
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event Reported): December 1, 2017

Fogo de Chao, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37450
(Commission File Number)

45-5353489
(I.R.S. Employer
Identification Number)

14881 Quorum Drive, Suite 750, Dallas, TX 75254
(Address of Principal Executive Offices) (Zip Code)

972-960-9533
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 1, 2017, the Company's Board of Directors approved:

- Grants of performance-based restricted shares under the Company's 2015 Omnibus Incentive Plan to certain of our employees. Lawrence J. Johnson, our Chief Executive Officer, was awarded 21,929 performance-based restricted shares, George B. McGowan, our President, was awarded 9,259 performance-based restricted shares and Selma Oliveira, our Chief Operating Officer, was awarded 5,834 performance-based restricted shares.
- Change of Control Agreements (the "CoC Agreements") for certain of our employees, including Mr. Johnson, Mr. McGowan and Mrs. Oliveira.

Our form of Performance Based Restricted Stock Award Agreement sets forth the terms and conditions on which restricted shares of the Company's common stock are earned by the award recipient. The number of performance-based restricted shares represents the number of on-target shares for the three fiscal year performance period ending at the end of the Company's 2020 fiscal year. The vesting percentage may be less than 100% of the on-target shares, based on the Company's 2020 total revenue and EPS performance, with each metric applicable to 50% of the shares granted. These performance-based restricted shares will vest, if at all, subject to: (i) the Company achieving certain 2020 total revenue and EPS performance objectives and (ii) generally, the employee's continued employment by the Company through the three-year measurement period

Each CoC Agreement has a term of three years. Under the terms of each CoC Agreement, if, during the term of the CoC Agreement, the employee's employment is terminated by the Company or its successor within two years following a change of control of the Company, other than for death, disability or "cause," or by the employee for "good reason," as those terms are defined in the agreement, he or she is entitled to receive:

- a lump sum payment in an amount equal to a stated multiple times the sum of (a) base pay (at the rate in effect for the year in which the termination date occurs), plus (b) bonus pay opportunity (at the targeted amount in effect for the year in which the termination date occurs or, if the bonus pay opportunity shall not have been established or shall be reduced after a change in control, the highest aggregate bonus pay opportunity as in effect for any of the three fiscal years immediately preceding the year in which the change in control occurred); and

-
- continuation for 18 months of all welfare benefits substantially similar to those that the employee was receiving or entitled to receive immediately prior to the termination date.

The applicable multiple under Mr. Johnson's CoC Agreement is two and the applicable multiple for each of Mr. McGowan and Mrs. Oliveira is one. Upon a change of control, each employee's equity awards will vest and any applicable restrictions will lapse.

The foregoing summaries of the materials terms of the forms of Performance-Based Restricted Stock Award Agreement and the CoC Agreement do not purport to be complete and are qualified in their entirety by the full text of such agreements, which are filed as Exhibits 10.1 and 10.2 to this Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Performance-Based Restricted Stock Award Agreement under the 2015 Omnibus Incentive Plan
10.2	Form of Change of Control Agreement

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Fogo de Chao, Inc.

By: /s/ Lawrence J. Johnson

Lawrence J. Johnson
Chief Executive Officer

Date: December 7, 2017

Fogo de Chão, Inc.
2015 Omnibus Incentive Plan

NOTICE OF RESTRICTED STOCK AWARD

2017 Grant—Performance Vesting

You have been granted a restricted stock award (this “**Award**” or “**Restricted Stock**”) on the following terms and subject to the provisions of Attachment A and the Fogo de Chão, Inc. 2015 Omnibus Incentive Plan (the “**Plan**”). Unless defined in this award agreement (including Attachment A and Exhibit A therein, this “**Agreement**”), capitalized terms will have the meanings assigned to them in the Plan. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided to you, the provisions of the Plan will prevail.

Participant: [•] (the “**Participant**”)

Grant Date: [•] (the “**Grant Date**”)

Number of Shares: [•] Shares

Vesting Schedule:

The number of Shares subject to this Award is referred to as the “**Target Award.**” The Target Award may be increased or decreased depending on the level of attainment of Performance Goals for the applicable Performance Period. Subject to the provisions of the Plan and the acceleration provisions contained herein, your Award will vest as set forth below; *provided* that vesting will cease upon termination of your employment (except as set forth below in Sections E and F below). Any Shares that did not become vested prior to your termination of employment or that do not become vested according to the provisions in Section E or F below shall be forfeited immediately following the date of termination of your employment. Settlement and distribution of vested Awards shall be pursuant to Sections E, F and G below.

Section A. *Certain Definitions.* For purposes of this Award, the following terms shall have the following meanings:

“**Performance Measure-Based Shares**” means performance-based restricted Shares (as defined in the Plan). Performance Measure-Based Shares may include Revenue Performance Measure-Based Shares and EPS Performance Measure-Based Shares.

“**Performance Goal**” means the level of performance that must be attained for the Performance Period for threshold, target and maximum vesting, each of which may be subject to ratchets as determined by the Board (or Board committee).

“Performance Ratchets” for the Performance Period means one or more financial measures, as determined by the Board (or Board committee). The Performance Ratchets for this Target Award for the Company’s Total Revenue and Earnings per Share are on the schedule set forth on Attachment B, which will be applied to the applicable Performance Goal to determine the percentage of the Target Award vested, subject to Sections E and F below. The Board (or Board committee) shall provide how the Performance Measure will be adjusted, if at all, as a result of extraordinary events or circumstances, as determined by the Board (or Board committee).

“Performance Period” means the period beginning on first day of the fiscal year following the date on which the Equity Grant Date occurs (“**First Date**”) and ending on the last day of the fiscal year in which the third anniversary of the Equity Grant Date occurs (for example, for a grant made in 2017, the Performance Period shall be 2018-2020).

Section B. *Revenue Performance Measure-Based Shares*. Fifty percent (50%) of the Target Award (the **“Revenue Performance Measure-Based Shares”**) shall vest based on the level of attainment of the Company’s Total Revenue for the Performance Period, in accordance with the schedule set forth on Attachment B; *provided* that, to receive any Shares in respect of the Revenue Performance Measure-Based Shares, you must remain employed by the Company through the expiration of the Performance Period (unless otherwise vested pursuant to Section E or F below).

Section C. *EPS Performance Measure-Based Shares*. Fifty percent (50%) of the Target Award (the **“EPS Performance Measure-Based Shares”**) shall vest based on the level of attainment of the Company’s Earnings per Share for the Performance Period, in accordance with the schedule set forth on Attachment B; *provided* that, to receive any Shares in respect of the EPS Performance Measure-Based Shares, you must remain employed by the Company through the expiration of the Performance Period (unless otherwise vested pursuant to Sections E or F below).

Section D. *Establishment of Performance Ratchets and Performance Goals*. The Board (or Board committee) has established the Performance Goals and the Performance Ratchets that must be attained for threshold and target performance for the Performance Period. The Performance Goals and Performance Ratchets for the Performance Period are set forth on Attachment B. Promptly following the end of the Performance Period, the Board (or Board committee) will determine the percentage of the Performance Measure-Based Shares that shall vest for the Performance Period, based on the Company’s attainment of the Performance Goals and application of the Performance Ratchets.

