

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM S-1  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

---

**Portillo's Inc.**

(Exact name of registrant as specified in its charter)

---

Delaware  
(State or Other Jurisdiction of  
Incorporation or Organization)

5812  
(Primary Standard Industrial  
Classification Code Number)

87-1104304  
(I.R.S. Employer  
Identification Number)

---

2001 Spring Road, Suite 400  
Oak Brook, IL 60523  
(630) 954-3773  
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

---

Michelle G. Hook  
Chief Financial Officer  
2001 Spring Road, Suite 400  
Oak Brook, IL 60523  
(630) 954-3773  
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

---

*Copies to:*

Alexander D. Lynch, Esq.  
Merritt S. Johnson, Esq.  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
(212) 310-8000 (Phone)  
(212) 310-8007 (Fax)

Susan B. Shelton, Esq.  
General Counsel and Secretary  
2001 Spring Road, Suite 400  
Oak Brook, IL 60523  
(630) 954-3773

Marc D. Jaffe, Esq.  
Ian D. Schuman, Esq.  
Adam J. Gelardi, Esq.  
Latham & Watkins LLP  
1271 Avenue of Americas  
New York, New York 10020  
(212) 906-1200

---

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act.

---

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

---

**The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.**

**Subject to Completion, Dated August 8, 2022**

**PRELIMINARY PROSPECTUS**

**8,000,000 Shares**



**Portillo's Inc.**

**Class A Common Stock**

We are offering 8,000,000 shares of our Class A common stock.

Our Class A common stock is listed on Nasdaq Global Select Market (the "Nasdaq") under the symbol "PTLO." On August 5, 2022, the last sale price of our Class A common stock as reported on Nasdaq was \$26.58 per share. We intend to use all of the net proceeds from this offering to purchase LLC Units (as defined herein) from certain Continuing Pre-IPO LLC Members (as defined herein) and to repurchase shares of Class A common stock from the Reorganization Parties (as defined herein) (together such Continuing Pre-IPO LLC Members and such Reorganization Parties, the "selling stockholders") in a "synthetic secondary" transaction, at a price per LLC Unit or share of Class A common stock, as applicable, equal to the public offering price per share of Class A common stock in this offering, less the underwriting discounts and commissions and any withholding taxes. As a result, Portillo's OpCo will not receive any proceeds from this offering. See "Use of Proceeds" and "Certain Relationships and Related Party Transactions."

We have two classes of common stock: Class A common stock and Class B common stock. Each share of Class A common stock and Class B common stock entitles its holder to one vote on all matters presented to our stockholders generally. All of our Class B common stock is held by the Continuing Pre-IPO LLC Members on a one-to-one basis with the number of LLC Units they own. See "Description of Capital Stock" and "Organizational Structure—Holding Company Structure and the Tax Receivable Agreement." As a result, the Reorganization Parties and Continuing Pre-IPO LLC Members, together, control any action requiring the general approval of our stockholders, including the election of our Board of Directors (the "Board"), the adoption of amendments to our certificate of incorporation and bylaws and the approval of any merger or sale of the Company or substantially all of our assets.

We are an "emerging growth company" as defined under the federal securities laws and, as such, will be subject to reduced public company reporting requirements. See "Prospectus Summary—Implications of Being an Emerging Growth Company." We are currently a "controlled company" within the meaning of the corporate governance standards of the Nasdaq.

**Investing in our Class A common stock involves a high degree of risk. See "[Risk Factors](#)" on page 30.**

	<u>Per Share</u>	<u>Total</u>
Public offering price	\$	\$
Underwriting discount(1)	\$	\$
Proceeds, before expenses, to us	\$	\$

(1) See "Underwriting" for additional information regarding underwriter compensation.

We have granted the underwriters an option to purchase up to an additional 1,200,000 shares to cover over-allotments from us at the public offering price less the underwriting discount at any time within 30 days from the date of this prospectus.

**Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The underwriters expect to deliver the shares against payment in New York, New York on \_\_\_\_\_, 2022.

**Jefferies**

**Morgan Stanley**

**BofA Securities**

**Piper Sandler**

The date of this prospectus is \_\_\_\_\_, 2022.



VALUES-DRIVEN, PEOPLE-CENTERED CULTURE



FAMILY



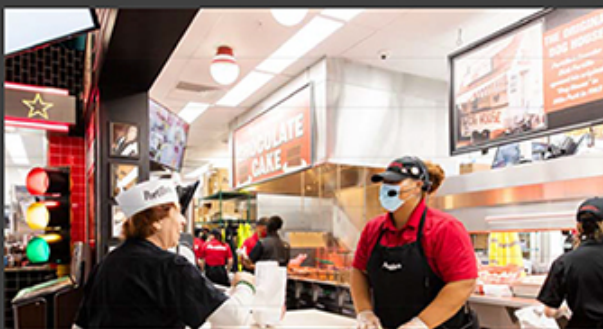
GREATNESS



ENERGY



FUN







ICONIC, CRAVEABLE STREET FOOD







RESTAURANTS DESIGNED TO ENGAGE THE SENSES







**HIGH-ENERGY, MULTICHANNEL FORMAT**







Sterling Heights, MI  
Opened Mar 2021

## GROWING NATIONAL FOOTPRINT



Fort Wayne, IN  
Opened Nov 2019



Orlando, FL  
Opened May 2021



Glendale AZ  
Opened Apr 2021







**TABLE OF CONTENTS**

	<u>Page</u>
<a href="#">PROSPECTUS SUMMARY</a>	1
<a href="#">SUMMARY HISTORICAL AND PRO FORMA CONSOLIDATED FINANCIAL AND OTHER DATA</a>	24
<a href="#">RISK FACTORS</a>	30
<a href="#">CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS</a>	35
<a href="#">ORGANIZATIONAL STRUCTURE</a>	37
<a href="#">USE OF PROCEEDS</a>	40
<a href="#">DIVIDEND POLICY</a>	41
<a href="#">CAPITALIZATION</a>	42
<a href="#">UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION</a>	43
<a href="#">PRINCIPAL STOCKHOLDERS</a>	53
<a href="#">DESCRIPTION OF MATERIAL INDEBTEDNESS</a>	55
<a href="#">DESCRIPTION OF CAPITAL STOCK</a>	58
<a href="#">SHARES ELIGIBLE FOR FUTURE SALE</a>	64
<a href="#">MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS</a>	67
<a href="#">UNDERWRITING</a>	70
<a href="#">LEGAL MATTERS</a>	80
<a href="#">EXPERTS</a>	80
<a href="#">WHERE YOU CAN FIND MORE INFORMATION</a>	80
<a href="#">INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE</a>	81

---

You should rely only on the information contained in this prospectus or in any free writing prospectus we may specifically authorize to be delivered or made available to you. Neither we, the selling stockholders nor the underwriters (or any of our or their respective affiliates) have authorized anyone to provide any information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. Neither we, the selling stockholders nor the underwriters (or any of our or their respective affiliates) take any responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We, the selling stockholders and the underwriters (or any of our or their respective affiliates) are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus or any free writing prospectus is accurate only as of its date, regardless of its time of delivery or the time of any sale of shares of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside the United States: We, the selling stockholders and the underwriters have not done anything that would permit this offering or the possession or distribution of this prospectus or any free writing prospectus we may provide to you in connection with this offering in any jurisdiction where action for purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of Class A common stock and the distribution of this prospectus outside the United States. See “Underwriting.”

As permitted under the rules of the SEC, this prospectus incorporates important business information about Portillo’s OpCo that is contained in documents that we file with the SEC, but that is not included in or delivered with this prospectus. You may obtain copies of these documents, without charge, from the website maintained by the SEC at [www.sec.gov](http://www.sec.gov), as well as from other sources. See “Where You Can Find More Information” and “Incorporation of Certain Documents by Reference” in this prospectus.

### **Basis of Presentation**

We use a 52- or 53-week fiscal year ending on the Sunday prior to December 31, effective beginning with the first quarter of 2019. In a 52-week fiscal year, each quarterly period is comprised of 13 weeks. The additional week in a 53-week fiscal year is added to the fourth quarter. We believe the difference in reporting periods does not have a material impact on comparability. Fiscal 2022 will consist of 52 weeks and Fiscal 2021, 2020 and 2019 each consisted of 52 weeks.

### **Trademarks and Trade Names**

We own or have the rights to use various trademarks, trade names and service marks, including “Portillo’s” and various logos used in association with our name. Solely for convenience, any trademarks, trade names, service marks or copyrights referred to or used herein are listed without the applicable ©, ® or ™ symbol, but such references or uses are not intended to indicate, in any way, that we, or the applicable owner, will not assert, to the fullest extent under applicable law, our or their, as applicable, rights to these trademarks, trade names, service marks and copyrights. Other trademarks, trade names, service marks or copyrights of any other company appearing in this prospectus are, to our knowledge, the property of their respective owners.

### **Market and Industry Information**

Unless otherwise indicated, market data and industry information used throughout this prospectus is based on management’s knowledge of the industry and the good faith estimates of management. We also relied, to the extent available, upon management’s review of independent industry surveys and publications and other publicly available information prepared by a number of sources, including Service Management Group (“SMG”), Technomic, The NPD Group, Inc. (“The NPD Group”), and Socialinsider. All of the market data and industry information used in this prospectus involves a number of assumptions and limitations and you are cautioned not to give undue weight to such estimates. Although we believe that these sources are reliable, neither we nor the underwriters can guarantee the accuracy or completeness of this information and neither we nor the underwriters have independently verified this information. Additionally, from time to time, these sources may change their input information or methodologies, which may change the related results. While we believe the estimated market position, market opportunity and market size information included in this prospectus is generally reliable, such information, which is derived in part from management’s estimates and beliefs, is inherently uncertain and imprecise. Projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in “*Risk Factors*,” “*Cautionary Note Regarding Forward-Looking Statements*” and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in our estimates and beliefs and in the estimates prepared by independent parties. In addition, certain market and industry data has been derived from research and “whitespace” modeling prepared for us in 2020 by Forum Analytics, a leading real estate analytics firm (“Forum Analytics”). We engaged Forum Analytics to prepare a “whitespace” analysis to identify the Company’s potential new unit expansion opportunity in the United States. Additionally, certain information included herein is derived from a consumer survey of NPS scores powered by Dynata LLC (“Dynata”), a global online market research firm, which we commissioned in 2021.

### **Certain Definitions**

As used in this prospectus, unless otherwise noted or the context requires otherwise:

- “Amended LLC Agreement” refers to the limited liability company agreement of Portillo’s OpCo.
- “Berkshire” refers to Berkshire Partners LLC, a private equity firm.



- “Blocker Companies” refers to entities treated as corporations for U.S. tax purposes that held LLC Units prior to the Reorganization Transactions (as defined herein) (individually, each a “Blocker Company”).
- “Continuing Pre-IPO LLC Members” refers to the Pre-IPO LLC Members who retained their equity ownership in Portillo’s OpCo in the form of LLC Units immediately following the consummation of the Reorganization Transactions.
- “IPO” has the meaning given in “Prospectus Summary—Organizational Structure.”
- “LLC Units” has the meaning given in “Prospectus Summary—Organizational Structure.”
- “Mergers” has the meaning given in “Prospectus Summary—Organizational Structure.”
- “Pre-IPO LLC Members” refers to the pre-IPO owners that directly (or indirectly through a Blocker Company) held LLC Units immediately prior to the consummation of the Reorganization Transactions.
- “Portillo’s,” the “Company,” “our company,” “we,” “us” and “our” refer (i) prior to the consummation of the Reorganization Transactions described under “Organizational Structure—The Reorganization Transactions,” to Portillo’s OpCo and its subsidiaries and (ii) after the Reorganization Transactions described under “Organizational Structure—The Reorganization Transactions,” to Portillo’s Inc., Portillo’s OpCo and their subsidiaries.
- “Portillo’s OpCo” refers to PHD Group Holdings LLC, a Delaware limited liability company, and, following the Reorganization Transactions, a subsidiary of Portillo’s Inc.
- “Reorganization Parties” has the meaning given in “Prospectus Summary—Organizational Structure.”
- “Reorganization Transactions” has the meaning given in “Prospectus Summary—Organizational Structure.”
- “selling stockholders” refers to, collectively, the Continuing Pre-IPO LLC Members and the Reorganization Parties electing to sell LLC Units or shares of our Class A common stock, as applicable, in the synthetic secondary transaction.
- “Sponsor” refers to Berkshire.
- “Tax Receivable Agreement” refers to the tax receivable agreement entered into with the TRA Parties.
- “TRA Parties” refers to, collectively, the Continuing Pre-IPO LLC Members, the Reorganization Parties, and any future party to the Tax Receivable Agreement.

