members shall be required to approve any Third-Party Sale where the projected remaining distributions after application of Section 10.3(a) and Section 10.3(b) of the Operating Agreement will be insufficient to the extent Class A Unitholders will receive aggregate distributions that are less than their Capital Accounts if distributed under Section 10.3(c) of the Operating Agreement.

Profit Distribution – Order of Preference

After giving effect to the special allocations set forth in Sections 6.3 and 6.4 of the Operating Agreement, Profits for any Allocation Period shall be allocated to the Unitholders in the following order of priority:

- First, to the Unitholders in proportion to the cumulative Losses previously allocated to them under Section 6.2 of the Operating Agreement until a cumulative amount of Profits has been allocated to the Unitholders pursuant to Section 6.1(a) of the Operating Agreement equal to the aggregate amount of Losses allocated to such Unitholder pursuant to Section 6.2 of the Operating Agreement.
- Second, to Class B Unitholders, the Preferred Allocation, to the extent applicable.
- Third, to the Unitholder in accordance with Percentage Interests.

Class A Units – Unadmitted Assignee

A Person who acquires Class A Units pursuant to this PPM shall be deemed an Unadmitted Assignee. An Unadmitted Assignee shall be entitled only to allocations and distributions with respect to the Class A Units in accordance with the Operating Agreement. See – "*Profit Distribution - Order of Preference".*

Rights and Preferences

An Unadmitted Assignee will not have rights to any information or accounting of the affairs of the Company. An Unadmitted Assignee will not have rights to inspect the books or records of the Company. An Unadmitted Assignee will not have voting rights. An Unadmitted Assignee will not have rights of a Member under the Nevada Limited Liability Company Act, as amended from time to time, or the Operating Agreement

Liquidation Rights

In the event of a voluntary or involuntary liquidation, dissolution, or winding up of the Company or deemed liquidation event, The Managers shall take full account of the Company's liabilities and Property and shall cause the Property, or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Unitholders and Managers who are creditors) in satisfaction of all of the Company's debts and other liabilities, other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to Unitholders under the Act;

(b) Second, except as provided in this Operating Agreement, to Unitholders and former Unitholders of the Company in satisfaction of liabilities for distribution under the Act;

(c) Third, to the Unitholders pro rata in accordance with positive balances in their Capital Accounts;

(d) The balance, if any, to Unitholders in accordance with their Percentage Interests.

PLAN OF DISTRIBUTION

Procedure for Subscribing

All purchases of the Class A Units must be made by the execution and delivery of the Subscription Agreement. Subscriptions are not binding on us until accepted by us. The Company has the right to refuse to sell the Class A Units to any prospective investor or any reason in its sole discretion, including, without limitation, if such prospective investor does not promptly supply all information requested by the Company in connection with such prospective investor subscription. In addition, in the Company's sole discretion, it may establish a limit on the purchase of Class A Units by particular prospective investors.

To subscribe for the Class A Units, each prospective investor must:

1. Go to https://invest.issuance.com/craveworthy enter your email address and click "Continue." Follow the instructions to complete the investment.

Based on your status as an accredited investor, the Company may ask an investor to provide identification or accreditation proof documents before accepting the purchase.

Any potential investor will have ample time to review Offering Materials and is advised to review the Subscription Agreement and this PPM in detail, along with their counsel, prior to making any final investment decision.

The Company may terminate the Offering at any time for any reason at its sole discretion. The Company has engaged Issuance, Inc. ("Issuance"), to perform the following administrative and compliance related functions in connection with this Offering, but not for underwriting or placement agent services:

- Collect and provide investor information for the Company to review, including KYC ("Know Your Customer") data, AML ("Anti Money Laundering") data, OFAC compliance background checks (it being understood that KYC and AML processes may be provided by a qualified third party).
- Review each investor's Subscription Agreement to confirm such investor's participation in the Offering and provide confirmation of completion of such subscriptions documents to the Company.
- Not provide any investment advice nor any investment recommendations to any investor;
- Keep investor details and data confidential and not disclose to any third-party except as required by regulators or in its performance pursuant to the terms of the agreement (e.g. as needed for AML and background checks); and
- Coordinate with third party providers to ensure adequate review and compliance.

As compensation for the services listed above, the Company has agreed to pay Issuance the following:

- License Fee: $2,495 per month
- Subscription Fee: $45 per subscription of investment
- Credit Card Processing: 4%
- ACH Processing: 3%
- Wire Processing: 2%

Assuming the Reg D Offering raises $1,000,000, over a 12-month time period, the Company estimates that the maximum total fees due to pay Issuance, would be $78,940.

Suitability Requirements

The Securities are being offered hereby only to persons who meet certain suitability requirements set forth herein. The fact that a prospective investor meets the suitability requirements established by us for this Offering does not necessarily mean that an investment in us is a suitable investment for that investor. Each prospective investor should consult with his own professional advisers before investing in the Class A Units.

Investors are not to construe this PPM as constituting legal or tax advice. Before making any decision to invest in us, investors should read all of this PPM, including all of its exhibits, and consult with their own investment, legal, tax and other professional advisors.

An investor should be aware that we will assert that the investor consented to the risks described or inherent in this PPM if the investor brings a claim against us or any of our directors, officers, managers, employees, advisors, agents, or representatives.

INVESTOR SUITABILITY STANDARDS

General

An investment in our Class A Units involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in their investment. Our Class A Units are only suitable for those who desire a relatively long-term investment for which they do not need liquidity until the anticipated return on investment as set forth in this PPM.

The offer, offer for sale, and sale of our Class A Units is intended to be exempt from the registration requirements of the Securities Act pursuant to Rule 506(c) of Regulation D promulgated thereunder and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security. This Offering is directed to "accredited investors," as that term is defined in Rule 501(a) of Regulation D as promulgated by the SEC.

A subscriber must meet one (or more) of the investor suitability standards below to purchase Class A Units. Fiduciaries must also meet one of these conditions. If the investment is a gift to a minor, the custodian or the donor must meet these conditions. For purposes of the net worth calculations below, net worth is the amount by which assets exceed liabilities, but excluding your house, home furnishings or automobile(s) among your assets. In the purchase agreement, a subscriber will have to confirm satisfaction of these minimum standards:

- Each investor must have the ability to bear the economic risks of investing in the Class A Units.
- Each investor must have sufficient knowledge and experience in financial, business or investment matters to evaluate the merits and risks of the investment.
- Each investor must represent and warrant that the Class A Units to be purchased are being acquired for investment and not with a view to distribution.
- Each investor will make other representations to us in connection with purchase of the Class A Units, including representations concerning the investor's degree of sophistication, access to information concerning the company, and ability to bear the economic risk of the investment.

Suitability Requirements

Rule 501(a) of Regulation D defines an "accredited investor" as any person who comes within any of the following categories, or whom the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;
(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
(5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000.

(i) Except as provided in paragraph (5)(ii) of this section, for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b)(2)(ii); and
(8) Any entity in which all of the equity owners are accredited investors;
(9) Any entity, of a type of not listed in paragraphs (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;
(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.
(11) Any natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
(12) Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

(i) With assets under management in excess of $5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(13) Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (12)(iii).

For purposes of calculating net worth:

(A) The person’s primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

In determining income, a subscriber should add to the subscriber's adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deduction claimed for depletion, contribution to an IRA or Keogh plan, alimony payments, and any amount by which income for long-term capital gains has been reduced in arriving at adjusted gross income.

In addition to the foregoing suitability standards, we cannot accept purchases from anyone if the representations required are either not provided or are provided but are inconsistent with our determination that the investment is suitable for the subscriber. In addition to the financial information we require, the representations we require of you state that you:

- Have received this PPM, together with the Exhibits attached hereto;
- Understand that no federal or state agency has made any finding or determination as to the fairness for investment in, nor made any recommendation or endorsement of, the Class A Units; and
- Understand that an investment in the company will not, in itself, create a qualified retirement plan as described in the Internal Revenue Code and that you must comply with all applicable provisions of the Internal Revenue Code in order to create a qualified retirement plan.

You will also represent that you are familiar with the risk factors we describe, and that this investment matches your investment objectives. Specifically, you will represent to us that you:

- Understand that there will be no public market for the Class A Units, that there are substantial restrictions on repurchase, sale, assignment or transfer of the Class A Units and that it may not be possible to readily liquidate an investment in the Class A Units; and
- Have investment objectives that correspond to those described elsewhere in this PPM.

You will also represent to us that you have the capacity to invest in our Class A Units by confirming that:

- You are legally able to enter into a contractual relationship with us, and, if you are an individual, have attained the age of majority in the state in which you live; and
- If you are a manager, that you are the manager for the trust on behalf of which you are purchasing the Class A Units and have due authority to purchase Class A Units on behalf of the trust.

If you are purchasing as a fiduciary, you will also represent that the above representations and warranties are accurate for the person(s) for whom you are purchasing Class A Units. We have the right to refuse a purchase of Class A Units if in our sole discretion if we believe that the prospective investor does not meet the suitability requirements. It is anticipated that comparable suitability standards (including state law standards applicable in particular circumstances) may be imposed by us in various jurisdictions in connection with any resale of the Class A Units.

EXHIBIT A
SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SECURITIES OR BLUE SKY LAWS. ACCORDINGLY, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. IN ADDITION, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE STATE SECURITIES OR BLUE SKY LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY ISSUANCE, INC. (THE "PLATFORM"). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES MAY ONLY BE PURCHASED BY PERSONS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, ANY PRIVATE PLACEMENT MEMORANDUM OR ANY OF THE OTHER MATERIALS AVAILABLE ON THE PLATFORM (COLLECTIVELY, THE "OFFERING MATERIALS") OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE

CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE INFORMATION CONTAINED IN THE OFFERING MATERIALS MAY CHANGE OR VARY AFTER THE LAUNCH DATE. THE COMPANY UNDERTAKES TO MAKE AVAILABLE TO EVERY INVESTOR DURING THE COURSE OF THIS TRANSACTION AND PRIOR TO SALE OF SECURITIES THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY APPROPRIATE ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THE OFFERING MATERIALS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: Craveworthy LLC
755 Schneider Drive
South Elgin, Illinois 60177

Ladies and Gentlemen:

1. Subscription.

(a) The undersigned ("Subscriber") hereby irrevocably subscribes for and agrees to purchase Class A Units (the "Securities"), of Craveworthy LLC, a Nevada Limited Liability Company (the "Company"), at a purchase price of $2.00 per Class A Unit (the "Per Security Price"), upon the terms and conditions set forth herein. The rights and preferences of the Class A Units are as set forth in the Operating Agreement dated January 1, 2023 (the "Operating Agreement"), attached as Exhibit C to the Private Placement Memorandum ("PPM").

(b) By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, a copy of the PPM and any other information required by the Subscriber to make an investment decision.

(c) This Subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder shall terminate.

(d) The Company may determine the maximum aggregate number of Securities sold in its sole discretion (the "Maximum Offering"). The Company may accept subscriptions until December 31, 2024, unless otherwise extended by the Company in its sole discretion (the "Termination Date"). The Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "Closing Date").

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

2. Purchase Procedure.

(a) Payment. The purchase price for the Securities shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement and a duly executed counterpart signature page to the Company's Operating Agreement. Subscriber shall deliver a signed copy of this Subscription Agreement along with payment for the aggregate purchase price of the Securities by a check for available funds

made payable to "Craveworthy LLC", by wire transfer to an account designated by the Company, or by any combination of such methods.

(b) Books and Records. Payment for the Securities shall be received by the Company. The Company shall either itself maintain a ledger of all subscribers or engage a Stock Transfer Agent to do so, and such books and records shall bear a notation that the Securities were sold in reliance upon Regulation D.

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have "knowledge" of a particular fact or other matter if one of the Company's current officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and Standing. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Nevada. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, the Operating Agreement and any other agreements or instruments required hereunder. As of the date of the PPM, the Company is not qualified or authorized to do business and is not in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale and delivery of the Securities in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.

(c) Authority for Agreement. All limited liability company action on the part of the Company necessary for the authorization of this Subscription Agreement, the performance of all obligations of the Company hereunder at a Closing and the authorization, sale, issuance and delivery of the Securities pursuant hereto has been taken or will be taken prior to the applicable Closing.

The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation D or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. The outstanding units and securities of the Company immediately prior to the initial investment in the Securities is as set forth in the PPM, See – "Ownership and Capital Structure." Except as set forth in the Section titled – "Ownership and Capital Structure" of the PPM, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial statements. The Company is not furnishing any financial statements, such as a balance sheet or statements of income and cash flows.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in the Section titled - "Use of Proceeds of the PPM."

(h) Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of the Subscriber's respective Closing Date(s):

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement, the Operating Agreement and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder (including internal authorizations) have been or will be effectively taken prior to the Closing. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the offering of the Securities has not been registered under the Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Act based in part upon Subscriber's representations contained in this

Subscription Agreement. Subscriber understands that the Securities are "restricted securities" as that term is defined by Rule 144 under the Act, and that Subscriber may only resell such Securities in a transaction registered under the Act or subject to an available exemption therefrom, and in accordance with any applicable state securities laws. In the event of any such resale, the Company may require an opinion of counsel satisfactory to Company. Subscriber acknowledges that any physical certificate representing the Securities may bear a legend to this effect.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Accredited Investor Status. Subscriber represents that Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act, as set forth in Appendix A hereto. Subscriber represents and warrants that the information set forth in response to question (c) on the signature page hereto concerning Subscriber is true and correct. Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice. Subscriber has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company.

(e) Shareholder information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

(f) Company Information. The Subscriber has read the PPM and Operating Agreement (the "Offering Materials"), including the section titled "Risk Factors." Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Materials. Subscriber has had an opportunity to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(g) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges

that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(h) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(i) No Brokerage Fees. There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber. The undersigned will indemnify and hold the Company harmless against any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

(j) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

5. Indemnity. The representations, warranties and covenants made by the Subscriber herein shall survive the closing of this Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

6. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of Nevada.

EACH OF THE SUBSCRIBERS AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF NEVADA AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBERS AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT. EACH OF SUBSCRIBERS AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 8 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF, EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

7. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:
Craveworthy LLC
C/O : Gregg Majewski
755 Schneider Drive
South Elgin, Illinois 60177
gregg@craveworthybrands.com

If to a Subscriber, to Subscriber's address as shown on the signature page hereto

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

8. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9. Subscription Procedure. Each Subscriber, by providing his or her information, including name, address and subscription amount, and clicking “accept” and/or checking the appropriate box on the online investment platform (“Online Acceptance”), confirms such Subscriber’s information and his or her investment through the platform and confirms such Subscriber’s electronic signature to this Subscription Agreement. Each party hereto agrees that (a) Subscriber's electronic signature as provided through Online Acceptance is the legal equivalent of his or her manual signature on this Subscription Agreement and constitutes execution and delivery of this Subscription Agreement by Subscriber, (b) the Company's acceptance of Subscriber's subscription through the platform and its electronic signature hereto is the legal equivalent of its manual signature on this Subscription Agreement and constitutes execution and delivery of this Subscription Agreement by the Company and (c) each party's execution and delivery of this Subscription Agreement as provided in this Section 9 establishes such party's acceptance of the terms and conditions of this Subscription Agreement.

