

Mint Julep Restaurant Management Group Inc.

Dispute Resolution Program

I. Purpose and Scope of Dispute Resolution Program

Covered employees of the Mint Julep Restaurant Management Grouping Company, hereinafter are required to use the Mint Julep Restaurant Management Group Inc. Dispute Resolution (the Program) to resolve any employment dispute alleging harassment; age sex, race, or other forms of discrimination; wrongful termination, disability or constructive discharge (“Covered Rights”).

The Program may not be used to resolve disputes regarding unemployment and worker’s compensation benefits; Company’s policies, procedures, practices, salary and hourly wage structures and benefits; or other company decisions such as reductions in work force. Company’s decision to terminate employment for business or economic reasons, such as reductions in work force, may not be challenged through the Program unless the challenge is based on a covered right.

The program is mandatory and is effective September 1, 2001. All covered employees who are hired on and after said date and all employees who continue employment after September 1, 2001 will be deemed to have accepted the Program as the sole mechanism to resolve employment disputes, with the exception only of those disputes referenced above, and will, therefore have no right to litigate claims with respect to Covered Rights in court or in any other judicial proceedings.

The Program will not, however, prevent employees from seeking relief through state or federal administrative agencies, nor is it intended in any way to replace the Company’s Open Door Policy, which the Company believes is still the best way to resolve disputes at an early stage. Accordingly, employees are still encouraged to utilize the Open Door Policy as the first alternative prior to submitting a formal dispute to this Program.

II. The Program

Step 1. Complaint

It is the duty of any covered employee who believes that he/she has been treated in a way that provides him or her with a claim concerning a covered right, to submit a Complaint and request for review of the Complaint to the Director of Human Resources by completing and signing the Program Complaint form. The Program Complaint form may be obtained from the Human Resources Office in Lexington, Kentucky.

The Complaint must be delivered to the Director of Human Resources within 180 days of the date of the dispute. Unless applicable law provides for a longer period of time, the failure to meet this time limit shall be a waiver of the right of a complainant to seek relief. “Delivered to” throughout this manual means hand delivery or appropriately addressed and mailed by certified mail, return receipt requested.

Step 2. Investigation and Answer

The Director of Human Resources or his or her designee will conduct a full investigation of a timely filed Complaint and may meet with the Complainant if appropriate. The Company will deliver an Answer to the Complainant no later than (30) thirty calendar days after receipt of the Complaint. Any questions concerning the Answer or resolution, if any, proposed by the Company should be directed to the Director of Human Resources. If the complainant is satisfied with the Answer, a written agreement containing the terms of the settlement will be entered into by the Complainant and the Company and both will be bound by its terms.

Step 3. Mediation

If the Complainant is not satisfied with the Answer, he/she may request non-binding mediation of the Complaint by filing a Request for Mediation Form which will be attached to the Answer. Unless applicable law provides for a longer period of time, if the Complainant fails to deliver to the Director of Human Resources in Lexington, KY a Request for Mediation within (20) twenty days after Complainant’s receipt of the Answer, said

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failure will be an acceptance of the decision of the Company's and the Complainant will have no right to seek further relief.

Step 4. Arbitration

If the Complainant and Company is not able to resolve the Complaint through mediation, the Complainant may elect to pursue arbitration of the Complaint by filing a Request for Arbitration, which will be provided to the Complainant after mediation. Unless applicable law provides for a longer period of time, if the Complainant fails to deliver the Request for Arbitration to the Director of Human Resource within (20) twenty days after mediation, the Complainant will have no right to seek any relief not provided by the Answer.

Upon timely request for Arbitration, the Company will submit the Complaint to the Association. An arbitrator will be selected and the Complaint shall be arbitrated in accordance with the Federal Arbitration Act and the Employment Dispute Resolution Rules of the American Arbitration Association in effect at the time the Complaint is submitted. Copies of these rules are available upon request to the Director of Human Resources in Lexington, KY.

The arbitrator will determine whether the conduct complained of constitutes an unlawful employment practice under applicable federal, state, or local law. The arbitrator's decision will be based solely on the facts presented at the hearing; and the applicable substantive law of the state in which the claim arose, or in the federal law which governs the claim. The arbitrator will have no authority to amend change, modify or nullify any law, Company policy, rule or regulation or procedure or agreement entered into by the parties.

Any disputes not identified in the Complaint are outside the scope of the arbitrator's jurisdiction. The arbitrator will also have no authority to consider or decide any matters which are the responsibility of the Company in the management and conduct of its business.

