

**AWARD AGREEMENT PURSUANT TO  
DINE DIRECT LLC COMMUNITY AWARD POINTS PLAN**

This Agreement, made as of \_\_\_\_\_ (the “Grant Date”), by Dine Direct LLC, a Nevada limited liability company (hereinafter called the “Company”), with the “Participant” identified below:

Name:

Date of Birth:

Official Email:

This Agreement is made under the terms of the Dine Direct LLC Community Award Points Plan, as amended from time to time (the “Plan”). The Plan, as it may hereafter be amended and continued, is incorporated herein by reference and made a part of this Agreement and shall control the rights and obligations of the Company and the Participant under this Agreement. The Plan is available on the public Dine Direct LLC website. Except as otherwise provided, terms used herein shall have the meaning provided in the Plan. To the extent, if any, that there may exist a conflict between the Plan and this Agreement, the Plan shall prevail.

1. Grant of Points. The Company hereby grants to the Participant \_\_\_\_\_ Community Reward Points at a Base Price of \_\_\_\_\_, on the Grant Date subject to the terms and conditions of the Plan and this Agreement.
2. Vesting. The Participant shall vest in the Points according to the following:

Notwithstanding the foregoing, if the Participant ceases to be a Community Member for Cause, then the Participant shall forfeit all Points, whether or not previously vested.

3. Expiration Date. The Expiration Date for Points associated with this Award Agreement is exactly ten (10) years from the Grant Date.
3. Redemption and Term. The Points may be redeemed only to the extent vested. Any portion of the Points in which the Participant is vested shall be redeemable until Expiration Date.

Any Points not redeemed prior to their Expiration Date will be forfeited and terminate.

Any vested Points may be redeemed, pursuant to the Plan, by sending an email to [points@dine.direct](mailto:points@dine.direct).

4. Payment. At the election of the Company, the Company may settle the redemption of all or any portion of the Points in any combination of (i) cash, (ii) by cancellation of all or a portion of any outstanding indebtedness of the Participant to the Company, (iii) in installments, plus interest or by the (iv) issuance of Preferred Units.

5. Miscellaneous.

(a) Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

(b) Membership Rights. Participant acknowledges that he/she does not have any rights as a member of the Company by reason of a grant of the Points or settlement of the Points pursuant to the Plan.

(c) Non-transferrable. The Points are not transferable other than by will or the laws of descent and distribution and may be realized, during the lifetime of the Participant, only by the Participant or by his or her guardian or legal representative.

(d) Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Nevada.

Executed as of the Grant Date:

\_\_\_\_\_

Dine Direct LLC authorized representative

\_\_\_\_\_

Participant

\_\_\_\_\_

Participant Spouse

<<Or>>

I, the Participant do certify that I am an unmarried individual. \_\_\_\_\_