

**Table of Contents****CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS****Related Person Transactions**

In accordance with the charter of our Audit Committee, which will become effective upon the closing of this offering, and our policy with respect to related person transactions, which our board of directors (acting through our Audit Committee) will adopt prior to the closing of this offering, our Audit Committee will be responsible for reviewing and approving related person transactions.

The policy with respect to related person transactions will apply to transactions, arrangements and relationships (or any series of similar transactions, arrangements or relationships) that meet the following criteria:

- the amount involved exceeds \$120,000;
- we or any of our subsidiaries is or will be a participant; and
- our executive officers, directors, director nominees or 5% stockholders, or any immediate family member of any of our executive officers, directors, director nominees or 5% stockholders, have or will have a direct or indirect material interest in the transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness).

In the course of its review and approval of related person transactions, our Audit Committee will consider the relevant facts and circumstances to decide whether to approve such transactions. In particular, our policy with respect to related person transactions will require our Audit Committee to consider, among other factors it deems appropriate:

- the benefits to us;
- the impact on a director's independence in the event the related person is a director, an immediate family member of a director or an entity in which a director has a position or relationship;
- the actual or apparent conflict of interest of the related person and the materiality and character of the related person's direct or indirect interest;
- the availability and opportunity costs of other sources for comparable products or services;
- the terms and commercial reasonableness of the transaction; and
- the terms available to unrelated third parties or to employees generally.

The Audit Committee may only approve those transactions that are in, or are not inconsistent with, our best interests and those of our stockholders, as the Audit Committee determines in good faith.

**Agreements with Management**

We have previously entered into employment agreements with certain of our executive officers. See "Executive Compensation—Agreements with Named Executive Officers."

**Advisory Services Agreement**

At the time of the Acquisition, Brasa (Parent) Inc., Brasa (Purchaser) Inc., Brasa (Holdings) Inc., Fogo de Chão (Holdings) Inc. and THL Managers VI, LLC, an affiliate of THL, entered into an Advisory Services Agreement, under which THL Managers VI, LLC provides advice to us on, among other things, financing, operations, acquisitions and dispositions. Under the agreement, THL Managers VI, LLC is paid, in aggregate, an annual fee in the amount of the greater of \$750,000 or 1.5% of Consolidated EBITDA, as defined in our Senior Credit Facilities. THL Managers VI, LLC received fees in the amount of \$0.8 million in each fiscal year of 2014 and 2013 and \$0.3 million during the period from July 21, 2012 to December 30, 2012. Additionally, at the time of the Acquisition, we paid THL Managers