

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 10, 2013

**CHANTICLEER HOLDINGS, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**000-29507**  
(Commission File Number)

**20-2932652**  
(I.R.S. Employer Identification)

**11220 Elm Lane, Suite 203, Charlotte, NC 28277**  
(Address of principal executive office) (zip code)

(Former address of principal executive offices) (zip code)

**(704) 366-5122**  
(Registrant's Telephone Number, Including Area Code)

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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under 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))
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**ITEM 1.01. Entry into a Material Definitive Agreement**

On December 10, 2013, Chanticleer Holdings, Inc., (the “Company”) entered into Assignment, Assumption, Joinder and Amendment Agreements (the “Agreements”) with JF Restaurants, LLC (“JFR”), JF Franchising Systems, LLC (“JFFS”), and the Preferred Members (the “Members” or collectively, the “Sellers”) to complete the purchase of a fifty one percent (51%) ownership interest in both JFR and JFFS. As fully detailed in the Company’s November 5, 2013 Form 8-k, the total purchase price was \$560,000. The Company paid \$434,324.71 upon the execution of the Subscription Agreement and paid a total of \$125,675.29 upon the execution of these Agreements and concurrent recapitalization and satisfaction of Member loans and assignment of the Preferred Membership and percentage interest to the Company.

On December 11, 2013, the Company executed an Assignment Agreement with Joseph Drury for an additional five percent (5%) Preferred Membership Interest in both JFR and JFFS, for a purchase price of \$30,000. The Company now holds a fifty six percent (56%) Preferred Membership Interest in JFR and JFFS.

Any required financial statements for fiscal years 2012 and 2013 will be filed within the requisite timeframe in a future filing.

**ITEM 9.01. Financial Statements and Exhibits.**

(d) Exhibits

10.1 Form Assignment, Assumption, Joinder and Amendment Agreement

10.2 Form Assignment Agreement

99.1 Press release dated December 12, 2013.

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**SIGNATURES**

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.

Date: December 12, 2013

Chanticleer Holdings, Inc.

By: /s/ Michael D. Pruitt  
Michael D. Pruitt  
Chief Executive Officer

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**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>	<b>Manner of Filing</b>
10.	Material Contracts (executed Dec. 10 & 11, 2013)	Furnished Electronically
99.1	Press Release dated Dec. 12, 2013	Furnished Electronically

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**ASSIGNMENT, ASSUMPTION, JOINDER AND AMENDMENT AGREEMENT  
JF FRANCHISE SYSTEMS, LLC**

THIS ASSIGNMENT, ASSUMPTION AND JOINDER AGREEMENT (this "*Agreement*") is entered into effective as of December \_\_\_\_\_, 2013 by and between Cameron M. Harris, Darrell C. Ferguson, Joseph H. Drury, and H. Keith Stoneman (individually as "*Assignor*", and together as "*Assignors*"), Chanticleer Holdings, Inc., a Delaware corporation (as "*Assignee*"), and JF Franchise Systems, LLC, a North Carolina limited liability company (the "*Company*"). Terms capitalized herein but not otherwise defined shall have the meaning ascribed thereto in the Amended and Restated Operating Agreement of the JF Franchise Systems, LLC, a North Carolina limited liability company dated as of the 1<sup>st</sup> day of June, 2008, and in effect as of the date hereof (the "*Operating Agreement*").

FOR AND IN CONSIDERATION OF the payment of the purchase price and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. The Assignors hereby assign, sell, transfer and set over (collectively, the "*Assignment*") to the Assignee, the Assignors' rights, titles, benefits, privileges and interests in and to a Fifty-One Percent (51%) Preferred Membership Interest and Shares in the Company so that the Assignors' Interest are reduced, as set out in Exhibit A hereto. The Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants to be observed, performed, paid or discharged from and after the date hereof, with respect to Assignors' Preferred Membership Interest being transferred in the Company.

