

RESTAURANT TECHNOLOGIES, INC.



CLASS Z CONVERTIBLE PREFERRED STOCK

EXECUTION PACKAGE

This package is being delivered to you in connection with Restaurant Technologies, Inc.'s offer to you to purchase shares of its Class Z Convertible Preferred Stock, which is described in the enclosed confidential offering memorandum dated May 13, 2009. This package contains documents required to be signed by you and submitted to Restaurant Technologies, Inc. so that they are received by the Company **on or prior to Friday, June 12, 2009** in order for you to purchase Shares. As noted herein and in the Memorandum, if you purchase Shares, you will also be required to deliver a Pro Rata portion of funds in connection with your commitment to purchase certain Committed Shares/Participations and to support a certain portion of the Letter of Credit Cash Collateral, each of which is described in detail in the Memorandum.

As soon as is practicable following June 12, 2009, and before the Initial Closing of the Offering, the Company will send to those stockholders who have successfully submitted complete Class Z Stock Execution Packages by the date noted above an additional package that will contain: (1) a letter that will indicate (i) the final number of shares and total dollar amount of Class Z Convertible Preferred Stock that such stockholder will purchase at the Initial Closing, (ii) the final number and total dollar amount of Committed Shares/Participations such stockholder will commit to purchase at the Initial Closing, and (iii) the final amount of Cargill Letter of Credit cash collateral ("*Letter of Credit Cash Collateral*") that such stockholder will commit to post at the Initial Closing; and (2) instructions for delivering funds at the Initial Closing in connection with (i)-(iii) above.

The above requirements are compelled by Section 1.2 of the Securities Purchase Agreement (purchase of Shares), Section 1.3(c) of the Securities Purchase Agreement (Committed Shares/Participations), and Section 1.4 of the Securities Purchase Agreement (Letter of Credit Cash Collateral), each of which is described in significant additional detail in the Memorandum that accompanies this Execution Package.

The summaries and descriptions of the Offering and the terms thereof that are contained herein are qualified in their entirety by reference to the Class Z Securities Purchase Agreement,

which is attached as Exhibit M to the Memorandum that accompanies this Execution Package, which you are encouraged to review carefully.

Capitalized words and terms used but not defined herein have the meaning ascribed to them in the Memorandum, which accompanies this Execution Package.

NOTE: If your documentation is not fully completed and delivered to the Company on a timely basis, we may be forced to reject all or a portion of your subscription.

See "How to Subscribe" below for complete details and instructions.

Please direct any questions regarding the Offering or the subscription process to Robert E. Weil, Secretary and Chief Financial Officer, Restaurant Technologies, Inc., 3711 Kennebec Drive, Suite 100, Eagan, Minnesota 55122, telephone (651) 796-1600 or (888) 796-4997 (toll free).

Accredited Investor Status

To purchase Shares in the Offering, **you must be an "accredited investor"** for purposes of Regulation D under the Securities Act of 1933, as amended (the "Act"). By signing the enclosed counterpart signature page to the Securities Purchase Agreement, you represent that you are an "accredited investor." As defined in Regulation D, "accredited investor" means:

- any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- any (i) corporation, (ii) nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code, (iii) Massachusetts or similar business trust, or (iv) partnership, in each case if the entity was not formed for the specific purpose of acquiring the securities offered, and has total assets in excess of \$5,000,000;
- any director or executive officer of Restaurant Technologies, Inc.;
- any natural person whose individual net worth, or joint net worth with his or her spouse, at the time of purchase exceeds \$1,000,000;
- any natural person whose individual income exceeded \$200,000 in each of the two most recent years, or whose joint income with his or her spouse exceeded \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year;
- any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D; and

- any entity each of whose equity owners separately meets one of the criteria set forth above.

Please consult with your legal counsel if you have any questions regarding this requirement.