[*SIGNATURE PAGE FOLLOWS*]

CRAVEWORTHY LLC

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase Class A Units of Craveworthy LLC, by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) The number of Class A Units the undersigned hereby irrevocably subscribes for is: _____

(print number of Securities)

(b) The aggregate purchase price (based on a purchase price of $2.00 per Security) for the Class A Units the undersigned hereby irrevocably subscribes for is: $_____

(print aggregate purchase price)

(c) The undersigned is an accredited investor (as that term is defined in Regulation D under the Securities Act because the undersigned meets the criteria set forth in the following paragraph(s) of Appendix A attached hereto: _____

(print method of accreditation. See Appendix A for further detail)

(d) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

_____

(print name of owner)

_____

Signature

_____

Name (Please Print)

_____

Email address

_____

Address

_____

_____

Telephone Number

_____

Social Security Number/EIN

_____

Date

* * * * *

This Subscription is accepted

on _____, 202X

CRAVEWORHTY LLC

By: _____

Name:

Title:

APPENDIX A

An accredited investor, as defined in Rule 501(a) of the Securities Act of 1933, as amended, includes the following categories of investor:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000;

(i) Except as provided in paragraph (5)(ii) of this section, for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time,

other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in rule 506(b)(2)(ii);

(8) Any entity in which all of the equity owners are accredited investors;

(9) Any entity, of a type of not listed in paragraphs (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;

(11) Any natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(12) Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:

(i) With assets under management in excess of $5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(13) Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (12) and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (12)(iii).

EXHIBIT B
CERTIFICATE OF ORGANIZATION

SECRETARY OF STATE

STATE OF NEVADA

DOMESTIC LIMITED-LIABILITY COMPANY (86) CHARTER

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Craveworthy LLC** did, on 12/19/2022, file in this office the original Articles of Organization that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 12/19/2022.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate
Number: B202212193241708
You may verify this certificate online at http://www.nvsos.gov

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Craveworthy LLC

Nevada Business Identification # NV20222652615
Expiration Date: 12/31/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 12/19/2022.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202212193241709
You may verify this certificate online at http://www.nvsos.gov

EXHIBIT C
OPERATING AGREEMENT WITH JOINDER AGREEMENTS

EXECUTION VERSION

OPERATING AGREEMENT

OF

Craveworthy LLC

A Nevada Limited Liability Company

IMPORTANT NOTICE

The Units described in this Operating Agreement have not been registered under the Securities Act of 1933, as amended ("*Securities Act*"), and applicable state securities laws and have not been, and will not be, approved or disapproved by the U.S. Securities and Exchange Commission or by any state securities regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of an investment in the company. The Units will be offered pursuant to exemptions from registration under such securities laws. However, neither the U.S. Securities and Exchange Commission nor any state securities authority has made an independent determination that the membership interests are exempt from registration.

The Units may not be offered for sale, sold, or otherwise transferred except (i) pursuant to an effective registration statement or qualification under the Securities Act and applicable state securities laws or (ii) pursuant to an exemption from registration or qualification under the Securities Act and applicable state securities laws; the availability of such exemption must be established to the satisfaction of the Company as provided in this Operating Agreement.

No sale shall be made in a particular state unless the company verifies the securities are eligible for sale in that state.

EXECUTION VERSION

OPERATING AGREEMENT

of

Craveworthy LLC

THIS AGREEMENT is made and entered into as of the 1st day of January 2023, by and among Craveworthy LLC, a Nevada limited liability company ("*Company*"), the members that are signatories hereto, and all subsequent holders of the Units of the Company.

DEFINITIONS

In addition to terms specifically defined in the body of this Agreement, the following terms used in this Agreement shall have the following meanings:

"*Act*" means the Nevada Limited Liability Company Act, as amended from time to time.

"*Adjusted Capital Account Deficit*" means the deficit balance, if any, in a Member's Capital Account as of the end of a relevant Allocation Period, after giving effect to the following adjustments: (a) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and (b) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"*Allocation Period*" means any period of time for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to the Code, Regulations or other applicable law.

"*Capital Account*" means the Capital Account maintained for a Member in accordance with the following provisions: (a) to each Member's Capital Account there shall be credited (1) such Member's Capital Contributions, (2) such Member's distributive share of Profits and items of income or gain specially allocated pursuant to Sections 6.3 or 6.4 hereof, and (3) the amount of any Company liabilities (taking into account Code Section 752) assumed by such Member or which are secured by any Property distributed to such Member; (b) to each Member's Capital Account there shall be debited (1) the amount of money and the Gross Asset Value of any Property distributed to such Member pursuant to this Agreement, (2) such Member's distributive share of Losses and items of expenses or losses specially allocated pursuant to Sections 6.3 or 6.4 hereof, and (3) the amount of any liabilities (taking into account Code Section 752) of such Member assumed by the Company or which are secured by any Property contributed by such Member to the Company; and (c) in the event Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor.

All provisions in this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managers determines that it is prudent to modify the manner in which the Capital Accounts are maintained in order to comply with such Regulations, the Managers may make such modification(s), provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to this Agreement upon the dissolution of the Company.

"*Capital Contributions*" means the amount of money and the initial Gross Asset Value of any Property (other than money) contributed to the Company by or on behalf of any Member.

"*Cause*" shall mean: (a) a misappropriation of the Company's funds or other property; (b) a conviction of a felony; or (c) the engaging in a course of dishonest, disloyal or illegal conduct tending to place such Person in disrepute.

"*Class A Units*" an ownership interest in the Company including any and all benefits to which the holder of such Class A Units may be entitled as provided in this Agreement.

"*Class B Units*" an ownership interest in the Company including any and all benefits to which the holder of such Class B Units may be entitled as provided in this Agreement, which includes the Preferred Allocation.

"*Code*" means the Internal Revenue Code of 1986 as amended from time to time.

"*Company Minimum Gain*" has the meaning set forth in Regulations Section 1.704-2(d).

"*Confidential Information*" means any and all information which relates to the actual or contemplated business of the Company, without regard as to whether such information qualifies as a trade secret under applicable state law or whether such information is entitled to copyright protection under the United States Copyright Act, including, but not limited to, the following: products; "know-how"; inventions; methods; techniques; computer programs, databases, and computer software applications, and all updates and enhancements made thereto; pricing, policies and strategies; sales and marketing information and strategies; current and prospective client lists; current and prospective supplier lists; accounting information; financial statements, tax returns, cost information and analysis; new product strategies; technical information; research and development; training materials; business plans and proposals; designs, drawings, photographs, or other machine readable records; and various processes. The term "*Confidential Information*" shall also include the Confidential Information, as defined herein, of any client of the Company.

"*Contributing Member*" has the meaning set forth in Section 5.3.

"*Defaulting Member*" has the meaning set forth in Section 5.3.

"*Depreciation*" means an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for any applicable Allocation Period,

except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

"*Dissolution Event*" has the meaning set forth in Section 10.1.

"*Entity*" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization, or other legally recognized entity.

"*Gross Asset Value*" means an asset's adjusted basis for federal income tax purposes, except as follows:

1. The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Managers;

2. The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) as determined by the Members, as of the following times: (a) the acquisition of additional Units by any new or existing Member in exchange for more than a de minimus Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of cash or property in exchange for Units; (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) or (d) a grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company by a new or existing Member, provided that an adjustment described in clauses (a) and (b) above shall be made only if the Members reasonably determine that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

3. The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Managers; and

4. The Gross Asset Values of Company assets shall be increased or decreased to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and

"Losses" or Section 6.3 hereof; provided, however, to the extent that an adjustment to the Gross Asset Values have been adjusted pursuant to subparagraph 2, the adjustments under this subparagraph 4 shall not apply.

"*Initial Public Offering*" has the meaning set forth in Section 12.13(a)

"*IPO Entity*" has the meaning set forth in Section 12.13(a).

"*Liquidation Period*" has the meaning set forth in Section 10.6.

"*Major Events*" means those actions set forth on **Exhibit B**.

"*Manager*" has the meaning set forth in Section 2.2(a).

"*Member*" means any Person who is identified as a Member on **Exhibit A** attached hereto and who has executed this Agreement as a Member, or who has become a substituted Member pursuant to the terms of this Agreement.

"*Member Nonrecourse Debt*" has the same meaning as the term "partner nonrecourse debt" in Section 1.704-2(b)(4) of the Regulations.

"*Member Nonrecourse Debt Minimum Gain*" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

"*Member Nonrecourse Deductions*" has the same meaning as the term "partner nonrecourse deductions" in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"*Net Cash Flow*" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, acquisitions and contingencies, all as determined by the Manager.

"*Nonrecourse Deductions*" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

"*Nonrecourse Liability*" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"*Officer*" shall mean any individual elected by the Managers to be an Officer of the Company.

"*Partnership Representative*" has the meaning set forth in Section 8.3(a).

"*Percentage Interest*" means the ratio (expressed as a percentage) of the number of Units held by a Person to the aggregate number of Units held by all Persons on such date.

"*Person*" means any individual or Entity, and the heirs, executors, administrators, trustees, legal representatives, successors and assigns of such Person where the context so permits.

"*Permitted Transferee*" means a transferee of a Member's Units, but limited, in connection with a transfer made for bona fide estate planning purposes, either during the Member's lifetime or on death by will or intestacy, to his or her spouse, child (natural or adopted) or any other direct lineal descendant of such Member (or his spouse), or any other relative approved unanimously by the Managers, or any custodian or trustee of any trust, for the benefit of, or the ownership interests which are owned wholly by, such Member or the Member's family members.

"*Preferred Allocation*" means an allocation of Profits to the Class B Unitholders equal to the amount necessary so that each Class B Unitholder would receive a distribution pursuant to Section 10.3, equal to the product of such Class B Unitholder's Percentage Interest multiplied by the total amount distributed pursuant to Section 10.3, if immediately after such allocation the Company were to be dissolved and liquidated in accordance with Section 10.3.

"*Profits*" and "*Losses*" mean, for each Allocation Period, an amount equal to the Company's taxable income or loss for such Allocation Period, determined in accordance with Code Section 703(a), with the following adjustments (without duplication):

1. Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added;

2. Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted;

3. In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain or loss from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

4. Gain or loss resulting from any disposition of Property which is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

5. In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Period, computed in accordance with the definition of Depreciation;

6. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Regulations Sections 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain or loss and shall be taken into account for purposes of computing Profits or Losses; and

7. Any items which are specially allocated pursuant to Sections 6.3 or 6.4 hereof shall not be taken into account in computing Profits and Losses.

"*Property*" means all real and personal property (including intangible property) acquired by the Company, including cash, and any improvements thereto.

"*Reconstitution Period*" has the meaning set forth in Section 10.2.

"*Regulations*" means the income tax regulations, including temporary regulations, promulgated under the Code; as such Regulations are amended from time to time.

"*Regulatory Allocations*" has the meaning set forth in Section 6.4.

"*Third-Party Sale*" means, directly or indirectly, by means of any transaction or series of transactions: (a) the sale of all or substantially all of the consolidated assets of the Company and its subsidiaries to any Person who, immediately prior to the contemplated transaction or series of transactions does not directly or indirectly own or have the right to acquire any outstanding Units (a "*Third-Party*"); or (b) a sale resulting in no less than a majority of the Units being held by a Third-Party.

"*Transfer*" means any voluntary or involuntary transfer, sale, donation, gift, pledge, encumber or hypothecation or other disposition.

"*Unadmitted Assignee*" means a Person who acquires Units but who is not admitted as a substituted Member pursuant to Section 9.11 and shall be entitled only to allocations and distributions with respect to such Units in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement, including voting rights.

"*Units*" or "*Unit*" means Class A Units and Class B Units.

"*Unitholder*" means any Member, and Person who has become a substituted Member pursuant to the terms of this Agreement or an Unadmitted Assignee, each with respect to their Class A Units or Class B Units.

ARTICLE I

ORGANIZATION

1.1. **Principal Place of Business**. The principal place of business of the Company shall be 755 Schneider Drive, South Elgin, Illinois 60177, unless otherwise determined by the Managers.

1.2 **Registered Office and Registered Agent**. The Company's registered office in the state of Nevada shall be at the office of its registered agent at 112 North Curry Street, Carson City, Nevada 89703, and the name of its registered agent in the state of Nevada shall be Corporation Service Company.

1.3 **Term**. The Company shall continue until the winding up and liquidation of the Company pursuant to this Agreement.

1.4 **Purpose; Powers**. The Company shall have the same powers as an individual to do all things necessary and convenient to carry out its business, to the fullest extent provided by the Act. With respect to issues not covered by this Agreement, the Act as in effect at such time shall govern. With respect to issues not covered by this Agreement or the Act, the Managers shall make all determinations and shall have authority to act on behalf of the Company.

1.5 **Title to Property**. All Property shall be owned by the Company and no Unitholder shall take any ownership interest in such Property in such Unitholder's individual name.

1.6 **Payment of Individual Obligations.** The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for, or used in payment of, any obligation of any Unitholder or Manager.

ARTICLE II
MANAGEMENT

2.1 **Manager-Managed**. The business and affairs of the Company shall be Manager-managed and shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of the Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company and to perform any and all acts or activities customary or incident to the management of the Company's business. A Manager shall not be required to manage the Company as the Manager's sole and exclusive function and such Manager may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Unitholder shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Managers or to the

income or proceeds derived therefrom.

2.2 **Number, Tenure, Qualifications and Vacancies**.

(a) The Company shall initially have two Managers (each a "*Manager*"). The number of Managers of the Company shall be fixed from time to time by the unanimous vote of the Members holding Class B Units. A Manager may, but need not be, a Member of the Company.

(b) If the number of Managers of the Company is an even number, then (i) for so long as Wildcat Investments, L.L.C. or RCS Holdings LLC is a Member of the Company, they shall be entitled to appoint one-half (1/2) of the Managers to act (the "*Wildcat Managers*"); (ii) for so long as FG Merchant Partners, LP is a Member of the Company, it shall be entitled to appoint one-half (1/2) of the Managers to act (the "*FG Managers*"); and (iii) in the event a vacancy is not filled by a Wildcat Manager or an FG Managers, as applicable, then such replacement Manager shall be elected by the affirmative vote of Members holding Class B Units. The initial Wildcat Manager shall be Gregg Majewski and the initial FG Manager shall be Larry G. Swets, Jr..

(c) If the number of Managers of the Company is an odd number, then all of the Managers except for one shall be appointed as provided in Section 2.2(b), and the final Manager shall be elected by the unanimous vote of the Managers then-appointed.

(d) Notwithstanding the foregoing, upon the completion of a transaction involving the Company's acquisition of all or substantially all of the equity or assets of Mongolian Concepts, LLC and the admission of CMG Companies or its affiliates as Members, the number of Managers shall be automatically set to five (5) and appointed as follows: (i) two (2) Wildcat Managers; (ii) two (2) FG Managers; and (iii) one (1) Manager nominated by CMG Companies or its affiliates, subject to the unanimous approval of the Wildcat Managers and the FG Managers.

(e) Each Manager shall hold office until the Manager's successor shall have been elected (or appointed) and qualified.

2.3 **Voting**. Each Manager shall have one vote. Except as otherwise provided in this Agreement, the Managers shall act by the affirmative vote of a majority of the total number of votes by the Managers; provided, however, that the approval of any Major Events shall be subject to the unanimous approval of the Wildcat Managers and FG Managers; further provided, that in addition to the unanimous approval of the Wildcat Managers and the FG Managers, the affirmative vote of 60% of the Members shall be required to approve any Third-Party Sale where the projected remaining distributions after application of Section 10.3(a) and Section

10.3(b) will be insufficient to the extent Class A Unitholders will receive aggregate distributions that are less than their Capital Accounts if distributed under Section 10.3(c).