2. Purchase Price. The Assignee shall pay the sum of One Thousand Dollars (\$1,000.00) to H. Dockery Teele, Jr., PA, as Escrow Agent on or before December \_\_\_\_\_, 2013. The Escrow Agent shall pay the amounts received as set out in Schedule I, attached.

3. Joinder in Operating Agreement. The undersigned Assignee hereby agrees (i) to become a Preferred Member of the Company, (ii) to become a party to the Operating Agreement and to be bound by and to comply with the terms, conditions and provisions of the Operating Agreement by executing this Assignment, Assumption, Joinder and Amendment Agreement.

4. Recapitalization and Amendment of Operating Agreement. The Operating Agreement is amended by replacing its Exhibit A by the Exhibit A, attached and the Company is recapitalized so that the Membership Interest and Units are owned by the Members as set out in Exhibit A. The Assignors each acknowledge that the Company is not indebted to them for prior services, loans, or contractual obligations.

5. Representations By Assignors. To induce the Assignee to accept the delivery of this Assignment, the Assignors each hereby represent and warrant the following to the Assignee with respect to their Preferred Membership Interest that, on the date hereof and at the time of such delivery:

5.1. Each Assignor is the legal and beneficial owner of the Preferred Membership Interest being assigned. Each Assignor has not sold, transferred, or encumbered any or all of the Preferred Membership Interest. Subject to the provisions of the Operating Agreement, each Assignor has the full and sufficient right at law and in equity to transfer and assign the Preferred Membership Interest, and is transferring and assigning the Preferred Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever.

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5.2. Each Assignor has been given no notice of any default by the Assignor in performing his obligations under the provisions of the Operating Agreement and, to the best of the Assignor's knowledge, information, and belief, the Assignor is not in default in performing those obligations.

5.3. All Preferred Members of the Company have consented to this Agreement. There are no Common Members.

5.4. The Assignors also are the Preferred Members of JF Restaurants, LLC ("JFR") and own a majority of the Preferred Unit Percentage Interest in JFR, and by Majority Approval hereby authorize the Manager of JFR to join in this Agreement to acknowledge consent and agree to this Agreement and the Recapitalization on behalf of JFR.

6. Consent to Transfers.

6.1 The parties hereby consent to the transfer by [ ] of [ ] of his Preferred Share Percentage Interest (and Shares representing said Interest) to [ ], it being agreed for such Shares to be subject to the terms of the Operating Agreement; such transfer is reflected in Exhibit A, attached hereto.

6.2 The parties hereby consent to the future transfer by Joseph Drury of 5.00% of his Preferred Share Percentage Interest (and Shares representing said Interest) to Chanticleer Holdings, Inc. subject to the execution of such joinder and other documents required for such Shares to be subject to the terms of the Operating Agreement.

6.3 All the parties consent to the future transfer of [ ] Membership Interest and Shares to [ ] and its becoming a Preferred Member upon [ ] executing such joinder and other documents required by the Operating Agreement to become a Preferred Member.

7. Miscellaneous. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement via facsimile transmission shall be equally as effective as delivery of an original executed counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Joinder Agreement as of the date first above written.

ASSIGNORS:

\_\_\_\_\_  
Cameron M. Harris

\_\_\_\_\_  
Darrell C. Ferguson

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Joseph H. Drury

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H. Keith Stoneman  
ASSIGNEE:  
Chanticleer Holdings, Inc.

By: \_\_\_\_\_

(print name)

Its: \_\_\_\_\_

THIS AGREEMENT IS  
CONSENTED AND AGREED TO:  
JF Restaurants, LLC

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By: Joseph H. Drury, Manager  
Dated: December \_\_\_\_\_, 2013

Acknowledgement of Assignment and Admission as a Preferred Member. The Company hereby acknowledges and agrees that all the terms and conditions for the valid transfer of Assignors' Preferred Membership Interest in the Company to Assignee has been satisfied or waived and that the Assignee is hereby admitted as a Preferred Member of the Company.