#### **Non-GAAP Financial Measures**

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (“GAAP”). We also supplement our consolidated financial statements with the following non-GAAP financial measures in this prospectus: Adjusted EBITDA, Adjusted EBITDA Margin, Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin. See “*Summary Historical and Pro Forma Consolidated Financial and Other Data.*”

## **Key Metrics**

### *Same-Restaurant Sales*

Same-restaurant sales is the percentage change in year-over-year revenue (excluding gift card breakage) for the comparable restaurant base, which is defined as the number of restaurants open for at least 24 full fiscal months (the “Comparable Restaurant Base”). At the end of fiscal 2021 and at the end of the quarter ended June 26, 2022, there were 61 restaurants in the Comparable Restaurant Base. The Comparable Restaurant Base excludes a restaurant that is owned by C&O Chicago, L.L.C. (“C&O”) of which Portillo’s owns 50% of the equity, as described in Note 7 - Equity Method Investment in the notes to the audited consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 26, 2021 (the “Annual Report”).

An increase or decrease in same-restaurant sales is the result of changes in restaurant traffic and average guest check. We gather daily sales data and regularly analyze the restaurant traffic counts and the mix of menu items sold to aid in developing menu pricing, product offerings and promotional strategies designed to produce sustainable same-restaurant sales.

### *New Restaurant Openings*

New restaurant openings are central to growing our footprint and executing our growth strategy. We have never closed a restaurant in our 59-year history.

Potential new restaurant sites are typically identified and evaluated at least 18 months prior to opening. New restaurant opening dates trigger advance staff recruiting and training, in addition to the relocation of experienced general managers from existing restaurants and other pre-opening expenses.

The total number of new restaurants per year and the timing of new restaurant openings has, and will continue to have, an impact on our results of operations.

### *Average Unit Volume (“AUV”)*

AUV is the total revenue (excluding gift card breakage) recognized in the Comparable Restaurant Base, divided by the number of restaurants in the Comparable Restaurant Base during the period.

An increase or decrease in AUV is the result of changes in restaurant traffic and average guest check. We gather daily sales data and regularly analyze the restaurant traffic counts and the mix of menu items sold to aid in developing menu pricing, product offerings and promotional strategies designed to produce sustainable AUV. Historically, when opening restaurants in new markets outside of Chicagoland, we experience higher revenues in the first year of operation with a decline in revenues in the second year. After the second year, we have experienced growth in revenues in the third year and beyond as the restaurant and brand continue to grow awareness in those markets.

### *Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin*

Restaurant-Level Adjusted EBITDA is defined as revenue, less restaurant operating expenses, which include cost of goods sold, excluding depreciation and amortization, labor expenses, occupancy expenses and other operating expenses. Restaurant-Level Adjusted EBITDA excludes corporate level expenses, pre-opening expenses and depreciation and amortization on restaurant property and equipment. Restaurant-Level Adjusted EBITDA Margin represents Restaurant-Level Adjusted EBITDA as a percentage of revenue. Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin are not required by, nor presented in accordance with GAAP. Rather, Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA



Margin are supplemental measures of operating performance of our restaurants. You should be aware that Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin are not indicative of overall results for the Company, and Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin do not accrue directly to the benefit of stockholders because of corporate-level expenses excluded from such measures. In addition, our calculations thereof may not be comparable to similar measures reported by other companies. We believe that Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin are important measures to evaluate the performance and profitability of our restaurants, individually and in the aggregate. Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin have limitations as analytical tools and should not be considered as a substitute for analysis of our results as reported under GAAP. For a reconciliation of operating income, the most directly comparable GAAP measure, to Restaurant-Level Adjusted EBITDA, see “*Summary Historical and Pro Forma Consolidated Financial and Other Data*” herein.

*Adjusted EBITDA and Adjusted EBITDA Margin*

Adjusted EBITDA represents net income (loss) before depreciation and amortization, interest expense and income taxes, adjusted for the impact of certain non-cash and other items that we do not consider in our evaluation of ongoing core operating performance as identified in the reconciliation of net income (loss), the most directly comparable GAAP measure, to Adjusted EBITDA, included in “*Prospectus Summary—Summary Historical and Pro Forma Consolidated Financial and Other Data*.” Adjusted EBITDA Margin represents Adjusted EBITDA as a percentage of total revenues. We use Adjusted EBITDA and Adjusted EBITDA Margin (i) to evaluate our operating results and the effectiveness of our business strategies, (ii) internally as benchmarks to compare our performance to that of our competitors and (iii) as factors in evaluating management’s performance when determining incentive compensation.

We believe that Adjusted EBITDA and Adjusted EBITDA Margin are important measures of operating performance because they eliminate the impact of expenses that do not relate to our core operating performance. Adjusted EBITDA and Adjusted EBITDA Margin are supplemental measures of operating performance and our calculations thereof may not be comparable to similar measures reported by other companies. Adjusted EBITDA and Adjusted EBITDA Margin have important limitations as analytical tools and should not be considered in isolation as substitutes for analysis of our results as reported under GAAP.

## PROSPECTUS SUMMARY

*This summary highlights selected information contained elsewhere in this prospectus or documents incorporated by reference herein, but it does not contain all of the information that you should consider before deciding to invest in our Class A common stock. You should read this entire prospectus carefully, including the matters discussed under the headings “Risk Factors,” “Unaudited Pro Forma Financial Information,” and the information that is incorporated in this prospectus by reference to our Annual Report (including, without limitation, matters discussed under the headings “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in our consolidated financial statements and related notes), our Quarterly Report on Form 10-Q for the quarterly period ended June 26, 2022 (the “2022 Q2 Quarterly Report”) (including, without limitation, matters discussed under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in our unaudited condensed consolidated financial statements and related notes) and the other the filings incorporated by reference herein. See “Incorporation of Certain Documents by Reference.” In addition, certain statements in this prospectus include forward-looking information that is subject to risks and uncertainties. See “Cautionary Note Regarding Forward-Looking Statements.”*



### **Portillo's: Prepare to Get Obsessed**

Portillo's serves iconic Chicago street food through high-energy, multichannel restaurants designed to ignite the senses and create a memorable dining experience. Since our founding in 1963 in a small trailer which Dick Portillo called “The Dog House,” Portillo's has grown to become a treasured brand with a passionate (some might say obsessed) nationwide following. Our diverse menu features all-American favorites such as Chicago-style hot dogs and sausages, Italian beef sandwiches, chopped salads, burgers, crinkle-cut french fries, homemade chocolate cake and milkshakes. We create a consumer experience like no other by combining the best attributes of fast casual and quick service concepts with an exciting energy-filled atmosphere and restaurant model capable of generating tremendous volumes. Nearly all of our restaurants were built with double lane drive-thrus and have been thoughtfully designed with a layout that accommodates a variety of access modes including dine-in, carryout/curbside, delivery and catering in order to quickly and efficiently serve our guests. As of June 26, 2022, we owned and operated 71 Portillo's restaurants across nine states. According to publicly available information, our restaurants generated higher AUVs than any other public fast casual restaurant concept of \$8.2 million in 2021.

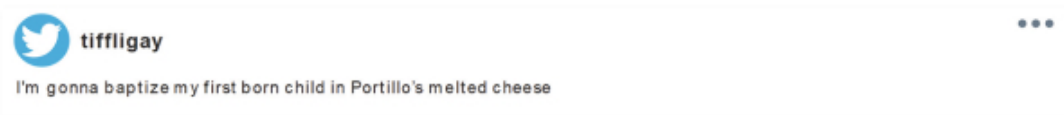
No matter how our guests order from us, our highly productive kitchens and team members consistently serve high-quality food and deliver a memorable guest experience. We believe the combination of our craveable food, multichannel sales model, dedication to operational excellence, and a distinctive culture driven by our team members gives us a competitive advantage and allows us to generate the highest AUVs and



traffic per restaurant among fast casual and quick service restaurants. In 2020, 2021 and the twelve months ended June 26, 2022, the average Portillo's restaurant generated:

- Drive-thru sales of \$4.6 million in 2020, \$4.7 million in 2021 and \$4.1 million in the twelve months ended June 26, 2022, more than double the throughput of McDonald's average drive thru for each of those periods;
- Dine-in sales of \$1.9 million in 2020, \$2.5 million in 2021 and \$3.2 million in the twelve months ended June 26, 2022, approximately 90% of Chipotle's 2020 total AUV, approximately equal to their 2021 total AUV of \$2.5 million and approximately 115% of their twelve months ended second quarter of 2022 total AUV of \$2.7 million; and
- Delivery sales of nearly \$800,000 in 2020, and \$900,000 in 2021 and \$1.0 million in the twelve months ended June 26, 2022, approximately equal to Domino's 2020 average delivery volume, approximately 95% of their 2021 delivery volume and higher than their twelve months ended second quarter of 2022 delivery volume.

Each Portillo's location on average served approximately 859,000 guests in 2021 and approximately 847,000 guests in the twelve months ended June 26, 2022, based on our average per-guest spend of approximately \$9.49 for the twelve months ended February 28, 2022 and approximately \$9.75 for the twelve months ended June 26, 2022 and our AUVs of approximately \$8.2 million in 2021 and \$8.3 million in the twelve months ended June 26, 2022. Our restaurants are buzzing with the energy and excitement of our team members and guests that bring everyone together, from single diners to large groups, around great food, drinks and fun. Our restaurants have attracted a growing cult-like following that has enabled us to thrive across a variety of suburban and urban trade areas around the country. All of our restaurants are profitable, and we are proud to have never closed a restaurant in our 59-year history.

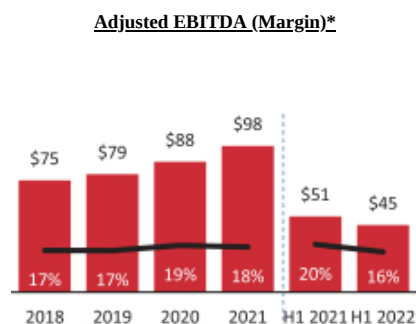
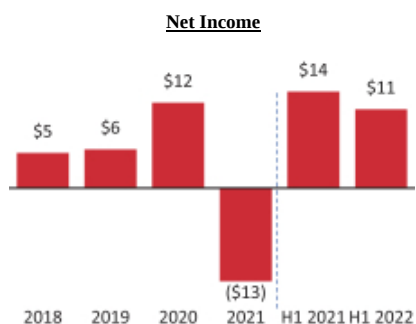
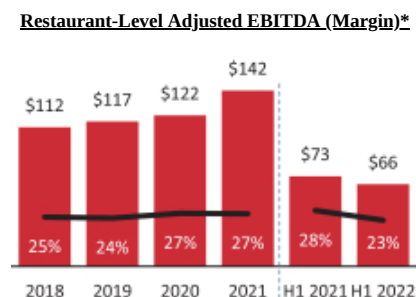
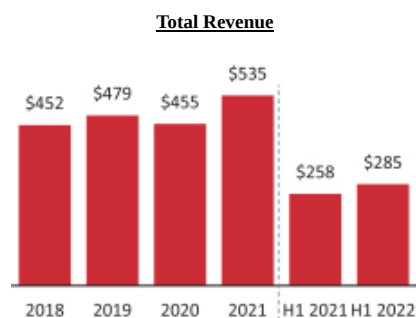


We believe our unique brand experience, passionate following, and compelling everyday value proposition drive strong operating results. As a result, we have been able to achieve the following:

- Opened 19 new restaurants across 8 states from January 1, 2018 through June 26, 2022
- Our industry-leading Restaurant-Level Adjusted EBITDA Margin was 24.1% for the twelve months ended June 26, 2022
- Net loss was \$16.0 million in the twelve months ended June 26, 2022
- Adjusted EBITDA was \$93 million in the twelve months ended June 26, 2022

During the quarter and two quarters ended June 26, 2022, we experienced unprecedented commodity inflation as well as higher labor expenses, which will continue to have an impact on Restaurant-Level Adjusted EBITDA and our other profitability metrics for the remainder of 2022. For more information, please see "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" in our Q2 2022 Quarterly Report, which is incorporated by reference in this prospectus.

(\$ in Millions)



(\*) Please see “Summary Historical and Pro Forma Consolidated Financial and Other Data” for a reconciliation of the above non-GAAP financial measures to their most directly comparable GAAP measure.