Section E. *Vesting Acceleration in Event of Termination due to death or Disability or a Termination without Cause or for Good Reason*. Notwithstanding the foregoing, any provisions of Attachment A and any other provisions of the Plan to the contrary, in the event that your employment is terminated due to your death or Disability or by the Company without Cause, or by you for Good Reason (as defined in Attachment A), the Performance Goals for the Target Award and all Shares that are part of the Target Award will be deemed one hundred percent (100%) achieved and the Target Award and all such Shares shall vest upon termination based on a fraction, the numerator of which is the number of days from the First Date through and including the date of termination of your

employment, and the denominator of which is the total number of days in the Performance Period; *provided* that you deliver to the Company, and fail to timely revoke, a signed release of claims reasonably acceptable to the Company within fifty-five (55) days following the date of termination of your employment. Notwithstanding anything herein to the contrary, in no event shall the timing of your execution of the general release, directly or indirectly, result in you designating the calendar year of payment, and if a payment that is subject to execution of the general release could be made in more than one taxable year, payment shall be made in the later taxable year. Further, notwithstanding Section G below, the Company will deliver to you a number of Shares vested in accordance with this Section E promptly upon the expiration of the revocation period described in the preceding sentence.

Section F. *Treatment of Shares in Event of Change of Control*. Notwithstanding the foregoing, any provisions of Attachment A or the Plan to the contrary, in the event that the Target Award and Shares that are part of the Target Award are assumed or substituted in connection with a Change of Control (as defined in the Plan), in the case of a termination of employment by the Company without Cause or by you for Good Reason within the twelve (12) month period following a Change of Control (or during the six (6) month period prior to a Change of Control if such termination was in contemplation of, or directly related to, the Change of Control), the Performance Goals and Performance Measures for the Target Award and all Shares that are part of the Target Award will be deemed one hundred percent (100%) achieved and the Target Award and all such Shares shall vest upon termination; *provided* that, you deliver to the Company, and fail to timely revoke, a signed release of claims reasonably acceptable to the Company within fifty-five (55) days following the date of termination of your employment. Notwithstanding anything herein to the contrary, in no event shall the timing of your execution of the general release, directly or indirectly, result in you designating the calendar year of payment, and if a payment that is subject to execution of the general release could be made in more than one taxable year, payment shall be made in the later taxable year. Further, notwithstanding Section G below, the Company will deliver to you a number of Shares vested pursuant to the preceding sentence promptly upon the expiration of the revocation period described in such sentence. If the Target Award and Shares that are part of the Target Award are not assumed or substituted in connection with a Change of Control (as defined in the Plan), the Performance Goals and Performance Measures for the Target Award and all Shares that are part of the Target Award will be deemed one hundred percent (100%) achieved and the Target Award and all such Shares shall vest immediately upon the effective date of the Change of Control. The number of Shares subject to the Target Award shall be adjusted pursuant to Article 12 of the Plan.

Section G. *Distribution of Shares*. Notwithstanding Section 4(d) of Attachment A, the Company will deliver to you a number of Shares vested in accordance with the provisions this Agreement as soon as administratively practicable after the end of the Performance Period, but in no event later than March 15 of the fiscal year following the year in which such Shares vested ("**Settlement Date**"); *provided* that, notwithstanding anything in the Plan to the contrary, if the Company terminates your service for Cause (as defined in Attachment A) prior to the date on which the Shares are distributed to you, you shall forfeit any right to such distribution of Shares and you shall not receive any Shares on the Settlement Date.

Fogo de Chão, Inc.
2015 Omnibus Incentive Plan

RESTRICTED STOCK AWARD AGREEMENT

Section 1. *Definitions.* With respect to any Participant who is employed by the Company or one of its Affiliates pursuant to an effective written employment agreement, if any, between the Company and/or one of its Affiliates in which there is a definition of any capitalized term used in this Agreement, the definition in such employment agreement will be used, solely for such Participant and only for so long as such employment agreement remains effective. Otherwise, the capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below.

(a) “**Cause**” shall mean the Participant’s (i) misappropriation or theft of the Company’s or any of its Affiliate’s funds or property; (ii) indictment for, conviction of or entering of a plea of *nolo contendere* of any fraud, misappropriation, embezzlement or similar act, felony or crime involving dishonesty or moral turpitude; (iii) material breach of this Agreement or failure to perform any of the Participant’s material duties owed to the Company; or (iv) commission of any act involving willful malfeasance or gross negligence or the Participant’s failure to act involving material nonfeasance; *provided, however*, that, in the case of the above sub-clause (iii), termination of Service by the Company or the Company’s Affiliate, if applicable, shall not be for “Cause” unless (A) such breach is not capable of being cured, or (B) such Participant has first been given written notice of such breach by the Company or its Affiliate, as applicable, and if such breach is capable of being cured, such breach remains uncured for a period of ten (10) business days after such notice to the Participant, or, if cured, recurs within 180 days.

(b) “**Disability**” shall mean (i) a permanent and total disability that entitles the Participant to disability income payments under any long-term disability plan or policy provided by the Company under which the Participant is covered, as such plan or policy is then in effect; or (ii) if such Participant is not covered under a long-term disability plan or policy provided by the Company at such time for whatever reason, then the term “Disability” means a “permanent and total disability” as defined in Section 22(e)(3) of the Code that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, and, in this case, the existence of any such “Disability” will be certified by a physician acceptable to the Company.

(c) “**Good Reason**” shall mean (i) a material diminution of the Participant’s base salary, (ii) a material diminution in the Participant’s authority, duties or responsibilities, or (iii) the Company or any other Affiliate requiring the Participant to be based at any office or location that is more than fifty (50) miles from the initial location of the Participant’s employment.

Section 2. *Grant of Restricted Stock Award.* Subject to the terms and conditions of the Plan and this Agreement, the Company hereby grants to the Participant the number of Shares of Restricted Stock specified on the cover page of this Agreement on the terms set forth therein, as more fully described in this Attachment A. This Award is granted under the Plan, which is incorporated herein by reference and made a part of this Agreement.

Section 3. *Issuance of Shares*

(a) The Shares of Restricted Stock shall be evidenced by book-entry registration; *provided, however*, that the Committee may determine that the Shares of Restricted Stock shall be evidenced in such other manner as it deems appropriate, including the issuance of a stock certificate or certificates. In the event that any stock certificate is issued with respect to the Shares of Restricted Stock, such certificate shall (i) be registered in the name of the Participant, (ii) bear an appropriate legend referring to the terms, conditions and restrictions applicable to the Shares of Restricted Stock and (iii) be held in custody by the Company.

(b) *Voting Rights.* The Participant shall have voting rights with respect to the Shares of Restricted Stock.

(c) *Dividends.* All cash and other dividends and distributions, if any, that are paid with respect to any Shares of Restricted Stock shall be withheld by the Company and paid to the Participant, without interest, only when, and if, the Shares of Restricted Stock become vested in accordance with this Agreement.

Section 4. *Termination of Service; Distribution.*

(a) *Death or Disability.* In the event of the Participant's termination of Service at any time due to the Participant's death or Disability, unvested Shares of Restricted Stock shall fully vest as of such termination.

(b) *Termination of Service.* Subject to Section 4(c), any unvested Shares of Restricted Stock shall be forfeited without consideration upon the termination of the Participant's Service by the Company or its Affiliates for any reason.

(c) *Change of Control.* In the event of the Participant's termination of Service on or within twelve (12) months following the date of a Change of Control, all unvested Shares of Restricted Stock shall fully vest as of the date of such termination of Service and shall be distributed to the Participant pursuant to Section 4(d) of this Agreement.

(d) *Distribution on Vesting.* Subject to the provisions of this Agreement, upon the vesting of any of the Shares of Restricted Stock, the Company shall deliver to the Participant, as soon as reasonably practicable after the applicable Vesting Date (or the date of the Participant's termination of Service, as applicable), vested Shares and all cash and other dividends and distributions, if any. Upon such delivery, such Shares shall be fully assignable, saleable and transferable by the Participant; *provided* that, any such assignment, sale, transfer or other alienation with respect to such Shares shall be in accordance with applicable securities laws.