Dated: December \_\_\_\_\_, 2013

THE COMPANY:  
JF Franchise Systems, LLC

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By: Joseph H. Drury, Manager

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**EXHIBIT A**  
**JF FRANCHISE SYSTEMS, LLC**  
**CAPITALIZATION SCHEDULE**  
**(AS OF DECEMBER \_\_\_\_\_, 2013)**

Member	Capital Account (1)	Preferred Shares (2)	Preferred Share Percentage Interest (3)	Common Shares (4)	Percentage Interest (5)	Convertible Loans (6)	Non-Convertible Loans (7)
Chanticleer Holdings, Inc.	\$ 51,000.00	51.00	51.00	-0-	51.00	-0-	-0-
Total	\$ 100,000.00	100.00	100.00	-0-	100.00	-0-	-0-

Notes:

(1) Capital accounts adjusted to reflect the Company's value as of the date of this Amendment and recapitalization.

(2) Reflects (i) the Units after recapitalization, (ii) assignment of [ ] Preferred Share Percentage Interest and Shares by [ ] to [ ], and (iii) the 51% assignment of Preferred Membership and Percentage Interest to Chanticleer by the Preferred Members.

(3) Reflects the reallocation of Preferred Units after (2) above.

(5) Reflects Percentage Interest after (2) and (3) above.

Each Preferred Member hereby acknowledges and agrees that this **Exhibit A** is accurate with respect to himself and each other Preferred Member as of December \_\_\_\_\_, 2013.

\_\_\_\_\_  
 CMH                      DCF                      JHD                      HKS                      CH, Inc.





**ASSIGNMENT, ASSUMPTION, JOINDER AND AMENDMENT AGREEMENT  
JF RESTAURANTS, LLC**

THIS ASSIGNMENT, ASSUMPTION AND JOINDER AGREEMENT (this "*Agreement*") is entered into effective as of December \_\_\_\_\_, 2013 by and between Cameron M. Harris, Ferguson Family Investments, LLC, Joseph H. Drury, and H. Keith Stoneman (individually as "*Assignor*", and together as "*Assignors*"), Chanticleer Holdings, Inc., a Delaware corporation (as "*Assignee*"), and JF Restaurants, LLC, a North Carolina limited liability company (the "*Company*"). Terms capitalized herein but not otherwise defined shall have the meaning ascribed thereto in the Second Amended and Restated Operating Agreement of the JF Restaurants, LLC, a North Carolina limited liability company dated as of the 1<sup>st</sup> day of January, 2010, and in effect as of the date hereof (the "*Operating Agreement*").

FOR AND IN CONSIDERATION OF the payment of the purchase price and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1 . Assignment and Assumption. The Assignors hereby assign, sell, transfer and set over (collectively, the "*Assignment*") to the Assignee, the Assignors' rights, titles, benefits, privileges and interests in and to a Fifty-One Percent (51%) Preferred Membership Interest and Units in the Company so that the Assignors' Interest are reduced, as set out in Exhibit A hereto. The Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants to be observed, performed, paid or discharged from and after the date hereof, with respect to Assignors' Preferred Membership Interest being transferred in the Company.

2 . Purchase Price. The Assignee has paid, and the Assignors' acknowledge the payment of Four Hundred Thirty-Four Thousand Three Hundred Twenty-Four and 71/100 Dollars (\$434,324.71) to the Company. The Assignee shall pay the additional sum of One Hundred Twenty-Five Thousand Six Hundred Seventy-Five and 29/100 Dollars (\$125,675.29) to H. Dockery Teele, Jr., PA, as Escrow Agent on or before December \_\_\_\_\_, 2013. The Escrow Agent shall pay the amounts received as set out in Schedule I, attached.

3 . Joinder in Operating Agreement. The undersigned Assignee hereby agrees (i) to become a Preferred Member of the Company, (ii) to become a party to the Operating Agreement and to be bound by and to comply with the terms, conditions and provisions of the Operating Agreement by executing this Assignment, Assumption, Joinder and Amendment Agreement.

