

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

Michael Tate, Joseph Shuster, Lyle  
Evanson and Jack Ayers, individually  
and on behalf of all other individuals  
similarly situated,

Civil File No. 09-cv-02076 MJD/JJG

Plaintiffs,

v.

Restaurant Technologies, Inc.,  
Parthenon Capital LLC, Jeffrey R.  
Kiesel, John C. Rutherford, Jonathan  
O. Grad, Zachary F. Sadek, Phillip A.  
Clough, Robert E. Weil,

Defendants.

ORDER IN ARBITRATION

During the week of October 11, 2010, the parties came before the undersigned acting pursuant to the parties' agreement and the approval of the Court that he arbitrate any disputes in respect to the class action settlement described in the Stipulation of Settlement dated September 27, 2010. Appearing in telephone conference and multiple written submissions were Robert Moilenan and Nathan Brennan for Plaintiffs, and Michelle Grant and James Langdon for Defendants. On the submissions and argument of counsel, and the files and proceedings herein, the undersigned makes the following

**ORDER**

The Notes to memorialize the debt obligations of RTI to the class shall be in the forms set out below.

Dated: October 15, 2010

**Richard B. Solum**

Arbitrator

**The security represented by this instrument has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state and may not be sold, transferred, hypothecated or otherwise assigned except pursuant to a registration statement with respect to such security which is effective under such act and under any applicable state securities laws unless, in the opinion of counsel reasonably satisfactory to RTI (as defined below), an exemption from the registration requirements of such act and state securities laws is available.**

**The obligations represented hereby are subordinated to the Primary Note Obligations (as defined herein) as set forth in Section 10 of this Non-Recourse Promissory Note.**

### **PROMISSORY NOTE**

**\$1,400,000.00**

Minneapolis, Minnesota  
\_\_\_\_\_, 2010

**1. Agreement to Pay.** FOR VALUE RECEIVED, the undersigned, Restaurant Technologies, Inc. (“RTI”) a Delaware corporation (hereinafter referred to as the “*Promisor*”), whose mailing address is 3711 Kennebec Drive, Suite 200, Eagan, MN 55122, hereby solely agrees and promises to pay to Michael Tate, Joseph Shuster, John Ayers and Lyle Evanson, in their capacity as representatives of the Settlement Class (collectively, the “*Holder*s”) as defined in the Stipulation of Settlement dated September 27, 2010 between the parties to the action captioned *Tate et al. v. Restaurant Technologies, Inc., et al.*, No. 09-cv-2076 (the “*Stipulation of Settlement*”) (as under the Stipulation of Settlement no party to the action other than RTI is liable for the payment hereunder), at the offices of Class Counsel Anthony Ostlund Baer & Louwagie P.A. at 90 South Sixth Street, Suite 3600, Minneapolis, MN 55402, the principal sum of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), together with interest on the unpaid principal balance at the rate provided for herein. Payment shall be made by wire transfer, according to the instructions to be supplied by the *Holder*s, into the Settlement Account.

**2. Maturity Date and Obligations of Payment.** Principal and interest owing under this Note shall be payable the earlier of (i) June 1, 2014; or (ii) in the event the price of a Sale of RTI occurring before June 1, 2013, is in excess of the Primary Note Obligation, then the date of closing of such Sale. As used herein, “*Primary Note Obligation*” means those note obligations to RTI’s primary lenders as defined in that certain Amended and Restated Note Purchase Agreement, dated as of May 9, 2008 (as amended, restated, supplemented or otherwise modified from time to time) (the “*Note Purchase Agreement*”) by and among RTI, Sankaty Advisors, LLC, a Delaware limited