Section 5. *Restricted Activities*. In exchange for good and valuable consideration hereunder, the Participant agrees that the restrictions below on his or her activities during and after the Participant's Service are necessary to protect the goodwill, Confidential Information (as defined below) and other legitimate interests of the Company and its Affiliates.

(a) *Confidential Information*. The Participant acknowledges that during the period of Service, the Participant shall have access to and shall be provided with sensitive, confidential, proprietary and trade secret information of the Company and its Affiliates (including, in each case, such information, observations and data obtained prior to the date of this Agreement concerning the business or affairs of the Company, its Affiliates and their respective predecessors) (collectively, "**Confidential Information**") which is the property of the Company and such Affiliates, and agrees that the Company and such Affiliates have a protectable interest in such Confidential Information. Therefore, the Participant agrees that the Participant shall not, during the period of Service and at all times thereafter, disclose to any unauthorized person or use for Participant's own purposes any such Confidential Information without the prior written consent of the Company unless and to the extent that the aforementioned matters (i) become or are generally known to and available for use by the industry other than as a result of the Participant's unauthorized acts or omissions in breach of this Agreement, (ii) are required to be disclosed by judicial process or law or (iii) are in furtherance of the Participant's duties to the Company or its Affiliates. The Participant shall deliver to the Company at the termination of the Service period, or at any other time the Company may request, (A) all memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents and data (and copies thereof) which constitute Confidential Information which the Participant may then possess or have under Participant's control and (B) all property of the Company and its Affiliates in the Participant's possession, including but not limited to all company-owned computer equipment (hardware and software), telephones, facsimile machines, blackberry and other communication devices, credit cards, office keys, security access cards, badges, and identification cards. Nothing in this Agreement or otherwise limits the Participant's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the U.S. Securities and Exchange Commission (the "**SEC**") or any other federal, state or local governmental agency or commission ("**Government Agency**") regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against the Participant for any of these activities, and nothing in this Agreement or otherwise requires the Participant to waive any monetary award or other payment that Participant might become entitled to from the SEC or any other Government Agency.

(b) *Non-Competition*. The Participant acknowledges that in the course of the Participant's Service with the Company or its Affiliates the Participant has become and shall become familiar with trade secrets and other Confidential Information concerning the Company and its Affiliates that derive independent economic value from not being

generally known, and that the Participant's services have been and shall be of special, unique or extraordinary value to the Company and its Affiliates. Therefore, the Participant agrees that, during the period of the Participant's Service with the Company or its Affiliates and for two (2) years thereafter (the "**Restrictive Period**"), the Participant shall not engage, directly or indirectly in the Business (as defined below) in any city or within a fifty (50) mile radius of any city in the United States or Brazil in which the Company or its Affiliates currently operate or will operate during the term of this Agreement, or, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render other financial assistance to, or participate in or be connected with, as an officer, director, employee, partner, stockholder, agent, or consultant or otherwise, any Person that competes with the Business; *provided* that, for purposes of this Section 5, ownership of securities having no more than two percent (2%) of the outstanding voting power of any publicly traded Business shall not be deemed to be in violation of this Section 5. The Participant expressly agrees and acknowledges that the restrictions contained in this Section 5 are for the purposes of restricting the activities of the Participant only to the extent necessary for the protection of the legitimate business interests of the Company and its Affiliates, and do not preclude the Participant from earning a livelihood, nor do they unreasonably impose limitations on the Participant's ability to earn a living. In addition, the Participant agrees and acknowledges that the potential harm to the Company and its Affiliates of their non-enforcement outweighs any harm to the Participant of its enforcement by injunction or otherwise. The Participant expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to the subject matter, time period and geographical area. The Restrictive Period shall be extended by the length of any period during which the Participant is in breach of the terms of this Section 5(b) or Section 5(c) of this Agreement. For purposes of this Agreement, "**Business**" means any business which involves the development, opening, operating or franchising of restaurants that derive more than twenty-five percent (25%) of their annual food sales from steak products in the United States or Brazil.

(c) *Non-Solicitation*. The Participant agrees that, during the Restrictive Period, the Participant shall not (i) induce or attempt to induce any customer, supplier or other party with whom or which the Company or any Affiliate did business during the Participant's Service with the Company and with whom or which the Participant had contact during his or her Service with the Company or any Affiliate to cease doing business with the Company or such Affiliates, or in any way interfere with or attempt to interfere with the relationship between the Company or its Affiliates and any existing customer, supplier or other party with whom or which the Company or its Affiliates did business during the Participant's Service with the Company or any Affiliate and with whom or which the Participant had contact during his or her Service with the Company or any Affiliate, the effects of which would tend to divert, diminish, or prejudice the goodwill or business of the Company or any Affiliate, or (ii) with respect to anyone who worked for the Company or any Affiliate (the "**Company Employee**"), (A) hire, employ or retain the services of (including, without limitation, as an employee or independent contractor) any such Company Employee, (B) directly or indirectly interfere with or attempt to interfere with any Company Employee and/or representative or agent of the Company or its Affiliates, or (C) induce or attempt to induce any Company Employee to

leave the employ of the Company or its Affiliates, whether or not such person is employed or engaged pursuant to a contract with the Company or its Affiliates, or otherwise engaged at will, or violate the terms of their contracts, or any employment arrangements, with the Company or its Affiliates; *provided* that, while the foregoing shall not prohibit a general solicitation to the public by general advertising, hiring any person identified in this Section 5(c) as a result of such general solicitation is prohibited during the Restrictive Period.

(d) *Participant's Representations; Restriction on Use of Third-Party Confidential Information.* The Participant hereby represents and warrants that (i) the execution, delivery and performance of this Agreement by the Participant does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order or judgment to which the Participant is a party or by which the Participant is bound, (ii) the Participant is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any person or entity other than the Company or its Affiliates, if any, and (iii) this Agreement constitutes the valid and binding obligation of the Participant, enforceable against the Participant in accordance with its terms. The Participant shall not improperly use any confidential information or trade secrets of any third party in connection with the performance of the Participant's duties.

Section 6. *Enforcement.* If, at the time of enforcement of any of Section 5 of this Agreement, a court or an arbitrator shall hold that the restrictions stated therein are unreasonable under the circumstances then existing, the parties agree that the maximum restrictions reasonable under such circumstances shall be substituted for such restrictions and that the court or arbitrator shall be allowed to revise the restrictions contained herein to the fullest extent permitted by law. Because the Participant's services are unique and because the Participant has access to Confidential Information, the parties hereto agree that money damages would not be an adequate remedy for any breach of this Agreement. Therefore, in the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance, declaratory and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

Section 7. *Miscellaneous Provisions.*

(a) *Notices.* Any notice or other communication provided for herein or given hereunder to a party hereto must be in writing, and shall be deemed to have been given (i) when personally delivered or delivered by facsimile transmission with confirmation of delivery, (ii) one (1) business day after deposit with Federal Express or similar overnight courier service, or (iii) three (3) business days after being mailed by first-class mail, return receipt requested. A notice shall be addressed, as follows:

if to the Company, to:

14881 Quorum Drive
Suite 750
Dallas, TX 75254
Attention: General Counsel

and if to the Participant, at the address that he or she most recently provided to the Company.

or to such other address or facsimile number as such party may hereafter specify for the purpose of notice to the other parties hereto.

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed received on the next succeeding business day in the place of receipt.

