**INTERCOMPANY CREDIT AGREEMENT**

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This INTERCOMPANY CREDIT AGREEMENT (this "Agreement") by and between

Carlson Companies, Inc., a Minnesota corporation ("CCI"), and Carlson

Restaurants Worldwide Inc., a Delaware corporation ("CRW"), is effective as

of August 19, 1999.

 ARTICLE I

 DEFINITIONS

 SECTION 1.01 DEFINITIONS. The following terms, as used herein, have the

following meanings:

(a) "ADVANCE" means, an advance by CCI or CRW, as applicable, pursuant to

Section 2.01 or 2.02, which shall include, without limitation, advances by

CCI to CRW or on behalf of CRW and amounts owed by CRW and its Subsidiaries

for fees, costs and expenses under the Services Agreement between the

parties.

(b) "CCI BALANCE" means, with respect to an Interest Period, the net daily

balance of funds owed by CCI to CRW as set forth in the intercompany account

maintained by CCI pursuant to Section 2.05 hereof.

(c) "CODE" means, the Internal Revenue Code of 1986 as amended.

(d) "CRW BALANCE" means, with respect to an Interest Period, the net daily

balance of funds owed by CRW to CCI as set forth in the intercompany account

maintained by CCI pursuant to Section 2.05 hereof.

(e) "CRW PROMISSORY NOTE" means, that certain Promissory Note dated December

31, 1998 issued by CRW in the amount of approximately $70.4 million to

Carlson Companies, Inc.

(f) "DIVIDEND PROMISSORY NOTE" means, that certain Promissory Note dated

June 28, 1999 issued by CRW in the amount of $120 million to Carlson

Hospitality Group, Inc.

(g) "ERISA" means, the Employee Retirement Income Security Act of 1974,

together with all amendments from time to time thereto.

(h) "ERISA AFFILIATE" means, any trade or business (whether or not

incorporated) which is under common control with CRW within the meaning of

the regulations promulgated under the Internal Revenue Code of 1986 as

amended.

(i) "EVENT OF DEFAULT" means, any material default of the terms of this

Agreement or the Services Agreement.

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(j) "INDEBTEDNESS" means, with respect to any Person at any time, without

duplication, all obligations of such Person which, in accordance with

generally accepted accounting principles, consistently applied, should be

classified as liabilities on a consolidated balance sheet of such Person

prepared in accordance with generally accepted accounting principles,

consistently applied, but in any event shall include: (a) all obligations of

such Person for borrowed money, (b) all obligations of such Person evidenced

by bonds, debentures, notes or other similar instruments, (c) all obligations

of such Person upon which interest charges are customarily paid or accrued,

(d) all obligations of such Person under conditional sale or other title

retention agreements relating to property purchased by such Person, (e) all

obligations of such Person issued or assumed as the deferred purchase price

of property or services (other than accounts payable on normal payment terms

to suppliers incurred in the ordinary course of business), (f) all

obligations of others secured by any Lien on property owned or acquired by

such Person, whether or not the obligations secured thereby have been

assumed, (g) all capitalized lease obligations of such Person, (h) all

obligations of any partnership or joint venture as to which such Person is or

may become personally liable, (i) all guarantees by such Person of

Indebtedness of others, and (j) all contingent obligations of such Person.

(k) "INTEREST PERIOD" means, the period commencing on the date of an Advance

and ending on the date the Advance is paid.

(l) "INTEREST RATE" has the meaning ascribed to it in Section 2.03.

(m) "INVESTMENT" means, any investment in any Person, whether by means of

share purchase, capital contribution, loan or otherwise; in determining from

time to time the amount of Investments, share purchases and capital

contributions shall be taken at the original cost thereof regardless of any

subsequent appreciation or depreciation therein and loans shall be taken at

the principal amount thereof remaining unpaid.

(n) "LIBOR RATE" means, a rate equal to the LIBOR Rate, as the rate for the

Interest Period shall be published from time to time in the Money Rates

column of the "Money & Investing Section" of the WALL STREET JOURNAL as the

"LIBOR Rate" for three month borrowings.

(o) "MULTIEMPLOYER PLAN" means, the term as defined in Section 4001 (a)(3)

of ERISA to which CRW or and Subsidiary is making or accruing an obligation

to make contributions or has within any of the preceding three plan years

made or accrued an obligation to make contributions.