4 . Recapitalization and Amendment of Operating Agreement. The Operating Agreement is amended by replacing its Exhibit A by the Exhibit A, attached and the Company is recapitalized so that the Membership Interest and Units are owned by the Members as set out in Exhibit A. As a part of said recapitalization and in consideration of the Purchase Price, the Assignors each agree that all loans of any kind made or held by each of them or their affiliates to the Company are deemed paid and satisfied, and the Assignors each release the Company from any obligation to pay said loans, and further acknowledge that the Company is not indebted to them for prior services or contractual obligations.

5 . Representations By Assignors. To induce the Assignee to accept the delivery of this Assignment, the Assignors each hereby represent and warrant the following to the Assignee with respect to their Preferred Membership Interest that, on the date hereof and at the time of such delivery:

5.1. Each Assignor is the legal and beneficial owner of the Preferred Membership Interest being assigned. Each Assignor has not sold, transferred, or encumbered any or all of the Preferred Membership Interest. Subject to the provisions of the Operating Agreement, each Assignor has the full and sufficient right at law and in equity to transfer and assign the Preferred Membership Interest, and is transferring and assigning the Preferred Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever.

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5.2. Each Assignor has been given no notice of any default by the Assignor in performing his obligations under the provisions of the Operating Agreement and, to the best of the Assignor's knowledge, information, and belief, the Assignor is not in default in performing those obligations.

5.3. All Preferred Members and Common Members of the Company have consented to this Agreement.

6. Consent to Transfer. The parties hereby consent to the transfer by Joseph Drury of Five Percent (5%) of his Preferred Unit Percentage Interest (and the Units representing such Interest) to Chanticleer Holdings, Inc. subject to the execution of such joinder and other documents required for such Units to be subject to the terms of the Operating Agreement.

7. Miscellaneous. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement via facsimile transmission shall be equally as effective as delivery of an original executed counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Joinder Agreement as of the date first above written.

ASSIGNORS:

\_\_\_\_\_  
Cameron M. Harris

Ferguson Family Investments, LLC

By: \_\_\_\_\_

Darrell C. Ferguson, Manager

\_\_\_\_\_  
Joseph H. Drury

\_\_\_\_\_  
H. Keith Stoneman

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ASSIGNEE:  
Chanticleer Holdings, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Its: \_\_\_\_\_

CONSENTED AND AGREED TO:

\_\_\_\_\_  
Thomas G. Lewison

\_\_\_\_\_  
Shelley Curtin

\_\_\_\_\_  
Dana Sinkler

Acknowledgement of Assignment and Admission as a Preferred Member The Company hereby acknowledges and agrees that all the terms and conditions for the valid transfer of Assignors' Preferred Membership Interest in the Company to Assignee has been satisfied or waived and that the Assignee is hereby admitted as a Preferred Member of the Company.

Dated: December \_\_\_\_\_, 2013

THE COMPANY:  
JF Restaurants, LLC

\_\_\_\_\_  
By: Joseph H. Drury, Manager

\_\_\_\_\_

**EXHIBIT A**  
**JF RESTAURANTS, LLC CAPITALIZATION SCHEDULE**  
 (AS OF DECEMBER \_\_\_\_\_, 2013)

Member	Capital Account (1)	Preferred Units (2)	Preferred Unit Percentage Interest (3)	Common Units (4)	Percentage Interest (5)	Convertible Loans (6)	Non-Convertible Loans (7)
Chanticleer Holdings, Inc.	\$ 560,000.00	47.25	51.00		47.25		
Total	\$ 1,098,039.00	92.65	100.00	4.90	100.00		

Notes:

(1) Capital accounts adjusted to reflect the Company's value as of the date of this Amendment and recapitalization.