Any other provision of this Agreement, or the Company's Articles of Organization, at any time when there is more than one Manager, any one Manager may perform ministerial matters on behalf of the Company and may take any action permitted to be taken by the Managers pursuant to this Agreement if such action is in the ordinary course of the Company's business or otherwise authorized pursuant to this Agreement. No Manager shall take any action on behalf of the Company if such Manager has knowledge that such action is not authorized.

2.4 **Agency**. The Managers shall be agents of the Company for the purpose of transacting its business. No Unitholder, attorney-in-fact, employee or other Person shall be an agent of the Company for the purpose of transacting its business except to the extent that authority has been expressly delegated to such Person in writing by the Managers or by the provisions of this Agreement. No act of a Unitholder, Manager or other Person in contravention of a restriction on authority pursuant to this Agreement shall bind the Company.

2.5 **Managers' Fiduciary Duties**. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Manager. Furthermore, each of the Managers, Members and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by the Act, and in doing so, acknowledges and agrees that the duties and obligations of each Manager to each other, to the Members and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Manager otherwise existing at law or in equity, are agreed by the Members and the Company to replace such other duties and liabilities of such Manager.

2.6 **Indemnification**. Subject to and consistent with Nev. Rev. Stat. Ann. § 86.411 and Nev. Rev. Stat. Ann. § 86.421, the Managers, and the Manager's officers, directors, managers, employees or agents (herein the "*Manager Parties*") shall not be liable to the Company nor to any Member for their good faith actions or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement. Subject to and consistent with Nev. Rev. Stat. Ann. § 86.411 and Nev. Rev. Stat. Ann. § 86.421, the Company does hereby indemnify and hold harmless the Manager Parties against and from any personal loss, liability or damages suffered as a result of any act or omission which the Manager (or any of the Manager Parties) believed, in good faith, to be within the scope of authority conferred by this Agreement, except for willful or fraudulent misconduct or gross negligence, but not in excess of the capital contributions of all Members. Notwithstanding the foregoing, the Company's indemnification of the Manager Parties is only with

respect to such loss, liability or damage which is not otherwise compensated for by insurance carried for the benefit of the Company. Insurance coverage for public liability, and all other insurance deemed necessary or appropriate by the Managers to the business of the Company, shall be carried in such amounts and of such types as shall be determined by the Managers.

2.7 **Resignation**. Any Manager of the Company may resign at any time by giving written notice to all Members and Managers of the Company. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal or dissociation of a Member.

2.8 **[Intentionally Omitted]**.

2.9 **[Intentionally Omitted]**.

2.10 **Reimbursements**. The Company shall reimburse the Unitholders and/or Managers for all expenses reasonably incurred and paid by any of them in the organization of the Company and as authorized by the Company in the conduct of the Company's business, including, without limitation, expenses of maintaining an office, telephones, travel, office equipment, and secretarial and other personnel as may reasonably be attributable to the Company. Such expenses shall not include any expenses incurred in connection with a Unitholder's or Manager's exercise of their rights as a Unitholder or Manager apart from the authorized conduct of the Company's business.

2.11 **Meetings**. Meetings of the Managers, for any purpose or purposes, may be called by any Manager. The Manager calling the meeting may designate any place within the State of Nevada as the place of meeting for any meeting of the Manager. If no designation is made, the place of meeting shall be at the Company's then-current principal place of business. A Manager may participate in a meeting of Managers by means of conference telephone or similar communications equipment enabling all Managers participating in the meeting to hear one another.

2.12 **Notice of Meetings**. Except as otherwise provided in this Agreement, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be given to each Manager. Notice shall be given at least five business days before the time of the meeting, unless a longer notice period is established by the unanimous vote of the Managers. Each such notice shall state the time, date, place or other means of conducting such meeting and the purposes of the meeting. No actions other than those specified in the notice may be considered at any special meeting unless unanimously approved by the Managers. Any waiver of notice signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. If all of the Managers shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be

valid without call or notice, and at such meeting, any lawful action may be taken.

2.13 **Action by Managers Without a Meeting**. Action required or permitted to be taken at a meeting of Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Manager entitled to vote.

ARTICLE III
OFFICERS

3.1 **Number, Tenure, and Qualification of Officers**. The Company initially shall have Officers consisting of a Chief Executive Officer and President, Chief Financial Officer, various Executive Vice Presidents, and Secretary. The Managers may from time to time create and elect new officer positions. Each Officer shall hold office until his successor shall have been elected and qualified. An Officer need not be a Unitholder or Manager. Any two or more offices may be held by the same individual.

3.2 **Election and Term of Office**. The Officers of the Company shall be elected by the Managers. Each Officer shall hold office until his removal, resignation, or death.

3.3 **Resignation**. Any Officer or agent of the Company may resign at any time upon written notice to the Members or CEO. The resignation of any Officer shall take effect on the effective date of the notice or at such later date specified in such notice. The resignation need not be accepted to make it effective.

3.4 **Removal**. Any Officer or agent of the Company may be removed by the Managers. A Person's removal as an Officer shall not, by itself, have any effect on any other agreement between the Company and the removed Officer, including an employment agreement.

3.5 **Vacancies**. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Managers for the unexpired portion of the term.

3.6 **Salaries**. Salaries and other compensation may be paid to the Officers as fixed by the Managers.

3.7 **Power to Bind Company**. Except as otherwise provided herein, the Officers shall have the exclusive power to act for and bind the Company. Unless authorized to do so by this Agreement or by the Managers, no Unitholder, attorney-in-fact, employee, or other agent of the Company shall have the power or authority to act for or on behalf of the Company, to do any act that would bind the Company in any way, to pledge its credit, to render it liable for any purpose, to incur any expenditures on behalf of the Company, or to sign, countersign,

execute, verify, or acknowledge any instrument or document on behalf of the Company. All Company instruments and documents shall be signed or countersigned, executed, verified, or acknowledged by such Officer or Officers or other person or persons as the Managers may from time to time authorize.

3.8 **Duties of Officers**.

(a) **Chief Executive Officer and President**. The Chief Executive Officer and President ("*CEO*") shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members or Managers is expressly required by this Agreement or by non-waivable provisions of the Act, the CEO shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company and to perform any and all acts or activities customary or incident to the management of the Company's business. The CEO shall be the chief executive officer of the Company, and shall (i) when present, preside at meetings of Members, (ii) see that all orders and resolutions of the Members are carried into effect, (iii) subject to Section 3.7, execute and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments, pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another Person or is expressly delegated by the Articles of Organization, this Agreement, the Members, or the Managers to some other Officer or agent of the Company, and (iv) perform any other duties prescribed by the Managers. In general, the CEO shall perform all duties incident to or customarily performed by the office of chief executive officer and president and such other duties as may be prescribed by the Managers from time to time.

(b) **Chief Financial Officer**. The Chief Financial Officer shall report to the CEO and shall: (i) have custody and control of all funds of the Company, except funds held by designated trustees, (ii) deposit all money, drafts, and checks in the name of and to the credit of the Company in the banks and depositories designated by the Managers; (iii) endorse for deposit all notes, checks, and drafts received by the Company as ordered by the Managers, making proper vouchers for them; (iv) disburse Company funds and issue checks and drafts in the name of the Company, as ordered by the Managers; (v) ensure that all accounts payable are paid; (vi) maintain accurate financial records for the Company; (vii) ensure that a true and accurate accounting of the financial transactions of the Company is made periodically; (viii) ensure that reports of the financial transactions and the financial condition of the Company are provided to the CEO, Members, and the Managers; (vi) perform other duties prescribed by the Managers or by the CEO, and (vii) in general, perform all duties incident to or customarily performed by the office of chief financial officer or treasurer.

(c) **Secretary**. The Secretary shall report to the CEO and shall: (i) act as corporate secretary of the Company and the Members; (ii) keep the minutes of the meetings of the Members, and any standing committees when required, in one or more books provided for that purpose; (iii) send appropriate notices or waivers of notice in accordance with the provisions of this Agreement or as required by law; (iv) prepare agenda and other materials for all meetings of the Members; (v) act as official custodian of the Company records and reports; and (vi) in general, perform all duties incident to or customarily performed by the office of the secretary and all other duties as from time to time be assigned by the Managers or the CEO.

(d) **Vice Presidents**. The Managers in their discretion may appoint one or more vice presidents that shall report to the CEO. The CEO may, from time to time, delegate to such executive vice presidents certain duties of the CEO in which case such executive vice presidents when so acting shall have all the powers of and be subject to all restrictions upon the CEO. If so appointed, and in the absence of the CEO or in the event of his inability or refusal to act, the executive vice presidents, in the order determined from time-to-time by resolution of the Managers, shall perform the duties of the CEO, and when so acting, shall have all the powers of and be subject to the restrictions upon the CEO. The executive vice presidents shall perform such other duties and have such other powers as the Managers or CEO may from time to time prescribe.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF UNITHOLDERS

4.1 **Limitation of Liability**. Each Unitholder's liability shall be limited as set forth in this Agreement, the Act and other applicable law. A Unitholder will not be personally liable for any debts, liabilities or losses of the Company beyond such Unitholder's Capital Contributions. Except as otherwise required in the Act, no Unitholder shall have an obligation to make an additional contribution to the Company to restore any deficit balance in such Unitholder's Capital Account.

4.2 **Withdrawals or Resignations**. No Unitholder may withdraw, retire or resign from the Company except as provided for in this Agreement.

4.3 **Priority and Return of Capital**. Except as may be expressly provided elsewhere in this Agreement, no Member shall have priority over any other Member as to the return of Capital Contributions or as to Profits, Losses or other distributions; provided that this Section 4.3 shall not apply to loans which a Unitholder has made to the Company.

4.3 **Lack of Authority**. Each Unitholder represents, warrants and agrees that they shall not represent to any third party that such Unitholder has any authority in such Unitholder's capacity as a Unitholder to act for, or to assume any obligation

or responsibility on behalf of, the Company unless expressly authorized in writing by the Managers.

4.4 **Meetings**. Meetings of the Members, for any purpose or purposes, may be called by any Manager or by any Member. The Members may designate any place within the State of Nevada as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be at the Company's then-current principal place of business. A Member may participate in a meeting of Members by means of conference telephone or similar communications equipment enabling all Members participating in the meeting to hear one another.

4.5 **Notice of Meetings**. Except as otherwise provided in this Agreement, the notice procedures described in Section 2.12 herein shall also apply to meeting of Members.

4.6 **Quorum**. Members holding at least a majority of the issued and outstanding Units, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Units so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

4.7 **Manner of Acting**. If a quorum is present, the affirmative vote of Members holding a majority of the Units shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Articles of Organization or by this Agreement. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

4.8 **Action by Members Without a Meeting**. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote.

4.9 **Partition**. During the term of the Company, each Member waives their rights to have any Company Property partitioned, or to file a complaint or institute any suit, action or proceeding at law or in equity to have any Company Property partitioned.

4.10 **Voluntary Dissociation**. No Unitholder shall be entitled to voluntarily dissociate from the Company before the dissolution and winding up of the Company except as specifically agreed upon by the Managers.

4.11 **Member Fiduciary Duties**. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. Furthermore, each of the Managers, Members and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by the Act, and in doing so, acknowledges and agrees that the duties and obligations of each Member to each other, to the Managers and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Member otherwise existing at law or in equity, are agreed by the Members and the Company to replace such other duties and liabilities of such Member.

ARTICLE V
MEMBERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS

5.1 **Initial Capital Contributions**. **Exhibit A** attached hereto sets out the name, address, initial Capital Contribution, initial number of Units and initial Percentage Interest of each Unitholder. The Company shall initially be authorized to issue 20,000,000 Class A Units and 8,750,000 Class B Units. Additional Units may be authorized by the unanimous vote of the Managers. No Unitholder shall be entitled to interest on or return of such Unitholder's Capital Contributions.

5.2 **Additional Contributions**. If a determination is made by the Managers that additional Capital Contributions are reasonably necessary for the Company, the Managers may request additional Capital Contributions from the Unitholders from time to time. Upon such a determination, the Managers shall give notice to all Unitholders in writing at least 30 days prior to the date on which an additional Capital Contribution is due. Such notice shall set forth the total amount of additional Capital Contribution needed, the additional Capital Contribution requested from each Unitholders (pro rata based on the respective Units of the Unitholder on the date such notice is given), the purpose for which the Capital Contributions are needed, and the date by which the additional Capital Contribution is due.

5.3 **Contributions by Nondefaulting Members.** If any Unitholder is unable or unwilling to make any or all of any additional Capital Contribution required of such Unitholder (a "*Defaulting Member*"), then the remaining Members may make a contribution in excess of their respective proportionate Unit (a "*Contributing Member*"). The remaining Members may make such contributions in equal Units or in any other proportion agreed upon by them. In the event any Member makes an additional Capital Contribution to the Company pursuant to this Section 5.3, such funds shall be allocated to such Contributing Member's Capital Account. In such event, the Company shall issue additional Units to the contributing Member based on each contributing Member's additional Capital Contribution as of such date *divided by* the price per Unit of the Units, which price per Unit shall equal (x) the fair value of the Company as a going concern (as determined in good faith by the Managers, not reflecting any discounts to such

value because of the lack of marketability or lack of Control of the Company) as of such date without giving effect to any Capital Contributions made on such date *divided by* (y) the total number of Units outstanding on such date without giving effect to the issuance of Units on such date pursuant to this Section 5.3.

ARTICLE VI
ALLOCATIONS

6.1 **Profits**. After giving effect to the special allocations set forth in Sections 6.3 and 6.4, Profits for any Allocation Period shall be allocated to the Unitholders in the following order of priority:

(a) first, to the Unitholders in proportion to the cumulative Losses previously allocated to them under Section 6.2 until a cumulative amount of Profits has been allocated to the Unitholders pursuant to this Section 6.1(a) equal to the aggregate amount of Losses allocated to such Unitholder pursuant to Section 6.2;

(b) second, to Class B Unitholders, the Preferred Allocation, to the extent applicable;

(c) thereafter, to the Unitholder in accordance with Percentage Interests.

6.2 **Losses**. After giving effect to the special allocations set forth in Sections 6.3 and 6.4 and subject to Section 6.5, Losses and items of deduction and credit for each Allocation Period shall be allocated to the Unitholders as follows:

(a) first, to the Unitholders pro rata in proportion to the Unitholder's Units until the Adjusted Capital Account Deficit of any Unitholder is reduced to zero;

(b) thereafter, to the Unitholders in accordance with Percentage Interests.

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6.3 **Special Allocations**. The following special allocations shall be made in the following order:

(a) **Minimum Gain Chargeback**. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section 6, if there is a net decrease in Company Minimum Gain during any Allocation Period, each Unitholder shall be specially allocated items of Company income and gain for such Allocation Period in an amount equal to such Unitholder's Unit of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 6.3(a) is intended to comply with the minimum gain chargeback requirement in

Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) **Unitholder Minimum Gain Chargeback**. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Section 6, if there is a net decrease in Unitholder Nonrecourse Debt Minimum Gain attributable to a Unitholder Nonrecourse Debt, each Unitholder who has a Unit of the Unitholder Nonrecourse Debt Minimum Gain attributable to such Unitholder Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Allocation Period in an amount equal to such Member's Unit of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Unitholder Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 6.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) **Qualified Income Offset**. In the event any Unitholder unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, items of Company income and gain shall be specially allocated to such Unitholder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Unitholder as quickly as possible, provided that an allocation pursuant to this Section 6.3(c) shall be made only if and to the extent that the Unitholder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 6 have been tentatively made as if this Section 6.3(c) were not in this Agreement.