(p) "PLAN" means, each employee benefit plan (whether now in existence or

hereafter instituted), as such term is defined in Section 3 of ERISA,

maintained for the benefit of employees, officers or directors of CRW or any

Subsidiary.

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(q) "LIEN" means, any security interest, mortgage, pledge, lien, charge,

encumbrance, title retention agreement or analogous instrument, in, of, or on

any of the assets or properties, now owned or hereafter acquired, of CRW or

any Subsidiary, whether arising by agreement or operation of law.

(r) "PERSON" means, any natural person, corporation, partnership, joint

venture, firm, association, trust, unincorporated organization, government or

governmental agency or political subdivision or any other entity, whether

acting in an individual, fiduciary or other capacity.

(s) "SERVICES AGREEMENT" means, the Services Agreement effective as of

August 19, 1999, between CCI and CRW, as it may be amended from time to time.

If the Services Agreement is terminated prior to the termination of this

Agreement, any references to the Services Agreement after its termination

shall mean the version of the Services Agreement in effect immediately prior

to the termination of the Services Agreement.

(t) "SUBSIDIARY" means, any corporation a majority of the shares of the

outstanding stock of which have ordinary voting power for the election of

directors is owned by CRW, either directly or through one or more of its

Subsidiaries.

 ARTICLE II

 ADVANCES AND CASH MANAGEMENT

 SECTION 2.01 ADVANCES FROM CRW TO CCI. Any funds of CRW and its

Subsidiaries that are not required to meet the daily cash requirements of CRW

and its Subsidiaries will be transferred to CCI through a concentration

account on a daily basis as an Advance hereunder and/or applied, at the

discretion of CRW, to decrease the outstanding balance of Advances from CCI

pursuant to Section 2.02, as applicable. Any funds transferred from CRW to

CCI will be deemed as either an Advance to CCI, if there are no outstanding

Advances from CCI to CRW, or a decrease of Advances from CCI to CRW, if such

Advances exist. Any interest payable by CCI on an Advance from CRW (other

than interest payable upon or after termination of this Agreement) shall be

treated (effective as of the first day of the following Interest Period) as

an Advance from CRW for the purposes of this Agreement. Each Advance by CRW

under this Section 2.01 shall be deemed to be made by CRW notwithstanding the

fact that such Advance may involve cash of one or more Subsidiaries of CRW.

All funds which constitute Advances to CCI pursuant to this Section 2.01(and

not decreases in Advances from CCI to CRW) shall bear interest at the LIBOR

Rate.

 SECTION 2.02 ADVANCES FROM CCI TO CRW. Subject to the following limit,

any funds needed by CRW and its Subsidiaries in order to meet daily cash

requirements of CRW and its Subsidiaries will be advanced by CCI. In

addition, subject to repayment as provided in Section 2.04 and simultaneously

with the execution of this Agreement,

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CCI will issue an Advance and satisfy the outstanding balance of the Dividend

Promissory Note and CRW Promissory Note. The outstanding balance of all

Advances from CCI to CRW and all of its Subsidiaries shall never exceed (i)

$225,000,000 in the aggregate at any time prior to an initial public offering

of stock of CRW, or (ii) $105,000,000 in the aggregate at any time after the

application of the proceeds of such initial public offering of stock of CRW.

Any funds transferred from CCI to CRW will be deemed as either an Advance to

CRW, if there are no outstanding Advances from CRW to CCI, or a decrease of

the Advances from CRW, if such Advances to CCI exist. Any interest payable by

CRW on an Advance from CCI (other than interest payable upon or after

termination of this Agreement) shall be treated (effective as of the first

day of the following Interest Period) as an Advance from CCI for the purposes

of this Agreement. Interest that accrues after the maximum borrowing amount

has been reached shall be considered an Advance notwithstanding the limits

set forth in this Section. Each Advance by CCI under this Section 2.02 shall

be deemed made by CCI notwithstanding the fact that such Advance may involve

cash of one or more Subsidiaries of CCI.

 SECTION 2.03 INTEREST.