(b) *Section 83(b) Election.* Upon the execution of this Agreement, the Participant may make an election under Section 83(b) of the Code and the regulations promulgated thereunder (the “**83(b) Election**”) with respect to the this Award in the form attached hereto as Exhibit A.

(c) *Entire Agreement.* This Agreement and the Plan constitute the entire agreement, and understanding among the parties hereto in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, whether oral or written and whether express or implied, and whether in term sheets, presentations or otherwise, among the parties hereto, or between any of them, with respect to the subject matter hereof; *provided* that, the Participant shall continue to be bound by any other confidentiality, non-competition, non-solicitation and other similar restrictive covenants contained in any other agreements between the Participant and the Company, its Affiliates and their respective predecessors to which the Participant is bound. In the event of any inconsistency between any restrictive covenants contained herein and any restrictive covenants contained in such other agreements, that obligation which is the most restrictive upon the Participant shall control.

(d) *Amendment; Waiver.* No amendment or modification of any provision of this Agreement shall be effective unless signed in writing by or on behalf of the Company and the Participant, except that the Company may amend or modify this Agreement without the Participant’s consent in accordance with the provisions of the Plan or as otherwise set forth in this Agreement. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. Any amendment or modification of or to any provision of this Agreement, or any waiver of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(e) *Assignment.* Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Participant.

(f) *Successors and Assigns; No Third-Party Beneficiaries.* The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant and the Participant's heirs, successors legal representatives and permitted assigns. The Participant hereby expressly acknowledges that the Company's successors and assigns are permitted to enforce all of the Company's or its Affiliates' rights under this Agreement, including but not limited to their rights under Section 5 of this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(g) *Signature in Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(h) *Participant Undertaking.* The Participant agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or give effect to any of the obligations or restrictions imposed on either the Participant or the Restricted Stock pursuant to the provisions of this Agreement.

(i) *Participant Representation.* The Participant acknowledges and understands that material definitions and provisions concerning the Restricted Stock and the Participant's rights and obligations with respect thereto are set forth in the Plan. The Participant has read carefully, and understands, the provisions of the Plan.

(j) *Withholding.* The Company shall have the power and the right to deduct or withhold automatically from any payment or Shares deliverable under this Agreement, or require the Participant to remit to the Company, the minimum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. The Participant may elect, subject to the approval of the Committee, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value equal to the minimum statutory total tax that could be imposed in connection with any such taxable event provided that, the Participant, if terminated, is terminated for any reason other than for Cause or due to resignation without Good Reason.

(k) *Transferability.* Unless otherwise determined by the Committee, the Participant shall not be permitted to transfer or assign the Restricted Stock except in the event of death and in accordance with Section 14.5 of the Plan.

(l) *Shares Not Registered.* Shares shall be issued pursuant to this Agreement unless the issuance and delivery of such Shares will not, in the opinion of counsel, comply with (unless exempt from) all applicable requirements of law, including, without limitation, the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock

exchange or other securities market on which the Company's securities may then be traded. The Company shall not be obligated to file any registration statement under any applicable securities laws to permit the purchase or issuance of any Shares, and accordingly any certificates for Shares may have an appropriate legend or statement of applicable restrictions endorsed thereon. If the Company deems it necessary to ensure that the issuance of Shares under this Agreement is not required to be registered under any applicable securities laws, the Participant shall deliver to the Company an agreement containing such representations, warranties and covenants as the Company may reasonably require.

(m) *No Right to Continued Service.* The grant of the Restricted Stock evidenced hereby and this Agreement shall impose no obligation on the Company or any Affiliate to continue the Service of the Participant and shall not lessen or affect any right that the Company or any Affiliate may have to terminate the Service of such Participant.

(n) *Choice of Law.* This Agreement, and all claims or causes of action or other matters that may be based upon, arise out of or relate to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

(o) *Consent to Jurisdiction.* The Company and the Participant, by his or her execution hereof, (i) hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware for the purposes of any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof, (ii) hereby waive, to the extent not prohibited by applicable law, and agree not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it, he or she is not subject personally to the jurisdiction of the above-named courts, that its, his or her property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named court is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court and (iii) hereby agree not to commence any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof other than before the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such claim or action to any court other than the above-named courts whether on the grounds of inconvenient forum or otherwise; *provided, however,* that the Company and the Participant may, if necessary, seek to enforce and/or execute on a final judgment issued by a Delaware court of competent jurisdiction in any other court of competent jurisdiction. The Company and the Participant hereby consent to service of process in any such proceeding, and agree that service of process by registered or certified mail, return receipt requested, at its, his or her address specified pursuant to Section 8(a) of this Agreement is reasonably calculated to give actual notice.

(p) *WAIVER OF JURY TRIAL.* TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT, HE OR SHE SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY

RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS. CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS SECTION 8(P) CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND SHALL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL, COUNTERPART OR A COPY OF THIS SECTION 8(P) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(q) *No Guarantees Regarding Tax Treatment.* The Participant (or his or her beneficiaries) shall be responsible for all taxes with respect to Restricted Stock. The Committee and the Company make no guarantees regarding the tax treatment of Restricted Stock. Neither the Committee nor the Company has any obligation to take any action to prevent the assessment of any tax, and none of the Company or Affiliate, or any of their employees or representatives shall have any liability to the Participant with respect thereto.

(r) *Compliance with Section 409A.* The Company intends that the Restricted Stock be structured in compliance with, or to satisfy an exemption from, Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder (“**Section 409A**”), such that there are no adverse tax consequences, interest, or penalties under Section 409A as a result of the Restricted Stock. In the event the Restricted Stock is subject to Section 409A, the Committee may, in its sole discretion, take the actions described in Section 11 of the Plan. Notwithstanding any contrary provision in the Plan or this Agreement, any payment(s) of nonqualified deferred compensation (within the meaning of Section 409A) that are otherwise required to be made under this Agreement to a “specified employee” (as defined under Section 409A) as a result of his or her separation from service (other than a payment that is not subject to Section 409A) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid on the date that immediately follows the end of such six (6) month period (or, if earlier, the date of death of the specified employee) or as soon as administratively practicable thereafter. A termination of Service shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A upon or following a termination of Service, unless such termination is also a “separation from service” within the meaning of Section 409A and the payment thereof prior to a “separation from service” would violate Section 409A. For purposes of any such provision of this Agreement relating to any such payments or benefits, references to a “termination,” “termination of Service” or like terms shall mean “separation from service.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOGO DE CHÃO, INC.

By: _____
Name:
Title:

Agreed and acknowledged as of the date first above written:

By: _____
Name:

FORM OF SECTION 83(B) ELECTION MATERIALS

Form of Section 83(b) Election Instructions

To make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code") in connection with your receipt, for tax purposes, of Shares of Fogo de Chão, Inc. (the "Company"), you should complete and sign three copies of the enclosed Section 83(b) Election form and mail as indicated **no later than 30 days after the Grant Date**.

1. You should mail one copy of the executed Section 83(b) Election to the Internal Revenue Service (see attached chart for appropriate Internal Revenue Service Center), by certified mail (return receipt requested), using the attached letter to the Internal Revenue Service, which you must date and sign (also fill in your social security number).
2. You should deliver one copy of the executed Section 83(b) Election to the Company, using the attached letter, which you must date and sign.
3. You should retain one copy of the executed Section 83(b) Election and file it with your 2017 federal income tax return.