**Our Competitive Strengths**

We believe the following strengths separate us from our competitors and serve as the foundation for our continued growth:

**Values-Driven, People-Centered Culture.** People are the heart of Portillo’s. We hire and train great people who can turn their obsession into a profession. Our team members are passionate about our food, love our guests, and call their teammates “family.” Our people-centric culture is about working together to deliver an exceptional experience for our guests, while operating with the fun-loving energy that drives the exciting

atmosphere within our busy restaurants. Our Portillo's team members bring our brand to life through their commitment to our values:

*"Family"* – We work together to make everyone feel at home, and we step up when someone needs help

*"Greatness"* – We are obsessed with being the best and work hard to continuously improve. Our greatness is rooted in Quality, Service, Attitude and Cleanliness ("QSAC")

*"Energy"* – We move with urgency and passion, while maintaining attention to detail

*"Fun"* – We entertain our guests, we connect authentically, and we make each other smile

During the COVID-19 pandemic, we prioritized the health and safety of our team members who in turn helped our business not only survive but thrive. We chose to not lay off or furlough any team members, and instead invested in them with a focus on cross-training additional skills, which enabled us to increase capacity in our off-premises channels and drive operating efficiencies. We acted quickly to provide paid leave, personal protective equipment and setup a "Wellness Team" to advise on and monitor the well-being of our teams. Additionally, we provided 100% meal discounts and gift cards to every team member throughout the COVID-19 pandemic and funded bonuses to field managers. We also launched a Company foundation called "The Heart of Portillo's Fund" to support team members facing challenging personal situations.

We work with each team member to build a personal development plan and a corresponding training plan to support their professional development at Portillo's. We view this investment as a fundamental aspect of our company and key to our growth as it enables us to deliver a consistently memorable experience for our guests and build a pipeline of leaders to drive the success of our future restaurant openings.

We are proud that Portillo's was ranked the #1 restaurant company on America's 2021 Best Midsized Employers by *Forbes* magazine and #99 out of the 500 companies surveyed.



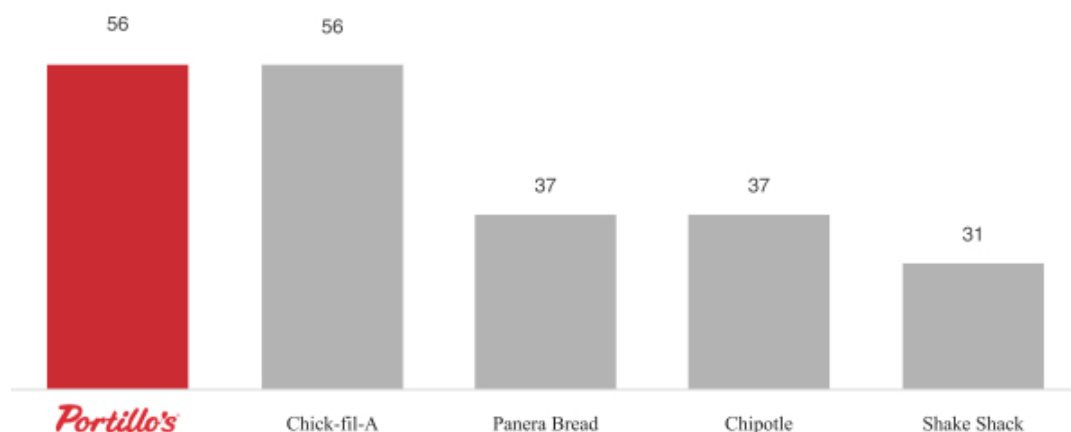
***An Iconic and Beloved Brand with Obsessed, Lifelong Fans.*** Portillo's captures the hearts, minds and stomachs of its guests with every meal. In the 59 years since Dick Portillo opened his first hot dog stand, Portillo's has grown to become an iconic restaurant brand with a national following. Our menu features something for everyone and appeals to a broad demographic that enables our restaurants to thrive across diverse trade areas and generate strong and



balanced volumes across multiple dayparts, weekdays and occasions. Our new restaurant openings draw massive crowds of passionate fans who line up overnight with lines stretching around the block. Additionally, we have received numerous accolades, including recognition as the “#1 Fast Casual Restaurant in the U.S.” by *Trip Advisor* in 2021.

We have a very engaged and passionate following on social media. As of August 3, 2022, our average Facebook post generates 26x more engagement than the average industry brand post, while our average Twitter post generates 46x more engagement than the average industry brand post based on industry benchmarks study conducted by Socialinsider in 2022. Many of our fans beg us through social media to bring a Portillo’s restaurant to their city (and we have received similar pleas from mayors), which we believe is indicative of the passion of our guests and the demand for more Portillo’s locations across the country. In a similar vein, we have operated a direct shipping business for over 20 years, shipping a select menu of our most popular offerings to all 50 states, which provides us with an additional channel to build our national brand presence. In the past five years we have shipped 2.7 million sandwiches (Italian beef, sausages and hot dogs) via our own direct-to-consumer direct shipping channel across all 50 states, creating fans all over the country. Based on a national survey powered by Dynata in July 2021, our nationwide net promoter score exceeded that of many notable fast casual competitors.

National Net Promoter Score<sup>(1)</sup>

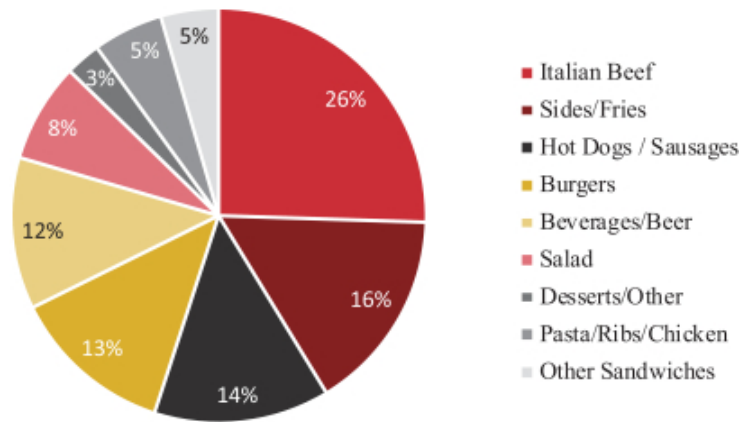


(1) National consumer survey powered by Dynata in July 2021.

**Distinctive, Diverse High-Quality Menu.** Our menu offers something for everyone. We obsess over each and every ingredient and curate our menu to ensure that each item receives high marks from our guests and meets our rigorous quality standards. Our Italian beef sandwiches feature high-quality beef slow roasted for four hours, thinly sliced, served on freshly baked Turano French bread and dipped in hot gravy with a proprietary blend of spices perfected over 50 years and designed to deliver an amazing flavor. Our Chicago-style hot dogs feature mustard, relish, freshly chopped onion, sliced red ripe tomatoes, a kosher pickle and sport peppers piled high onto a perfectly steamed poppy seed bun, all finished with a few shakes of savory celery salt. Guests also love our craveable crinkle-cut french fries that are cooked in beef tallow resulting in a perfectly salted, crispy outside with a soft inside. Lastly, for those craving something sweet, our famous homemade fluffy chocolate cakes are baked with love each morning in every restaurant and generously iced with rich chocolate frosting.

Everyone can be satisfied with a visit to one of our restaurants as demonstrated by our sales mix with no single menu category accounting for more than 26% of sales in 2021. As an example of how our guests order across our menu, we sold on average more than \$600,000 worth of salad per restaurant in 2021. Menu variety is a major motivator for guests and the difference with Portillo's is, no matter what someone is craving, we have something for them.

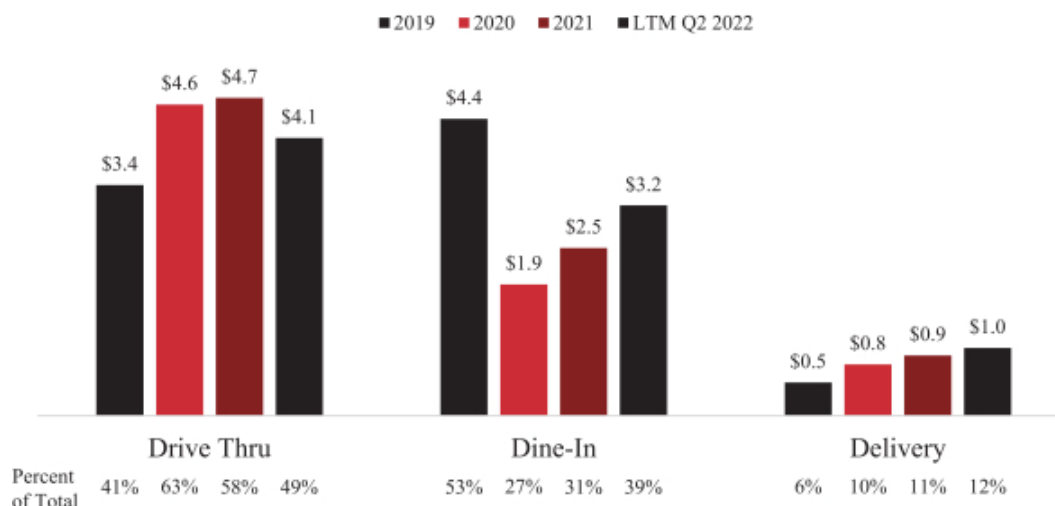
**Menu Mix as % of 2021 Sales\***



\* Chart may not sum to 100% due to rounding.

**Robust Multichannel Sales Capabilities.** Our restaurants are designed to provide speed and convenience across multiple sales channels including drive-thru, dine-in, carryout/curbside, delivery and catering. We also serve guests outside our footprint through our website for direct shipping. In each restaurant, our high-energy, passionate team members deliver exceptional customer service to our guests whether they dine in one of our restaurants or order through the drive-thru where team members personally take and deliver orders car-side. At the onset of the COVID-19 pandemic, we quickly adapted to sales shifts and cross-trained our team members to allow us to significantly increase our drive-thru sales from \$3.4 million per restaurant in 2019 to \$4.6 million in 2020 and \$4.7 million in 2021 and enhance our third-party delivery and self-delivery channels and capabilities. Our app and website, combined with our third-party delivery partnerships, resulted in approximately 20% of our sales being placed digitally during fiscal 2020 and fiscal 2021 and approximately 21% in the twelve months ended June 26, 2022. Since nearly all of our restaurants were purpose built with a double lane drive-thru and sizable parking areas to handle our large volumes, we were able to quickly respond to sales shifts without structural changes to our sites. Our ability to execute high sales volumes through our double drive-thrus combined with our robust digital capabilities enabled us to generate approximately 80% of our revenue through these order methods in fiscal 2020 and 74% in fiscal 2021. In a world where customers increasingly value convenience and optionality, our longstanding multichannel expertise positions Portillo's to continue to succeed and grow market share.

**Average Restaurant Sales by Channel (\$ Millions)**



Note: Dine-in defined as any order served over the counter inside a restaurant, including dine-in-orders, orders that are “to go”, phone and online orders picked up inside the restaurant. Drive Thru includes all orders serviced outside the restaurant, including drive thru and curbside pickup. Direct-to-consumer shipping sales are not included in the above. Drive thru, Dine-In and Delivery sales per restaurant includes data from all restaurants open since the beginning of the measurement period.

**Energetic Restaurant Atmosphere that Engages the Senses.** While our operating model is focused on getting delicious, made-to-order food to our guests quickly, the Portillo’s atmosphere makes the experience even more than a delicious meal. When guests walk into a Portillo’s, they get an experience completely different than a typical chain restaurant visit. Our restaurants engage all the senses to create a fun, relaxed and memorable occasion.

Our dining areas evoke nostalgia and local influences. No two Portillo’s are alike. Each of our restaurants has its own themed décor ranging from a 1930’s prohibition motif to a 1950’s jukebox, to a 1960’s hippie bus. The period music ties to the theme, from ragtime to doo wop to disco. No detail is too small, be it lighting, signage or even the stars subtly sparkling on the ceiling. Each restaurant also draws design elements from the community. The layouts create spaces comfortable for individual diners, families, large groups, and even wedding parties.



Beyond the space itself, the energy of a Portillo's is unique. Our guests can see into our huge, open kitchens, where their meals are prepared right before their eyes. The smells of burgers broiling, french fries frying, and beef simmering emanate from the kitchen. Each completed meal is announced with a fun rhyme (“Number two, we got you”; “Number seven, welcome to Portillo's heaven”). But the most important element of the energy is the enthusiasm of the scores of other guests who are all excited to be there and enjoying their Portillo's. We want every guest that visits Portillo's to leave with a memorable experience, a satiated appetite and a desire to return.