(d) **Gross Income Allocation**. In the event any Unitholder has a deficit Capital Account at the end of any Allocation Period which is in excess of the amount such Unitholder is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Unitholder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.3(d) shall be made only if and to the extent that such Unitholder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 6 have been made as if Section 6.3(c) and this Section 6.3(d) were not in this Agreement.

(e) **Nonrecourse Deductions**. Nonrecourse Deductions for any Allocation Period shall be specially allocated to the Unitholder in proportion to their respective Percentage Interests.

(f) **Unitholder Nonrecourse Deductions**. Any Unitholder Nonrecourse Deductions for any Allocation Period shall be specially allocated to the Unitholder who bears the economic risk of loss with respect to the nonrecourse debt to which such Unitholder Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) **Section 754 Adjustments**. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Unitholder in complete liquidation of such Unitholder's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Unitholders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Unitholder to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

6.4 **Curative Allocations**. The allocations set forth in Sections 6.3 and 6.5 (the "*Regulatory Allocations*") are intended to comply with certain requirements of the Regulations. The Unitholders intend that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 6.4. Therefore, notwithstanding any other provision of this Section 6, the Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatsoever manner they determine appropriate so that, after such offsetting allocations are made, each Unitholder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Unitholder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Sections 6.1 and 6.2.

6.5 **Loss Limitation**. Losses allocated pursuant to Section 6.2 hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Unitholder to have an Adjusted Capital Account Deficit at the end of any Allocation Period. In the event some but not all of the Unitholders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 6.2 hereof, the limitation set forth in this Section 6.5 shall be applied on a Unitholder by Unitholder basis and Losses not allocable to any Unitholder as a result of such limitation shall be allocated to the other Unitholders in accordance with the positive balances in such Unitholder's Capital Accounts so as to allocate the maximum permissible Losses to each Unitholder under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

ARTICLE VII
DISTRIBUTIONS

7.1 **Net Cash Flow**. Subject to Section 10.3, distributions of Net Cash Flow shall be made to the Unitholders pro rata in accordance with Percentage Interest, at such times and in such amounts as determined by the Managers; provided, however, that the Company shall make distributions of money to each Member in an amount equal to the net income and gain allocable to such Member for income tax purposes *multiplied by* the highest combined federal, state and local tax rate applicable to the Unitholders to pay the federal and state income taxes on the income (net of any tax benefits produced for the Members by the Company's losses, deductions and credits). The Company shall make the distributions required in this Section 7.1 in a timely manner to allow the tax attributable to the income passed through the Company to any Member to be paid when due.

7.2 **Limitation on Distributions**. Notwithstanding the foregoing to the contrary, no distributions shall be made by the Managers if, after the distribution is made; (a) the Company would not be able to pay its debts as they become due in the ordinary course of business; or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved, wound up and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up and termination of Unitholders whose preferential rights are superior to those receiving the distribution.

ARTICLE VIII
ACCOUNTING AND RECORDS

8.1 **Accounting, Books and Records**. The Company shall keep on site at its principal place of business each of the following: (a) separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company in accordance with this Agreement; (b) a current list of the full name and last known business, residence, or mailing address of each Member and Managers, both past and present; (c) a copy of the Company's Articles of Organization and all amendments thereto; (d) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years; (e) a copy of this Agreement; (f) records of Capital Contributions made and/or required to be made by all Members; (g) any written consents obtained from Managers and/or Members regarding actions taken without a meeting; and (h) any other records required by the Act, the Code, Regulations or other applicable law.

8.2 **Tax Returns**. The Managers shall cause the filing of all tax returns or reports required to filed by the Company pursuant to the Act, the Code, Regulations or

other applicable law. The Managers shall deliver within 15 days of filing, a copy of a Schedule K-1 to the Members.

8.3 **Tax Matters**.

(a) **Appointment; Resignation**. The Members hereby appoint Gregg Majewski as the "partnership representative" as provided in Section 6223(a) of the Code (the "*Partnership Representative*"). The Partnership Representative can be removed at any time by a vote of a majority of the issued and outstanding Units held by Members, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Partnership Representative, a majority of the issued and outstanding Units held by Members shall select a replacement Partnership Representative.

(b) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any federal, state, local or foreign taxing authority, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall promptly notify the Members in a record of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Unitholders reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the vote or consent of the majority of the and outstanding Units held by Members, the Partnership Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any federal, state, local or foreign taxing authority.

(c) **US Federal Tax Proceedings**. The Partnership Representative, in its sole discretion, shall have the right to make on behalf of the Company any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Company under the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code (including an election under Section 6226 of the Code), and the Unitholders shall take such actions reasonably requested by the Partnership Representative. To the extent that the Partnership Representative does not make an election under Section 6221(b) or Section 6226 of the Code: (i) the Company shall use commercially reasonable efforts to make any modifications available under Section 6225(c)(3), (4), and (5) of the Code; and (ii) the Unitholders shall take such actions as reasonably requested by the Partnership Representative, including filing amended returns and paying any tax due under Section

6225(c)(2)(A) of the Code, or paying any tax due and providing applicable information to the Internal Revenue Service under Section 6225(c)(2)(B) of the Code.

(d) **Section 754 Election.** The Partnership Representative will make an election under Section 754 of the Code, if requested in a record by the majority of the and outstanding Units held by Members.

(d) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Partnership Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of such Member's responsibilities as the Partnership Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct. The Company shall reimburse the Partnership Representative for all expenses reasonably incurred and paid by them in their capacity as the Partnership Representative.

ARTICLE IX
TRANSFERABILITY

9.1 **Transfers**. No Unitholder shall be entitled to Transfer all or any part of its Units except with the prior approval of the Managers, which approval may be given or withheld in the sole discretion of the Managers. No Member shall pledge, hypothecate, encumber or grant any other security interest in his Units without the prior written consent of all Managers.

9.2 **Voluntary Transfers**. Except as otherwise provided in this Agreement, no Member during such Member's lifetime or upon death, shall sell, assign or otherwise transfer any interest in such Member's Units without the prior written consent of all the Managers; provided, however, that Members may transfer their Units to a Permitted Transferee without prior written consent or approval during their lifetime or upon death.

9.3 **Purchase Options upon Death or Disability of a Member**. Upon the death or Disability of a Member, the Personal Representatives of such Member (as defined below), shall immediately be deemed to have offered to sell to the Company and the Class B Members all of such Member's Units. For the purposes of this Agreement, the term "*Personal Representative*" means any administrator, executor, trustee or other personal representative who is vested with the responsibility for administering the disposition of any Units on account of a such Member's death or Disability, and equally any individual who holds such Units as a legatee, distribute, or successor in interest or trustee where no executor, administrator or similar fiduciary is appointed or where any appointed executor, administrator or fiduciary does not have control over any of the deceased Member's Units.

(a) *Notice.* Immediately upon the death or Disability of any Member, the Personal Representatives of such Member shall promptly give written notice of such death or Disability the Managers and the Class B Members.

(b) *Company Option.* The Company shall have 60 days from the later of its receipt of the notice described in subsection (1) or its actual knowledge of such death or Disability in which to elect to buy all or any portion of the Units of the deceased Member. The decision by the Company to exercise the option described in this subsection (b) shall be made by the Managers. The closing of the Company's purchase of Units under this subsection (b) shall be mutually agreed upon but shall be within 60 days of the later of: (i) the deceased Member's death or Disability; (2) the appointment of a Personal Representative for such Member; (3) the determination of the Agreement Price; and (4) if applicable, the Company's receipt of proceeds from any insurance policy owned by the Company on the deceased Member's life.

(c) *Class B Members Option.* Any Units not elected to be purchased by the Company pursuant to subsection (b) above shall be offered at the same price to the Class B Members, who shall have the right, by notice within 30 days of the expiration of the option period referenced in subsection (b) above, to elect to purchase all or any portion of the Units not purchased by the Company. Each such Class B Member shall be entitled to purchase such portion of the Units being offered pursuant to this subsection (c) as the number of Units owned by such Class B Member bears to the total number of Units owned by all Class B Members, unless such other Class B Members agree otherwise in writing. The closing of a purchase under this subsection (c) shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in this subsection (c); (2) the appointment of a Personal Representative for such Member; and (3) the determination of the Agreement Price.

(d) *Disability.* In the event of a dispute between the parties as to whether a Member should be deemed "Disabled" under this Agreement, the Managers of the Company shall select a licensed practicing physician to determine whether a Member shall be deemed "Disabled" for the purposes of this Agreement. Each Member agrees to cooperate in good faith in the selection of such physician and to submit to such examinations and tests as such physician shall deem necessary or appropriate. The parties shall abide by the decision of such physician regarding disability pursuant to this Section 9.3. The cost of such determination by such practicing physician shall be borne by the Company.

(e) *Survival.* If the options set forth in Section 9.3(b) and (c) are not timely exercised, for a period of five years thereafter, either the Company or the Class B Members may exercise their respective options upon written notice to the Personal Representative.

9.4 **Purchase Options upon Involuntary Lifetime Transfers**. If any Member is required to Transfer all or any portion of his Units in an "*Involuntary Lifetime Transfer*" (as defined in Section 9.4(c) below), such Member (hereinafter referred to as the "*Involuntary Member*") shall give written notice of such involuntary transfer ("*Involuntary Offer Notice*") to the Managers and Class B Members setting forth a statement of the type of proposed involuntary transfer, the name and address of the proposed transferee, the number of Units subject to the Involuntary Lifetime Transfer and all other terms and conditions of the proposed Transfer.

(a) *Company Option.* Upon receipt of the Involuntary Offer Notice, the Company shall have the exclusive right and option, exercisable at any time during the period of 60 days from the Company's receipt of the Involuntary Offer Notice, to purchase any or all of the Units specified in the Involuntary Offer Notice. The decision by the Company to exercise the option described in this subsection (a) shall be made by the Managers. The closing of the Company's purchase under this subsection (a) shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in the preceding sentence; and (2) the determination of the Agreement Price.

(b) *Class B Member Option.* Any Units not elected to be purchased by the Company within the option period set forth in subsection (a) above shall be offered at the same price to the Class B Members (other than the Involuntary Member), who shall have the right, within 30 days of the expiration of the option period referenced in subsection (a) above, to elect to purchase all or any of the Units not purchased by the Company. Each such Class B Member shall be entitled to purchase such portion of the Units being offered pursuant to this subsection (b) as the number of Units owned by such Class B Member bears to the total number of Units owned by all Class B Members, unless such other Class B Members agree otherwise in writing. The closing of a purchase under this subsection (b) shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in this subsection (2); and (3) the determination of the Agreement Price.

(c) *Definition of Involuntary Transfer*. For the purposes of this Section 9.4, the term "*Involuntary Lifetime Transfer*" shall mean any Transfer contemplated as a result of any of the following: (1) any judgment is obtained in any legal or equitable proceeding against a Member, such judgment has become final and non-appealable, and the sale of any such Member's Units is contemplated or threatened under legal process as a result of such judgment; (2) any execution is issued on a judgment against a Member; (3) any of the Units of a Member are attached; or (4) there is instituted by or against a Member any other form of legal proceeding or process by which the sale or transfer of any of the Units of such Member becomes imminent and/or probable, including, without limitation, divorce, legal separation or marital property settlement proceedings, each event constituting a "*Transfer Event*".

(d) *Survival.* If the options set forth in Section 9.4(a) and (b) are not timely exercised, for a period of five years thereafter, either the Company or the Class B Members may exercise their respective options upon written notice to the Involuntary Lifetime Transferee.

9.5 **Purchase Options upon Class A Member Change in Control**. Upon a "*Change in Control*" of a Class A Member (as defined in Section 9.5(c) below), such Class A Member (hereinafter referred to as the "*Change in Control Member*") shall give written notice of such Change in Control ("*Change in Control Offer Notice*") to the Managers and Class B Members setting forth a statement of the type of Change in Control, the identity of the new controlling persons or entities of the Class A Member and all other terms and conditions of Change in Control.

(a) *Company Option.* Upon receipt of the Change in Control Offer Notice, the Company shall have the exclusive right and option, exercisable at any time during the period of 60 days from the Company's receipt of the Change in Control Offer Notice, to purchase any or all of the Units specified in the Change in Control Offer Notice. The decision by the Company to exercise the option described in this subsection (a) shall be made by the Managers. The closing of the Company's purchase under this subsection (a) shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in the preceding sentence; and (2) the determination of the Agreement Price.

(b) *Class B Member Option.* Any Units not elected to be purchased by the Company within the option period set forth in subsection (a) above shall be offered at the same price to the Class B Members (other than the Change in Control Member), who shall have the right, within 30 days of the expiration of the option period referenced in subsection (a) above, to elect to purchase all or any of the Units not purchased by the Company. Each such Class B Member shall be entitled to purchase such portion of the Units being offered pursuant to this subsection (b) as the number of Units owned by such Class B Member bears to the total number of Units owned by all Class B Members, unless such other Class B Members agree otherwise in writing. The closing of a purchase under this subsection (b) shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in this subsection (2); and (3) the determination of the Agreement Price.

(c) *Definition of Change in Control*. For the purposes of this Section 9.5, the term "*Change in Control*" shall mean the occurrence of any event whereby: (i) individuals who constitute the board of directors or board of managers of the Member cease for any reason to constitute a majority of the board of directors or board of managers; or (ii) the owners of the issued and outstanding equity interests of such Member cease to own at least 50% of the issued and outstanding

equity interests of such Member.

(d) *Survival.* If the options set forth in Section 9.5(a) and (b) are not timely exercised, for a period of five years thereafter, either the Company or the Class B Members may exercise their respective options upon written notice to the Class A Member.

9.6 **Transfers in Violation of Agreement**. Any Transfer, or attempt to Transfer, any Units by any Member in violation of the terms and conditions of this Agreement shall be void and the transferee or beneficiary thereof shall not be the record or beneficial owner of such Units or any interest therein or entitled to any of the rights thereof. If any Member or Manager shall discover that a Member ("*Transferring Member*") has Transferred or attempted to Transfer all or any portion of his Units in violation of the terms and conditions of this Agreement, such Member shall immediately provide notice ("*Transfer Notice*") of the same to the Managers and the Class B Members.

(a) *Purchase Option of the Company.* Upon receipt of the Transfer Notice, the Company shall have the exclusive right and option, exercisable at any time during the period of 60 days from the Company's receipt of the Transfer Notice, to purchase any or all of the Units of the Transferring Member. The decision by the Company to exercise the option described in this Section 9.6(a) shall be made by the Managers. The closing of the Company's purchase under this Section 9.6 shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in this Section 9.6(a) and (2) the determination of the Agreement Price.

(b) *Purchase Option of Class B Members*. Any Units not elected to be purchased by the Company within the option period described in Section 9.6(a) shall be offered at the same price to the Class B Members, who shall have the right, within 30 days of the expiration of the option period referenced in Section 9.6(a) above to elect to purchase all or any portion of the Units not purchased by the Company. Each Class B Member shall be entitled to purchase such portion of the Units being offered as the number of Units owned by such Class B Member shall bear to the total number of Units owned by all other Class B Members desiring to purchase Units, unless such other Members agree otherwise in writing. The closing of a purchase of Units under this subsection (b) shall be mutually agreed upon but shall be within 60 days of the later of: (1) the expiration of the option period referenced in this Section 9.6(b) and (2) the determination of the Agreement Price.