(a) Subject to the other provisions of this Section 2.03, interest shall

accrue on Advances at the rate (the "Interest Rate") of 125 basis points over

the LIBOR Rate in effect on the date of the Advance. Interest shall be

calculated on the basis of a 360 day year for the actual number of days

elapsed. Interest payments for Interest Periods ending (i) prior to the

termination of this Agreement shall be treated as Advances pursuant to

Sections 2.01 and 2.02 herein, as applicable, on the first day of the

following Interest Period and (ii) on the termination of this Agreement shall

be payable immediately (each an "Interest Payment"). Outstanding Advances and

Interest Payments for the final Interest Period not repaid when they become

due and payable upon the termination of this Agreement as provided in Section

4.03 shall bear interest from and after the required date of payment to the

date of payment at an annual rate equal to two and one-half percent (2-1/2 %)

per annum in excess of the rate applicable to the unpaid principal amount

immediately before it became due.

(b) The interest payable by CCI under this Agreement shall be calculated by

multiplying the Interest Rate by the CCI Balance for the applicable days in

the Interest Period. The interest payable by CRW under this Agreement shall

be calculated by multiplying the Interest Rate by CRW Balance for the

applicable days in the Interest Period. The Interest Payment required to be

made by each party is independent of the Interest Payment required to be paid

by the other party, and interest may be paid by both CCI and CRW for any

given Interest Period. CCI shall calculate the amount of interest payable by

both CCI and CRW for each Interest Period and, upon request, shall provide

notice thereof to CRW, together with supporting calculations.

(c) All calculations shall be performed by CCI and shall be subject to the

dispute resolution mechanisms provided for in Section 4.01.

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 SECTION 2.04 REPAYMENT. During the term of this Agreement, all

Advances received by either party under this Agreement shall be offset

against and shall be treated as repaid to the extent of any Advances made by

such party to the other party. Repayments can be made at any time by either

party with interest payable up to the date of repayment. No prepayment

penalty may be levied. Upon termination of this Agreement, any Advances that

have not theretofore been repaid, together with accrued interest, will be

payable in full immediately following termination of this Agreement.

 SECTION 2.05 INTERCOMPANY ACCOUNT. CCI shall maintain a ledger in

which all CCI Advances and CRW Advances and all repayments of such Advances

shall be recorded. CCI shall give CRW access, during normal business hours,

to such ledger and the other records relating to Advances and payments made

with respect thereto. CCI shall have until the 30th day following the end of

each Interest Period to make any calculations required to be made by it under

the provisions of this Agreement.

 SECTION 2.06 REQUESTS FOR ADVANCES. Notice of a request for an Advance

hereunder (other than Advances made by CCI to CRW through intercompany

accounts) to meet the daily cash requirements of CRW and its Subsidiaries

will be made pursuant to a form and instructions provided separately by CCI.

Advances will be made according to a schedule to be agreed between the

parties.

 SECTION 2.07 TRANSFERS OF FUNDS. All transfers of funds between CCI and

CRW will be initiated by CCI Treasury. All funds will be transferred through

intercompany accounts, or as otherwise agreed by the parties.

 SECTION 2.08 TAXES. If CRW or CCI shall be required by law to deduct

any tax from or in respect of any sum payable hereunder to the other party:

(a) as soon as such party is aware that any such deduction, withholding or

payment of a tax is required, or of any change in any such requirement, it

shall notify the other party; (b) such party shall make such deductions, or

pay such tax, before any interest or penalty becomes payable; (c) such party

shall pay the full amount deducted to the relevant taxing authority or other

authority in accordance with applicable law; and (d) within thirty (30) days

after paying such tax, such party shall deliver to the other party

satisfactory evidence of that deduction, withholding or payment and (where

remittance is required) of the remittance thereof to the relevant taxing or

other authority.

 SECTION 2.09 REQUIREMENT TO BORROW. CRW shall not borrow any funds from

any person other than CCI in order to satisfy its financial requirements

unless such borrowing is consented to by CCI in writing.