Mishawaka, IN  
Theme: 30's Prohibition



Sterling Heights, MI  
Theme: Garage Style



Orlando, FL  
Theme: Diner/Entertainment



Glendale, AZ  
Theme: Diner/Music



Springfield, IL  
Theme: Diner - Route 66

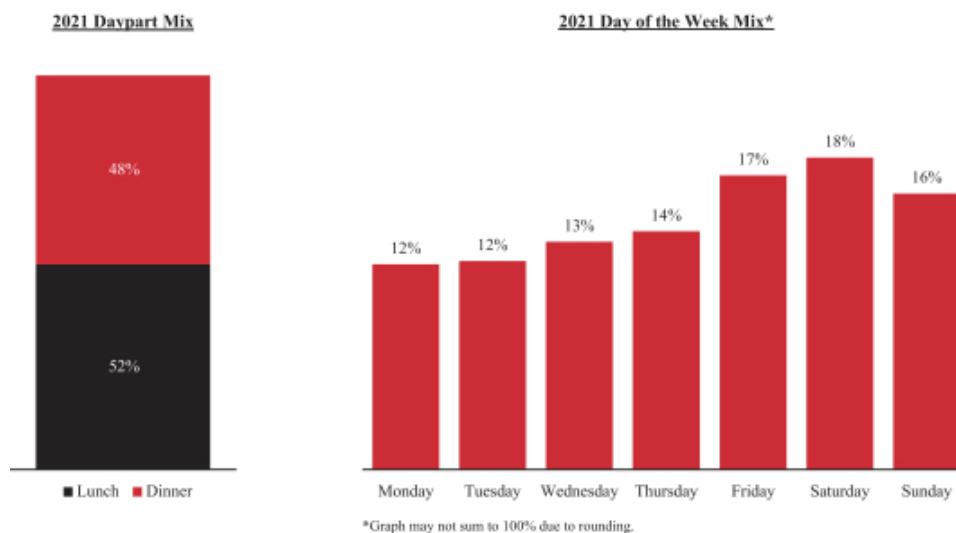


Villa Park, IL  
Theme: '50s-'60s

**An Incredible, Everyday Value Proposition.** Portillo's redefined the fast casual and quick service value propositions by combining high-quality, craveable food served at incredible speed with multichannel convenience all inside a differentiated, energy-filled atmosphere. We do not discount and rarely engage in price promotion of our products. Instead, we provide an exceptional value to our guests every day. We believe the combination of our craveable food made with high-quality ingredients, served fast however you want it, in an engaging atmosphere by our passionate team members—all at an affordable per-person spend of approximately \$9.75—will continue to sustain and grow our volumes.



**Proven Portability and Strong Unit Economics.** Our concept is successful across diverse markets throughout the United States. As of June 26, 2022, we had 71 restaurants open across nine states including Illinois, Arizona, Indiana, Florida, Iowa, Minnesota, Wisconsin, Michigan and California in a variety of urban and suburban trade areas. Our broadly appealing menu and everyday value caters to a variety of customers and occasions as evidenced by our balanced daypart mix with nearly equal lunch and dinner revenues, as well as a balanced weekday sales mix.



As we increase our brand awareness and guest following outside Chicagoland, we believe our restaurants will be even better positioned to consistently grow volumes over time, as evidenced by the performance of our Chicagoland restaurants.

Our team members' focus on operational excellence enables our restaurants to drive exceptional throughput, creating substantial volumes and profitability. Restaurants in our Chicagoland market had AUVs of approximately \$8.7 million in 2020, \$9.6 million in 2021 and \$9.9 million in the twelve months ended June 26, 2022 and Restaurant-Level Adjusted EBITDA Margins of 31% in 2020, 31% in 2021 and 30% in the twelve months ended June 26, 2022. Restaurants outside of Chicagoland had AUVs of approximately \$5.6 million in 2020, \$5.8 million in 2021 and \$5.8 million in the twelve months ended June 26, 2022 and Restaurant-Level Adjusted EBITDA Margins of 25% in 2020, 23% in 2021 and 19% in the twelve months ended June 26, 2022. When considering new restaurant locations each year as part of our growth strategy, we target cash-on-cash returns of approximately 25% in our third year of operation, which we calculate by dividing our Restaurant-Level Adjusted EBITDA in the third year of operation by our initial investment costs (net of tenant allowances and excluding pre-opening expenses). We are currently experiencing increased costs associated with building and opening new restaurant locations as a result of inflation.

**Visionary Leadership Team.** Our iconic brand, values-driven culture and growth strategies are guided by our highly experienced senior management team, led by our Chief Executive Officer Michael Osanloo. Mr. Osanloo joined Portillo's in 2018 and has over 25 years of leadership experience, having previously served as CEO of P.F. Chang's and EVP of Kraft Foods. In addition to Mr. Osanloo, we have a talented team of industry veterans leading the organization including Chief Financial Officer, Michelle Hook, previously VP of Finance,

FP&A and IR at Domino's; Chief Operating Officer, Derrick Pratt whose prior experience includes VP-level operations roles at McDonald's and Starbucks; and Chief Human Resource Officer, Jill Waite, former executive at 24 Hour Fitness and Sephora. Under Mr. Osanloo and the executive team's leadership, we have made significant investments in our brand, people, culture, systems, and infrastructure. Under Mr. Osanloo and the executive team's leadership, we have made significant investments in our brand, people, culture, systems, and infrastructure. We believe our experienced management team is a key driver of our success and positions us well for long-term growth.

### Our Growth Strategies

We believe we are well-positioned to take advantage of significant growth opportunities due to our values-driven culture, highly-trained and passionate team members, differentiated brand experience and AUVs which are higher than other public fast casual restaurant concepts according to publicly available information, which drive impressive unit economics. We plan to expand our business by executing on the following growth strategies:



**Expand Our Restaurant Base.** We are in the early stages of our nationwide growth with 71 locations across nine states as of June 26, 2022. From November 2020 through June 26, 2022, we opened nine new restaurants, including new locations in Illinois, Michigan, Florida, Arizona, Indiana and Wisconsin. Since 2015, we have opened new restaurants at a compound annual growth rate of approximately 8.7%. Over the long term, we plan to increase our number of restaurants by approximately 10% annually. Our near-term restaurant growth strategy is focused on leveraging our proven unit economic model primarily in adjacent and national markets outside Chicagoland with favorable macro-economic tailwinds where we already have a presence. We will also add select new restaurants in the Chicagoland market. We utilize a data driven approach with our real estate team to identify optimal sites and curate a high-quality restaurant pipeline. Given our leading volumes and the size of our restaurants, we typically do not compete for real estate with quick service or fast casual concepts and tend to be a tenant of choice by landlords due to the significant traffic going through our restaurants. People are key to our growth, which is why we have invested in creating professional development plans for our team members to ensure a steady flow of Portillo's trained managers who are ready to staff our new restaurants. Additionally, we have established multiple new restaurant opening teams, which allow us to support our future pace of openings while driving new restaurant opening success. Based on a whitespace analysis prepared for us by Forum Analytics in 2020, we believe we have a substantial runway for growth with a long-term opportunity to grow to more than 600 restaurants domestically over the next 25 years and are well-positioned for global growth in the future. While we are optimistic about our ability to expand our restaurant base, we will continue evaluating the impact of the COVID-19 pandemic, which may continue to disrupt our business and affect our ability to execute our expansion strategy. For more information, see "Part I. Item 1A. Risk Factors—Risks Related to Our Business, Industry and Growth Strategies—Our financial condition and results of operations have been and may continue to be adversely affected by the COVID-19 pandemic or future pandemics or disease outbreaks" in our Annual Report which is incorporated by reference herein.



Meara Molitor

PORTILLO'S IS COMING TO MINNESOTA!!!!!! IM ACTUALLY CRYING THIS IS NOT A DRILL MY LIFE IS COMPLETE!!!!!!



**Increase Our Same-Restaurant Sales.** We aim to continue delivering an outstanding value proposition to our guests and enhance our experience to grow our volumes. We believe the following initiatives will drive same-restaurant sales growth:

- **Deliver a Consistently Outstanding Guest Experience.** In our business, the best way to drive a return visit is to provide our guests a consistently fantastic experience when they visit our restaurants or eat our food. Therefore, our relentless focus on operational excellence enables us to drive significant throughput in our restaurants, provide a one-of-a-kind experience and a compelling everyday value proposition to our guests and thereby drive increased customer trial and frequency.
- **Purposeful Menu Enhancements.** We are maniacal about quality and crave-ability when it comes to our menu. We are constantly studying ways to further enhance our existing offerings while thoughtfully adding new high-quality items. We are also disciplined in maintaining the number of options on our menu. When a new item earns its way onto our menu, we often replace an existing item to maintain our operational efficiency. We believe this purposeful enhancement drives increased guest frequency and reinforces our everyday value proposition that is key to our success.
- **Increase Brand Awareness Through Non-Traditional and Social Marketing.** Portillo's does not rely on mass media advertising or promotion to drive traffic to our restaurants. We actively engage our fans and guests through a dynamic social media effort that includes email, Twitter, Instagram, TikTok, Facebook, and other platforms. Our social media activity generates significant engagement with our guests and provides our most passionate fans an opportunity to share their enthusiasm with their followers. Portillo's has dedicated Field Marketing Managers for each market that supplement our engaging social media efforts. These managers are involved in local restaurant marketing and assist in the preparation of new openings including coordinating "sneak peek" visits and organizing visits from "The Beef Bus," our food truck, to create excitement and awareness, and donating meals to community members including first responders and coordinating events with local media. After opening, our operations and field marketing teams continue to support brand awareness and drive sales by developing local partnerships with sports teams, such as our vending partnership with the Tampa Bay Lightning and hosting local community events and fundraisers in our restaurants.
- **Enhance Our Off-Premises Guest Experience.** We have always been committed to providing our guests with our delicious food however and whenever they want it. We are currently testing a third drive-thru lane for guests who have digitally pre-paid for their orders to enhance speed of service and further increase our capacity during peak times. We are also developing geo-fencing capabilities to support our curbside pick-up operations and provide additional convenience for our guests who place orders through our mobile app and website. Additionally, we will continue to invest in targeted digital advertising to drive demand and direct orders through our app and website to further drive sales across all channels.



If my wedding doesn't have cheese fries from Portillo's, it's not happening. #Facts

**Leverage Our Infrastructure to Drive Profitability.** Our attractive business model generates strong operating margins and cash flow. We constantly focus on restaurant-level operations while ensuring that we do not sacrifice the quality and experience for which we are known. Our AUVs, which were higher in fiscal 2021 than other public fast casual restaurant concepts based on publicly available information, and strong operational focus give us the ability to manage variable costs and leverage our fixed costs. We believe we will continue to grow revenue and system-wide profitability by executing our growth strategy and leveraging the experience of existing Portillo's general managers to lead our new restaurants to drive successful and efficient new openings. Our investments to enhance our multichannel capabilities and drive a frictionless guest order experience are also expected to further leverage our fixed costs. We have made significant investments at the corporate level, which we believe we will leverage in the future, exclusive of the additional costs of operating as a public company.

## **Summary of Risk Factors**

Our business is subject to numerous risks described in the section titled “*Risk Factors*” elsewhere in this prospectus and in the section titled “*Part I. Item 1A. Risk Factors*” included in our Annual Report, which is incorporated by reference herein. These risks represent challenges to the successful implementation of our strategy and the growth of our business. Some of these risks are:

### ***Risks Related to this Offering and Ownership of Our Class A Common Stock***

- Future offerings of debt or equity securities by us may have a material adverse effect on the market price of our Class A common stock.
- If the ownership of our Class A common stock continues to be highly concentrated, it may prevent you and other minority stockholders from influencing significant corporate decisions and may result in conflicts of interest.
- As a controlled company, we will not be subject to all of the corporate governance rules of the Nasdaq.
- Our financial condition and results of operations have been and may continue to be adversely affected by the COVID-19 pandemic or future pandemics or disease outbreaks.
- We do not anticipate paying any dividends on our Class A common stock in the foreseeable future.

### ***Risks Related to Our Business, Industry and Growth Strategies***

- Our financial condition and results of operations have been and may continue to be adversely affected by the COVID-19 pandemic or future pandemics or disease outbreaks.
- We are vulnerable to changes in economic conditions, costs of food and consumer preferences.
- We may be unsuccessful in opening new restaurants or establishing new markets and our new restaurants may not perform as well as anticipated, may not be profitable or may close.
- Our plans to open new restaurants, and the ongoing need for capital expenditures at our existing restaurants, require us to spend capital.
- Our same-restaurant sales may be lower than we expect in future periods.
- Our marketing programs and any limited time or seasonal offerings may not be successful and could fail to meet expectations, and our new menu items, advertising campaigns, heavy reliance on social media and restaurant designs and remodels may not generate increased sales or profits.
- Incidents involving food-borne illness and food safety, including food tampering or contamination could adversely affect our brand perception, business, financial condition and results of operations.
- We face significant competition for guests, and our inability to compete effectively may affect our traffic, our sales and our operating profit margins, which could have a material adverse effect on our business, financial condition and results of operations.
- Our restaurant base is geographically concentrated in the Midwestern United States, and we could be negatively affected by conditions specific to that region.
- Damage to our reputation and negative publicity could have a material adverse effect on our business, financial condition and results of operations.
- The digital and delivery business, and expansion thereof, is uncertain and subject to risk.