How to Subscribe

Investors that commit to purchasing Shares by completing and tendering the Subscription Form included below will be required, in addition to purchasing the Shares, to make a commitment to purchase, upon the happening of certain events, a Pro Rata portion of Committed Shares/Participations and to post a Pro Rata portion of the Cargill Letter of Credit cash collateral (the "*Cash Collateral*") to support certain financial obligations of the Company. For example, if you purchase \$100,000 of Shares, you will be required to deliver at or prior to the Initial Closing (i) \$100,000, which represents the purchase price for the Shares, plus (ii) \$26,667, which represents the purchase price for a Pro Rata portion of the Committed Shares/Participations, plus (iii) up to \$33,333, which represents a Pro Rata portion of the Cash Collateral, which, if used in full, would result in the issuance to the purchaser of a 0% Unsecured Convertible Note in a principal amount of \$33,333. Please carefully review the Memorandum dated May 13, 2009, which provides significant detail on the Offering and these additional requirements.

If you wish to subscribe to purchase Shares and you qualify as an "accredited investor" as described above, you must send to the Company, in the enclosed BLUE envelope, the following six items so that we receive such materials no later than Friday, June 12, 2009:

- a completed Subscription Form, which follows below, upon which you will indicate the total dollar amount of your Pro Rata allotment you are offering to purchase in Class Z Stock and the total dollar amount of additional Shares you would like to purchase if additional Shares are available for purchase;
- an executed counterpart signature page to the Securities Purchase Agreement, in one of the two forms attached (one is for use by individuals and the other is for use by entities);
- an executed counterpart signature page to the Fourth Amended and Restated Stockholders' Agreement, in one of the two forms attached (one is for use by individuals and the other is for use by entities);
- an executed counterpart signature page to the Fourth Amended and Restated Registration Rights Agreement, in one of the two forms attached (one is for use by individuals and the other is for use by entities);
- (1) either an executed counterpart signature page to the Escrow Agreement, in one of the two forms attached (one is for use by individuals and the other is for use by entities) or a representation in your completed Subscription Form that you are a High Net Worth Purchaser, (2) either an executed Substitute Form W-9 if you are a U.S. Holder in the form attached hereto as Attachment 1, which must be accompanied by a copy of your driver's license, or an executed Form W-

8BEN, Form W-8ECI or Form W-8IMY, as appropriate, to establish your exempt status as a non-U.S. holder, each of which can be obtained from the Exchange Agent or the IRS at its website at www.irs.gov, and (3) if you are an entity, a copy of your organizational document (*e.g.*, articles of incorporation, certificate of incorporation, etc.); and

- a completed **Investor Questionnaire**, in the form attached hereto as **Attachment 2**, upon which you will indicate the criteria pursuant to which you qualify as an "accredited investor."

Please note that the Securities Purchase Agreement, Fourth Amended and Restated Stockholders Agreement, Fourth Amended and Restated Registration Rights Agreement, and Escrow Agreement are attached as exhibits to the Memorandum that accompanies this Execution Package. We encourage you to review all of these materials carefully and consult your professional advisors as you deem appropriate before submitting your completed Class Z Stock Execution Package to the Company.

Please note also that we are requesting signature pages to the RRA and the Stockholders' Agreement from all Purchasers in the Offering for convenience and consistency in our record keeping, despite the fact that some or all of such Purchasers are already party to such agreements and will continue to be party to and bound by such agreements even if new signature pages are not submitted in connection with this package.

NO PAYMENT IS REQUIRED AT THIS TIME. AS DESCRIBED HEREIN AND IN THE MEMORANDUM, THE COMPANY WILL DELIVER TO YOU YOUR FINAL SUBSCRIPTION NUMBERS AND ADDITIONAL INSTRUCTIONS FOR YOU TO DELIVER FUNDS AFTER THE COMPANY HAS RECEIVED YOUR SUBSCRIPTION MATERIALS AND BEFORE THE INITIAL CLOSING.