(2) Reflects (i) the Units after recapitalization and satisfaction of Member loans, (ii) assignment of [\_\_\_\_\_] (principal and accrued interest) of Convertible Loans and [\_\_\_\_\_] (principal and accrued interest) of Non-Convertible Loans by [\_\_\_\_\_] to [\_\_\_\_\_] , (iii) [\_\_\_\_\_] re-assignment to [\_\_\_\_\_] , and (iv) the 51% assignment of Preferred Membership and Percentage Interest to Chanticleer by the Preferred Members.

(3) Reflects the reallocation of Preferred Units after (2) above.

(4) Reflects the reduction of Common Units following (2) above.

(5) Reflects Percentage Interest after (2) (3) and (4) above.

(6) Reflects conversion of Convertible Loans to Preferred Members Percentage Interest and Units at 130%

(7) Reflects conversion of Non-Convertible Loans to Preferred Members Percentage Interest and Units at 100%

Each Preferred Member hereby acknowledges and agrees that this **Exhibit A** is accurate with respect to himself and each other Preferred Member as of December \_\_\_\_\_, 2013.

\_\_\_\_\_  
 CMH                      FFI, LLC                      JHD                      HKS                      TGL                      SC                      DS                      CH, Inc.



## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the "*Agreement*") is entered into effective as of December 11th, 2013 by and between Joseph H. Drury (the "*Assignor*") and Chanticleer Holdings, Inc., a Delaware corporation (as "*Assignee*"). Terms capitalized herein but not otherwise defined shall have the meaning ascribed thereto in the Second Amended and Restated Operating Agreement of the JF Restaurants, LLC, a North Carolina limited liability company (the "*Company*") dated as of the 1<sup>st</sup> day of January, 2010, and in effect as of the date hereof (the "*Operating Agreement*").

FOR AND IN CONSIDERATION OF the payment of the purchase price and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby assigns, sells, transfers and sets over (the "*Assignment*") to the Assignee, the Assignor's rights, titles, benefits, privileges and interests in and to a five percent (5%) Preferred Membership Interest and Units in the Company so that the Assignor's Interests are reduced. The Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants to be observed, performed, paid or discharged from and after the date hereof, with respect to Assignor's Preferred Membership Interest being transferred in the Company.

2. Purchase Price. The Assignee has paid, and the Assignor acknowledges the payment of thirty thousand dollars (\$30,000.00) to the Assignor.

3. Recapitalization and Amendment of Operating Agreement. The Operating Agreement will be amended to reflect the Assignment.

4. Representations By Assignor. To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represents and warrants the following to the Assignee with respect to their Preferred Membership Interest that, on the date hereof and at the time of such delivery:

5.1. The Assignor is the legal and beneficial owner of the Preferred Membership Interest being assigned. The Assignor has not sold, transferred, or encumbered any or all of the Preferred Membership Interest being assigned. Subject to the provisions of the Operating Agreement, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Preferred Membership Interest, and is transferring and assigning the Preferred Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever.

5.2. The Assignor has been given no notice of any default by the Assignor in performing his obligations under the provisions of the Operating Agreement and, to the best of the Assignor's knowledge, information, and belief, the Assignor is not in default in performing those obligations.

5. Miscellaneous. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement via facsimile transmission shall be equally as effective as delivery of an original executed counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law principles.

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IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Joinder Agreement as of the date first above written.

ASSIGNOR:

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Joseph H. Drury

ASSIGNEE:  
Chanticleer Holdings, Inc.

By:  
Michael D. Pruitt  
President & CEO

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## Chanticleer Holdings Completes Acquisition of Just Fresh®

### Company Increases Stake in Just Fresh Restaurant Chain from 51% to 56%

CHARLOTTE, NC — 12/12/13 — Chanticleer Holdings, Inc. (NASDAQ: HOTR) (Chanticleer Holdings, or the "Company"), headquartered in Charlotte, North Carolina, announced today that the Company has completed its acquisition of a majority stake in Just Fresh Restaurant chain. On December 10, 2013, Chanticleer executed its Assignment, Assumption, Joinder and Amendment Agreements with JF Restaurants, LLC and JF Franchising Systems, LLC, owners of the Charlotte-based Just Fresh Restaurant chain. This transaction finalized the acquisition of a 51% preferred membership interest in both entities.