liability company in its capacity as collateral agent under the Note Purchase Agreement and the purchasers party thereto (collectively referred to as the “Primary Noteholders”). For purposes of this Section 2 and Section 10 below, the Primary Note Obligation shall be in the amount of unpaid principal and interest as of the date of this Note, plus (i) any expenses provided by such Note Purchase Agreement; (ii) additions of unpaid interest accruing from the date of this Note; (iii) up to \$3 million (or such greater amounts as have been subject to notice to Holders and approval by the United States District Court for the District of Minnesota) in protective advances by the Primary Noteholders, including, without limitation, amounts advanced by the Primary Noteholders to cover costs of conserving, protecting, insuring, storing, processing, maintaining or otherwise preserving or enhancing the value or collectability of any collateral for the Primary Note Obligations; and (iv) any additional amounts of indebtedness only if such increased indebtedness is in accordance with the requirements of Section 9.2 of the Stipulation of Settlement, which requirements shall continue in full force and effect. If RTI is sold before June 1, 2013 for a price in excess of \$170 million, then the satisfaction of this Note shall be by Promisor, on the closing date of such sale, paying seven percent (7%) of the gross Sales Proceeds in excess of \$150 million, as described in the Stipulation of Settlement. So long as there is unpaid indebtedness under the Primary Note Obligation, there shall be no payment on this Note except as provided in this Section 2 or as consented to by the Primary Noteholders, and in the event of any such payment except as provided in this Section 2 or as consented by the Primary Noteholders, all amounts thereof shall be held in trust by the Holders for the benefit of the Primary Noteholders, and shall be paid over to the Primary Noteholders for application to the Primary Note Obligation to the extent necessary to make payment in full in cash of such Primary Note Obligation remaining unpaid after giving effect to all concurrent payments and distributions to the Primary Noteholders.

**3. Interest Rate.** The outstanding principal balance hereof shall bear simple interest at the rate of three percent (3%) per annum (hereinafter referred to as the “*Regular Rate*”). Interest shall be computed on the basis of a 360-day year, but shall be charged on the actual number of days principal remains unpaid.

**4. Default Rate.** Upon the occurrence of Default (as hereinafter defined) the interest rate shall thereafter increase and shall be payable on the whole of the unpaid principal balance at a rate equal to five percent (5%) per annum in excess of the Regular Rate (hereinafter referred to as the “*Default Rate*”), which Default Rate shall be effective as of the date of the occurrence of such Default. The Default Rate shall continue until payment in full of all indebtedness evidenced by this Note.

**5. Settlement Documents.** This Note is given as part of a settlement agreement, as evidenced in the Stipulation of Settlement, Order Granting Preliminary Approval to Stipulation of Settlement and the Final Order Approving the Settlement (hereinafter referred to as the “*Settlement Documents*”), which Settlement Documents are incorporated herein by reference as fully and with the same effect as if set forth herein at length. All capitalized terms used herein shall have the same meanings as those set forth in the Stipulation of Settlement unless expressly provided to the contrary.

**6. Default.** Subject to Section 10, the failure to pay the amount due under this Note upon Maturity Date shall constitute a default (“Default”), and the entire unpaid principal balance together with accrued interest (at the Default Rate) shall thereafter become, without further notice, immediately due and payable; provided, however, that any payment occurring pursuant to a Default will not affect the payment to the Class of seven percent (7%) of the gross Sale Proceeds in excess of \$150 million, as described in the Stipulation of Settlement. The failure to comply with Section 9 of the Stipulation of Settlement and to cure any such failure within ten business days from the date of written notice or such failure, shall also constitute Default, and upon a finding of such a failure by the United States District Court for the District of Minnesota or arbitrator, the Default Rate, as of the date of such failure and continuing until such failure is fully cured, and all related attorneys fees and costs of the Holders, shall be added to the amount owed under this Note and payable at the Maturity Date.

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

**8. Prepayment.** Subject to Section 10, the Promisor may prepay this Note in full or part, at any time prior to the Maturity Date.

**9. Costs of Collection.** The Promisor agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Holders’ rights hereunder (other than Holders’ rights with respect to the Primary Noteholders set forth in Section 10) after the Maturity Date of this Note, the Promisor will pay to the Holders the costs (including reasonable attorneys’ fees and court costs prior to trial, at trial and on appeal, or in any bankruptcy proceeding) and other reasonable out-of-pocket expenses incurred in connection therewith.