(c) *Power of Attorney*. In the event the Transferring Member shall fail to deliver the Transferring Member's Units in proper form on any closing date required under this Section 9.6, the Transferring Member hereby appoints any individual designated by the Company as attorney in fact to cancel the certificates representing the Transferring Member's Units as of any required closing date.

(d) *Survival.* If the options set forth in Section 9.6(b) and (c) are not timely exercised, for a period of five years thereafter, either the Company or the Class B Members may exercise their respective options upon written notice to the Transferring Member or its successor.

9.7 **Purchase Price; Closing Procedure**.

(a) The purchase price for any purchase of Units pursuant to this Article 9 shall be as follows:

(1) for any purchase under Section 9.3 (Death or Disability of Member), Section 9.4 (Involuntary Lifetime Transfer), 100% of the Agreement Price less any transactional costs or fees incurred by the Company in connection with the transaction ("*Transaction Costs*");

(2) for any purchase under Section 9.5 (Change in Control of Class A Member) or Section 9.6 (Transfers in Violation of the Agreement), 50% of Transferring Member's Capital Account on the date of the Transfer or attempted Transfer.

(b) At any closing of a purchase of Units, the seller(s) shall convey the Units being sold to the purchaser(s) free and clear of all liens, claims and other encumbrances. At the closing, the purchaser(s) shall pay the purchase price to the seller(s) in immediately available funds; provided, that if the purchase price exceeds $10,000.00, the purchaser(s) may elect to pay the purchase price in installments pursuant to Section 9.8 below.

9.7 **Agreement Price**. For the purposes of this Agreement, the "*Agreement Price*" shall be the fair market value of the Units as of the last day of the calendar month preceding the date of the event which triggers a sale of Units under this Agreement. The fair market value of each such Unit desired to be purchased shall be calculated by valuing the Company as a whole and dividing by the number of Units outstanding. The calculation of the fair market value of the Company as a whole shall be equal to 3 times the average annual EBITDA of the Company for the trailing 36 months less the Indebtedness of the Company.

9.8 **Installment Payments**.

(a) Any purchaser of Units under this Agreement may elect to pay the purchase price in installments pursuant to this Section 9.8. Any election to pay in installments must be made, if at all, by a purchaser by written notice given to all sellers not later than 15 days prior to the date of closing.

(b) If any purchaser of Units shall elect to pay in installments, then a minimum of 20% of the purchase price shall be paid in immediately available

funds at the closing and a maximum of 80% of the purchase price shall be paid in 24 equal monthly installments of principal and interest following the closing date. Interest at a rate per annum equal to the highest prime rate of interest disclosed in the Wall Street Journal as of the business day immediately preceding the closing shall accrue on all unpaid amounts of the deferred portion of the purchase price and shall be payable to the full extent accrued on the date on which installment payments are to be made.

(c) Any installment payment obligations described herein shall be evidenced by a non-negotiable promissory note, in substantially the form set out in **Exhibit C** attached hereto and secured by such purchaser in accordance with the terms and conditions of a certain Pledge Agreement executed by such purchaser in substantially the form attached hereto as Exhibit 1 thereto**.**

9.9 **Prohibited Transfers**. Any purported Transfer of Units that is not a Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Units Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement (i.e, the transferee shall be deemed an Unadmitted Assignee), which allocations and distributions may be applied to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company. In the case of a Transfer or attempted Transfer of Units that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of the foregoing may incur (including, without limitation, incremental tax liabilities and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

9.10 **Rights of Unadmitted Assignees**. A Person who acquires Units but who is not admitted as a substituted Member pursuant to Section 9.11 hereof shall be an Unadmitted Assignee entitled only to allocations and distributions with respect to such Units in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement, including, without limitation, voting rights.

9.11 **Admission of Substituted Member**. Subject to the other provisions of this Section 9, a transferee of Units may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 9.11.

(a) The Managers' consent to such admission as provided in Section 2.3, which consent may be given or withheld in the sole and absolute discretion of the Managers;

(b) The transferee of Units shall, by written instrument in form and substance reasonably satisfactory to the Manager, (1) accept and adopt the terms and provisions of this Agreement, including this Section 9, and (2) assume the obligations of the transferor Member under this Agreement with respect to the transferred Units. The transferor Member shall be released from all such assumed obligations except (1) those obligations or liabilities of the transferor Member arising out of a breach of this Agreement, and (2) those obligations or liabilities of the transferor Member based on events occurring, arising or maturing prior to the date of Transfer; and

(c) The transferee pays or reimburses the Company for all reasonable costs and expenses that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Units.

9.12 **Distributions and Allocations in Respect of Transferred Units**. If any Units are Transferred, Profits, Losses, and all other items attributable to the Transferred Units for an Allocation Period shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Allocation Period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager.

ARTICLE X
DISSOLUTION AND WINDING UP

10.1 **Dissolution**. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "*Dissolution Event*"): (a) the unanimous vote of the Managers to dissolve, wind up and liquidate the Company; or (b) a judicial determination that an event has occurred that makes it unlawful, impossible or impractical to carry on the business.

10.2 **Reconstitution**. If it is determined that the Company has dissolved prior to the occurrence of a Dissolution Event, then within an additional 90 days after such determination (the "*Reconstitution Period*"), all of the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. If such an election is made within the Reconstitution Period, then unless otherwise agreed to by all Members, the Company's Articles of Organization and this Agreement shall automatically constitute the Articles of Organization and Operating Agreement of such new company and all of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed and transferred to the new company.

10.3 **Winding Up**. Upon the occurrence of (i) a Dissolution Event or (ii) a determination that the Company has dissolved prior to the occurrence of a

Dissolution Event (unless the Company is reconstituted pursuant to Section 10.2 hereof), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors, and no Manager or Unitholder shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs, provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon all parties hereto until such time as the Company's Articles of Organization has been terminated pursuant to the Act. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed as expeditiously as possible. The Managers shall take full account of the Company's liabilities and Property and shall cause the Property, or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Unitholders and Managers who are creditors) in satisfaction of all of the Company's debts and other liabilities, other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to Unitholders under the Act;

(b) Second, except as provided in this Agreement, to Unitholders and former Unitholders of the Company in satisfaction of liabilities for distribution under the Act;

(c) Third, to the Unitholders pro rata in accordance with positive balances in their Capital Accounts;

(d) The balance, if any, to Unitholders in accordance with their Percentage Interests.

10.4 **Rights of Unitholders**. Except as otherwise provided in this Agreement, each Unitholder shall look solely to the Property of the Company for the return of Capital Contributions and has no right or power to demand or receive Property other than cash from the Company. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contribution, the Unitholders shall have no recourse against the Company or any other Member or Manager.

10.5 **Notice of Dissolution/Termination**. In the event a Dissolution Event occurs or an event occurs that would, but for provisions of Section 10.1, result in a dissolution of the Company, the Managers shall, within 30 days thereafter, provide written notice thereof to each of the Unitholders. Upon completion of the distribution of the Company's Property as provided in this Section 10, the Company shall be terminated, and the Managers shall cause the filing of Articles

of Dissolution pursuant to the Act and shall take all such other actions as may be necessary to terminate the Company.

10.6 **Allocations During Period of Liquidation**. During the period commencing on the first day of the Allocation Period during which a Dissolution Event occurs and ending on the date on which all of the assets of the Company have been distributed to the Unitholders pursuant to Section 10.3 hereof (the "*Liquidation Period*"), the Unitholders shall continue to share Profits, Losses, gain, loss and other items of Company income, gain, loss or deduction in the manner provided in Section 6 hereof.

ARTICLE XI
RESTRICTIVE COVENANTS

11.1. **Confidentiality Provisions**.

(a) **Confidentiality Obligations**. During such period of time as any Unitholder owns any Units of the Company, and continuing after a Unitholder sells all Units owned by such Unitholder, each Unitholder agrees he or she shall: (1) maintain and preserve as confidential and secret, and shall not directly or indirectly divulge, use or duplicate, the Confidential Information, nor shall any Unitholder permit the use or duplication of the Confidential Information by any other persons, firms, entities or organizations, without the prior written consent of the Company; (2) use all reasonable precautions to ensure that access to, and use of, the Confidential Information is restricted solely to those employees and agents of the Company who have a need to know the Confidential Information to fulfill job-related duties and obligations for the Company and who have first executed an agreement in substantially the same form as this Agreement; and (3) upon a Unitholder's sale of all of his or her Units, promptly return or cause to be returned to the Company, all of the Confidential Information in such Unitholder's possession or control, including, without limitation, all originals and copies of all technical data, files, formulas, techniques, methods, research, books, catalogs, sales brochures, computer software applications, databases and programs (including any and all updates and enhancements made thereto), video tapes, current and prospective client lists, price lists, employee manuals, operating manuals, and any other documents, sales and marketing information and strategies, reflecting the Confidential Information, and all other materials furnished to or acquired by such Unitholder as a result of his or her employment with the Company and/or his or her ownership of Units.

(b) **Disclosures Required by Law**. If any Unitholder is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative

demand, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, such Unitholder will provide the Company with immediate notice of such requests so that the Company may seek an appropriate protective order or other appropriate remedy prior to the due date for responding to any such request. Subject to the foregoing, a Unitholder may furnish that portion of the Confidential Information that, in the written opinion of his or her counsel reasonably acceptable to the Company, such Unitholder is legally compelled or is otherwise required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that such Unitholder must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.

ARTICLE XII
MISCELLANEOUS

12.1 **Notices**. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (a) either by actual delivery of the notice into the hands of the parties thereunto entitled, (b) or by the mailing of the notice in the U.S. mail, certified mail, return receipt requested; or (c) sent by nationally recognized, overnight delivery service, addressed to the Unitholder's and/or Company's address, as appropriate, which is set forth in this Agreement. The notice shall be deemed to be received in case (a) on the date of its actual receipt by the party entitled thereto and in cases (b) or (c) on the date of its mailing or deposit with such delivery service. The failure or refusal of any party to accept any notice given pursuant to this Section shall be conclusively deemed receipt thereof and knowledge of its contents.

12.2 **Application of Nevada Law; Venue**. This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Nevada, and specifically the Act without regard to conflicts of law principles. The parties hereto agree that any and all disputes arising from or related to this Agreement shall be resolved in the circuit courts located in DuPage County, Illinois or the federal courts located in Chicago, Illinois, as the case may be.

12.3 **Amendments**. This Agreement may be amended in writing by a majority of the Members holding Class B Units issued and outstanding; provided, however, that no amendment shall be permitted without the written consent of each Member affected thereby (the "*Affected Member*") if such amendment (1) increases the obligations of the Affected Member to make Capital Contributions, (2) increases the liability of the Affected Member, (3) alters the allocation to the Affected Member for tax purposes of any items of income, gain, loss, deduction, or credit, (4) alters the manner of computing the distributions to the Affected Member, (5) alters the voting rights of the Affected Member, or (6) modifies Section 9.7 or this

Section 12.3. If an amendment of this Agreement is approved as required by this Agreement, then this Agreement, as amended, shall be binding on all Members, regardless of whether such Members approved the amendment. Each Member hereby consents in advance to the amendment of **Exhibit A** to reflect changes thereto that have been otherwise approved as required under this Agreement.

12.4 **Execution of Additional Instruments**. Each Unitholder agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

12.5 **Construction**. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.6 **Headings**. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.7 **Waivers**. The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

12.8 **Rights and Remedies Cumulative**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

12.9 **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.10 **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

12.11 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile and electronic signatures shall be treated the same as an original signature for this Agreement.

12.12 **Entire Agreement**. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other

understandings or agreements between them. It contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12.13 **Initial Public Offering**

(a) *Initial Public Offering*. If at any time the Managers desires to cause (i) a Transfer of all or a substantial portion of (x) the assets of the Company or (y) the Units to a newly organized corporation or other business entity (an "*IPO Entity*"), (ii) a merger or consolidation of the Company into or with a IPO Entity, or (iii) another restructuring of all or substantially all the assets or Units of the Company into an IPO Entity, including by way of the conversion of the Company into a corporation (any such corporation also herein referred to as an "IPO Entity"), in any such case in anticipation of or otherwise in connection with an Initial Public Offering of securities of an IPO Entity or its affiliate (an "*Initial Public Offering*"), each Unitholder shall take such steps to effect such Transfer, merger, consolidation, conversion, or other restructuring as may be reasonably requested by the Managers, including executing and delivering all agreements, instruments, and documents as may be reasonably required and Transferring or tendering such Unitholder's Units to an IPO Entity in exchange or consideration for shares of capital stock or other equity interests of the IPO Entity, determined in accordance with the valuation procedures set forth immediately below.

(b) *Fair Market Value.* In connection with a transaction described in immediately above, the Managers shall, in good faith but subject to the following sentence, determine the fair market value of the assets and/or Units Transferred to, merged with, or converted into shares of the IPO Entity, the aggregate fair market value of the IPO Entity, and the number of shares of capital stock or other equity interests to be issued to each Unitholder in exchange or consideration therefor. In determining fair market value, (i) the offering price of the Initial Public Offering shall be used by the Managers to determine the fair market value of the capital stock or other equity interests of the IPO Entity and (ii) the distributions that the Unitholders would have received with respect to their Units if the Company were dissolved, its affairs wound up, and distributions made to the Unitholders in accordance with Section 10.3 shall determine the fair market value of the Units. In addition, any Units to be converted into or redeemed or exchanged for shares of the IPO Entity shall receive shares with substantially equivalent economic, governance, priority, and other rights and privileges as in effect immediately prior to such transaction (disregarding the tax treatment of such transaction).

(c) *Appointment of Proxy*. Each Unitholder hereby makes, constitutes, and appoints the Company, with full power of substitution and resubstitution, its true and lawful attorney, for it and in its name, place, and stead, and for its use and benefit, to act as its proxy in respect of any vote or approval of Members required to give effect to this Section 12.13(c). The proxy granted pursuant to this Section 12.13(c) is a special proxy coupled with an interest and is irrevocable.

(d) *Lock-Up*. Each Unitholder hereby agrees that in connection with an Initial Public Offering, and upon the request of the managing underwriter in such offering, such Unitholder shall not, without the prior written consent of such managing underwriter (i) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of, or otherwise dispose of, directly or indirectly, any Units (including any equity securities of the IPO Entity) held immediately before the effectiveness of the registration statement for such offering (whether such Units or Unit Equivalents or any such securities are then owned by the Member or are thereafter acquired), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Units (including equity securities of the IPO Entity) or such other securities, in cash or otherwise.

12.14 **REPRESENTATION**. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT HAS BEEN DRAFTED BY THE LAW FIRM MOMKUS LLP, LEGAL COUNSEL FOR WILDCAT INVESTMENTS L.L.C. AND RCS HOLDINGS LLC. EACH UNITHOLDER ACKNOWLEDGES AND AGREES THAT SUCH UNITHOLDER HAS BEEN INFORMED THAT SUCH UNITHOLDER MAY ARRANGE FOR REVIEW OF THIS AGREEMENT BY INDEPENDENT LEGAL COUNSEL CHOSEN BY SUCH UNITHOLDER. BY EXECUTION OF THIS AGREEMENT, EACH UNITHOLDER ACKNOWLEDGES THAT SUCH UNITHOLDER HAS EITHER RETAINED SEPARATE LEGAL REPRESENTATION IN CONNECTION WITH THE REVIEW OF THIS AGREEMENT OR HAS ELECTED TO PROCEED WITHOUT LEGAL REPRESENTATION.