The arbitrator shall submit a written Award which will include the damages or relief granted, if any. The arbitrator may grant relief, legal or equitable, that would have been available had the claim been asserted in court. However, in no event shall the arbitrator award relief greater than that sought in the Complaint.

If the arbitrator finds that the termination of a Complaint was lawful, his/her termination must be upheld, and the arbitrator shall have no power to reduce termination to some lesser disciplinary action. Either party may elect to have the arbitration hearing reopened for additional proof on the issue as to whether reinstatement is in the best interest of both parties.

In any award of back pay, the arbitrator shall deduct any lawful setoffs, including, but not limited to, setoffs for unemployment compensation benefits, interim earnings, other sums paid in lieu of employment during the period after discharge and for any amount attributed to a failure by the Complainant to mitigate his/her damages.

Each party will be responsible for its own costs, including costs of its representative and costs associated with any discovery that the party initiates, except as provided by law. Each party will deposit with the Association Funds for one-half of the Association's filing fee (10) days prior to the first day of the hearing. Unless applicable law requires otherwise, the arbitrator's fees will also be shared by the parties' except that the Company will pay any fee in excess of the Complainant's one week's gross pay. The arbitrator shall resolve any disputes regarding costs.

III. Representation

The Complainant and the Company have the right to consult with or be represented by an attorney or other representative during arbitration. If either intends to use a representative, that party must notify the other of the name, address, and telephone number of its representative within (2) weeks of the hearing date. Failure to provide said notification is grounds for a continuance of the hearing.

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IV. Exclusive Remedy

The Program is the sole and exclusive remedy for the claims arising out of the employment or the termination of employment as specified on the front page of this policy. The decision and award of the arbitrator will be final and binding and enforceable in any court of competent jurisdiction. In the event a court of competent jurisdiction should determine that the Program is not the sole and exclusive forum for some or all of a Complainant's claims, or that the decision and award of the arbitrator is not final and binding between the parties as to some or all of the Complainant's claims, exhaustion of the program will be a condition precedent to the institution or maintenance of any legal, equitable, or other proceeding by a Complainant for all claims arising out of or relating to the Complainant.

V. Not an Employment Agreement

The Program does not alter the "at-will" status of any employment relationship with the Company. The Program does not limit an employee's right to resign from the Company, or the Company's right to terminate for any reason.

VI. Modification of the Program

The Company reserves the right to change or discontinue the Program at any time upon prior written notice to its employees and agents except that any Complaint filed under the Program before the effective date of modification or discontinuance shall continue to be resolved through this procedure as it existed prior to any such modification or discontinuance.

VII. Confidentiality

The Complainant and the Company agree to keep all complaints under the procedure completely confidential and not to divulge any discussions or information provided pursuant to the Program.

VIII. Severability

In the event any provision of the Program is determined by a court of competent jurisdiction to be illegal or unenforceable to any extent, such provision will be enforced to the extent permissible under law and all remaining provisions shall continue in full force and effect.

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MJRMG Inc. Dispute Resolution Program

Covered employees of MJRMG Inc. are required to use the MJRMG Dispute Resolution (the Program) to resolve any employment dispute alleging g harassment; age, sex, race or other forms of discrimination; wrongful termination, disability, or constructive discharge (“Covered Rights”).

The Program may not be used to resolve disputes regarding unemployment and worker’s compensation benefits; Cheddar’s policies, procedures, practices, salary, and hourly wage structures and benefits; or other company decisions such as reductions in work force. Cheddar’s decision to terminate employment for business or economic reasons, such as reductions in work force, may not be challenged through the Program unless the challenge is based on a Covered Right.

The Program is mandatory and is effective September 1, 2011. All covered employees who are hired on and after said date and all employees who continue employment after September 1, 2001 will be deemed to have accepted the Program as the sole mechanism to resolve employment disputes, with the exception only of those disputes referenced above, and will, therefore have no right to litigate claims with respect to Covered Rights in court or in any other judicial proceedings. The Program will not, however prevent employees from seeking relief through the state or federal administrative agencies, not is it intended in any way to replace the Company’s Open Door Policy, which the Company believes is still the best way to resolve disputes at an early stage. Accordingly, employees are still encouraged to utilize the Open Door Policy as the first alternative prior to submitting a formal dispute to this Program.

I have read the above and been given a copy of the Program, which is mandatory, to resolve all employment disputes except as noted above.

Employee Signature

Date