IRS Service Centers for 83(b) Election

Questions: 1-800-829-1040

If you live in:

Florida, Louisiana, Mississippi, Texas

Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada,
New Mexico, Oregon, Utah, Washington, Wyoming

Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,
Montana, Nebraska, North Dakota, Ohio, Oklahoma, South
Dakota, Wisconsin

Alabama, Georgia, Kentucky, New Jersey, North Carolina, South
Carolina, Tennessee, Virginia

Connecticut, Delaware, District of Columbia, Maine, Maryland,
Massachusetts, Missouri, New Hampshire, New York,
Pennsylvania, Rhode Island, Vermont, West Virginia

A foreign country, U.S. possession or territory, or use an APO or
FPO address, or are a dual-status alien

Appropriate Service Center Mailing Address

Department of the Treasury Internal Revenue Service Austin, TX 73301-0002

Department of the Treasury Internal Revenue Service Fresno, CA 93888-0002

Department of the Treasury Internal Revenue Service Fresno, CA 93888-0002

Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0002

Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0002

Department of the Treasury Internal Revenue Service Austin, TX 73301-0215

Election to Include Shares in Gross Income

Pursuant to Section 83(b) of the Internal Revenue Code

The undersigned purchased shares of common stock, par value \$0.01 per share (the "Shares"), of Fogo de Chão, Inc., on [●], 2017.

The undersigned desires to make a protective election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended ("Code §83(b)").

Therefore, pursuant to Code §83(b) and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election, with respect to the Shares (described more fully in Paragraph 2 below).

The following information is supplied in accordance with Treasury Regulation §1.83-2(e):

1. The name, address and social security number of the undersigned:

Name: _____

Address: _____

SSN: _____

2. A description of the property with respect to which the election is being made:

Company	Number of Shares
Fogo de Chão, Inc.	[●] Shares

3. The property was transferred on [●], 2017 (the "**Transfer Date**"). The taxable year for which such election is made: **calendar year 2017**.
4. The restrictions to which the property is subject: The Property is subject to time-based vesting restrictions. Vesting will accelerate in certain circumstances.
5. The aggregate fair market value on the Transfer Date of the property with respect to which the election is being made, determined without regard to any lapse restrictions: \$[●]
6. The aggregate amount paid for such property: \$[●]
7. A copy of this election has been furnished to the Company pursuant to Treasury Regulations §1.83-2(e)(7).

Dated: [●], 2017

Print Name:

[●], 2017

Internal Revenue Service Center

[Insert Address]

Re: Section 83(b) Election

SSN: _____

Dear Sir or Madam:

Pursuant to Treasury Regulations Section 1.83-2(c) promulgated under Section 83 of the Internal Revenue Code of 1986, as amended (the "Code"), enclosed please find an election under Section 83(b) of the Code.

Sincerely,

Print Name:

Enclosure

[•], 2017

14881 Quorum Drive
Suite 750
Dallas, TX 75254
Attention: General Counsel

Re: Section 83(b) Election

Dear Sir:

Pursuant to Treasury Regulations Section 1.83-2(d) promulgated under Section 83 of the Internal Revenue Code of 1986, as amended (the "Code"), enclosed please find a copy of an election under Section 83(b) of the Code.

Sincerely,

Print Name:

Enclosure

CHANGE OF CONTROL AGREEMENT

This Change of Control Agreement (this “*Agreement*”), effective as of [●], 2017, (“*Effective Date*”) is made between Fogo de Chao, Inc., a Delaware corporation (the “*Company*”) and the individual executing this Agreement as the Executive on the signature page (the “*Executive*”).

RECITALS

A. The Executive is a senior executive of the Company and is expected to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

B. The Company recognizes that the possibility of a Change of Control, as hereinafter defined, exists and that such possibility, and the uncertainty it may create among management, may result in the distraction or departure of management personnel, to the detriment of the Company and its stockholders, including a reduction of the value received by stockholders in a Change of Control transaction;

C. The Company desires to assure itself of both present and future continuity of management and to establish fixed severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change of Control; and

D. The Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company. Accordingly, the Company and the Executive agree as follows:

1. Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) “*Affiliate*” means any entity that the Company, either directly or indirectly, is in common control with, is controlled by or controls, or any entity in which the Company has a substantial equity interest, direct or indirect.

(b) “*After-Tax Amount*” means the amount to be received by the Executive determined on an after-tax basis taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law and any applicable federal, state and local income and employment taxes.

(c) “*Base Pay*” means the Executive’s annual base salary rate as in effect at the time a determination is required to be made under Section 4.

(d) “*Board*” means the Board of Directors of the Company; any action of the Board herein contemplated will be valid if adopted by a majority of the total number of directors then in office or a majority of the directors of the Incumbent Board and, for purposes of interpreting,

amending or waiving any portion of this Agreement, may be adopted by a majority of the directors of the Incumbent Board by written action, whether or not unanimous, or may be delegated by specific action of the Board of Directors after the date hereof to any directorate committee comprised solely of directors of the Incumbent Board who are also Independent Directors.

(e) “**Bonus Pay**” means compensation in addition to Base Pay which is (i) payable pursuant to any plan, program, agreement or arrangement (excluding employee stock options or restricted stock or other rights the value of which is determined by reference to the value of the Company’s common stock); (ii) determined by reference to one or more performance measures and (iii) payable in cash.

(f) “**Bonus Pay Opportunity**” means the maximum amount of Bonus Pay that the Executive would receive pursuant to any plan, program, agreement or arrangement in existence immediately prior to a Change of Control (disregarding the effects of the Change of Control, including without limitation increased depreciation or amortization, financing expense and transaction costs), assuming satisfaction of all thresholds or other conditions thereto established (i) prior to the Change of Control or (ii) after the Change of Control either (A) with the Executive’s specific prior written approval or (B) by action of a committee of the Board comprised solely of Independent Directors.

(g) “**Beneficial Owner**” or “**Beneficial Ownership**” shall have the meaning ascribed to such term in Rule 13d-3 of the General Rules and Regulations under the Exchange Act.

(h) “**Cause**” means, with respect to the Executive: (i) the Executive’s misappropriation or theft of the Company’s or any of its subsidiary’s funds or property, (ii) the Executive’s conviction or entering of a plea of nolo contendere of any fraud, misappropriation, embezzlement or similar act, felony or crime involving dishonesty or moral turpitude, (iii) the Executive’s material breach of this Agreement or Other Employment Agreement or material failure to perform any of his duties owed to the Company, (iv) intentional breach by the Executive of his fiduciary obligations to the Company or any securities laws applicable to the Company for which Executive has direct responsibility and of which he was not acting under instructions of the Board or under the belief, based on advice of Company counsel, that his conduct was appropriate, or (iv) the Executive’s commission of any act involving willful malfeasance or gross negligence or the Executive’s failure to act involving material nonfeasance.

The Executive’s employment with the Company shall not be terminated for Cause unless he has been given written notice by the Board of its intention to so terminate his employment (a “**Notice of Cause**”), such notice (i) to state in detail the particular act or acts or failure or failures to act that constitute the grounds on which the proposed termination for Cause is based and (ii) to be given within six months of the Board’s learning of such acts or failures to act. The Executive shall have ten (10) days after the date that the Notice of Cause is given in which to cure any breach of this Agreement or acts or failures to act, to the extent such cure is possible.

(i) “**Change of Control**” means the occurrence of any one or more of the following events:

(i) Any Person, other than Thomas H. Lee Partners, L.P., Thomas H. Lee Equity Fund VI, L.P., Thomas H. Lee Parallel Fund VI, L.P., Thomas H. Lee Parallel (DT) Fund VI, L.P. or any affiliated fund, becomes the Beneficial Owner of, or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such Person, thirty percent (30%) or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of the members of the Board (the “**Outstanding Company Voting Securities**”); provided, however, that for purposes of this Section 1(i)(i), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, including without limitation, a public offering of securities; (ii) any acquisition by the Company or any of its Subsidiaries or Affiliates; (iii) any acquisition by any employee benefit plan or related trust sponsored or maintained by the Company or any of its Subsidiaries or Affiliates; or (iv) any acquisition by any Person pursuant to a transaction which complies with clauses (i), (ii), and (iii) of Section 1(i)(iii).