**10. Subordination.** Notwithstanding anything contained in this Note that may be to the contrary, the Holders, by acceptance of this Note, agree and acknowledge that the payment of this Note and the rights and remedies of the Holders thereunder are subordinate to the bankruptcy priorities set out in this Section 10 in favor of the Primary Noteholders, which Noteholders are acknowledged to be beneficiaries of the provisions of this Section 10. As to any distribution of assets of RTI upon any dissolution, winding up, total or partial liquidation or reorganization of RTI, whether voluntary or involuntary, in bankruptcy, insolvency, receivership or similar proceeding or upon assignment for the benefit of creditors, prior to June 1, 2014, the Primary Noteholders shall be entitled to receive payment in full in cash of the Primary Note Obligation before the Holders are entitled to receive or retain any payment on account of RTI’s obligations pursuant to this Note. In the event any payment is made to the Holders which is not made pursuant to Section 2 above or which is prohibited by the provisions of this Section 10, the same shall be held in trust for the benefit of the Primary Noteholders in respect to the Primary Note Obligation. In all events, the Holders of this Note and the obligations hereunder shall have superiority to any equity holders of RTI, who shall not be paid any amounts on account of their equity ownership until the obligations under this Note have been fully satisfied.

This Note is unsecured. The Holders agree that so long as there are amounts owed under the Primary Note Obligation, (i) they will not seek to obtain any payment, or any judgment, attachment or judgment lien with respect to any payment, under this Note except in respect to payment due or in default as provided by the terms of this Note; and (ii) they will not seek or accept any security for this Note.

**11. Successors and Assigns.** This Note shall be the obligation of Promisor, shall be binding upon its successors and assigns and shall inure to the benefit of the Holders and the Settlement Class. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Promisor without the prior written consent of the Holders.

**12. Third Party Beneficiaries; No Amendment.** The Primary Noteholders are intended third-party beneficiaries with respect to the matters set forth in Section 2 and Section 10 of this Note and shall be entitled to enforce their rights hereunder at the direction of the Required Noteholders (as defined in the Note Purchase Agreement). The Holders acknowledge and agree that at all times prior to the payment in full in cash of the Primary Noteholder Obligation, the Holders shall not, without the prior written consent of the Required Noteholders, agree to any amendment, restatement, modification or supplement to this Note if any such amendment, restatement, modification or supplement would in any manner diminish the rights of the Primary Noteholders as provided in this Note. RTI and each Holder waives, to the fullest extent permitted by applicable law, trial by jury in any litigation with the Primary Noteholders in any court with respect to or arising out of this Section, Section 2 or Section 10 of this Note. Upon a breach of any obligation under this Section, Section 2 or Section 10 of this Note by any of RTI or any Holder, the Primary Noteholders shall have all rights and remedies for damages in law or equity or otherwise. RTI further agrees to pay the Primary Noteholders' costs of enforcing the provisions of this paragraph and Sections 2 and 10 of this Note (including reasonable attorney's fees).

**13. Time.** Time is of the essence of this Note and each of the provisions hereof.

**14. Governing Law.** This Note shall be governed and construed in accordance with the laws of the State of Minnesota.

**15. Severability.** If any term or provision of this Note is deemed invalid, the validity of all other terms and provisions hereof shall in no way be affected thereby.

**16. Disbursement.** Funds shall be disbursed by Promisor by wire transfer to the Settlement Account; such funds shall be deemed to have satisfied the obligations of this Note only upon verified receipt of such funds by the Holders, notwithstanding the date of wire transfer.

**17. Captions.** The captions to the Sections of this Note are for convenience only and shall not be deemed part of the text of the respective Sections and shall not vary, by implication or otherwise, any of the provisions of this Note.

**18. Jurisdiction and Venue.** Any dispute concerning the interpretation or enforcement of any provisions or obligations related to this Note shall be exclusively cognizable in the United States District Court for the District of Minnesota unless such Court lacks subject matter jurisdiction, in which case in the Minnesota District Court located in Hennepin County, Minnesota. Notwithstanding the immediately preceding sentence, there is no jurisdiction or venue agreement in respect to matters (i) cognizable in any pending bankruptcy proceeding of RTI, or (ii) between the Primary Noteholders and RTI. Nothing in this paragraph is meant to prejudice the rights of any party relative to *forum non conveniens* or indispensable party motions.