After June 12, 2009 (the date of the Special Meeting of Stockholders), and before the Initial Closing of the Offering, the Company will send those stockholders who commit to purchase Shares in the Offering materials that will (1) indicate the number of Shares such stockholder will purchase at the Initial Closing, and (2) provide instructions for wiring funds to (i) the Company for the purchase of Shares, (ii) to the escrow agent in connection with your commitment to purchase Committed Shares/Participations, and (iii) to the Company (for delivery to RBS Citizens Bank) in satisfaction of your obligation to post certain Cash Collateral in support of the Cargill Letter of Credit.

Upon submission of your completed Subscription Form and signature pages, your offer to purchase Shares will be binding. The Company reserves the right to accept or reject your binding offer in-full or in-part. However, the number of Shares that you will purchase at the Initial Closing (and corresponding amounts of Committed Shares/Participations and Cash Collateral to which you will commit) will be no less than your allotment set forth in the cover letter to the Memorandum, dated May 13, 2009, and no more than the number of Shares you offer to purchase in your Subscription Form.

SUBSCRIPTION FORM

**FOR THE PURCHASE OF CLASS Z PREFERRED STOCK OF
RESTAURANT TECHNOLOGIES, INC.**

A. Subscriber Name:

B. Subscriber Registration Information:

Check One:

Individual Ownership

Tenants in Common

Joint Tenants (JTWR0S)

Other

C. High Net Worth Purchaser

Initial below if you intend, subject to prior written consent of the Company's lenders, to provide written assurances as a "High Net Worth Purchaser" as described in the Memorandum (fn 6), in lieu of depositing funds in escrow for the Committed Shares and Participations:

I have a demonstrable tangible net worth of \$25,000,000 or more, and in lieu of depositing funds in escrow, with the prior written consent of the Required Noteholders (as defined in the NPA) in their sole discretion, wish to be considered a High Net Worth Purchaser. I understand that I may be required to provide a written assurance to the Company of my commitment to purchase Committed Shares and/or Participations which certifies that I have sufficient readily marketable securities or other reasonably liquid assets, uncalled capital or unrestricted cash, as applicable, net of liabilities, including contingent liabilities (e.g., capital call commitments, as applicable), to satisfy my Pro Rata obligations in connection with this commitment, and that I may be required by our lenders upon written request on no more than a quarterly basis after the Initial Closing to provide confirmation that I still meet the requirements to be a High Net Worth Purchaser, and that if I do not meet the required thresholds, I will be required to fund the remaining amount of my commitment into the escrow account. I understand that I will also be liable for all costs and expenses incurred by the Noteholders in connection with the enforcement of my obligations under the Class Z SPA.

Note: If you have not initialed above, you must sign the counterpart signature page to the Escrow Agreement found in this Execution Package and deliver the Escrow Funds in

connection therewith. Failure to initial above or sign the Escrow Agreement signature page may force the Company to reject your subscription.

D. Subscription Amount

Total dollar amount (not number of Shares) of Class Z Stock you are committing to purchase at the Initial Closing. This amount should be no more than the Pro Rata allotment available to you as set forth in the cover letter accompanying this Execution Package:

\$ _____

Total dollar amount (not number of Shares) of additional Shares of Class Z Stock you would like to purchase, and are hereby committing to purchase, at the Initial Closing *if available*:

\$ _____

To determine the approximate total dollar amount of funds you will be required to deliver at the Initial Closing in connection with your commitment to purchase Shares as noted above, use the below equation. This equation indicates amounts for each of the Shares and your Pro Rata commitments in connection with the Committed Shares/Participations and the LOC Cash Collateral:

$$A + B + C = X$$

A = Total dollar amount (not number of Shares) of Class Z Stock you are committing to purchase, including additional Shares, at the Initial Closing.