- We have a limited number of suppliers and distributors for several of our frequently used ingredients. If our suppliers or distributors are unable to fulfill their obligations under our arrangements with them, we could encounter supply shortages and incur higher costs.
- Any prolonged disruption in the operations of our two commissaries could harm our business.
- We face potential liability with our gift cards under the property laws of some states.
- We depend on our executive officers and certain other key team members, the loss of whom could have a material adverse effect on our business, financial condition and results of operations.
- Our inability to identify qualified individuals for our workforce could slow our growth and adversely impact our ability to operate our restaurants.
- Failure to maintain our corporate culture as we grow could have a material adverse effect on our business.
- Matters relating to employment and labor law could have a material adverse effect, result in litigation or union activities, add significant costs and divert management attention.
- Labor shortages or increased labor costs could have a material adverse effect.
- We are exposed to risks associated with leasing property subject to long-term and non-cancelable leases and may be unable to renew leases at the end of their terms.
- Our business is subject to risks related to our sale of alcoholic beverages.
- An impairment in the carrying value of our goodwill, indefinite-lived intangible assets or long-lived assets could have a material adverse effect on our business.

***Risks Related to Our Indebtedness***

- Our level of indebtedness could have a material adverse effect on our business and limit our ability to plan for or respond to changes in our business.
- We may be unable to generate sufficient cash flow to satisfy our debt service obligations or experience a downgrade in our credit ratings, which would have a material adverse effect on our business.

***Risks Related to Our Organizational Structure***

- The interests of Berkshire may conflict with our interests or the interests of the holders of our Class A common stock in the future.
- Delaware law and our organizational documents, as well as our existing and future debt agreements, may impede or discourage a takeover, which could deprive our investors of the opportunity to receive a premium for their shares.
- We are a holding company and our principal asset is our ownership of LLC Units in Portillo's OpCo, and we are accordingly dependent upon distributions from Portillo's OpCo to pay dividends, if any, and taxes, make payments under the Tax Receivable Agreement and pay other expenses.
- In certain circumstances, Portillo's OpCo will be required to make distributions to us and the other holders of LLC Units, and the distributions that Portillo's OpCo will be required to make may be substantial.
- The Tax Receivable Agreement with the TRA Parties requires us to make cash payments to them in respect of certain tax benefits to which we may become entitled, and we expect that the payments we are required to make will be substantial.
- Our organizational structure, including the Tax Receivable Agreement, confers certain benefits upon the TRA Parties that will not benefit holders of our Class A common stock to the same extent that it will benefit the TRA Parties.



- In certain cases, payments under the Tax Receivable Agreement to the TRA Parties may be accelerated or significantly exceed any actual benefits we realize in respect of the tax attributes subject to the Tax Receivable Agreement may impair our ability to consummate change of control transactions or negatively impact the value received by owners of our Class A common stock.
- We will not be reimbursed for any payments made to the TRA Parties under the Tax Receivable Agreement in the event that any tax benefits are disallowed.
- If we were deemed to be an investment company under the Investment Company Act of 1940, as amended (the “1940 Act”), as a result of our ownership of Portillo’s OpCo, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.

***Risks Related to Intellectual Property, Information Technology, and Data Security***

- The failure to protect and maintain our intellectual property, including our trademarks, could have a material adverse effect.
- Security breaches, system interruptions or a material failure could negatively impact our business by causing disruption to our operations, a compromise of confidential guest information or team member information and could subject us to loss and harm our business.
- Failure to comply with existing or new federal and state laws and regulations relating to privacy, data protection, advertising and consumer protection could have a material adverse effect.
- Litigation with respect to intellectual property, if decided against us, may result in competing uses or require adoption of new, noninfringing intellectual property, which may in turn adversely affect sales and revenues.

***Risks Related to Legal and Regulatory Matters***

- We are subject to many federal, state and local laws with which compliance can be both costly and complex.
- We could be party to litigation that could distract management, increase our expenses or subject us to material monetary damages or other remedies.
- We can incur liabilities arising from environmental laws and compliance with environmental laws could increase our operating expenses.
- If we fail to maintain effective internal controls over financial reporting, our ability to produce timely and accurate financial information or comply with Section 404 of the Sarbanes-Oxley Act of 2002 could be impaired, which could have a material adverse effect.

***General Risks***

- Our management does not have experience managing a public company and our current resources may not be sufficient to fulfill our public company obligations.
- Fluctuations in our tax obligations and effective tax rate and realization of our deferred tax assets may result in volatility of our results of operations.
- If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.
- Our insurance may not provide adequate levels of coverage against claims.
- Changes in accounting principles applicable to us could have a material adverse effect.

- Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions that may be initiated by our stockholders, and designates the federal district courts of the United States as the sole and exclusive forum for claims arising under the Securities Act, which, in each case could limit our stockholders' ability to obtain a favorable judicial forum for certain disputes.
- As a public company, we incur significant costs to comply with the laws and regulations affecting public companies which could harm our business and results of operations.
- Our annual and quarterly results of operations may fluctuate, and if our operating and financial performance in any given period does not meet the guidance that we have provided to the public or the expectations of our investors and securities analysts, the trading price of our Class A common stock may decline.

For a discussion of these and other risks you should consider before making an investment in our Class A common stock, see the section entitled "*Risk Factors*."

## ORGANIZATIONAL STRUCTURE

We currently conduct our business through Portillo's OpCo and its subsidiaries. Portillo's Inc. is a holding company and its sole material asset is its ownership interest in Portillo's OpCo.

In connection with the Reorganization Transactions (as defined herein), the amended and restated limited liability company agreement of Portillo's OpCo was amended and restated to, among other things, convert all outstanding equity interests (except for those redeemable preferred units which were repaid in full in connection with the IPO (as defined herein)) into one class of non-voting common units (the "LLC Units").

On October 25, 2021, the Company closed its initial public offering of 23,310,810 shares of Class A common stock (the "IPO"). In connection with the IPO, we entered into the following series of transactions to implement an internal reorganization, which we collectively refer to as the "Reorganization Transactions."

- Our amended and restated certificate of incorporation authorizes the issuance of two classes of common stock: Class A common stock and Class B common stock (collectively, our "common stock"). Each share of common stock entitles its holder to one vote per share on all matters submitted to a vote of our stockholders. The Class B common stock is not entitled to economic interests in Portillo's Inc. See "*Description of Capital Stock*" elsewhere in this prospectus.
- Portillo's OpCo entered into the Amended LLC Agreement. Under the Amended LLC Agreement, holders of LLC Units (other than us and our wholly owned subsidiaries), including the Continuing Pre-IPO LLC Members, have the right to require Portillo's OpCo to redeem all or a portion of their LLC Units for newly issued shares of Class A common stock on a one-for-one basis in accordance with the terms of the Amended LLC Agreement. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement. Except for transfers to us or to certain permitted transferees pursuant to the Amended LLC Agreement, the LLC Units and corresponding shares of Class B common stock may not be sold, transferred or otherwise disposed of.
- Prior to the closing of the IPO, we acquired, directly and indirectly, LLC Units through the mergers (the "Mergers"), in which certain Blocker Companies each merged with a merger subsidiary created by us (and survived such merger as a wholly owned subsidiary of Portillo's Inc.), after which each Blocker Company immediately merged into Portillo's Inc. The shareholders of the Blocker Companies (the "Reorganization Parties"), including affiliates of Berkshire, collectively held 12,496,361 shares of Class A common stock of Portillo's Inc. upon completion of the IPO. The Reorganization Parties do not directly hold interests in Portillo's OpCo.

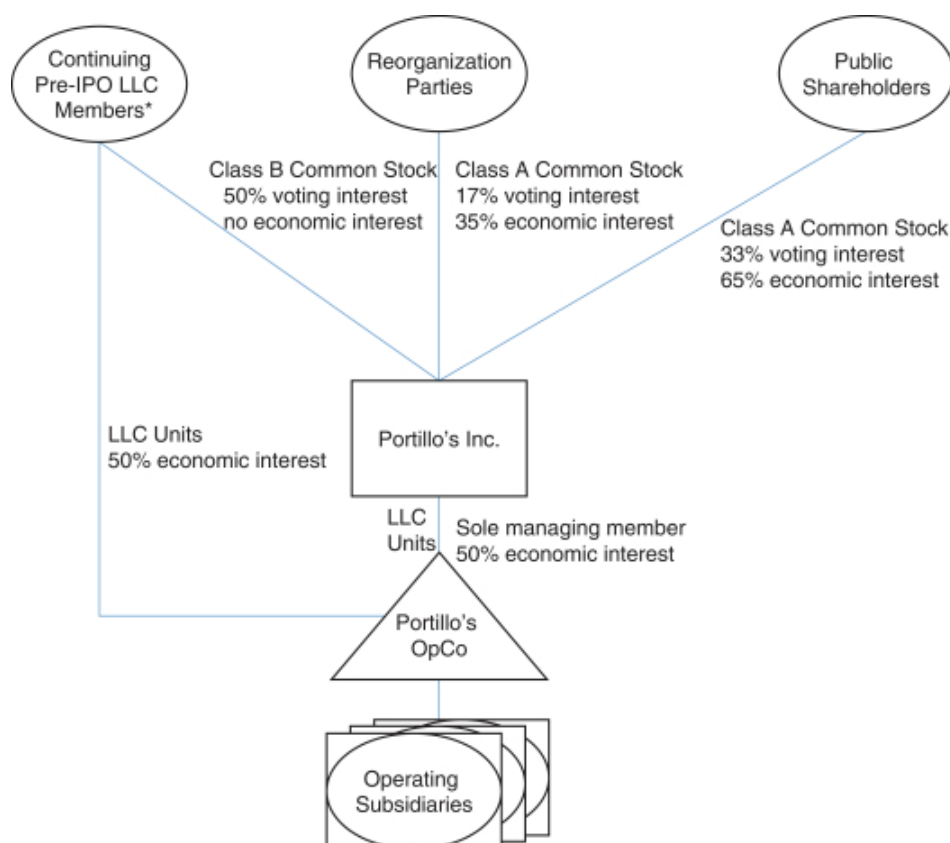
- Each Continuing Pre-IPO LLC Member was issued a number of shares of our Class B common stock in an amount equal to the number of LLC Units held by such Continuing Pre-IPO LLC Member.
- We used the net proceeds from the IPO to acquire newly issued LLC Units from Portillo's OpCo and used the additional net proceeds from the underwriters' exercise of their option to purchase additional shares of Class A common stock to purchase LLC Units from certain Continuing Pre-IPO LLC Members and/or to repurchase shares of Class A common stock from the Reorganization Parties, in each case, at a purchase price per LLC Unit or share of Class A common stock equal to the initial public offering price of Class A common stock, after deducting the underwriting discounts and commissions.
- We are party to a Tax Receivable Agreement that obligates us to make payments to the TRA Parties in the aggregate generally equal to 85% of the applicable cash savings that we actually realize, or in certain circumstances are deemed to realize, as a result of (i) our allocable share of existing tax basis in depreciable or amortizable assets relating to LLC Units acquired in the IPO, (ii) certain favorable tax attributes we acquired from the Blocker Companies in the Mergers, (iii) increases in our allocable share of then existing tax basis in depreciable or amortizable assets, and adjustments to the tax basis of the tangible and intangible assets, of Portillo's OpCo and its subsidiaries, as a result of (x) sales or exchanges of interests in Portillo's OpCo in connection with the IPO and (y) subsequent redemptions or exchanges of LLC Units by Continuing Pre-IPO LLC Members for cash or Class A common stock, including in connection with this offering, and (iv) certain other tax benefits related to entering into the Tax Receivable Agreement, including payments made under the Tax Receivable Agreement. We have the benefit of the remaining 15% of these tax savings. See "*Organizational Structure—Holding Company Structure and the Tax Receivable Agreement*" elsewhere in this prospectus.

In connection with this offering, we have entered into an agreement with the selling stockholders whereby we have agreed to use all of the net proceeds from this offering to purchase LLC Units from certain Continuing Pre-IPO LLC Members and to purchase shares of Class A common stock from the Reorganization Parties in a "synthetic secondary" transaction, at a price per LLC Unit or share of Class A common stock, as applicable, equal to the public offering price per share of Class A common stock in this offering, less the underwriting discounts and commissions and any withholding taxes.

Portillo's Inc. is the sole managing member of Portillo's OpCo. Because we manage and operate the business and control the strategic decisions and day-to-day operations of Portillo's OpCo and because we also have a substantial financial interest in Portillo's OpCo, we have consolidated the financial results of Portillo's OpCo, and a portion of our net income will be allocated to the noncontrolling interest to reflect the entitlement of the Continuing Pre-IPO LLC Members to a portion of Portillo's OpCo's net income. In addition, because Portillo's OpCo is under the common control of the Pre-IPO LLC Members before and after the Reorganization Transactions (both directly and indirectly through their ownership of the Company), we accounted for the Reorganization Transactions as a reorganization of entities under common control and initially measured the interests of the Continuing Pre-IPO LLC Members in the assets and liabilities of Portillo's OpCo at their carrying amounts as of the date of the completion of the consummation of the Reorganization Transactions.