(ii) During any period of 12 consecutive months, individuals who constitute the Board as of the Effective Date (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the Board; provided, that any individual becoming a member of the Board subsequent to the Effective Date whose election to the Board, or nomination for election by one or more of the Company’s shareholders, was approved by a vote of at least a majority of the members of the Board then comprising the Incumbent Board, shall be considered as though such individual were a member of the Incumbent Board.

(iii) Consummation of a reorganization, merger, amalgamation, statutory share exchange, consolidation or like event to which the Company is a party or consummation of a transaction (or a series of transactions within a twelve (12)-month period) that constitutes the sale or other disposition of all or substantially all of the assets of the Company (a “**Business Combination**”), unless, following such Business Combination: (i) all or substantially all of the individuals and entities who were the Beneficial Owners of Outstanding Company Voting Securities immediately prior to such Business Combination are the Beneficial Owners, directly or indirectly, of fifty percent (50%) or more of the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors (or election of members of a comparable governing body) of the entity resulting from the Business Combination (including, without limitation, an entity which as a result of such transaction owns all or substantially all of the Company or all or substantially all of the Company’s assets either directly or through one or more Subsidiaries) (the “**Successor Entity**”); (ii) no Person (excluding any Successor Entity or any employee benefit plan or related trust of the Company, such Successor Entity, or any of their

Subsidiaries) is the Beneficial Owner, directly or indirectly, of thirty percent (30%) or more of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or comparable governing body) of the Successor Entity, except to the extent that such ownership existed prior to the Business Combination; or (iii) at least a majority of the members of the board of directors (or comparable governing body) of the Successor Entity were members of the Incumbent Board (including persons deemed to be members of the Incumbent Board by reason of the proviso of Section 1(g)(ii)) at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(j) “**Code**” means the Internal Revenue Code of 1986, as amended.

(k) “**Employee Benefits**” means the benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which the Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing benefits and service credit for benefits at least as great in the aggregate as are payable thereunder immediately prior to a Change of Control.

(l) “**ERISA**” means the Employee Retirement Income Security Act of 1976, as amended.

(m) “**Excess Parachute Payment**” means a payment that creates an obligation for Executive to pay excise taxes under Section 280G or 4999 of the Code or any successor provision thereto.

(n) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

(o) “**Good Reason**” means the occurrence of one or more of the following events:

(i) the assignment to Executive of any duties that are materially inconsistent with Executive’s position (including status, offices, titles and reporting requirements), authority, duties, or responsibilities or any other action by the Company which results in a material diminution in such position, authority, duties, or responsibilities, excluding for this purpose an isolated, insubstantial, and inadvertent action not taken in bad faith and which is remedied by the Company promptly after its receipt of written notice that specifically identifies the conduct that the Executive believes to constitute Good Reason within 30 days after the occurrence of such conduct,

(ii) any material breach by the Company of this Agreement which remains uncured for ten (10) days following the Company's receipt of written notice that specifically identifies the breach,

(iii) any reduction by the Company of the Executive's Base Pay or Bonus Pay Opportunity, other than a reduction not to exceed an aggregate amount of up to 20% of the Base Pay or Bonus Pay Opportunity provided that (x) such reduction is applied to all executive officers of the Company and (y) the Board has determined in good faith that such reduction is necessary for the Company to comply with the covenants of the Company's financial obligations to third parties or to preserve the Company as a going concern,

(iv) if the Executive's principal residence at the time in question is within 35 miles of the Company's headquarters or the headquarters of the subsidiary that is the Executive's employer, the Company requires the Executive to have Executive's principal location of work changed to any location that is in excess of 50 miles from such residence without the Executive's prior written consent,

(v) any purported termination by the Company of Executive's employment except pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii) of this Agreement or as otherwise expressly permitted by an Other Employment Agreement (as defined in Section 6(b)) or any Other Agreement (as defined in Section 1(q)),

(vi) any failure by the Company to require any successor (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, or

(vii) without limiting the generality or effect of the foregoing, any material breach of this Agreement, Other Employment Agreement or any Other Agreement by the Company or any successor thereto which is not remedied by the Company within ten (10) calendar days after the Company's receipt of written notice from the Executive of such breach.

(p) "**Independent Directors**" means directors who qualify as "independent" directors under then-applicable Nasdaq rules applicable to compensation committees (whether or not the Company's securities continue to be listed for trading thereon).

(q) "**Other Agreement**" means an agreement, contract or understanding (including any option, restricted stock or equity plan or agreement) other than this Agreement, heretofore or hereafter entered into by the Executive with the Company or any Subsidiary.

(r) “**Retirement Plans**” means the benefit plans of the Company that are intended to be qualified under Section 401(a) of the Code and any supplemental executive retirement benefit plan or any other plan that is a successor thereto as such Retirement Plans were in effect immediately prior to the Change of Control and if the Executive was a participant in such Retirement Plan immediately prior to the Change of Control.

(s) “**Section 409A**” means Section 409A of the Code, and the regulations and guidance promulgated thereunder, or any successor statute.

(t) “**Severance Period**” means the period of time commencing on the date of the first occurrence of a Change of Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change of Control and (ii) the Executive’s death.

(u) “**Subsidiary**” means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding voting interests.

(v) “**Term**” means the period commencing as of the date hereof and expiring on the close of business on [●], 2020; provided, however, that (i) if a Change of Control occurs during the Term, the Term will expire on the last day of the Severance Period; and (ii) subject to Section 3(●), if, prior to a Change of Control, the Executive ceases for any reason to be a full-time employee of the Company, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect.

(w) “**Termination Date**” means the date on which the Executive’s employment is terminated (the effective date of which will be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b)); provided such date constitutes the date of the Executive’s “separation from service” as defined in Section 409A.

(x) “**Voting Stock**” means securities entitled to vote generally in the election of directors.

(y) “**Welfare Benefits**” means Employee Benefits that are provided under any “welfare plan” (within the meaning of Section 3(1) of ERISA) of the Company, and fringe benefits and other perquisites of employment.

2. Operation of Agreement. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change of Control occurs. Upon the occurrence of a Change of Control at any time during the Term, without further action, this Agreement will become immediately operative.

3. Termination Following a Change of Control. (a) In the event of the occurrence of a Change of Control, the Executive’s employment may be terminated by the Company during the Severance Period and the Executive will be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) the Executive’s death;

(ii) the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change of Control; or

(iii) Cause.

If, during the Severance Period, the Executive's employment is terminated by the Company other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), the Executive will be entitled to the benefits provided by Section 4, provided that such termination constitutes a "separation from service" as defined in Section 409A.

(b) In the event of the occurrence of a Change of Control, the Executive may terminate employment with the Company during the Severance Period for Good Reason with the right to severance compensation as provided in Section 4 regardless of whether any other reason, other than Cause, for such termination exists or has occurred, including without limitation other employment or permanent disability.

(c) Nothing in this Agreement will (i) be construed as creating an express or implied contract of employment, changing the status of Executive as an employee at will, giving the Executive any right to be retained in the employ of the Company, or giving the Executive the right to any particular level of compensation or benefits or (ii) interfere in any way with the right of the Company to terminate the employment of the Executive at any time with or without Cause, subject in either case to the obligations of the Company under this Agreement.