[signature page follows]

EXECUTION VERSION

SIGNATURE PAGE TO
CRAVEWORTHY LLC
OPERATING AGREEMENT

MANAGERS:

Gregg Majewski

Larry G. Swets, Jr.

MEMBERS:

WILDCAT INVESTMENT, L.L.C.

By: Gregg Majewski
Its: Manager

FG MERCHANT PARTNERS, LP

By: Hassan Baqar, Chief Financial Officer
FG Financial Group, Inc., Manager
FG Merchant Partners GP, LLC, its General Partner

RCS HOLDINGS LLC

By: Gregg Majewski
Its: Manager

EXECUTION VERSION

EXHIBIT A TO OPERATING AGREEMENT OF CRAVEWORTHY LLC

Initial Membership Information

Name & Address	Initial Capital Contribution	Initial Number of Units	Class of Units	Initial Percentage Interest
Wildcat Investments L.L.C. 755 Schneider Dr. South Elgin, IL 60177	$12,200	3,050,000	Class B	34.86%
FG Merchant Partners, LP, a Delaware limited partnership 104 S. Walnut Street, Unit 1A Itasca, IL 60143	$12,000	3,000,000	Class B	34.29%
RCS Holdings LLC 755 Schneider Dr. South Elgin, IL 60177	$10,800	2,700,000	Class B	30.85%

EXECUTION VERSION

EXHIBIT B TO OPERATING AGREEMENT OF CRAVEWORTHY LLC

MAJOR EVENTS

(a) Incurring or refinancing any obligation of the Company for borrowed money (including capitalized lease obligations) or other indebtedness in excess of $1,000,000 in the aggregate;

(b) Making any advance or loan (or series of advances or loans) to, or assuming any liability from, any entity or person in excess of $1,000,000;

(c) Acquiring or purchasing any asset or making an expenditure (or series of acquisitions, purchases, or expenditures) for consideration in excess of $1,000,000 other than payroll and inventory acquisition in the ordinary course of business;

(d) Agreeing to any guarantee or endorsement, or commitment relating to a loan or guarantee, of any obligation of any entity or person that, individually or in the aggregate in excess of $1,000,000;

(e) Creating, incurring, assuming or suffering to exist any encumbrance of any kind on the Company's assets now owned or hereafter acquired;

(f) Transferring any asset of the Company for consideration in excess of $1,000,000 or that would result in a material change in the business operations of the Company;

(g) Initiating or settling any claim, suit, action, case, or proceeding in excess of $1,000,000 or the forgiveness of debt in excess of $1,000,000;

(h) Entering into any lease that requires an aggregate annual rental in excess of $1,000,000;

(i) Hiring any employee that is a related party of any Member, Manager, employee, representative or agent of the Company;

(j) Adopting any individual or group employee retirement plan or any other welfare benefit plan or policy, or any modifications thereto;

(k) Acquiring any stock, securities or other interest in any other entity by the Company (other than the acquisition of less than 1% of the publicly-traded securities of an entity solely for investment purposes), or forming or participating in any joint venture, partnership, or similar arrangement by the Company;

(l) Materially changing the type of business of the company from that in which it is then engaged;

(m) Engaging in any merger, consolidation, liquidation, conversion into another form of entity, sale or transfer of all or a material portion of the assets of the Company, or any

similar business combination or other transaction to which the Company is a party or to which the Company is otherwise subject;

(n) Engaging in an Initial Public Offering;

(o) Admitting a new Member or issuing any equity in the Company;

(p) Issuing or Redeeming any Units by the Company;

(q) Removing a Manager;

(r) Filing a voluntary proceeding under the U.S. Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, fraudulent conveyance, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally;

(s) Making any distribution to Unitholders, including but not limited to, any distribution under Section 7.1;

(t) Voting to dissolve, wind up and liquidate the Company, including but not limited to, such vote under Section 10.1; or

(u) Determining the number, tenure, removal, and election of any Officer, including but not limited to, all such other actions of the Managers under Article III.

EXECUTION VERSION

EXHIBIT C TO OPERATING AGREEMENT OF CRAVEWORTHY LLC

PROMISSORY NOTE

Principal Amount: $_____

Dated: _____

The undersigned, _____ ("Maker"), promises to pay to the order of _____ ("*Holder*"), the principal sum of _____ Dollars ($_____), with interest at the rate described in Paragraph 2 below:

1. **Place of Payment**. All payments shall be made to the Holder at such addresses designated by Holder from time to time.

2. **Interest**. The interest due on this Note shall be equal to the applicable federal rate, which rate is _____ percent (_____%). Interest shall begin to accrue as of the date of this Note.

3. **Payment**. The total principal and interest of this Note shall be payable in sixty (60) equal monthly installments, the first installment to be payable one (1) month from the date hereof and the remaining installments to be payable at the end of each succeeding month thereafter until the principal sum of this Note, and all accrued and unpaid interest, shall have been paid in full. The principal and any accrued and unpaid interest shall be paid on or before the five (5) year anniversary of the date of this Note.

4. **Security**. The obligations of Maker pursuant to this Note shall be secured by Maker's Membership Interests in Craveworthy LLC pursuant to a certain Pledge Agreement executed and delivered by Maker in the form of Exhibit A attached hereto.

5. **Prepayment**. This Note may be pre-paid in part or in full at any time without penalty.

6. **Acceleration**. It is understood and agreed that upon the occurrence of any Event of Default (as defined in section 7 herein), Holder may elect to accelerate the unpaid balance of the principal and all accrued interest due and declare the same payable at once without notice or demand on any party to this instrument.

7. **Events of Default**. The occurrence of any one or more of the following events with respect to Maker shall constitute an event of default hereunder ("*Event of Default*"):

(a) if Maker shall fail to pay when due any payment of principal or interest on

this Note;

(b) if, pursuant to the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "*Bankruptcy Law*"), Maker shall (i) commence a voluntary case or proceeding; (ii) consent to the entry of an order for relief against it in an involuntary case; (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) make an assignment for the benefit of its creditors; or (v) admit in writing its inability to pay its debts as they become due; or

(c) if a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Maker in an involuntary case; (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Maker or substantially all of Maker's properties; or (iii) orders the liquidation of Maker; provided that in each case the order or decree is not dismissed within 60 days.

8. **Remedies**. Upon the occurrence of any Event of Default (unless such Event of Default has been cured or waived by Holder), Holder may exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from Maker all sums due under this Note. Maker will pay all reasonable costs of collection, legal expenses and attorney's fees incurred or paid by Holder in collecting or enforcing this Note.

9. **Waiver of Protest**. Maker waives presentation of payment, notice of non-payment, protest, notice of protest and agrees to all extensions and renewals of this Note, without notice.

10. **Waiver**. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

11. **Governing Law**. This Note shall be governed by and construed in accordance with the laws of the State of Illinois, which laws shall govern and control the construction, enforceability, validity and interpretation of this Note, without regard to choice of law provisions of the State of Illinois. Maker and Holder irrevocably agree that all suits, actions, or other proceedings in any way, manner or respect, arising out of or from or related to this Note, shall be subject to litigation in courts located within Dupage County, Illinois. Maker and Holder hereby consent and submit to the jurisdiction of any local, state or federal courts located within Dupage County, Illinois.

_____

EXECUTION VERSION

Exhibit 1 to Promissory Note

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("*Agreement*") is effective as of the ___ day of _____, 20__, by and between _____, a _____ _____ (the "*Pledgor*") and _____ (the "*Pledgee*"):

RECITALS:

Pledgor has executed and delivered to Pledgee a certain promissory note in the principal sum of $_____. In exchange for Pledgee's acceptance of such promissory note, Pledgor desires to grant Pledgee a security interest in all of Pledgor's units in Craveworthy LLC, an Illinois limited liability company (the "*Company*"), as collateral security for the indebtedness now or hereinafter owed Pledgee by Pledgor.

It is therefore agreed:

1. **Recitals**. The Recitals set forth above are a material part of this Agreement and the same are hereby incorporated by reference herein as if set forth verbatim.

2. **Pledge**. The Pledgor hereby grants a security interest to the Pledgee in instruments of the following description: all of Pledgor's units of the Company (or any successor to the Company), held from time to time by Pledgor (the "*Pledged Units*"). The Pledgor appoints the Pledgee his attorney to arrange for a legend with respect to the Pledged Units to be placed on the books of the Company in the name of the Pledgee. The Pledgee shall hold the Pledged Units as security for the repayment of all indebtedness now or hereinafter owed Pledgee from time to time by Pledgor, and shall not encumber or dispose of the Pledged Units except in accordance with the provisions of section 7 of this Agreement. Upon execution of this Agreement, Pledgor shall deliver a unit power in blank in favor of the Pledgee in the form attached in Exhibit A with respect to the Pledged Units.

3. **Dividends**. Except as provided in Section 4, so long as Pledgor is not in default of the terms of: (1) this Agreement; or (2) the promissory note by and between Pledgor and Pledgee dated as of even date herewith (the "*Note*") during the term of this pledge, all dividends and other amounts received by the Pledgor as a result of Pledgor's record ownership of the Pledged Units shall not be subject to the terms of this Agreement.

4. **Voting**. During the term of this pledge and subject to the terms of Company's Operating Agreement, and so long as the Pledgor is not in the performance of any of the terms of: this Agreement or (2) the Note, Pledgor shall have the right to vote the Pledged Units on all corporation questions.

5. **Adjustments**. In the event that, during the term of this pledge, any dividend, reclassification, readjustment, or other change is declared or made in the Class A structure of the Company, all new, substituted, and additional units, or other securities, issued by reason of any

such change shall be held by the Pledgee under the terms of this Agreement in the same manner as the Pledged Units originally pledged hereunder.

6. **Warrants and Rights**. In the event that during the term of this Agreement, subscription warrants or any other rights or options shall be issued in connection with the Pledged Units, such warrants, rights, and options shall be immediately assigned by the Pledgee to the Pledgor, and if exercised by the Pledgor, all new Units or other securities in the Company (or such applicable successor entity), however acquired by the Pledgor, shall be immediately assigned to the Pledgee to be held under the terms of this Agreement in the same manner as the Pledged Units.

7. **Payment of Indebtedness**. Upon payment at maturity of all indebtedness now or hereinafter owed by Pledgor to Pledgee, less amounts theretofore received and applied by the Pledgee in reduction thereof, the Pledgee will release to the Pledgor all of the Pledged Units and all rights received by the Pledgee as a result of this Agreement.

8. **Default**. In the event that the Pledgor defaults in the performance of any of: (1) the terms of this Agreement or (2) the Note, the Pledgee shall have the rights and remedies provided in the Uniform Commercial Code in force in the State of Illinois and in this connection, the Pledgee may, upon five days' notice to the Pledgor, sent by registered mail, and without liability for any diminution in price which may have occurred, sell all the Pledged Units in such manner and for such price as the Pledgee may determine, and in addition thereto Pledgee shall be entitled to register the Pledged Units in Pledgee's name or in the name of Pledgee's nominee and exercise all corporate rights with respect thereto without liability therefor except to account to Pledgor for property actually received by it in respect of the Pledged Units as a result thereof. At any bona fide public sale, the Pledgee shall be free to purchase all or any part of the Pledged Units. Out of the proceeds of any sale, the Pledgee may retain an amount equal to the principal and interest then due on all indebtedness owed Pledgee by Pledgor, plus the amount of the expenses of the sale, and shall pay any balance of such proceeds to the Pledgor. In the event that the proceeds of any sale are insufficient to cover all indebtedness owed Pledgee by Pledgor plus expenses of the sale, the Pledgor shall remain liable to the Pledgee for any deficiency.

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

PLEDGEE: **PLEDGOR:**

_____ _____

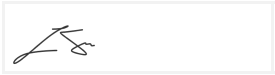
citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
67044ADF-F800-46FE-8485-BF7618A933FB

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 67044ADF-F800-46FE-8485-BF7618A933FB	**Document Name** 2023-01-01 Craveworthy Operating Agreement Final
Transaction Type Signature Request	**Filename** 2023-01-01_craveworthy_operating_agreement_final_.pdf
Sent At 01/11/2023 16:41 EST	**Pages** 43 pages
Executed At 01/12/2023 16:22 EST	**Content Type** application/pdf
Identity Method email	**File Size** 189 KB
Distribution Method email	**Original Checksum** 0c5e3da65417e2b7b2430840f91317a8c689cc20658d2ad290b1307920c089ee
Signed Checksum 67c67ad9933d7682650db87b9fc308ca030ca17ac229f031e619ec90f028cfe9	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Larry Swets	**Status** signed	**Viewed At** 01/12/2023 16:19 EST
Email lswets@itascafinancial.com	**Multi-factor Digital Fingerprint Checksum** 10620e48166e5536fb8d0223932ee0a8bf8757f2c0f38630e44a829861a2a704	**Identity Authenticated At** 01/12/2023 16:22 EST
Components 1	**IP Address** 24.13.165.216	**Signed At** 01/12/2023 16:22 EST
	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID A5198FA2	
	Signature Biometric Count 76	
Name Hassan Baqar	**Status** signed	**Viewed At** 01/12/2023 16:07 EST
Email hbaqar@sequoiafin.com	**Multi-factor Digital Fingerprint Checksum** d3ac8acb3945223bef5245b127674a115a802a6235fe3973b803bb8c3c41ad63	**Identity Authenticated At** 01/12/2023 16:07 EST
Components 1	**IP Address** 24.13.165.216	**Signed At** 01/12/2023 16:07 EST
	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID 3F3E4F52	
	Signature Biometric Count 80	
Name Gregg Majewski	**Status** signed	**Viewed At** 01/11/2023 16:53 EST

Email
gregg@wildcatinvst.com

Components
3

Multi-factor Digital Fingerprint Checksum
3e32c7c8f108f79493b9e5e29b40a80b001190dafc2b7aee934b12d44fbf82bb

IP Address
173.165.65.137

Device
Mobile Safari via iOS

Drawn Signature

Signature Reference ID
07DCD24B

Signature Biometric Count
58

Identity Authenticated At
01/11/2023 16:53 EST

Signed At
01/11/2023 16:53 EST

AUDITS

TIMESTAMP	AUDIT
01/11/2023 16:41 EST	Amy Taylor (ataylor@momkus.com) created document '2023-01-01_craveworthy_operating_agreement_final_.pdf' on Chrome via Windows from 69.8.122.92.
01/11/2023 16:41 EST	Hassan Baqar (hbaqar@sequoiafin.com) was emailed a link to sign.
01/11/2023 16:41 EST	Larry Swets (swetsholdings@gmail.com) was emailed a link to sign.
01/11/2023 16:41 EST	Gregg Majewski (gregg@wildcatinvst.com) was emailed a link to sign.
01/11/2023 16:53 EST	Gregg Majewski (gregg@wildcatinvst.com) viewed the document on Mobile Safari via iOS from 173.165.65.137.
01/11/2023 16:53 EST	Gregg Majewski (gregg@wildcatinvst.com) authenticated via email on Mobile Safari via iOS from 173.165.65.137.
01/11/2023 16:53 EST	Gregg Majewski (gregg@wildcatinvst.com) signed the document on Mobile Safari via iOS from 173.165.65.137.
01/12/2023 16:07 EST	Hassan Baqar (hbaqar@sequoiafin.com) viewed the document on Chrome via Windows from 24.13.165.216.
01/12/2023 16:07 EST	Hassan Baqar (hbaqar@sequoiafin.com) authenticated via email on Chrome via Windows from 24.13.165.216.
01/12/2023 16:07 EST	Hassan Baqar (hbaqar@sequoiafin.com) signed the document on Chrome via Windows from 24.13.165.216.
01/12/2023 16:09 EST	Amy Taylor (ataylor@momkus.com) modified the email for Larry Swets to 'lswets@itascafinancial.com'.
01/12/2023 16:09 EST	Amy Taylor (ataylor@momkus.com) modified a signer email for '2023-01-01_craveworthy_operating_agreement_final_.pdf' on Chrome via Windows from 69.8.122.92.
01/12/2023 16:09 EST	Larry Swets (lswets@itascafinancial.com) was emailed a link to sign.
01/12/2023 16:10 EST	Larry Swets (lswets@itascafinancial.com) was emailed a reminder.
01/12/2023 16:19 EST	Larry Swets (lswets@itascafinancial.com) viewed the document on Chrome via Windows from 24.13.165.216.
01/12/2023 16:22 EST	Larry Swets (lswets@itascafinancial.com) authenticated via email on Chrome via Windows from 24.13.165.216.
01/12/2023 16:22 EST	Larry Swets (lswets@itascafinancial.com) signed the document on Chrome via Windows from 24.13.165.216.