The following diagram depicts our organizational structure immediately following the IPO. This chart is provided for illustrative purposes only and does not purport to represent all legal entities within our organizational structure.



\* Excludes shares of our Class A common stock underlying vested stock options granted to certain of our Continuing Pre-IPO LLC Members under the 2021 Plan.

Our corporate structure following the completion of the IPO, as described above, is commonly referred to as an umbrella partnership-C-corporation (or “Up-C”) structure, which is used by partnerships and limited liability companies when they undertake an initial public offering of their business. Our Up-C structure allows the Continuing Pre-IPO LLC Members to continue to realize tax benefits associated with owning interests in an entity that is treated as a partnership, or “pass-through” entity, for U.S. federal and applicable state and local income tax purposes following the IPO. One of these benefits is that taxable income of Portillo’s OpCo that is allocated to such owners will be taxed on a flow-through basis and, therefore, will generally not be subject to U.S. federal and applicable state and local income taxes at the entity level. Additionally, because the LLC Units that the Continuing Pre-IPO LLC Members hold are redeemable or exchangeable for newly issued shares of Class A common stock on a one-for-one basis in accordance with the terms of the Amended LLC Agreement, our “Up-C” structure also provides the Continuing Pre-IPO LLC Members with potential liquidity that holders of nonpublicly traded limited liability companies are not typically afforded. See “Organizational Structure” and “Description of Capital Stock” elsewhere in this prospectus.

We also hold LLC Units, and therefore receive the same benefits as the Continuing Pre-IPO LLC Members with respect to our ownership in an entity treated as a partnership, or “pass-through” entity, for U.S. federal and applicable state and local income tax purposes. The acquisition of LLC Units pursuant to the IPO (including the repayment of the redeemable preferred units), the Mergers and future taxable redemptions or exchanges by the Continuing Pre-IPO LLC Members for shares of our Class A common stock or cash are expected to result in favorable tax attributes that will be allocated to us. These tax attributes would not be available to us in the absence of those transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future. In connection with the Reorganization Transactions, we entered into a Tax Receivable Agreement that obligates us to make payments to the TRA Parties in the aggregate generally equal to 85% of the applicable cash savings that we actually realize, or in certain circumstances are deemed to realize, as a result of these tax attributes and tax attributes resulting from certain payments made under the Tax Receivable Agreement. We retain the benefit of the remaining 15% of these tax savings. See “*Organizational Structure—Holding Company Structure and the Tax Receivable Agreement*” elsewhere in this prospectus.

Under the Amended LLC Agreement, we receive a pro rata share of any distributions, including tax distributions, made by Portillo’s OpCo to its members. Such tax distributions will be calculated based upon an assumed tax rate, which, under certain circumstances, may cause Portillo’s OpCo to make tax distributions that, in the aggregate, exceed the amount of taxes that Portillo’s OpCo would have paid if it were a similarly situated corporate taxpayer. Funds used by Portillo’s OpCo to satisfy its tax distribution obligations will not be available for reinvestment in our business. See the section entitled “*Part I. Item 1A. Risk Factors—Risks Related to Our Organizational Structure*” in our Annual Report.

Upon completion of this offering and the application of the Company’s net proceeds from this offering:

- Portillo’s Inc., as the managing member of Portillo’s OpCo, will hold 42,111,955 LLC Units, constituting approximately 58.6% of the outstanding economic interests in Portillo’s OpCo (or 42,995,996 LLC Units, constituting approximately 59.8% of the outstanding economic interests in Portillo’s OpCo if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
- The Continuing Pre-IPO LLC Members will collectively hold (i) 29,779,721 LLC Units (or 28,895,680 LLC Units if the underwriters exercise their option to purchase additional shares of Class A common stock in full), which represents approximately 41.4% of the LLC Units of Portillo’s OpCo (or approximately 40.2% if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) through their ownership of 29,779,721 shares of Class B common stock (or 28,895,680 shares of Class B common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full) approximately 41.4% of the voting power of our common stock (or approximately 40.2% if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
- The Reorganization Parties will collectively hold (i) 10,389,961 shares of our Class A common stock, representing approximately 14.5% of the combined voting power of our common stock (or 10,074,002 shares and 14.0%, respectively, if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) through our ownership of LLC Units, indirectly will hold approximately 14.5% of the economic interest in Portillo’s OpCo (or approximately 14.0% if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
- The holders of our Class A common stock other than the Reorganization Parties will collectively hold (i) 31,721,994 shares of our Class A common stock, representing approximately 44.1% of the combined voting power of our common stock (or 32,921,994 shares and 45.8%, respectively, if the underwriters exercise their option to purchase additional shares of Class A common stock in

full) and (ii) through our ownership of LLC Units, indirectly will hold approximately 44.1% of the economic interest in Portillo's OpCo (or approximately 45.8% if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

See "*Organizational Structure*" and "*Description of Capital Stock*" elsewhere in this prospectus for more information on the rights associated with our common stock and the LLC Units.

### **Our Sponsor**

Berkshire Partners has invested more than \$16 billion in over 145 private equity investments and as of December 31, 2021, had \$23.8 billion in assets under management within Berkshire Private Equity. Berkshire's current private equity portfolio comprises investments across five sectors — business services & technology, consumer, communications, healthcare, and industrials. The Berkshire Partners team includes more than 65 investment professionals across North America.

In August 2014, we entered into a merger transaction through which we were acquired by funds affiliated with or managed by Berkshire (the "Berkshire Acquisition").

Following the closing of this offering, funds managed by Berkshire are expected to own (i) approximately 52.7% of the combined voting power of our common stock (or approximately 51.1% of the combined voting power of our common stock, if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) approximately 52.7% of the economic interest in Portillo's OpCo (or approximately 51.1% of the economic interest in Portillo's OpCo, if the underwriters' option to purchase additional shares is fully exercised). In addition, following the closing of this offering, funds managed by Berkshire are expected to own approximately 38.4% of the LLC Units, or 37.2% if the underwriters' option to purchase additional shares is fully exercised. As a result, Berkshire will be able to exercise significant voting influence over fundamental and significant corporate matters and transactions. See "*Part I. Item 1A. Risk Factors—Risks Relating to This Offering and Ownership of Our Common Stock*" in our Annual Report and "*Principal Stockholders*" elsewhere in this prospectus.

### **Corporate Information**

Portillo's Inc. was incorporated in Delaware on June 8, 2021. Our principal executive offices are located at 2001 Spring Road, Suite 400, Oak Brook, IL 60523, and our telephone number is (630) 954-3773. Our corporate website address is [www.portillos.com](http://www.portillos.com). Our corporate website and the information contained on, or that can be accessed through, the website is not deemed to be incorporated by reference in, and is not considered part of, this prospectus. You should not rely on any such information in making your decision whether to purchase our Class A common stock.

### **Implications of Being an Emerging Growth Company**

As a company with less than \$1.07 billion in gross revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act (the "JOBS Act"). An emerging growth company may take advantage of specified reduced reporting and other regulatory requirements for up to five years that are otherwise applicable generally to public companies. These provisions include, among other matters:

- requirement to present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations;
- exemption from the auditor attestation requirement on the effectiveness of our system of internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act");

- exemption from the adoption of new or revised financial accounting standards until they would apply to private companies;
- exemption from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer;
- an exemption from the requirement to seek non-binding advisory votes on executive compensation and golden parachute arrangements; and
- reduced disclosure about executive compensation arrangements.

We will remain an emerging growth company until the last day of the fiscal year following the fifth anniversary of the completion of our initial public offering unless, prior to that time, we have more than \$1.07 billion in annual gross revenue, have a market value for our common stock held by non-affiliates of more than \$700 million as of the last day of our second fiscal quarter of the fiscal year and a determination is made that we are deemed to be a "large accelerated filer," as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or issue more than \$1.0 billion of non-convertible debt over a three-year period, whether or not issued in a registered offering. We have availed ourselves of the reduced reporting obligations with respect to audited financial statements and related Management's Discussion and Analysis of Financial Condition and Results of Operations and executive compensation disclosure in this prospectus and expect to continue to avail ourselves of the reduced reporting obligations available to emerging growth companies in future filings.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended (the "Securities Act") for complying with new or revised accounting standards. An emerging growth company can, therefore, delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. As an emerging growth company, we elected to take advantage of the extended transition period provided in Section 13(a) of the Exchange Act, for complying with new or revised accounting standards.

As a result of our decision to avail ourselves of certain provisions of the JOBS Act, the information that we provide may be different than what you may receive from other public companies in which you hold an equity interest. In addition, it is possible that some investors will find our Class A common stock less attractive as a result of our elections, which may cause a less active trading market for our Class A common stock and more volatility in our stock price.



**THE OFFERING**

Issuer	Portillo's Inc.
Class A common stock offered by us	8,000,000 shares of Class A common stock (9,200,000 shares if the underwriters exercise their option to purchase additional shares in full).
Option to purchase additional shares of Class A common stock	The underwriters have an option to purchase an additional 1,200,000 shares of Class A common stock from us to cover over-allotments. The underwriters can exercise this option at any time within 30 days from the date of this prospectus.
Class A common stock to be outstanding after this offering	42,111,955 shares of Class A common stock, representing approximately 58.6% of the combined voting power of our common stock (42,995,996 shares, representing approximately 59.8% of the combined voting power of our common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
Class B common stock to be outstanding after this offering	29,779,721 shares of Class B common stock, representing approximately 41.4% of the combined voting power of our common stock (28,895,680 shares, representing approximately 40.2% of the combined voting power of our common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
LLC Units to be held by us after this offering	42,111,955 LLC Units, representing an approximately 58.6% economic interest in Portillo's OpCo (or 42,995,996 LLC Units, representing an approximately 59.8% economic interest in Portillo's OpCo, if the underwriters exercise their option to purchase additional shares of Class A common stock in full). The LLC Units are not entitled to voting interests in Portillo's OpCo.
Total LLC Units to be outstanding after this offering	71,891,676 LLC Units (or 71,891,676 LLC Units if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
Ratio of shares of Class A Common stock to LLC Units	Our amended and restated certificate of incorporation requires that we maintain at all times a one-to-one ratio between the number of shares of Class A common stock issued by us and the number of LLC Units owned by us.

## [Table of Contents](#)

Ratio of shares of Class B Common stock to LLC Units	Our amended and restated certificate of incorporation requires that we maintain at all times a one-to-one ratio between the number of shares of Class B common stock issued by us and the number of LLC Units owned by holders of LLC Units (other than us and our wholly owned subsidiaries).
Permitted holders of shares of Class B common stock	Except for transfers in connection with the transfer of LLC Units, shares of Class B common stock may not be transferred.
Redemption rights of holders of LLC Units	Under the Amended LLC Agreement, holders of LLC Units (other than us and our wholly owned subsidiaries), including the Continuing Pre-IPO LLC Members, have the right to require Portillo's OpCo to redeem all or a portion of their LLC Units for newly issued shares of Class A common stock on a one-for-one basis in accordance with the terms of the Amended LLC Agreement. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement.
Use of proceeds	<p>We estimate that the net proceeds from the sale of our Class A common stock in this offering, after deducting the estimated underwriting discount and estimated offering expenses payable by us, will be approximately \$198.0 million (assuming the underwriters do not exercise their option to purchase additional shares) based on an assumed public offering price of \$25.79 per share, the last reported share price of our Class A common stock on Nasdaq on August 4, 2022.</p> <p>We intend to use all of the net proceeds from this offering to purchase LLC Units or shares of Class A common, as applicable, of the selling stockholders in a "synthetic secondary" transaction, at a price per LLC Unit or share of Class A common stock, as applicable, equal to the public offering price per share of Class A common stock in this offering, less the underwriting discounts and commissions. As a result, Portillo's OpCo will not receive any proceeds from this offering. See "<i>Use of Proceeds</i>" elsewhere in this prospectus.</p>
Dividend policy	We do not anticipate paying any dividends on our Class A common stock for the foreseeable future; however, we may change this policy in the future. See " <i>Dividend Policy</i> " elsewhere in this prospectus.
Voting Rights	<p>Each share of our Class A common stock and Class B common stock entitles its holder to one vote on all matters to be voted on by stockholders generally.</p> <p>Holders of outstanding shares of our Class A common stock and Class B common stock vote as a single class on all matters on which</p>

stockholders are entitled to vote generally, except as otherwise required by law. See “*Description of Capital Stock—Common Stock*” elsewhere in this prospectus.

Risk Factors

Investing in our Class A common stock involves a high degree of risk. See the “*Risk Factors*” section of this prospectus beginning on page 30, as well as the risk factors included in “*Part I. Item 1A. Risk Factors*” in our Annual Report for a discussion of factors you should carefully consider before investing in our Class A common stock.

Listing

Our Class A common stock is listed on the Nasdaq under the symbol “PTLO.”