 SECTION 2.10 USURY. All agreements between the parties, whether now

existing or hereafter arising and whether written or oral, are hereby limited

so that in no contingency, whether by reason of demand for payment or

acceleration of the maturity hereof or otherwise, shall the interest

contracted for, charged or received by either party exceed the maximum amount

permissible under applicable law. If, from any

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circumstance whatsoever, interest would otherwise be payable to either party

in excess of the maximum lawful amount, the interest payable to such party

shall be reduced to the maximum amount permitted under applicable law; and if

from any circumstance either party shall ever receive anything of value

deemed interest by applicable law in excess of the maximum lawful amount, an

amount equal to any excessive interest shall be applied to the reduction of

the principal hereof and not to the payment of interest, or if such excessive

interest exceeds the unpaid balance of principal hereof such excess shall be

refunded to the party deemed to have made such payment. All interest paid or

agreed to be paid to either party shall, to the extent permitted by

applicable law, be amortized, prorated, allocated, and spread throughout the

full period until payment in full of the principal (including the period of

any renewal or extension hereof) so that the interest hereon for such full

period shall not exceed the maximum amount permitted by applicable law. This

paragraph shall control all agreements between the parties.

 ARTICLE III

 COVENANTS OF CRW

Until the repayment of all Advances under this Agreement, CRW will:

 SECTION 3.01 CORPORATE EXISTENCE. Maintain, and, except as provided in

Section 3.7 hereof, cause each Subsidiary to maintain, (a) its corporate

existence in good standing under the laws of the jurisdiction of its

incorporation, (b) its right to transact business in each jurisdiction in

which the character of the properties owned or leased by it or the business

conducted by it makes such qualification necessary and the failure to so

qualify would permanently preclude CRW or such Subsidiary from enforcing its

rights with respect to any material assets or expose CRW or such Subsidiary

to any material liability and (c) conduct and operate its business in a

lawful manner as presently conducted.

 SECTION 3.02 COMPLIANCE WITH LAWS, ETC. Comply, and cause each

Subsidiary to comply, in all material respects with all applicable laws,

rules, regulations and orders (including without limitation Regulation X of

the Board of Governors of the Federal Reserve System), such compliance to

include, without limitation, paying before the same become delinquent all

taxes, assessments and governmental charges imposed upon it or upon its

property except to the extent contested in good faith by appropriate

proceedings and for which adequate reserves have been established.

 SECTION 3.03 ERISA. At all times maintain, and cause each Subsidiary

to maintain, each of its Plans in compliance with all material applicable

requirements of ERISA and of the Code and with all material applicable

rulings and regulations issued under the provisions of ERISA and the Code;

and not permit any of its ERISA Affiliates to, (a) engage in any transaction

in connection with which CRW or any of its ERISA Affiliates would be

subject to either a civil penalty assessed pursuant to Section 502(i) of

ERISA or a tax imposed by Section 4975 of the Code, in either case in an

amount exceeding $1,000,000, (b) fail to make full payment when due of all

amounts which,

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under the provisions of any Plan, CRW or any of its ERISA Affiliates is

required to pay as contributions thereto, or permit to exist any accumulated

funding deficiency (as such term is defined in Section 302 of ERISA and

Section 412 of the Code), whether or not waived, with respect to any Plan in

an aggregate amount exceeding $1,000,000 or (c) fail to make any payments in

an aggregate amount exceeding $1,000,000 to any Multiemployer Plan that the

CRW or any of its ERISA Affiliates may be required to make under any

agreement relating to such Multiemployer Plan or any law pertaining thereto.

 SECTION 3.04 INSURANCE. Maintain, and cause each Subsidiary to

maintain, in full force and effect insurance comparable to present policies

in amounts and risks covered plus such additional insurance, if any, as may

from time to time be required to provide coverage customarily maintained by

similarly situated companies.

 SECTION 3.05 LITIGATION. Notify the CCI in writing of all litigation

involving a claim against CRW or any Subsidiary of more than $5,000,000 and

of all other litigation and proceedings before any governmental or regulatory

agencies affecting CRW or any Subsidiary which, if adversely determined,

would materially affect the consolidated financial condition of CRW and the

Subsidiaries.

 SECTION 3.06 LIENS. Not, and not permit any Subsidiary to, create,

incur, assume or suffer to exist, any Lien with respect to its right, title

and interest in or to any property or assets now owned or hereafter acquired

by CRW or any Subsidiary except (a) materialmen's, mechanics', suppliers',

tax, carriers or warehousemen's Liens, statutory Liens of landlords and other

like Liens arising in the ordinary course of business and liens for taxes,

assessments or other governmental charges, securing obligations which are not

yet due or which are being contested in good faith by appropriate

proceedings, and other like Liens in existence less than 120 days from the

date of creation thereof, (b) existing Liens on property acquired in

acquisitions, (c) any Lien on property owned by any Person (other than CRW or

a Subsidiary) in which CRW or a Subsidiary has made an Investment and which

Lien secures all obligation of such Person for which neither CRW nor any

Subsidiary has any liability, and (d) purchase money mortgages, liens,

security interests or encumbrances upon or in property acquired after the

date hereof, or mortgages, liens, lease purchase liens, security interests or

encumbrances existing in the property at the time of acquisition thereof,

provided that such mortgages, liens, security interests or encumbrances

extend only to the property then being acquired and secure only indebtedness

being created or assumed in connection with that acquisition.