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of January 1, 2023, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of January 25, 2023 by and between the Company and WIO Franchising, Inc. ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired Three Million Five Hundred Thousand (3,500,000) Class A units of the Company, and in connection therewith, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

   WIO Franchising, Inc.
   2526 Hillsborough St, Ste 106
   Raleigh, NC 27607
   Telephone: (203) 910-9550
   Email: mensero@wingiton.com

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Nevada, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

WIO Franchising, Inc.

By: DocuSigned by: Matt Ensero F970270A84B5474...
Name: Matt Ensero
Title: President and CEO

Signature Page to WIO Franchising, Inc. Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022 as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 am on January 4, 2023, by and between the Company and SSC Hospitality LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 1,666,667 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

SSC Hospitality LLC

By: 
Name: Jared Leonard
Title: Manager

Signature Page to SSC Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023, by and between the Company and Itasca Financial 401K Trust ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 708,300 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

306 N. Maple Street
Itasca, IL 60143

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

ITASCA FINANCIAL 401K TRUST

By: _____
Name: Larry Swets, Jr.
Title: Trustee

Signature Page to Itasca Financial Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 am on January 4, 2023, by and between the Company and RHK Consulting Group LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 480,000 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

943 N. Wolcott Unit 1
Chicago, IL 60622

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

RHK CONSULTING GROUP LLC

By: robert kabakoff
Name: Robert Kabakoff
Title: Manager

Signature Page to RHK Consulting Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 am on January 4, 2023, by and between the Company and Stockbridge Restaurants LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 3,402,317 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

805 Stockbridge Drive
Carol Stream, Illinois 60188

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

STOCKBRIDGE RESTAURANTS LLC

By: _____
Name: Bijal Patel
Title: Sole Member

Signature Page to Stockbridge Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022 as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 am on January 4, 2023, by and between the Company and Wildcat Investments, LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 1,606,050 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

755 Schneider Drive
South Elgin, IL 60177

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

WILDCAT INVESTMENTS, LLC

By: Gregg Majewski
Name: Gregg Majewski
Title: Manager

Signature Page to Wildcat Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023, by and between the Company and Kristin Albert ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 100,000 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

Kristin Albert
2038 Jaguar Dr
Frisco, TX 75033

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

Kristin Albert

_____

Kristin Albert

Signature Page to Albert Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023, by and between the Company and B. McIntyre, LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 75,000 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

9868 Osprey Dr.
Fort Worth, Texas 76108

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

B. McIntyre, LLC

By: 
Name: Becca McIntyre
Title: Manager

Signature Page to B. McIntyre Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023, by and between the Company and Ellen Henry ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 12,500 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

Ellen J. Henry
1777 Timber Creek Road #2311
Flower Mound, Texas 75028

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

Ellen Henry

_____

Ellen Henry

Signature Page to Henry Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023, by and between the Company and Jester Investments LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 75,000 Class A Units from CravewCompanyorthy, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

216 N. Jester Ave.
Dallas, Texas 75211

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

Jester Investments LLC

By: _____
Name: Blake Johnson
Title: Manager

Signature Page to Jester Investments Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023, by and between the Company and LorCom LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 100,000 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

5511 Parkcrest Drive
Suite 103 #PMB 2357
Austin, TX 78731-4938

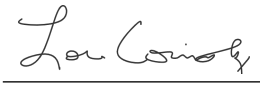
3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

LORCOM LLC

By: 
Name: Lori Cominsky
Title: Manager

Signature Page to LorCom Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 am on January 4, 2023, by and between the Company and Miller Scholtens, LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 75,000 Class A Units from Company, the Company requires Holder, as a holder of such Class A Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

208 9th Avenue
La Grange, Illinois 60525

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

Miller Scholtens, LLC

By: Cassie Miller
Name: Cassie Miller
Title: Manager

Signature Page to Miller Joinder Agreement

JOINDER TO OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of Craveworthy LLC, a Nevada limited liability company (the "*Company*"), dated as of December 31, 2022, as amended or restated from time to time, by and among the Members of the Company (the "*Agreement*"), is made and entered into as of 12:01 a.m. on January 4, 2023 by and between the Company and Wildcat Investments, LLC ("*Holder*"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired 12,500 Class A Units from Company, the Company requires Holder, as a holder of such Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. **Agreement to Be Bound.** Holder hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. **Members.** For purposes of Exhibit A of the Agreement, the address of the Holder is as follows:

5210 Prairie Creek Drive
Flower Mound, Texas 75028

3. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. **Counterparts.** This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Holder has executed this Joinder to the Limited Liability Company Operating Agreement of Craveworthy LLC as of the date set forth in the first paragraph hereof.

Allison Tompkins

_____

Allison Tompkins

Signature Page to Tompkins Joinder Agreement

EXHIBIT D
PITCH DECK

INTRODUCTION

DISCLAIMER

AN INVESTMENT IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF US AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD ONLY INVEST IN OUR SHARES IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD READ THE COMPLETE DISCUSSION OF THE RISK FACTORS SET FORTH IN THE PRIVATE PLACEMENT MEMORANDUM ("PPM").

A COPY OF THE PPM AND THE SUBSCRIPTION AGREEMENT SHALL BE DELIVERED TO EVERY PERSON SOLICITED TO BUY ANY OF THE SECURITIES HEREBY OFFERED, AT THE TIME OF THE INITIAL OFFER TO SELL.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE PPM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SEE RISK DISCLOSURE STATEMENTS IN THE PPM.

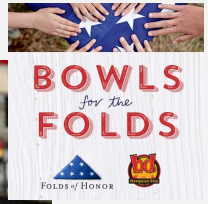

Creating truly unique and craveworthy experiences every day, every shift and at every turn.

OUR MISSION

Craveworthy Brands was founded in 2023 to invigorate and supercharge legacy brands while nurturing and growing emerging brands. With an industry facing unique disruptions, our founder saw an opportunity to build a restaurant company that could be genuinely different. We bring together diverse and complementary brands to be stronger together than they would be on their own.

Our goal is to create truly unique and craveworthy experiences every day, every shift and at every turn.

OUR VISION



COMMUNITY

Our family of brands have a common theme and succeed in the goal of creating craveworthy food and exceptional guest experiences. Our brands are active members in our communities and strive to give back every chance we get.

OPPORTUNITY

We are grateful for the opportunity to provide people with their first jobs or the next step in their careers. We help them develop the skills necessary to achieve greater success. Restaurants are only as good as the food they serve and the people they hire.

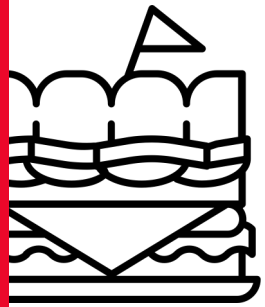
SUPPORT

We are creating a best-in-class support center with a suite of shared services to enable efficient operations. Each brand will maintain its distinct identity, while building building an organization with a shared cultural foundation.

COLLABORATION

We leverage all brand's strengths to drive success. We think differently about rewarding our guests, team, and investors. Our leadership fosters collaboration with our team, franchises, and key stakeholders.

THE CRAVEWORTHY STORY

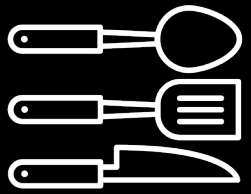


LEADERSHIP

Founded by Gregg Majewski, former CEO of Jimmy John's, and backed by a team with significant restaurant experience

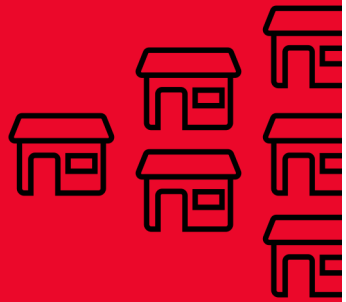
BRANDS

Launched Craveworthy with four brands primed for growth and cultivating additional brands



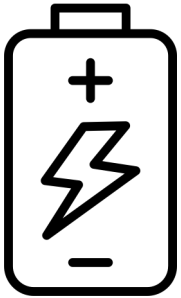
OPERATIONS

Platform focused on creating an unbeatable proposition for consumers & franchisees



GROWTH

Growing franchise count supported by additional Craveworthy-owned locations



SUPERCHARGE

Raising capital to supercharge growth through additional locations & acquisitions

CRAVEWORTHY BRANDS

LEGACY BRANDS[1]

GENGHIS GRILL®

BD's MONGOLIAN GRILL

FLAT TOP GRILL™

EMERGING BRANDS

THE BUDLONG™ HOT CHICKEN

krafted BURGER BAR + TAP

LUCKY CAT POKE COMPANY

WING IT ON!®

[1]To be acquired

INVESTMENT HIGHLIGHTS

Platform model with experienced team poised for growth

Demonstrated experience supercharging brands

Revitalized & growing legacy brands

Asset light franchise focused

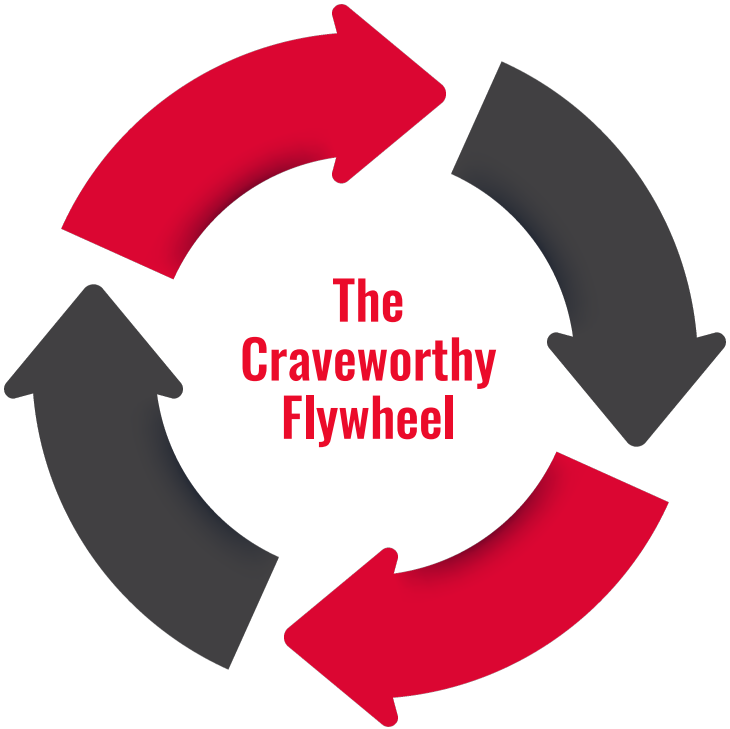
Royalty & franchise sale cash flow

Created & developing several emerging brands

Strong pipeline of franchises & brands

OUR STRATEGY

To grow a portfolio of diverse, relevant and highly efficient brands into an unbeatable proposition for both consumers and prospective franchisees.



REVITALIZE
Established, Legacy Brands

CREATE
New & Emerging Brands

SUPERCHARGE
Growth of All Brands

DEVELOP
Mid-size, Underdeveloped Brands

OUR OPERATING MODEL

Our formula for success is simple

OUR CRAVEWORTHY BRANDS

GENGHIS GRILL®

- Sold 24 franchises in 2022 & expect to eclipse this growth in 2023
- New store layout significantly reduces startup costs for franchisees & increases revenue per square foot
- Streamlined menu focused on value for customers & increased efficiencies for franchisees

BD's MONGOLIAN GRILL

- Asian stir-fry concept with elevated culinary experience
- New menu options focused on freshness & reduced costs for franchisees
- Revamped store layout in process & expect to have by end of 2023

FLAT TOP GRILL™

- Complete brand & menu refresh over
- Our most adventurous brand serves as testing ground for many new items including poke and ramen
- Built a strong following in the Midwest & primed for growth

WING IT ON!®

- Successful franchising initiative underway
- Low start-up costs & small footprint
- Inc. 5000 list of America's "Fastest-Growing Private Companies" in 2022
- "America's #1 Buffalo Sauce" at the 2022 U.S. Chicken Wing Eating Championship

THE BUDLONG™ HOT CHICKEN

- Primed for significant growth – updates coming soon
- Celebrated, Chicago-based Nashville hot chicken concept
- New menus to reduce costs & drive customer growth
- New store layout lowers initial franchise costs & increases sales per square foot

krafted BURGER BAR + TAP

- Founded with awarding winning Chef Robert Kabakoff
- Recently opened Second location in Elmhurst, IL
- Additional Craveworthy-owned locations in development

LUCKY CAT POKE COMPANY

- Fast & delicious poke using the freshest ingredients available
- First location opening 2023
- Launching menu availability through ~55 ghost-kitchen locations in 2023