**19. Cancellation.** After all principal and interest at any time owed on this Note has been paid in full, this Note will be surrendered to RTI for cancellation along with a customary form of payoff letter and release.

**20. Entire Agreement.** This Note and the Settlement Documents contain the entire agreement of the parties regarding the Note. Without limiting the generality of the foregoing, this Note and the Settlement Documents supersede any other document or communication exchanged by the parties in connection with the Note.

IN WITNESS WHEREOF, the Promisor has executed this Non-Recourse Promissory Note as of the date and year first above written.

RESTAURANT TECHNOLOGIES,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

\_\_\_\_\_

*Accepted and Agreed to by the Holders (including, without limitation, Sections 2, 10, and 12 of this Note):*

\_\_\_\_\_  
Michael Tate

\_\_\_\_\_  
Joseph Shuster

\_\_\_\_\_  
John Ayers

\_\_\_\_\_  
Lyle Evanson

**The security represented by this instrument has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state and may not be sold, transferred, hypothecated or otherwise assigned except pursuant to a registration statement with respect to such security which is effective under such act and under any applicable state securities laws unless, in the opinion of counsel reasonably satisfactory to RTI (as defined below), an exemption from the registration requirements of such act and state securities laws is available.**

**The obligations represented hereby are subordinated to the Primary Note Obligations (as defined herein) as set forth in Section 10 of this Non-Recourse Promissory Note.**

### **PROMISSORY NOTE**

**\$1,550,000.00**

Minneapolis, Minnesota  
\_\_\_\_\_, 2010

**1. Agreement to Pay.** FOR VALUE RECEIVED, the undersigned, Restaurant Technologies, Inc. (“RTI”) a Delaware corporation (hereinafter referred to as the “*Promisor*”), whose mailing address is 3711 Kennebec Drive, Suite 200, Eagan, MN 55122, hereby solely agrees and promises to pay to Michael Tate, Joseph Shuster, John Ayers and Lyle Evanson, in their capacity as representatives of the Settlement Class (collectively, the “*Holder*s”) as defined in the Stipulation of Settlement dated September 27, 2010 between the parties to the action captioned *Tate et al. v. Restaurant Technologies, Inc., et al.*, No. 09-cv-2076 (the “*Stipulation of Settlement*”) (as under the Stipulation of Settlement no party to the action other than RTI is liable for the payment hereunder), at the offices of Class Counsel Anthony Ostlund Baer & Louwagie P.A. at 90 South Sixth Street, Suite 3600, Minneapolis, MN 55402, the principal sum of One Million Five Hundred and Fifty Thousand and no/100 Dollars (\$1,550,000.00), together with interest on the unpaid principal balance at the rate provided for herein. Payment shall be made by wire transfer, according to the instructions to be supplied by the Holders, into the Settlement Account.

**2. Maturity Date and Obligations of Payment.** Principal and interest owing under this Note shall be payable the earlier of (i) June 1, 2013; or (ii) in the event the price of a Sale of RTI is in excess of the Primary Note Obligation, then the date of closing of such Sale. As used herein, “*Primary Note Obligation*” means those note obligations to RTI’s primary lenders as defined in that certain Amended and Restated Note Purchase

Agreement, dated as of May 9, 2008 (as amended, restated, supplemented or otherwise modified from time to time) (the “*Note Purchase Agreement*”) by and among RTI, Sankaty Advisors, LLC, a Delaware limited liability company in its capacity as collateral agent under the Note Purchase Agreement and the purchasers party thereto (collectively referred to as the “Primary Noteholders”). For purposes of this Section 2 and Section 10 below, the Primary Note Obligation shall be in the amount of unpaid principal and interest as of the date of this Note, plus (i) any expenses provided by such Note Purchase Agreement; (ii) additions of unpaid interest accruing from the date of this Note; (iii) up to \$3 million (or such greater amounts as have been subject to notice and approval by the United States District Court for the District of Minnesota) in protective advances by the Primary Noteholders, including, without limitation, amounts advanced by the Primary Noteholders to cover costs of conserving, protecting, insuring, storing, processing, maintaining or otherwise preserving or enhancing the value or collectability of any collateral for the Primary Note Obligations; and (iv) any additional amounts of indebtedness only if such increased indebtedness is in accordance with the requirements of Section 9.2 of the Stipulation of Settlement, which requirements shall continue in full force and effect. So long as there is unpaid indebtedness under the Primary Note Obligation, there shall be no payment on this Note except as provided in this Section 2 or as consented to by the Primary Noteholders, and in the event of any such payment except as provided in this Section 2 or as consented by the Primary Noteholders, all amounts thereof shall be held in trust by the Holders for the benefit of the Primary Noteholders, and shall be paid over to the Primary Noteholders for application to the Primary Note Obligation to the extent necessary to make payment in full in cash of such Primary Note Obligation remaining unpaid after giving effect to all concurrent payments and distributions to the Primary Noteholders.