 SECTION 3.07 MERGER AND CONSOLIDATION. Not, and not permit any

Subsidiary to, merge or consolidate or enter into any analogous

reorganization or transaction with any other Person except that: (a) any

Subsidiary may merge or consolidate with, or be liquidated into, CRW or

another Subsidiary; (b) CRW may merge or consolidate with another Person if

(i) CRW is the surviving or resulting entity and (ii) no Event of Default

would result from, or would exist immediately after, such consolidation or

merger; (c) a Subsidiary may merge or consolidate with another Person if (i)

the Subsidiary is the surviving or resulting entity or such other Person

becomes a Subsidiary upon such

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consolidation or merger and (ii) no Event of Default or would result from, or

would exist immediately after, such consolidation or merger; and (d) any

Person may become a Subsidiary if no Event of Default would result from, or

would exist immediately after, such consolidation or merger.

 SECTION 3.08 LOANS AND ADVANCES. Not, and not permit any Subsidiary

to, make or make any commitment to make, or permit to exist or remain

outstanding, any loan, advance or extension of credit to, or any Investment

in, any Person, except:

 (a) loans, advances or extensions of credit to, or Investments in, a

Subsidiary which is engaged in a line of business similar to any line of

business in which CRW or any Subsidiary was engaged as of August 19, 1999;

 (b) Investments in stock, obligations, securities or assets of a Person

provided such Person is engaged in a line of business similar to any line of

business engaged in by CRW or any Subsidiary as of August 19, 1999;

 (c) obligations, securities or assets received in settlement of

Indebtedness of a Person to CRW or a Subsidiary and which was incurred in

the ordinary course of business of CRW or such Subsidiary, as the case

may be;

 (d) trade receivables arising in the ordinary course of business; and

 (e) loans, advances, extensions of credit, or Investments, approved by

CCI in writing.

 SECTION 3.09 SALES OF ASSETS. Not, and not permit any Subsidiary to

sell (including sales with a view to the concurrent or subsequent acquisition

by lease ["sale-leaseback transactions"]), transfer, convey, lease or

otherwise dispose of (or enter into any commitment to do so) all or any part

of its assets except for:

 (a) sales in the ordinary course of business;

 (b) sale-leaseback transactions provided that the aggregate fair market

value of the assets sold under all such sale-leaseback transactions during

the Term shall not at any time exceed ten percent (10%) of CRWs equity

determined as of the last day of the fiscal quarter next preceding the most

recent such transaction, without the written consent of CCI;

 (c) any other sale of assets (whether in one transaction or a series of

transactions), provided that the aggregate fair market value of the assets

sold pursuant to this paragraph (c) for any fiscal year of CRW shall not

exceed ten percent (10%) of CRWs equity as of the last day of the fiscal

quarter next preceding the most recent such transaction; and

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 (d) transfers of assets between Subsidiaries or between CRW and any

Subsidiary.

 SECTION 3.10 GUARANTIES AND CONTINGENT LIABILITIES. Not, and not

permit any Subsidiary to, guarantee, endorse, contingently agree to purchase

or to provide funds for the payment of, agree to maintain the net worth or

working capital or any other financial test of or otherwise become

contingently liable upon, any obligation of any other Person, or create,

incur, assume, suffer or permit to exist any other contingent liability

except:

 (a) by the endorsement of negotiable instruments for deposit or

collection (or similar transactions) in the ordinary course of business;

 (b) guaranties of the obligations of Persons given by CRW or a

Subsidiary in the ordinary course of business in connection with a franchise

agreement, management agreement or similar service agreement or customer

relationship between CRW or a Subsidiary and such Person, approved in writing

by CCI;