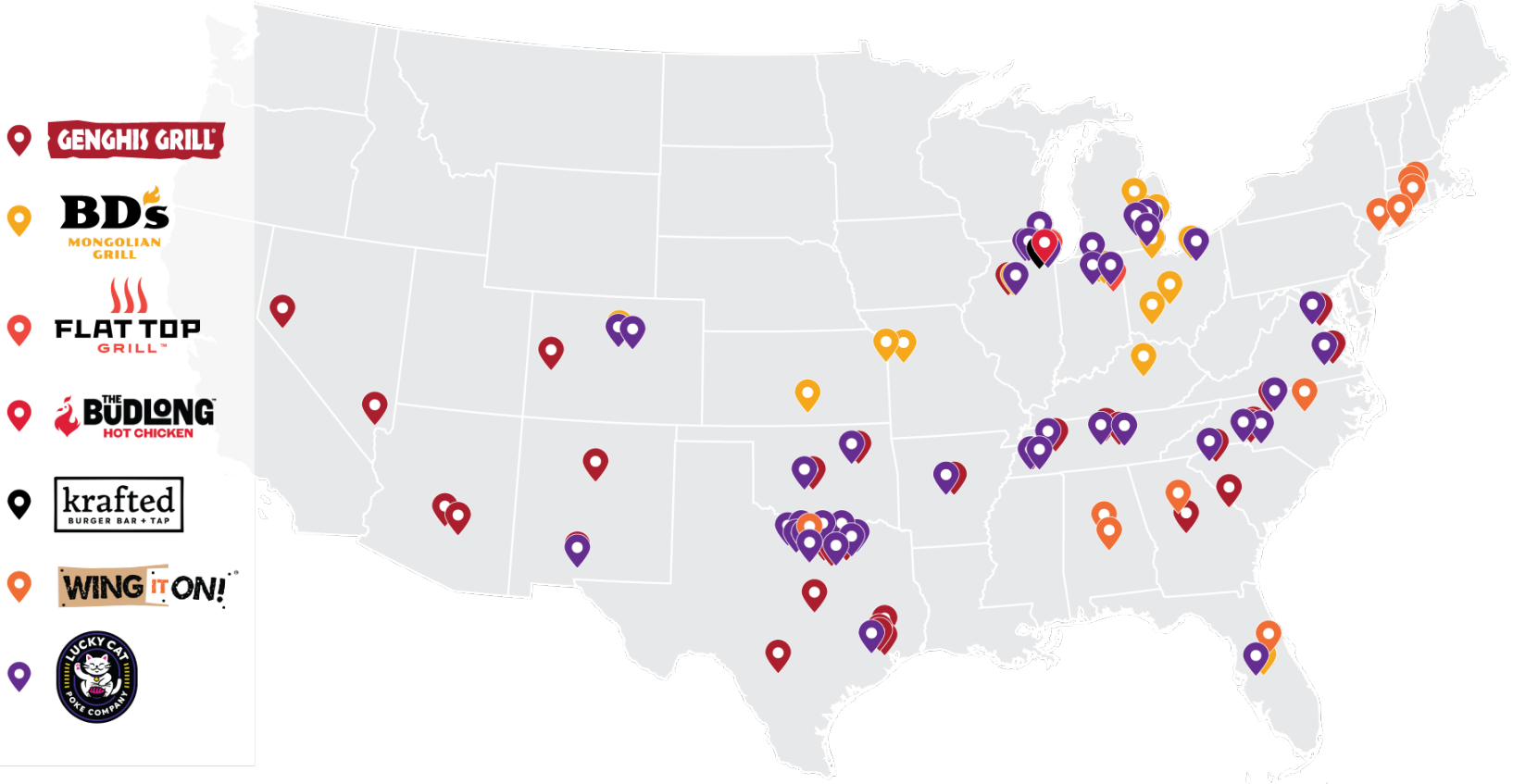
OUR BRANDS

We believe our brands have the potential for significant growth

Brand	Corporate Stores	Franchise Stores	In Development	Average Unit Volume[2]
GENGHIS GRILL	33	21	24	$1.1M
BD's MONGOLIAN GRILL	7	10	Coming 2023	$1.8M
FLAT TOP GRILL	5	Coming 2023	Coming 2023	$1.6M
WING IT ON!	Coming 2023	13	18	$800K
THE BUDLONG HOT CHICKEN	4	Coming 2023	Coming 2023	$900K
krafted BURGER BAR + TAP	2	Coming 2023	Coming 2023	$1.75M
Lucky Cat POKE CO.	Coming 2023	Coming 2023	55+[1]	$750K

[1]Includes ghost kitchen locations
[2]Based on run rates or estimates for new brands

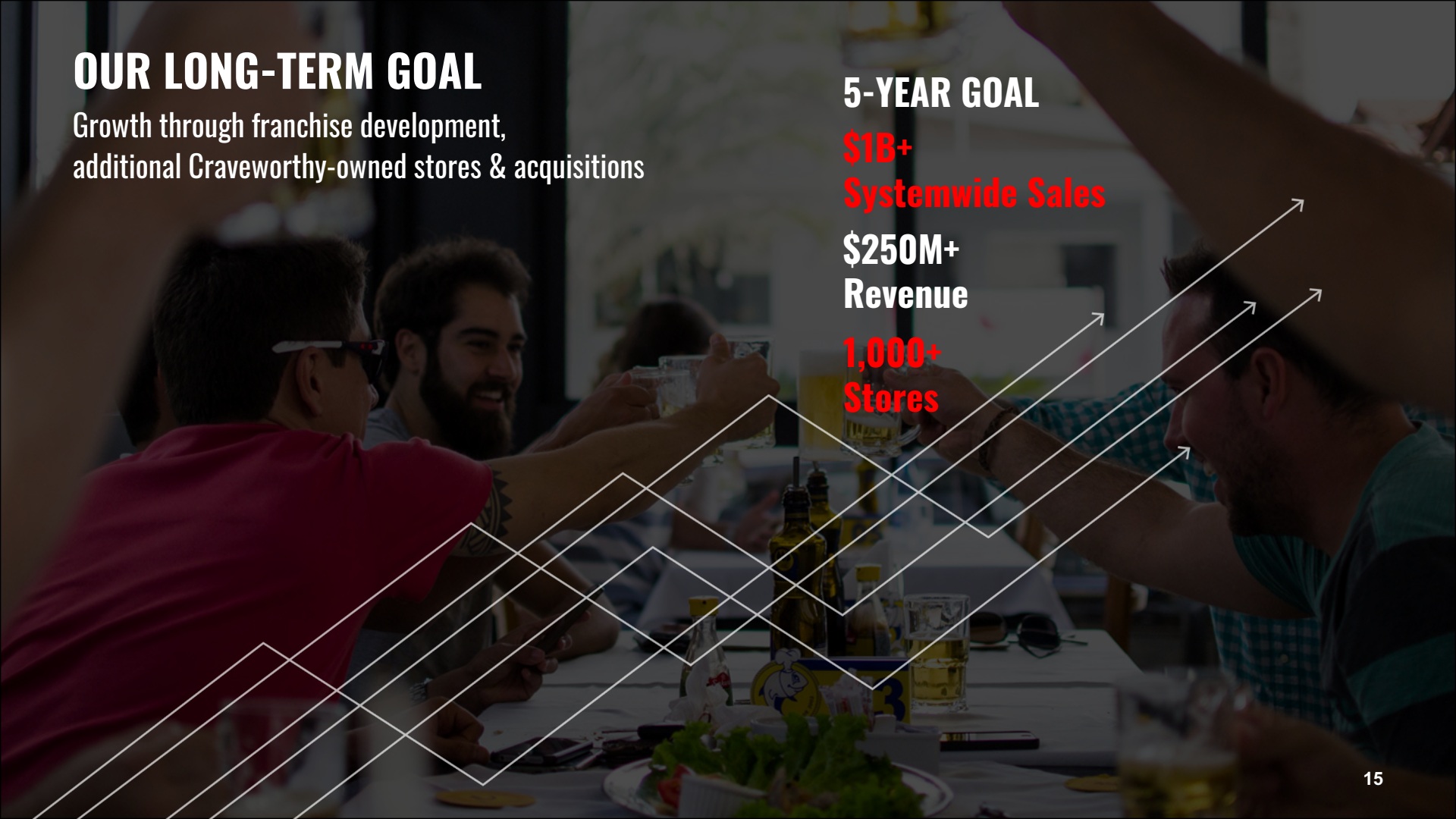
LOCATIONS



*New brand opening in 2023

OUR LONG-TERM GOAL

Growth through franchise development,
additional Craveworthy-owned stores & acquisitions



5-YEAR GOAL

$1B+
Systemwide Sales

$250M+
Revenue

1,000+
Stores

OUR LEADERSHIP

Gregg Majewski

Chief Executive Officer & Founder

- 23+ years in the food & beverage industry in founder and senior executive roles
- Founder of Wildcat Investments
- Former CEO of Jimmy John's Gourmet Sandwiches
  - Grew restaurants from 33 to 300 with another 600 sold
  - Implemented and restructured company-wide operational standards
  - Shifted marketing strategies to "Freaky Fast" delivery
- Established a resounding executive career focused on:
  - Conceptualizing and growing emerging brands
  - Revitalizing legacy brands

OUR LEADERSHIP TEAM

Robert Kabakoff

Craveworthy Creator Chef

- 10+ years as corporate executive chef and director of culinary training for Houston's Hillstone Restaurant Group
- Developed efficient kitchen and contract management models
- Winner of the American Culinary Federation's National Championship and Wild Game National Championship

Neil Quinn

Chief Financial Officer

- Former Chief Financial Officer for Mazzetta Company, one of the largest importers and producers of frozen seafood
- More than two decades of leadership and executive experience with McDonald's Corporation

Lori Cominsky

VP Operations & Training

- Decades of operations experience in the industry including Operations Services for Roti Modern Mediterranean
- VP of Operations for Protein Bar and Kitchen
- Leads store-level initiatives, store openings, training, and Craveworthy building and profitability efforts

Gregg Majewski is employed at Craveworthy. All other team members are employed at the subsidiary level.

OUR LEADERSHIP TEAM

Blake Johnson

VP Marketing

- Genghis Grill brand marketing
- Marketing and operations with El Fenix & Snuffer's and with emerging multi-unit brands including Taqueria La Ventana, Village Burger Bar and Meso Maya
- Led digital marketing for national fast-casual chain Newk's Eatery

Becca McIntyre

VP Culinary & Supply Chain

- Leadership roles with Genghis Grill for 7 years
- Decades of experience in culinary, supply chain management and operations
- Previously with Ignite Restaurant Group and TGI Fridays

Jason Levinson

VP Technology & IT

- Leads IT and Technology for all Craveworthy's portfolio brands
- Formerly led technology for Giordano's Pizza and First Watch Restaurant
- Over two decades of experience with both large and mid-sized restaurant brands

Gregg Majewski is employed at Craveworthy. All other team members are employed at the subsidiary level.

OUR LEADERSHIP TEAM

Cassie Miller

Sr. Director of Training & Operations Services

- Leads all training and operations services for Craveworthy's portfolio of brands for over 6 years
- Previously led operations, training and marketing for Flat Top Grill and Stir Crazy concepts, before their Craveworthy acquisitions

Rich Guckel

Director of Franchising

- Led Franchising growth and outreach for Craveworthy since 2019
- Over two decades of experience in the industry
- Previously leading franchising, operations and development for Einstein Noah Restaurant Group and Le Duff America

Kristin Albert

Director of Operations

- Leads Operations for the Genghis Grill brand and its 50+ locations throughout the country
- Director of Operations for over a decade with Bottleneck Operations' portfolio of brands

Gregg Majewski is employed at Craveworthy. All other team members are employed at the subsidiary level.

OUR LEADERSHIP TEAM

Matt Ensero

President, Wing It On!

- CEO & Founder of Wing It On!
- Developed the award-winning franchise system from a single store to operating in 8 states
- Vision for creating value through a diverse menu and strong, repeatable franchise operations standards

Justin Egan

VP Marketing, Franchise Development & Digital Strategy

- Led marketing strategy and growth of Wing It On! since 2018
- Over two decades of experience in the industry
- Marketing manager at The Hartford, launching new brands, products and services with digital campaign expertise

IN THE NEWS

CraveWorthy Brands

MENU RESTAURANT BUSINESS SUBSCRIBE

OPERATIONS

FORMER JIMMY JOHN'S CEO LAUNCHES NEW PLATFORM FOR GROWING FAST-CASUAL BRANDS

Gregg Majewski partnered with FG Financial Group Inc. to create the new Craveworthy LLC.

By Lisa Jennings on Jan. 27, 2023

Restaurant Business

MENU Nation's Restaurant News SEARCH

Craveworthy is the second project in FG Financial's newly formed merchant banking division, and includes Chicago-based Budlong Hot Chicken and Krafted Burger + Tap, Raleigh, N.C.-based Wing it On, and newly formed concept, the Lucky Cat Poke Company, which will open its first location in 2023, along with 50 ghost kitchens.

FINANCE > MERGERS & ACQUISITIONS

FG Financial and former Jimmy John's CEO form Craveworthy restaurant group

The four starter brands include Wing It On, Krafted Burger + Tap, Budlong Hot

Nation's Restaurant News

Nation's Restaurant News

GENGHIS GRILL®

Launched 24 years ago in Dallas, Texas, Genghis Grill offers fans broad appeal and caters to various flavor preferences and lifestyles by offering keto, gluten-free, low-carb, vegan and vegetarian options.

PRESS RELEASE

NEWS > FAST CASUAL

Established Genghis Grill Franchisee invests in brand's new development

Franchising.com

Home: News: Genghis Grill:

Genghis Grill Introduces New Franchisee Incentive

By: Genghis Grill | 26 Shares 370 Reads

Leading Create-Your-Own Bowl Concept Prioritizes Franchising with Waived and Reduced Franchise Fees

March 28, 2022 // Franchising.com // DALLAS - Genghis Grill (Genghis), the nation's leading create-your-own bowl concept with locations across the southern United States, has announced a new single and multi-unit franchisee incentive.

The offering is available for new qualified single and multi-unit franchise hed,

franchising.com

QSR Magazine

QSR®

Former Jimmy John's CEO Creates New Fast-Casual Group

The platform, with two existing restaurants and two new concepts, wants to enter the M&A market as well.

FAST CASUAL | JANUARY 26, 2023 | BEN COLEY

FranchiseFocus

"You have to have a plan and you have to have people to execute the plan. You have to have strategy and culture around the plan."

MICHAEL MABRY *president, Famous Tootsery*

mous with great customer service, and a "Be Famous with us" franchisee initiative.

"We can't outpace our people and we can't outpace the brand," Mabry said.

Mastering 'thoughtful growth'

Pacing is important, as it's better to prepare franchisees for growth instead of simply signing deals.

"We talk about thoughtful growth," said Jim Metevier, president and COO of Mountain Mike's Pizza. "We are not here to get a bunch of numbers and look good as a brand."

To help franchisees avoid development pitfalls, the Newport Beach, Calif.-based Mountain Mike's works with owners on market planning and identifying areas where they have presence and the brand has opportunity.

"We started a development function two years ago," Metevier said. "Every site a franchisee brings to us we bring to our development action committee, and we make sure we feel confident this is going to be an opportunity that ticks all the boxes to be successful."

Purchasing power

Mountain Mike's also has construction managers and approved architects and general contractors who know how to build out the brand's locations and can help ease the process for new franchisees.

On the equipment side, Mountain Mike's offers a plug-and-play package so franchisees can bypass supply chain issues.

"We can leverage our size and our strength and buying power," Metevier said. "We place the order for large equipment from when we sign the deal, and we have an eight to ten month lead time."

Genghis Grill has a similar plan-ahead approach with helping franchisees manage the equipment buying process.

"We use a company that helps us procure all our equipment," said Gregg Majewski, CEO of Genghis Grill. "Where we end up is usually 24 to 25 weeks, which is an acceptable number."

The Dallas-based brand has also helped franchisees with other tasks such as site selection.

"You need to walk people through because you get people who have never done this before," Majewski said. "Franchising was always meant to be about getting people into the industry. If they are successful with that one store, they will become best franchisee because they want to open more."

Flexibility is key

Whether the franchisee is new or experienced, a little support, and patience, can help.

Andy's Frozen Custard currently has 115 locations with 60 in development. Some are going to take longer to open than expected, and corporate is trying to help franchisees as they overcome obstacles.

"We continue to see delays in construction due to material and equipment constraints, delays for permitting and licensing due to staffing constraints in jurisdictions and more," Andy Kuntz, owner and CEO, said.

"Like most franchisors in our space, we have remained flexible in opening store requirements as it relates to agreements and expectations," he added.

SPEC 22 • FFS

Franchise Focus