**3. Interest Rate.** The outstanding principal balance hereof shall bear simple interest at the rate of three percent (3%) per annum (hereinafter referred to as the “*Regular Rate*”). Interest shall be computed on the basis of a 360-day year, but shall be charged on the actual number of days principal remains unpaid.

**4. Default Rate.** Upon the occurrence of Default (as hereinafter defined) the interest rate shall thereafter increase and shall be payable on the whole of the unpaid principal balance at a rate equal to five percent (5%) per annum in excess of the Regular Rate (hereinafter referred to as the “*Default Rate*”), which Default Rate shall be effective as of the date of the occurrence of such Default. The Default Rate shall continue until payment in full of all indebtedness evidenced by this Note.

**5. Settlement Documents.** This Note is given as part of a settlement agreement, as evidenced in the Stipulation of Settlement, Order Granting Preliminary Approval to Stipulation of Settlement and the Final Order Approving the Settlement (hereinafter referred to as the “*Settlement Documents*”), which Settlement Documents are incorporated herein by reference as fully and with the same effect as if set forth herein at length. All capitalized terms used herein shall have the same meanings as those set forth in the Stipulation of Settlement unless expressly provided to the contrary.

**6. Default.** Subject to Section 10, the failure to pay the amount due under this Note upon Maturity Date shall constitute a default (“Default”), and the entire unpaid principal balance together with accrued interest (at the Default Rate) shall thereafter become, without further notice, immediately due and payable. The failure to comply with Section 9 of the Stipulation of Settlement and to cure any such failure within ten business days from the date of written notice or such failure, shall also constitute Default, and upon a finding of such a failure by the United States District Court for the District of Minnesota or arbitrator, the Default Rate, as of the date of such failure and continuing until such failure is fully cured, and all related attorneys fees and costs of the Holders, shall be added to the amount owed under this Note and payable at the Maturity Date.

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

**8. Prepayment.** Subject to Section 10, the Promisor may prepay this Note in full or part, at any time prior to the Maturity Date.

**9. Costs of Collection.** The Promisor agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Holders’ rights hereunder (other than Holders’ rights with respect to the Primary Noteholders set forth in Section 10) after the Maturity Date of this Note, the Promisor will pay to the Holders the costs (including reasonable attorneys’ fees and court costs prior to trial, at trial and on appeal, or in any bankruptcy proceeding) and other reasonable out-of-pocket expenses incurred in connection therewith.

**10. Subordination.** Notwithstanding anything contained in this Note that may be to the contrary, the Holders, by acceptance of this Note, agree and acknowledge that the payment of this Note and the rights and remedies of the Holders thereunder are subordinate to the bankruptcy priorities set out in this Section 10 in favor of the Primary Noteholders, which Noteholders are acknowledged to be beneficiaries of the provisions of this Section 10. As to any distribution of assets of RTI upon any dissolution, winding up, total or partial liquidation or reorganization of RTI, whether voluntary or involuntary, in bankruptcy, insolvency, receivership or similar proceeding or upon assignment for the benefit of creditors, prior to June 1, 2013, the Primary Noteholders shall be entitled to receive payment in full in cash of the Primary Note Obligation before the Holders are entitled to receive or retain any payment on account of RTI’s obligations pursuant to this Note. In the event any payment is made to the Holders which is not made pursuant to Section 2 above or which is prohibited by the provisions of this Section 10, the same shall be held in trust for the benefit of the Primary Noteholders in respect to the Primary Note Obligation. In all events, the Holders of this Note and the obligations hereunder shall have superiority to any equity holders of RTI, who shall not be paid any amounts on account of their equity ownership until the obligations under this Note have been fully satisfied.