B = 26.67% of A—this number represents an approximation of your Pro Rata portion of Committed Shares/Participations that you will be required to purchase upon the happening of certain events detailed in the Securities Purchase Agreement and the Memorandum. With the exception of High Net Worth Purchasers, as defined in the Securities Purchase Agreement, investors in this Offering will be required to wire funds to the escrow agent to cover this obligation. Instructions for this wire transfer, along with the exact amount owed for this purpose, will be provided by the Company before the Initial Closing.

C = 33.33% of A— this number represents an approximation of your Pro Rata portion of Cash Collateral that you will be required to post to support certain financial obligations of the Company in connection with the Cargill Letter of Credit, as detailed in the Securities Purchase Agreement and the Memorandum. All Purchasers in the Offering will be required to deliver funds to the Company for the Company's delivery to RBS Citizens Bank to cover this obligation. Instructions for this wire transfer, along with

the exact amount owed for this purpose, will be provided by the Company before the Initial Closing.

X = Total amount of funds you will be required to deliver at the Initial Closing in connection with your subscription.

E. Acknowledgment

You acknowledge that by submitting this Subscription Form and signing the attached signature pages, you are representing to the Company that: (i) you are offering to purchase the total dollar amount of Shares as well as committing to deliver funds for such Shares and your Pro Rata portion of the Committed Shares/Participations and Letter of Credit cash collateral as described above and in the Memorandum, (ii) you understand that the decision to purchase Shares in the Offering is at your sole discretion, (iii) you have read and agree to the terms of the Securities Purchase Agreement, and the representations and warranties contained in Article III thereof, which representations and warranties you are making as a purchaser of Shares in this Offering, (iv) you have read the Memorandum, dated May 13, 2009, which accompanies these materials, (v) you have read and agree to the terms of the Fourth Amended and Restated Registration Rights Agreement, the Fourth Amended and Restated Stockholders' Agreement and the Escrow Agreement which accompany these materials, and (vi) you are an "accredited investor" for purposes of Regulation D under the Act (as described in the Memorandum and in this Execution Package).

SIGNATURE PAGE (FOR INDIVIDUALS)

**SECURITIES PURCHASE AGREEMENT
by and among
Restaurant Technologies, Inc.,
Parthenon Investors II, L.P.,
ABS Capital Partners IV, L.P.
and
other Purchasers set forth therein**

PURCHASER(S):

Signature:

**Joint Signature
(if joint ownership):**

Print Name(s)

Address:

SIGNATURE PAGE (FOR ENTITIES)

SECURITIES PURCHASE AGREEMENT

**by and among
Restaurant Technologies, Inc.,
Parthenon Investors II, L.P.,
ABS Capital Partners IV, L.P.
and
other Purchasers set forth therein**

PURCHASER(S):

Name of Entity: _____

**Form and Jurisdiction
of Organization:** _____

**Signature of
Authorized Officer:** _____

Print Name: _____

Print Title: _____

Address: _____

SIGNATURE PAGE (FOR INDIVIDUALS)

**FOURTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT
by and among
Restaurant Technologies, Inc.,
and
Investors set forth therein**

PURCHASER(S):

Signature:

**Joint Signature
(if joint ownership):**

Print Name(s)

Address:

SIGNATURE PAGE (FOR ENTITIES)

**FOURTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT
by and among
Restaurant Technologies, Inc.,
and
Investors set forth therein**

PURCHASER(S):

Name of Entity: _____

**Form and Jurisdiction
of Organization:** _____

**Signature of
Authorized Officer:** _____

Print Name: _____

Print Title: _____

Address: _____

SIGNATURE PAGE (FOR INDIVIDUALS)

FOURTH AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT
by and among
Restaurant Technologies, Inc.,
and
Investors set forth therein

PURCHASER(S):

Signature:

Joint Signature
(if joint ownership):

Print Name(s)

Address:

SIGNATURE PAGE (FOR ENTITIES)

**FOURTH AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT
by and among
Restaurant Technologies, Inc.,
and
Investors set forth therein**