 (c) reimbursement obligations with respect to standby letters of credit

furnished in the ordinary course of business to secure payment of insurance

premiums, deductible losses and similar miscellaneous charges in connection

with obtaining insurance coverage, approved in writing by CCI;

 (d) reimbursement obligations with respect to standby letters of credit

furnished in the ordinary course of business in international trade

transactions;

 (e) claims against CRW or any Subsidiary which are being contested by

CRW or such Subsidiary in good faith and by appropriate proceedings;

 (f) guaranties by CRW of Indebtedness of any Subsidiary incurred in the

ordinary course of business in connection with a line of business engaged in

by CRW or any Subsidiary as of August 19, 1999; and

 (g) guaranties by any Subsidiary of Indebtedness of CRW or any other

Subsidiary incurred in the ordinary course of business in connection with a

line of business engaged in by CRW or any Subsidiary as of August 19, 1999.

 SECTION 3.11 REGULATIONS U, G AND X. Not, and not permit any Subsidiary

to, use any part of the proceeds of the Loans to extend credit to others for

the purpose of purchasing or carrying any margin stock (within the meaning of

Regulation G of the Board of Governors of the Federal Reserve System) in

violation of any provision of Regulation U, G or X of said Board of

Governors. If requested by any Bank, it will furnish the Banks with a

statement in conformity with the requirements of Federal Reserve Form U-1

referred to in Regulation U.

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 ARTICLE IV

 ADMINISTRATION

 SECTION 4.01 DISPUTES. All disputes under this Agreement shall be

handled in the manner provided for in Article 7.10 of the Services Agreement.

 SECTION 4.02 LIMITATIONS ON LIABILITY. Neither party shall have any

liability under this Agreement (including any liability for its own

negligence) for damages, losses or expenses (including expenses or higher

interest rates incurred in order to obtain alternative financing sources)

suffered by the other party or its Subsidiaries as a result of the

performance or non-performance of such party's obligations hereunder, unless

such damages, losses or expenses are caused by or arise out of the willful

misconduct or gross negligence of such party or a breach by such party. In

no event shall either party have any liability to the other party for

indirect, incidental or consequential damages that such other party or its

Subsidiaries or any third party may incur or experience on account of the

performance or non-performance of such party's obligations hereunder. The

provisions of this Section 4.02 shall survive any termination of this

Agreement.

 SECTION 4.03 TERM OF THE AGREEMENT. This Agreement commences on the

effective date of this Agreement as set forth above and will continue in

effect until 11:59 p.m., Central Time, on December 31, 2001. Notwithstanding

the foregoing, this Agreement may be sooner terminated, without liability to

the terminating party:

(a) by either party, upon 90 days' notice to the other party, if CCI ceases

 to own, directly or indirectly, 50% or more of the outstanding common

 stock of CRW;

(b) by either party, immediately upon notice to the other party, if (i) that

 other party makes a general assignment of all or substantially all of

 its assets for the benefit of its creditors; (ii) that other party

 applies for, consents to or acquiesces in the appointment of a receiver,

 trustee, custodian or liquidator for its business or all or

 substantially all of its assets; (iii) that other party files, or

 consents to or acquiesces in a petition seeking relief or reorganization

 under any bankruptcy or insolvency laws; or (iv) a petition seeking

 relief or reorganization under any bankruptcy or insolvency laws is

 filed against that other party and is not dismissed within 90 days after

 it was filed;

(c) by either party, immediately upon notice to the other party, if that

 other party's material breach of this Agreement continues uncured or

 uncorrected for 30 days after both the nature of that breach and the

 necessary cure or correction has been agreed upon by the parties or

 otherwise determined by the dispute resolution procedure described in

 Section 3.01; provided that if the parties agree or it is determined by

 the dispute resolution procedure that the material breach is not capable

 of being cured or corrected, the termination shall be effective

 immediately upon notice;

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(d) by either party, immediately upon notice to the other party, if it

 determines that performance of its rights or obligations under this

 Agreement is or becomes illegal;

(e) by either party, immediately upon notice to the other party, if payments

 made by the other party are subject to any deduction or withholding for

 or on account of any tax, unless the other party agrees to increase its

 payments such that, after all required deductions have been made, the

 party receives a net amount equal to the sum it would have received had

 no such deductions been made;

(f) by either party, immediately upon notice to the other party, if it

 determines that its compliance with any law or regulation or any

 guideline or request from any central bank or governmental or regulatory

 authority would create a cost or increase the cost of providing credit

 under this Agreement, unless the other party agrees to pay amounts

 sufficient to indemnify for such cost or increase in cost; or

(g) by either party, immediately upon notice to the other party, if the

 Services Agreement has been terminated.