Except as otherwise indicated, the number of shares of our Class A common stock outstanding after this offering:

- gives effect to the 7.4-to-1 reverse common unit split effected on October 20, 2021 in connection with the Reorganization Transactions;
- excludes 35,673,321 shares of Class A common stock reserved for issuance upon redemption or exchange of LLC Units held by the Continuing Pre-IPO LLC Members prior to this offering on a one-for-one basis;
- gives effect to the conversion of vested and unvested stock options awarded under our 2014 Equity Incentive Plan (the “2014 Plan”) into options on Class A common stock under the 2021 Plan (as defined herein) and excludes 6,426,041 shares of Class A common stock underlying such options;
- excludes an aggregate of approximately 7,148,049 shares of our Class A common stock that will be available for future equity awards under the 2021 equity incentive plan (the “2021 Plan”) that we adopted at the time of the IPO;
- excludes 2,665,579 shares of our Class A common stock underlying restricted stock units or issuable upon the exercise of stock options with an exercise price of \$20.00, in each case, that we granted under the 2021 Plan; and
- assumes no exercise of the underwriters’ option to purchase additional shares of Class A common stock.

Unless otherwise indicated or the context otherwise requires, references in this prospectus to the exercise of the underwriters’ option to purchase additional shares of Class A common stock give effect to the use of the net proceeds therefrom.

## SUMMARY HISTORICAL AND PRO FORMA CONSOLIDATED FINANCIAL AND OTHER DATA

The following tables present the summary historical consolidated financial and other data for Portillo's Inc. and its subsidiaries and the summary pro forma consolidated financial and other data for Portillo's Inc. PHD Group Holdings LLC is the predecessor of the issuer, Portillo's Inc., for financial reporting purposes. The statements of operations data for the years ended December 26, 2021, December 27, 2020 and December 29, 2019 and balance sheet data as of December 26, 2021 has been derived from Portillo's Inc.'s audited consolidated financial statements and the related notes thereto incorporated by reference from our Annual Report. The summary historical consolidated financial information as of June 26, 2022 and for the two quarters ended June 26, 2022 and June 27, 2021 have been derived from the unaudited condensed consolidated financial statements and the related notes thereto incorporated by reference from the 2022 Q2 Quarterly Report. The unaudited condensed consolidated financial statements have been prepared on a basis consistent with our audited financial statements and, in our opinion, contain all adjustments, consisting of only normal recurring adjustments, necessary for fair presentation of such financial data. Results for any interim period are not necessarily indicative of the results that may be expected for the full fiscal year or any future period.

Portillo's Inc. was formed as a Delaware corporation on June 8, 2021 and prior to the IPO did not conduct any activities other than those incident to its formation, those in preparation for the Reorganization Transactions and preparation of the IPO. The summary historical financial and other data of Portillo's Inc. has not been presented because Portillo's Inc. was a newly incorporated entity, had no business transactions or activities, assets or liabilities during the periods presented. Immediately following the IPO, Portillo's Inc. became a holding company with its sole material asset being a controlling equity interest in Portillo's OpCo. Portillo's Inc., through Portillo's OpCo, operates and conducts our business. Portillo's OpCo is considered our predecessor for accounting purposes and its consolidated financial statements are our historical financial statements.

The summary unaudited pro forma combined and consolidated financial data of Portillo's Inc. presented below have been derived from our unaudited pro forma combined and consolidated financial statements included elsewhere in this prospectus. The unaudited pro forma consolidated statement of operations for the year ended December 26, 2021 gives effect to the pro forma adjustments related to the IPO and the Reorganization Transactions and this offering and the use of net proceeds therefrom as if all such transactions had been completed as of December 28, 2020. The unaudited pro forma consolidated statement of operations for the two quarters ended June 26, 2022 presents our consolidated results of income to give pro forma effect to this offering and use of net proceeds therefrom, as if all such transactions had been completed as of December 27, 2021. The summary unaudited pro forma consolidated balance sheet data as of June 26, 2022 gives effect to this offering and the use of the net proceeds therefrom, each as if they had occurred on June 26, 2022. The summary unaudited combined and consolidated pro forma financial data is presented for illustrative purposes only and is not necessarily indicative of the results of operations or financial position that would have occurred if the relevant transactions had been consummated on the dates indicated, nor is it indicative of future operating results or financial position. See "*Unaudited Pro Forma Consolidated Financial Information*" and "*Organizational Structure*" elsewhere in this prospectus.

Our historical results are not necessarily indicative of future results of operations. You should read the information set forth below together with "*Organizational Structure*," "*Unaudited Pro Forma Consolidated Financial Information*," "*Capitalization*" elsewhere in this prospectus as well as the audited consolidated financial statements and the related notes thereto included in our Annual Report and the unaudited condensed consolidated financial statements and the related notes thereto included in the 2022 Q2 Quarterly Report.



[Table of Contents](#)

	Fiscal Years Ended			Two Quarters Ended		Portillo's Inc. Pro Forma	
	Portillo's Inc. December 26, 2021	Portillo's OpCo December 27, 2020	Portillo's OpCo December 29, 2019	Portillo's Inc. June 26, 2022	Portillo's OpCo June 27, 2021	December 26, 2021	June 26, 2022
<b>Consolidated Statement of Operations and Comprehensive Loss:</b>							
REVENUES, NET	\$ 534,952	\$ 455,471	\$ 479,417	\$ 285,105	\$ 258,041	\$ 534,952	\$ 285,105
<b>COST AND EXPENSES:</b>							
Restaurant operating expenses:							
Cost of goods sold, excluding depreciation and amortization	166,764	142,446	149,063	98,040	77,180	166,764	98,040
Labor	138,788	115,991	134,206	75,219	65,512	140,136	75,219
Occupancy	28,060	24,920	24,538	15,134	13,890	28,060	15,134
Other operating expenses	59,258	50,169	54,540	30,343	28,633	59,258	30,343
Total restaurant operating expenses	392,870	333,526	362,347	218,736	185,215	394,218	218,736
General and administrative expenses	87,089	39,854	43,118	31,126	24,005	93,039	31,126
Pre-opening expenses	3,565	2,209	2,834	979	1,960	3,565	979
Depreciation and amortization	23,312	24,584	24,364	10,514	12,709	23,312	10,514
Net income attributable to equity method investment	(797)	(459)	(766)	(398)	(359)	(797)	(398)
Other income, net	(1,099)	(1,537)	(1,402)	(105)	(803)	(1,099)	(105)
OPERATING INCOME	30,012	57,294	48,922	24,253	35,314	22,714	24,253
Interest expense	39,694	45,031	43,367	12,196	21,441	24,610	12,196
Loss on debt extinguishment	7,265	—	—	—	—	7,265	—
Tax Receivable Agreement liability adjustment	—	—	—	(1,754)	—	—	(1,754)
(LOSS) INCOME BEFORE INCOME TAXES	(16,947)	12,263	5,555	13,811	13,873	(9,161)	13,811
Income tax (benefit) expense	(3,531)	—	—	2,505	—	1,219	2,933
NET (LOSS) INCOME	(13,416)	12,263	5,555	11,306	13,873	(10,380)	10,878
Less: Redeemable preferred units accretion	(21,176)	(20,524)	(18,424)	—	(11,092)	—	—
NET INCOME (LOSS) ATTRIBUTABLE TO COMMON HOLDERS	(34,592)	(8,261)	(12,869)	11,306	2,781	(10,380)	10,878
Net income (loss) attributable to non-controlling interests	(19,408)	—	—	6,001	—	(3,793)	4,990
NET INCOME (LOSS) ATTRIBUTABLE TO PORTILLO'S INC.	\$ (15,184)	\$ (8,261)	\$ (12,869)	\$ 5,305	\$ 2,781	\$ (6,587)	\$ 5,888
<b>Income (loss) per common share attributable to Portillo's Inc.:</b>							
Basic	\$ (0.42)	\$ (0.16)	\$ (0.25)	\$ 0.15	\$ 0.05	\$ (0.16)	\$ 0.14
Diluted	\$ (0.42)	\$ (0.16)	\$ (0.25)	\$ 0.13	\$ 0.05	\$ (0.16)	\$ 0.13
<b>Weighted-average common shares outstanding:</b>							
Basic	35,807,171	51,189,017	51,175,785	35,899,125	51,196,539	41,700,771	42,111,955
Diluted	35,807,171	51,189,017	51,175,785	39,839,292	51,563,292	41,700,771	46,052,122

[Table of Contents](#)

	Fiscal Years Ended			Two Quarters Ended	
	Portillo's Inc. December 26, 2021	Portillo's OpCo December 27, 2020	Portillo's OpCo December 29, 2019	Portillo's Inc. June 26, 2022	Portillo's OpCo June 27, 2021
	(in thousands)				
Net cash provided by operating activities	\$ 42,874	\$ 58,271	\$ 43,325	\$ 25,359	\$ 32,817
Net cash used in investing activities	(36,260)	(21,420)	(22,012)	(13,910)	(18,545)
Net cash used in financing activities	(8,783)	(18,048)	(11,721)	(982)	(1,312)
Net (decrease) increase in cash and cash equivalents and restricted cash	(2,169)	18,803	9,592	10,467	12,960
Cash and cash equivalents and restricted cash at beginning of period	41,432	22,629	13,037	39,263	41,432
Cash and cash equivalents and restricted cash at end of period	\$ 39,263	\$ 41,432	\$ 22,629	\$ 49,730	\$ 54,392

	Fiscal Years Ended			Two Quarters Ended	
	Portillo's Inc. December 26, 2021	Portillo's OpCo December 27, 2020	Portillo's OpCo December 29, 2019	Portillo's Inc. June 26, 2022	Portillo's OpCo June 27, 2021
<b>Other Data:</b>					
Total Restaurants(a)	69	64	62	71	67
Change in same-restaurant sales(b)	10.5%	(7.7)%	3.3%	4.8%	12.7%
AUV (in millions)(a)	8.2	7.7	8.7	8.3	7.9
Adjusted EBITDA (in thousands)(c)	\$ 98,497	\$ 87,804	\$ 79,495	\$ 45,244	\$ 51,073
Adjusted EBITDA Margin(c)	18.4%	19.3%	16.6%	15.9%	19.8%
Restaurant-Level Adjusted EBITDA (in thousands)(c)	\$ 142,082	\$ 121,945	\$ 117,070	\$ 66,369	\$ 72,826
Restaurant-Level Adjusted EBITDA Margin(c)	26.6%	26.8%	24.4%	23.3%	28.2%

	Portillo's Inc. As of December 26, 2021	Portillo's Inc. As of June 26, 2022	Portillo's Inc. Pro Forma June 26, 2022
	Actual	Actual	
<b>Consolidated Balance Sheet Data:</b>			
Cash and cash equivalents and restricted cash	\$ 39,263	\$ 49,730	\$ 48,630
Total assets	999,573	1,007,894	1,054,954
Total debt(e)	319,153	318,734	318,734
Total liabilities	576,167	564,082	618,673
Working capital(f)	(7,921)	15,803	14,703
Total stockholders' equity	423,406	443,812	436,281

(a) Includes a restaurant that is owned by C&O of which Portillo's owns 50% of the equity, as described in Note 7 – Equity Method Investment in the notes to the audited consolidated financial statements contained in our Annual Report. AUVs for the quarters ended June 26, 2022 and June 27, 2021 represent AUVs for the twelve months ended June 26, 2022 and June 27, 2021, respectively.

- (b) Excludes a restaurant that is owned by C&O of which Portillo's owns 50% of the equity, as described in Note 7 – Equity Method Investment in the notes to the audited consolidated financial statements contained in our Annual Report.
- (c) Adjusted EBITDA and Adjusted EBITDA Margin as presented in this prospectus are supplemental measures of our performance that are neither required by, nor presented in accordance with GAAP. Adjusted EBITDA and Adjusted EBITDA Margin are not measurements of our financial performance under GAAP and should not be considered as an alternative to net income (loss), operating income, or any other performance measures derived in accordance with GAAP, or as alternatives to cash flow from operating activities as a measure of our liquidity. Adjusted EBITDA represents net income (loss) before depreciation and amortization, interest expense and income taxes, adjusted for the impact of certain non-cash and other items that we do not consider in our evaluation of ongoing core operating performance as identified in the reconciliation of net income (loss), the most directly comparable measure under GAAP, to Adjusted EBITDA. Adjusted EBITDA Margin represents Adjusted EBITDA as a percentage of total revenues.

Management uses Adjusted EBITDA and Adjusted EBITDA Margin (i) to evaluate our operating results and the effectiveness of our business strategies, (ii) internally as benchmarks to compare our performance to that of our competitors and (iii) as factors in evaluating management's performance when determining incentive compensation. The use of Adjusted EBITDA and Adjusted EBITDA Margin as performance measures permit a comparative assessment of our operating performance relative to our performance based on our GAAP results, while isolating the effects of some items that are either non-recurring in nature or vary from period to period without any correlation to our ongoing core operating performance.