4. Severance Compensation. (a) If, following the occurrence of a Change of Control, the Company terminates the Executive's employment during the Severance Period, other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates Executive's employment pursuant to Section 3(b) (in either case, any such termination, a "**Triggering Termination**"), and provided that such Triggering Termination constitutes a "separation from service" as defined in Section 409A, the Company will pay to the Executive the amounts described in Annex A within the period of time set forth in Annex A (subject to the provisions of Section 4(d) of this Agreement) and will continue to provide to the Executive the benefits described in Annex A for the periods described therein.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the "prime rate" as set forth from time to time during the relevant period in The Wall Street Journal "Money Rates" column, plus 200 basis points, compounded monthly, or, if less, the maximum rate legally allowed. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

(c) In the event of a Change of Control, regardless of the terms of any Other Agreement (i) the Executive shall become vested (immediately prior to the Change of Control) with respect to the unvested portion of any and all options to purchase the Company's common stock (and Executive shall be permitted to exercise all outstanding options so that Executive is afforded, with respect to such options, the same treatment as holders of the Company's Voting Stock), and (ii) all restrictions with respect to any Company restricted stock or other equity-based awards shall lapse so that Executive is afforded, with respect to such restricted stock or other equity-based awards, the same treatment as holders of the Company's Voting Stock. Vesting shall occur pursuant to Section 4(c) (i) and restrictions shall lapse as to Section 4(c)(ii), immediately prior to the Change of Control and without regard to any performance requirement or standard, regardless of whether such performance requirement or standard includes or contemplates a minimum or maximum target or goal, all of which shall be deemed satisfied immediately prior to the Change of Control.

(d) To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following the Executive's termination of employment shall instead be paid on the first business day after the date that is six months following the Executive's termination of employment (or upon the Executive's death, if earlier). In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in Annex A that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise.

5. Limitations on Payments and Benefits. Notwithstanding any provision of this Agreement or any Other Agreement to the contrary, if any amount or benefit to be paid or provided under this Agreement or any Other Agreement would be an Excess Parachute Payment (including after taking into account the value, to the maximum extent permitted by Section 280G of the Code, of the covenants in Section 8 hereof), but for the application of this sentence, then the payments and benefits to be paid or provided under this Agreement and any Other Agreement will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment; provided, however, that the foregoing reduction will not be made if such reduction would result in the Executive receiving an After-Tax Amount less than 90% of the After-Tax Amount of the severance payments he or she would have received under Section 4 or under any Other Agreement without regard to this clause. Whether requested by the Executive or the Company, the determination of whether any reduction in such payments or benefits to be provided under this Agreement or otherwise is required pursuant to the preceding sentence, and the value to be assigned to the Executive's covenants in Section 8 hereof for purposes of determining the amount, if any, of the Excess Parachute Payment will be made at the expense of the Company by the Company's

independent accountants or benefits consultant. The fact that the Executive's right to payments or benefits may be reduced by reason of the limitations contained in this Section 5 will not of itself limit or otherwise affect any other rights of the Executive pursuant to this Agreement or any Other Agreement. In the event that any payment or benefit intended to be provided is required to be reduced pursuant to this Section 5, the Executive will be entitled to designate the payments and/or benefits to be so reduced in order to give effect to this Section 5, to the extent that the payment or benefit does not constitute deferred compensation within the meaning of Section 409A. The Company will provide the Executive with all information reasonably requested by the Executive to permit the Executive to make such designation.

6. No Mitigation Obligation; Other Agreements. (a) The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in Paragraph 2(c) of Annex A.

(b) A termination of employment pursuant to Section 3(a), 3(b) or 3(c) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights will be governed by the terms thereof. To the extent that the Executive receives payments by reason of his or her termination of employment pursuant to any other employment or severance agreement ("Other Employment Agreement"), the amounts otherwise receivable under Section 4 will be reduced by the amounts actually paid pursuant to the Other Employment Agreement, but not below zero, to avoid duplication of payments so that the total amount payable or value of benefits receivable hereunder and under the Other Employment Agreement is not less than the amounts so payable or value so receivable had such benefits been paid in full hereunder.

7. Legal Fees and Expenses. It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of the Executive's rights in connection with any dispute arising under this Agreement because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to

retain counsel of the Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such dispute or proceeding. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; *provided* that, in regard to such matters, the Executive has not acted in bad faith. The Executive shall promptly submit a written request for reimbursement of such expenses, but in no event later than ninety days following the date on which such expenses were incurred, accompanied by such evidence of fees and expenses incurred as the Company may reasonably require, and such reimbursements will be made within thirty business days after delivery of the Executive's written requests for payment.

8. **Restricted Activities.** In exchange for good and valuable consideration hereunder, the Executive agrees that the restrictions below on his or her activities during and after the Executive's Service are necessary to protect the goodwill, Confidential Information (as defined below) and other legitimate interests of the Company. For purposes of this Section 8, the term "Company" will also include any Subsidiary.

(a) **Confidential Information.** The Executive acknowledges that during the period of his or her employment by the Company, the Executive shall have access to and shall be provided with sensitive, confidential, proprietary and trade secret information of the Company (including, in each case, such information, observations and data obtained prior to the date of this Agreement concerning the business or affairs of the Company and its predecessors) (collectively, "**Confidential Information**") which is the property of the Company, and agrees that the Company has a protectable interest in such Confidential Information. Therefore, the Executive agrees that the Executive shall not, during the Severance Period and at all times thereafter, disclose to any unauthorized person or use for Executive's own purposes any such Confidential Information without the prior written consent of the Company unless and to the extent that the aforementioned matters (i) become or are generally known to and available for use by the industry other than as a result of the Executive's unauthorized acts or omissions in breach of this Agreement, (ii) are required to be disclosed by judicial process or law or (iii) are in furtherance of the Executive's duties to the Company. The Executive shall deliver to the Company at the termination of employment, or at any other time the Company may request, (A) all memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents and data (and copies thereof) which constitute Confidential Information which the Executive may then possess or have under Executive's control and (B) all property of the Company in the Executive's possession, including but not limited to all company-owned computer equipment (hardware and software), telephones, facsimile machines, blackberry and other communication devices, credit cards, office keys, security access cards, badges, and identification cards. Nothing in this Agreement or otherwise limits the Executive's ability to communicate directly with and provide information, including documents, not otherwise protected from

disclosure by any applicable law or privilege to the U.S. Securities and Exchange Commission (the “**SEC**”) or any other federal, state or local governmental agency or commission (“**Government Agency**”) regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against the Executive for any of these activities, and nothing in this Agreement or otherwise requires the Executive to waive any monetary award or other payment that Executive might become entitled to from the SEC or any other Government Agency.

(b) **Non-Competition.** The Executive acknowledges that in the course of the Executive’s Service with the Company the Executive has become and shall become familiar with trade secrets and other Confidential Information concerning the Company that derive independent economic value from not being generally known, and that the Executive’s services have been and shall be of special, unique or extraordinary value to the Company and its Affiliates. For the period following the Termination Date specified in Paragraph (3) of Annex A (the “**Non-Competition Period**”), subject to the Executive’s receipt of benefits under Section 4, the Executive will not, without the prior written consent of the Company, which consent will not be unreasonably withheld, not engage, directly or indirectly in the Business (as defined below) in any city or within a fifty (50) mile radius of any city in the United States or Brazil in which the Company currently operates or will operate during the term of this Agreement, or, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render other financial assistance to, or participate in or be connected with, as an officer, director, employee, partner, stockholder, agent, or consultant or otherwise, any Person that competes with the Business; *provided that*, for purposes of this Section 8(b), ownership of securities having no more than two percent (2%) of the outstanding voting power of any publicly traded Business shall not be deemed to be in violation of this Section 8(b). The Executive expressly agrees and acknowledges that the restrictions contained in this Section 8(b) are for the purposes of restricting the activities of the Executive only to the extent necessary for the protection of the legitimate business interests of the Company, and do not preclude the Executive from earning a livelihood, nor do they unreasonably impose limitations on the Executive’s ability to earn a living. In addition, the Executive agrees and acknowledges that the potential harm to the Company of their non-enforcement outweighs any harm to the Executive of its enforcement by injunction or otherwise. The Executive expressly acknowledges and agrees that each and every restraint imposed by this Section 8(b) is reasonable with respect to the subject matter, time period and geographical area. The Non-Competition Period shall be extended by the length of any period during which the Executive is in breach of the terms of this of this Section 8(b). For purposes of this Agreement, “**Business**” means any business which involves the development, opening, operating or franchising of restaurants that derive more than twenty-five percent (25%) of their annual food sales from steak products in the United States or Brazil.