 SECTION 4.04 RENEWAL. The parties may consent to successive one-year

renewal terms. If CRW wishes to renew the term of this Agreement, it shall

provide notice to CCI of that desire by June 30, 2001 and the same date of

each subsequent year. If CCI consents to such renewal, it shall provide

notice to CRW of that concurrence by July 30 of that year. If no notice of

desire to renew or subsequent consent is given, this Agreement will terminate

when the then current term expires.

 SECTION 4.05 CONFIDENTIALITY. Confidentiality of matters will be

maintained in the manner set forth in Article 7.08 of the Services Agreement.

 SECTION 4.06 SUCCESSORS AND ASSIGNS. Matters regarding succession and

assignment shall be determined in the manner set forth in the Services

Agreement.

 SECTION 4.07 NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied

in this Agreement shall be construed to give any person or entity other than

the parties hereto any legal or equitable rights hereunder.

 SECTION 4.08 ENTIRE AGREEMENT. This Agreement constitutes the entire

agreement of the parties on this subject, except that any administrative

matters not addressed herein shall be addressed in the manner set forth in

the Services Agreement. This Agreement replaces and supersedes any prior

agreement or understanding of the parties, whether written or oral, on this

subject not expressed or referred to in this Agreement.

 SECTION 4.09 AMENDMENT. This Agreement may not be amended except by a

written instrument signed by the parties hereto.

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 SECTION 4.10 WAIVERS. Either party hereto may (a) extend the time for

performance of any of the obligations or other act of the other party or (b)

waive compliance with any of the agreements contained herein. No waiver of

any term shall be construed as a waiver of the same term in any other

situation or a waiver of any other term of this Agreement. The failure of any

party to assert any of its rights hereunder will not constitute a waiver of

any such rights.

 SECTION 4.11 SEVERABILITY. If any provision of this Agreement is

invalid, illegal or incapable of being enforced by any rule of law or public

policy, such provision shall be deemed severable and all other provisions of

this Agreement shall nevertheless remain in full force and effect.

 SECTION 4.12 HEADINGS. Section headings in this Agreement are included

herein for convenience of reference only and shall not constitute a part of

this Agreement for any other purpose.

 SECTION 4.13 NOTICES. All notices required hereunder shall be given in

the manner set forth in Article 7.09 of the Services Agreement.

 SECTION 4.14 GOVERNING LAW. This Agreement shall be governed by and

construed in accordance with the substantive laws of the State of Minnesota,

without giving effect to any choice-of-law rules that may require the

application of the laws of another jurisdiction.

 SECTION 4.15 CHANGES IN LAW. If at any time due to the adoption of any

law, rule, regulation, treaty or directive, or any change therein or in the

interpretation or administration thereof by any court, central bank,

governmental authority, agency or instrumentality, or comparable agency

charged with the interpretation or administration thereof, or for any other

reason arising subsequent to the date of this Agreement, it shall become

unlawful or impossible for CCI to make any Advance, the obligation of CCI to

provide such Advances shall, upon the happening of such event, forthwith be

suspended for the duration of such illegality or impossibility. If any such

event shall make it unlawful or impossible for CCI to continue any Advances

previously made by it hereunder, CCI shall, upon the happening of such event,

notify CRW thereof in writing, and CRW shall, at the time notified by CCI,

repay such Advances in full, together with accrued interest thereon.

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 SECTION 4.16 COUNTERPARTS. This Agreement may be signed in any number of

counterparts, with the same effect as if all signatories had signed the same

document. All counterparts shall be construed together to constitute one,

and the same, document.

IN WITNESS WHEREOF, CCI and CRW have caused this Agreement to be executed as

of the date first above written.

CARLSON COMPANIES, INC. CARLSON RESTAURANTS WORLDWIDE INC.

By: /s/ Martyn R. Redgrave By: /s/ Wallace B. Doolin

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 Martyn R. Redgrave Wallace B. Doolin

Title: Executive V.P. and CFO Title: President and CEO

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Date: August 19, 1999 Date: August 19, 1999

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