

FRANCHISE DISCLOSURE DOCUMENT

CHICAGO BEEF, INC.
an Illinois corporation
18861 90th Avenue
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Mokena, Illinois 60448
(708) 478-8440
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The Franchisee will own and operate an Al's Chicago's #1 Italian Beef Restaurant (which is also known as an "Al's Beef Restaurant", and an "Al's Bar-B-Q Restaurant") which offers for sale to the general public Italian beef sandwiches, Italian sausage sandwiches, hot dog sandwiches, fries, beverages, and related food products and items.

The total investment necessary to begin operation of an Al's Chicago's #1 Italian Beef Restaurant franchise is from \$398,244 to \$729,644. This includes \$30,000 that must be paid to the Franchisor as the initial franchise fee for a single store.

If the Franchisee wishes to develop multiple franchises within a certain geographic area and/or act as a Business Manager within that geographic area, the Franchisee will also pay the Franchisor an area development fee ranging from \$10,000 to \$300,000 depending upon the size and location of the development area and the number of Al's Chicago's #1 Italian Beef Restaurants to be developed.

This Franchise Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to the Franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact David C. Howey, Jr. at Chicago Beef, Inc., 18861 90th Avenue, Suite H, Mokena, Illinois 60448, (708) 478-8440.

The terms of your contract will govern your franchise relationship. Don't rely on the Franchise Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or accountant.

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

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

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Special Risk Factors:

- 1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN ILLINOIS. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN ILLINOIS THAN IN YOUR OWN STATE.**
- 2. THE FRANCHISE AGREEMENT STATES THAT ILLINOIS LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. CHICAGO BEEF, INC. DOES NOT OWN THE TRADEMARKS YOU ARE LICENSED TO USE. WE OPERATE UNDER A PERPETUAL LICENSE FROM OUR FOUNDER AND PRESIDENT, DAVID C. HOWEY, JR.**
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Effective Date: See the next page for state effective dates.

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