(c) Non-Solicitation. The Executive agrees that, during the Non-Competition Period, the Executive shall not (i) induce or attempt to induce any customer, supplier or other party with whom or which the Company did business during the Executive's Service with the Company and with whom or which the Executive had contact during his or her Service with the Company to cease doing business with the Company, or in any way interfere with or attempt to interfere with the relationship between the Company and any existing customer, supplier or other party with whom or which the Company did business during the Executive's Service with the Company and with whom or which the Executive had contact during his or her Service with the Company, the effects of which would tend to divert, diminish, or prejudice the goodwill or business of the Company or any Affiliate, or (ii) with respect to anyone who worked for the Company (the "**Company Employee**"), (A) hire, employ or retain the services of (including, without limitation, as an employee or independent contractor) any such Company Employee, (B) directly or indirectly interfere with or attempt to interfere with any Company Employee and/or representative or agent of the Company, or (C) induce or attempt to induce any Company Employee to leave the employ of the Company, whether or not such person is employed or engaged pursuant to a contract with the Company, or otherwise engaged at will, or violate the terms of their contracts, or any employment arrangements, with the Company; *provided* that, while the foregoing shall not prohibit a general solicitation to the public by general advertising, hiring any person identified in this Section 8(c) as a result of such general solicitation is prohibited during the Non-Competition Period.

9. Employment Rights. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change of Control.

10. Withholding of Taxes. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

11. Successors and Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor will thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto will, without the consent of the other (except as required by a court order), assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by the Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company will have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx or UPS, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at the Executive's principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address will be effective only upon receipt.

13. Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware and federal law, without giving effect to the principles of conflict of laws of such State, except as expressly provided herein. In the event the Company exercises its discretion under Section 8(b) to bring an action to enforce the covenants contained in Section 8 in a court of competent jurisdiction where the Executive has breached or threatened to breach such covenants, and in no other event, the parties agree that the court may apply the law of the jurisdiction in which such action is pending in order to enforce the covenants to the fullest extent permissible.

14. Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, unenforceable or otherwise illegal, including without limitation Section 8 hereof, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal. If any covenant in Section 8 should be deemed invalid, illegal or unenforceable because its time, geographical area, or restricted activity, is considered excessive, such covenant will be modified to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

15. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party that are not set forth expressly in this Agreement. The headings used in this Agreement are intended for convenience or reference only and will not in any manner amplify, limit, modify or otherwise be used in the construction or interpretation of any provision of this Agreement. References to Sections are to Sections of this Agreement. References to Paragraphs are to Paragraphs of an Annex to this Agreement. Any reference in this Agreement to a provision of a statute, rule or regulation will also include any successor provision thereto.

16. Survival. Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under Sections 3(b), 3(c), 4, 5, 6, 7, 8, 9, 10, 11(b), 16 and 17 will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change of Control for any reason whatsoever.

17. Beneficiaries. The Executive will be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following the Executive's death, and may change such election, in either case by giving the Company written notice thereof in accordance with Section 12. In the event of the Executive's death or a judicial determination of the Executive's incompetence, reference in this Agreement to the "Executive" will be deemed, where appropriate, to the Executive's beneficiary, estate or other legal representative.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same agreement.

19. Section 409A. To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A. This Agreement will be administered in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without the consent of the Executive). Prior to any Change of Control, the Company and the Executive will agree to any amendment of this Agreement approved by the Board based on the advice of a nationally recognized law firm designated by the Board that such amendment, if implemented, is or is reasonably likely to reduce any adverse effect on the Company or the Executive of any rule, regulation or IRS interpretation of Section 409A and that such firm is recommending similar changes or provisions to its other clients that have change-in-control, severance or employment agreements or plans.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date last written below.

EXECUTIVE: [Name of Executive]

Signature: _____

Date: [●], 2017

FOGO DE CHAO, INC.

By: Todd A. Abbrecht

Title: Chair of the Compensation Committee

Signature: _____

Date: [●], 2017

ANNEX A

SEVERANCE COMPENSATION, ETC.

1. A lump sum payment shall be payable within five business days after the Termination Date in an amount equal to [●] times the sum of (a) Base Pay (at the rate in effect for the year in which the Termination Date occurs), plus (b) Bonus Pay Opportunity (at the targeted amount in effect for the year in which the Termination Date occurs or, if the Bonus Pay Opportunity shall not have been established or shall be reduced after a Change in Control, the highest aggregate Bonus Pay Opportunity as in effect for any of the three fiscal years immediately preceding the year in which the Change in Control occurred).
2. (a) For any Welfare Benefits that the Executive was receiving or entitled to receive immediately prior to the Termination Date that are considered to be "reimbursement arrangements" covered under Section 1.409A-1(b)(9)(v)(A) of the Code, the Company will arrange to provide for a period of 18 months following the Termination Date (the "*Continuation Period*"), the Executive with Welfare Benefits substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date except that the level of any such Welfare Benefits to be provided to the Executive may be reduced in the event of a corresponding reduction generally applicable to all similarly situated recipients of or participants in such Welfare Benefits. If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself

pay or provide for the payment to the Executive, or the Executive's dependents and beneficiaries, of such Welfare Benefits along with, in the case of any benefit described in this Paragraph 2 that is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or the Executive's dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Such tax payment will be made to the Executive by the Company no later than December 31st of the year in which the Executive remits such tax payments to the appropriate taxing authorities.

(b) Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of the Executive's dependents is entitled pursuant to Section 4980B of the Code under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" will be the termination of the Continuation Period and the Executive will be considered to have remained actively employed on a fulltime basis through that date, provided, however, that (1) with respect to health benefits the continuation period will in all events terminate on the 18- month anniversary of the Termination Date as so determined and (2) the Company will pay, or reimburse the Executive for, all COBRA continuation costs during such period.

(c) For purposes of the immediately preceding sentence and for purposes of calculating service or age to determine the Executive's eligibility for Welfare Benefits, including benefits under any retiree medical benefits or life insurance plan or policy, the Executive will be considered to have remained actively employed on a full-time basis through the termination of the Continuation Period.

(d) For any Welfare Benefits that the Executive was receiving or entitled to receive immediately prior to the Termination Date that are not considered to be "reimbursement arrangements" covered under Section 1.409A-1(b)(9)(v)(A) of the Code, the Company shall pay to the Executive, within the time period described in Paragraph 1, in a lump sum, an amount equal to the present value of the continuation of such benefits for 18 months following the Termination Date.

(e) Welfare Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable Welfare Benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such Welfare Benefits actually received by the Executive will be reported by the Executive to the Company.

3. The Non-Competition Period contemplated by Section 8(a) will be 24 months from the Termination Date.