This Note is unsecured. The Holders agree that so long as there are amounts owed under the Primary Note Obligation (i) they will not seek to obtain any payment, or any

judgment, attachment or judgment lien with respect to any payment, under this Note except in respect to payment due or in default as provided by the terms of this Note; and (ii) they will not seek or accept any security for this Note.

**11. Successors and Assigns.** This Note shall be the obligation of Promisor, shall be binding upon its successors and assigns and shall inure to the benefit of the Holders and the Settlement Class. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Promisor without the prior written consent of the Holders.

**12. Third Party Beneficiaries; No Amendment.** The Primary Noteholders are intended third-party beneficiaries with respect to the matters set forth in Section 2 and Section 10 of this Note and shall be entitled to enforce their rights hereunder at the direction of the Required Noteholders (as defined in the Note Purchase Agreement). The Holders acknowledge and agree that at all times prior to the payment in full in cash of the Primary Noteholder Obligation, the Holders shall not, without the prior written consent of the Required Noteholders, agree to any amendment, restatement, modification or supplement to this Note if any such amendment, restatement, modification or supplement would in any manner diminish the rights of the Primary Noteholders as provided in this Note. RTI and each Holder waives, to the fullest extent permitted by applicable law, trial by jury in any litigation with the Primary Noteholders in any court with respect to or arising out of this Section, Section 2 or Section 10 of this Note. Upon a breach of any obligation under this Section, Section 2 or Section 10 of this Note by any of RTI or any Holder, the Primary Noteholders shall have all rights and remedies for damages in law or equity or otherwise. RTI further agrees to pay the Primary Noteholders' costs of enforcing the provisions of this paragraph and Sections 2 and 10 of this Note (including reasonable attorney's fees).

**13. Time.** Time is of the essence of this Note and each of the provisions hereof.

**14. Governing Law.** This Note shall be governed and construed in accordance with the laws of the State of Minnesota.

**15. Severability.** If any term or provision of this Note is deemed invalid, the validity of all other terms and provisions hereof shall in no way be affected thereby.

**16. Disbursement.** Funds shall be disbursed by Promisor by wire transfer to the Settlement Account; such funds shall be deemed to have satisfied the obligations of this Note only upon verified receipt of such funds by the Holders, notwithstanding the date of wire transfer.

**17. Captions.** The captions to the Sections of this Note are for convenience only and shall not be deemed part of the text of the respective Sections and shall not vary, by implication or otherwise, any of the provisions of this Note.

**18. Jurisdiction and Venue.** Any dispute concerning the interpretation or enforcement of any provisions or obligations related to this Note shall be exclusively cognizable in the United States District Court for the District of Minnesota unless such Court lacks subject

matter jurisdiction, in which case in the Minnesota District Court located in Hennepin County, Minnesota. Notwithstanding the immediately preceding sentence, there is no jurisdiction or venue agreement in respect to matters (i) cognizable in any pending bankruptcy proceeding of RTI, or (ii) between the Primary Noteholders and RTI. Nothing in this paragraph is meant to prejudice the rights of any party relative to *forum non conveniens* or indispensable party motions.

**19. Cancellation.** After all principal and interest at any time owed on this Note has been paid in full, this Note will be surrendered to RTI for cancellation along with a customary form of payoff letter and release.

**20. Entire Agreement.** This Note and the Settlement Documents contain the entire agreement of the parties regarding the Note. Without limiting the generality of the foregoing, this Note and the Settlement Documents supersede any other document or communication exchanged by the parties in connection with the Note.

IN WITNESS WHEREOF, the Promisor has executed this Non-Recourse Promissory Note as of the date and year first above written.

RESTAURANT TECHNOLOGIES,  
INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

*Accepted and Agreed to by the Holders (including, without limitation, Sections 2, 10, and 12 of this Note):*

-  
Michael Tate

-  
Joseph Shuster

-  
John Ayers

-  
Lyle Evanson