In addition to completing the acquisition, the Company executed an Assignment Agreement with a current owner, increasing its preferred membership interest in JF Restaurants, LLC and JF Franchising Systems, LLC by 5% to 56%.

First opened in 1994, the Just Fresh restaurant chain now operates 5 company-owned locations throughout North Carolina, offering fresh-squeezed juices, gourmet coffee, fresh-baked goods and premium-quality, made-to-order sandwiches, salads and soups. The Company believes in Just Fresh's concept that a fresher, more nutritional diet can have positive effects on physical health and overall wellness. Together, both management teams plan to expand in this fast growing market segment, by reaching out to thousands of customers in new markets domestically and internationally.

Mike Pruitt, Chairman and Chief Executive Officer, commented, "We are excited to have completed the acquisition of Just Fresh and to have an opportunity to increase our interest in JF Restaurants. We have developed an expansion model that will enable us to grow the brand organically and consider franchising opportunities in both domestic and international markets. "

#### **About Chanticleer Holdings, Inc**

Chanticleer Holdings (NASDAQ: HOTR) is focused on expanding the Hooters® casual dining restaurant brand in international emerging markets and American Roadside Burgers Inc ("ARB"), a Charlotte, N.C. based chain. Chanticleer currently owns in whole or part of the exclusive franchise rights to develop and operate Hooters restaurants in South Africa, Hungary and parts of Brazil, and has joint ventured with the current Hooters franchisee in Australia, while evaluating several additional international opportunities. The Company currently owns and operates in whole or part of eight Hooters restaurants in its international franchise territories: Pretoria, Durban, Johannesburg, Cape Town and Emperor's Palace in South Africa; Campbelltown in Australia; Budapest in Hungary; and Nottingham in the United Kingdom. ARB, purchased by Chanticleer Holdings on October 1, 2013, has a total of 5 casual restaurants — 1 location in Smithtown, N.Y., 2 locations in Charlotte, N.C., 1 location in Columbia, S.C., and the newest location is in Greenville, S.C. The Company also owns a majority interest in JF Restaurants, LLC and JF Franchising Systems, LLC, a fresh food-focused casual dining establishment with 5 restaurant locations.

For further information, please visit [www.chanticleerholdings.com](http://www.chanticleerholdings.com)

Facebook: [www.facebook.com/ChanticleerHOTR](https://www.facebook.com/ChanticleerHOTR)

Twitter: <http://Twitter.com/ChanticleerHOTR>

Google+: <https://plus.google.com/u/1/b/118048474114244335161/118048474114244335161/posts>

#### **Forward-Looking Statements:**

Any statements that are not historical facts contained in this release are "forward-looking statements" as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as "expects," "plans," "projects," "will," "may," "anticipates," "believes," "should," "intends," "estimates," and other words of similar meaning. Such forward-looking statements are based on current expectations, involve known and unknown risks, a reliance on third parties for information, transactions or orders that may be cancelled, and other factors that may cause our actual results, performance or achievements, or developments in our industry, to differ materially from the anticipated results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause actual results to differ materially from anticipated results include risks and uncertainties related to the fluctuation of global economic conditions, the performance of management and our employees, our ability to obtain financing or required licenses, competition, general economic conditions and other factors that are detailed in our periodic reports and on documents we file from time to time with the Securities and Exchange Commission. The forward-looking statements contained in this press release speak only as of the date the statements were made, and the companies do not undertake any obligation to update forward-looking statements. We intend that all forward-looking statements be subject to the safe-harbor provisions of the PSLRA.

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**Press Information:**

Chanticleer Holdings, Inc.

Mike Pruitt

Chairman/CEO

Phone: 704.366.5122 x 1

[mp@chanticleerholdings.com](mailto:mp@chanticleerholdings.com)

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