PURCHASER(S):

Name of Entity: _____

**Form and Jurisdiction
of Organization:** _____

**Signature of
Authorized Officer:** _____

Print Name: _____

Print Title: _____

Address: _____

SIGNATURE PAGE (FOR INDIVIDUALS)

**ESCROW AGREEMENT
by and among
Restaurant Technologies, Inc.,
Purchasers set forth therein,
Sankaty Advisors, LLC,
and
Wells Fargo Bank, National Association**

PURCHASER(S):

Signature:

**Joint Signature
(if joint ownership):**

Print Name(s)

Address:

SIGNATURE PAGE (FOR ENTITIES)

**ESCROW AGREEMENT
by and among
Restaurant Technologies, Inc.,
Purchasers set forth therein,
Sankaty Advisors, LLC,
and
Wells Fargo Bank, National Association**

PURCHASER(S):

Name of Entity: _____

**Form and Jurisdiction
of Organization:** _____

**Signature of
Authorized Officer:** _____

Print Name: _____

Print Title: _____

Address: _____

ATTACHMENT 1
Substitute Form W-9
(see attached)

SUBSTITUTE Form W-9 Department of the Treasury, Internal Revenue Service Payer's Request for Taxpayer Identification Number ("TIN") and Certification	Part I – PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	TIN: _____ Social Security Number or Employer Identification Number
	Part II – Certification – Under penalties of perjury, I certify that: (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). Certification Instructions – You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2).	
Part III – Check the box if you are awaiting your TIN <input type="checkbox"/>		
SIGNATURE: _____ DATE: _____, 2009 NAME (as shown on your income tax return): _____ ADDRESS: _____ ENTITY TYPE: <input type="checkbox"/> Individual/ Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify)		

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFERING. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING YOUR TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER I certify under penalties of perjury that a TIN has not been issued to me, and either (1) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 28% of all reportable payments pursuant to the Offering made to me thereafter will be withheld until I provide a number. If I do not provide a TIN by payment date, any amounts withheld will be sent to the IRS as backup withholding. Signature: _____ Date: _____, 2009
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ATTACHMENT 2
Investor Questionnaire
(see attached)

INVESTOR QUESTIONNAIRE

I represent and warrant to Restaurant Technologies, Inc. (the "*Company*") that I meet, or the entity on whose behalf I am signing this questionnaire meets, all of the criteria set forth in the items I have initialed below (please initial each applicable item):

- _____ I am a natural person with individual net worth, or joint net worth with my spouse, exceeding \$1,000,000; or
- _____ I am a natural person with individual income in excess of \$200,000 in each of the last two years or joint income with my spouse in excess of \$300,000 in each of those years and I reasonably expect to reach the same income level in the current year; or
- _____ I am signing on behalf of a corporation, Massachusetts or similar business trust, partnership or an organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the shares, with total assets in excess of \$5,000,000; or
- _____ I am signing on behalf of (i) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act of 1933 whether acting in its individual or fiduciary capacity, (ii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, (iii) an insurance company as defined in Section 2(13) of the Securities Act of 1933, (iv) an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of such Act, (v) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, (vi) a plan established or maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000, or (vii) an employee benefit plan within the meaning the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which plan fiduciary is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
- _____ I am signing on behalf of a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or
- _____ I am a director, executive officer or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company; or
- _____ I am signing as trustee of a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the shares, and I am a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D of the Securities Act of 1933; or

_____ I am signing on behalf of an entity in which all of the equity owners are accredited investors and I will provide evidence of the financial status of those equity owners in a form requested by the Company.

In addition, if I am not a citizen and resident of the United States, I acknowledge that I have satisfied myself as to the full observance of the laws of my jurisdiction in connection with any investment in the Company and represent that my investment will not violate applicable securities laws or other laws of my jurisdiction.

(Name of Individual or Entity)

Signature: _____

Name: _____

Title: _____