Adjusted EBITDA and Adjusted EBITDA Margin or similar non-GAAP measures are frequently used by securities analysts, investors and other interested parties as supplemental measures of financial performance within our industry. Management believes that Adjusted EBITDA and Adjusted EBITDA Margin provide investors with additional transparency of our operations.

Our presentation of Adjusted EBITDA and Adjusted EBITDA Margin should not be construed to imply that our future results will be unaffected by these items that are excluded. Adjusted EBITDA and Adjusted EBITDA Margin are supplemental measures of operating performance and our calculations thereof may not be comparable to similar measures reported by other companies. Adjusted EBITDA and Adjusted EBITDA Margin have important limitations as analytical tools, and you should not consider them in isolation or as substitutes for analysis of our results as reported under GAAP. Some of these limitations are:

- Adjusted EBITDA and Adjusted EBITDA Margin do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- Adjusted EBITDA and Adjusted EBITDA Margin do not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA and Adjusted EBITDA Margin do not adjust for all non-cash income or expense items that are reflected in our consolidated statement of cash flows;
- although depreciation is a non-cash charge, the assets being depreciated will often have to be replaced in the future, Adjusted EBITDA and Adjusted EBITDA Margin do not reflect any cash requirements for such replacements;
- Adjusted EBITDA and Adjusted EBITDA Margin do not reflect the impact of unit-based compensation on our results of operations;
- Adjusted EBITDA and Adjusted EBITDA Margin do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments on our debt;
- Adjusted EBITDA and Adjusted EBITDA Margin do not reflect our income tax expense (benefit) or the cash requirements to pay our income taxes; and

- other companies in our industry may calculate Adjusted EBITDA and Adjusted EBITDA Margin differently than we do, limiting their usefulness as comparative measures.

In evaluating Adjusted EBITDA and Adjusted EBITDA Margin, you should be aware that in the future we may incur expenses similar to those adjusted for in the reconciliation of net income (loss), the most directly comparable GAAP measure to Adjusted EBITDA. We compensate for these limitations by providing specific information regarding the GAAP amounts excluded from such non-GAAP financial measures. We further compensate for the limitations in our use of non-GAAP financial measures by presenting comparable GAAP measures more prominently.

See below for a reconciliation of net income, the most directly comparable GAAP measure, to EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin:

	Portillo's OpCo Fiscal Years Ended			Portillo's OpCo Two Quarters Ended	
	December 26, 2021	December 27, 2020	December 29, 2019	June 26, 2022	June 27, 2021
<b>Net (loss) income</b>	\$ (13,416)	\$ 12,263	\$ 5,555	\$ 11,306	\$ 13,873
Depreciation and amortization	23,312	24,584	24,364	10,514	12,709
Interest expense	39,694	45,031	43,367	12,196	21,441
Loss on debt extinguishment	7,265	—	—	—	—
Income tax expense (benefit)	(3,531)	—	—	2,505	—
<b>EBITDA</b>	53,324	81,878	73,286	36,521	48,023
Deferred rent(1)	3,161	2,771	2,405	1,946	1,594
Equity-based compensation	30,708	960	1,286	7,649	273
Option holder payment and consulting fees(2)	7,744	2,000	2,000	—	1,000
Other income(3)	292	130	304	125	132
Transaction-related fees & expenses(4)	3,268	65	214	757	51
Tax Receivable Agreement liability adjustment(5)	—	—	—	(1,754)	—
<b>Adjusted EBITDA</b>	<u>\$ 98,497</u>	<u>\$ 87,804</u>	<u>\$ 79,495</u>	<u>\$ 45,244</u>	<u>\$ 51,073</u>
<b>Adjusted EBITDA Margin</b>	18.4%	19.3%	16.6%	15.9%	19.8%

- (1) Represents the difference between cash rent payments and the recognition of straight-line rent expense recognized over the lease term.
- (2) Represents consulting fees related to our former owner.
- (3) Represents loss on disposal of property and equipment.
- (4) Represents the exclusion of certain expenses that management believes are not indicative of ongoing operations, consisting primarily of certain professional fees.
- (5) Represents remeasurement of the Tax Receivable Agreement.

- (d) Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin are non-GAAP supplemental measures of operating performance of our restaurants that are neither required by, nor presented in accordance with GAAP, and should not be considered as a substitute for analysis of our results as reported under GAAP. Restaurant-Level Adjusted EBITDA represents revenue, less restaurant operating expenses, which include cost of goods sold, excluding depreciation and amortization, labor expenses, occupancy expenses, and other operating expenses. Restaurant-Level Adjusted EBITDA excludes corporate level expenses, pre-opening expenses and depreciation and amortization on restaurant property and equipment. Restaurant-Level Adjusted EBITDA Margin represents Restaurant-Level Adjusted EBITDA as a percentage of revenue.



Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin are important measures we use to evaluate the performance and profitability of our restaurants, individually and in the aggregate. Additionally, Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin or similar non-GAAP financial measures are frequently used by analysts, investors and other interested parties to evaluate companies in our industry. We believe that Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin, when used in conjunction with GAAP financial measures, provide useful information about our operating results, identify operational trends, and allow for greater transparency with respect to key metrics used by us in our financial and operational decision making. We use Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin to make decisions regarding future spending and other operational decisions. However, you should be aware that Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin are financial measures, which are not indicative of overall results for the Company, and Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin do not accrue directly to the benefit of stockholders because of corporate-level expenses excluded from such measures. In addition, our calculations of Restaurant-Level Adjusted EBITDA and Restaurant-Level Adjusted EBITDA Margin thereof may not be comparable to similar measures reported by other companies, have limitations as analytical tools and should not be considered as a substitute for analysis of our results as reported under GAAP.

See below for a reconciliation of operating income, the most directly comparable GAAP measure, to Restaurant-Level Adjusted EBITDA.

	Portillo's OpCo Fiscal Years Ended			Portillo's OpCo Two Quarters Ended	
	December 26, 2021	December 27, 2020	December 29, 2019	June 26, 2022	June 27, 2021
<b>Operating income</b>	\$ 30,012	\$ 57,294	\$ 48,922	\$24,253	\$35,314
Plus:					
General and administrative expenses	87,089	39,854	43,118	31,126	24,005
Pre-opening expenses	3,565	2,209	2,834	979	1,960
Depreciation and amortization	23,312	24,584	24,364	10,514	12,709
Net income attributable to equity method investment	(797)	(459)	(766)	(398)	(359)
Other income, net	(1,099)	(1,537)	(1,402)	(105)	(803)
<b>Restaurant-Level Adjusted EBITDA</b>	<u>\$ 142,082</u>	<u>\$ 121,945</u>	<u>\$ 117,070</u>	<u>\$66,369</u>	<u>\$72,826</u>
<b>Restaurant-Level Adjusted EBITDA Margin</b>	26.6%	26.8%	24.4%	23.3%	28.2%

(e) Total debt includes unamortized debt discount and deferred issuance costs.

(f) Working capital means current assets less current liabilities.

## RISK FACTORS

*An investment in our Class A common stock involves a high degree of risk. You should carefully consider each of the following risk factors, together with the other information contained in this prospectus and the information incorporated by reference in this prospectus, including the risk factors included in “Part I. Item 1A. Risk Factors” in our Annual Report and other reports we file with the SEC, our audited consolidated financial statements and related notes and our unaudited condensed consolidated financial statements and related notes, before investing in our Class A common stock. The occurrence of any of the following risks could materially and adversely affect our business, prospects, financial condition, results of operations and cash flow, in which case the trading price of our Class A common stock could decline and you could lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business, prospects, financial condition, results of operations and cash flow. See “Cautionary Note Regarding Forward-Looking Statements.”*

### **Risks Related to this Offering and Ownership of Our Class A Common Stock**

***Future offerings of debt or equity securities by us may have a material adverse effect on the market price of our Class A common stock.***

In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional shares of our Class A common stock or by offering debt or other equity securities, including senior or subordinated notes, debt securities convertible into equity or shares of preferred stock.

Any future debt financing could involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which might make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. Moreover, if we issue debt securities, the debt holders would have rights to make claims on our assets senior to the rights of our holders of our Class A common stock. The issuance of additional shares of our Class A common stock or other equity securities or securities convertible into equity may dilute the economic and voting rights of our existing stockholders or reduce the market price of our Class A common stock or both. Debt securities convertible into equity could be subject to adjustments in the conversion ratio pursuant to which certain events may increase the number of equity securities issuable upon conversion. Preferred shares, if issued, could have a preference with respect to liquidating distributions or a preference with respect to dividend payments that could limit our ability to pay dividends to the holders of our Class A common stock. Our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, which may have a material adverse effect on the amount, timing, or nature of our future offerings. Thus, holders of our Class A common stock bear the risk that our future offerings may reduce the market price of our Class A common stock and dilute their stockholdings in us.

***If the ownership of our Class A common stock continues to be highly concentrated, it may prevent you and other minority stockholders from influencing significant corporate decisions and may result in conflicts of interest.***

Following the closing of this offering, funds managed by Berkshire are expected to own (i) approximately 52.7% of the combined voting power of our common stock (or approximately 51.1% of the combined voting power of our common stock, if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) approximately 52.7% of the economic interest in Portillo’s OpCo (or approximately 51.1% of the economic interest in Portillo’s OpCo, if the underwriters’ option to purchase additional shares is fully exercised). As a result, Berkshire will indirectly beneficially own shares sufficient for majority votes over all matters requiring stockholder votes, including: the election of directors; mergers, consolidations and acquisitions; the sale of all or substantially all of our assets and other decisions affecting our capital structure; amendments to our certificate of incorporation or our bylaws; and our winding up and dissolution.

## [Table of Contents](#)

This concentration of ownership may delay, deter or prevent acts that would be favored by our other stockholders. The interests of Berkshire may not always coincide with our interests or the interests of our other stockholders. This concentration of ownership may also have the effect of delaying, preventing or deterring a change in control of us. Also, Berkshire may seek to cause us to take courses of action that, in its judgment, could enhance its investment in us, but which might involve risks to our other stockholders or adversely affect us or our other stockholders, including investors in this offering. As a result, the market price of our Class A common stock could decline or stockholders might not receive a premium over the then-current market price of our Class A common stock upon a change in control. In addition, this concentration of share ownership may adversely affect the trading price of our Class A common stock because investors may perceive disadvantages in owning shares in a company with significant stockholders. See “*Principal Stockholders*” and “*Description of Capital Stock—Anti-takeover Provisions*” elsewhere in this prospectus.

***As a controlled company, we will not be subject to all of the corporate governance rules of the Nasdaq.***

We currently qualify as a “controlled company” under the rules of the Nasdaq. Controlled companies are exempt from the Nasdaq corporate governance rules requiring that listed companies have (i) a majority of the Board consist of “independent” directors under the listing standards of the Nasdaq, (ii) a nominating/corporate governance committee composed entirely of independent directors and a written nominating/corporate governance committee charter meeting the Nasdaq requirements and (iii) a compensation committee composed entirely of independent directors and a written compensation committee charter meeting the requirements of the Nasdaq. We are currently not availing ourselves of these exemptions. Our Board is composed of a majority of independent directors and our Compensation Committee and our Nominating and Corporate Governance Committee is composed entirely of independent directors. If we choose to avail ourselves of these exceptions in the future, we may not have a majority of independent directors and our nomination and corporate governance committee and compensation committee may not consist entirely of independent directors and you may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the Nasdaq.

***We do not anticipate paying any dividends on our Class A common stock in the foreseeable future.***

We do not expect to declare or pay any cash or other dividends in the foreseeable future on our Class A common stock because we intend to use cash flow generated by operations to grow our business. Our Credit Facilities do not restrict our ability to pay cash dividends on our Class A common stock but they may restrict the ability of certain subsidiaries of Portillo’s OpCo to pay such cash dividends to Portillo’s OpCo. We may also enter into other credit agreements or other borrowing arrangements in the future that restrict or limit our ability to pay cash dividends on our Class A common stock. As a result, you may not receive any return on an investment in our Class A common stock unless you sell our Class A common stock for a price greater than that which you paid for it. See “*Dividend Policy*” elsewhere in this prospectus.

***Our quarterly results of operations may fluctuate significantly and could fall below the expectations of securities analysts and investors due to seasonality and other factors, some of which are beyond our control, resulting in a decline in our stock price.***

Our quarterly results of operations may fluctuate due principally to seasonal factors and the timing of holidays. Accordingly, results for any one quarter are not necessarily indicative of results to be expected for any other quarter or for any year and same-restaurant sales for any particular future period may decrease. In addition, as we expand our number of restaurants in hot weather climates, the seasonality of our business may be amplified due to a portion of the population who lives elsewhere in the summer. Similarly, our plans to expand the number of restaurants in cold weather climate could be impacted by the population heading south for the summer. In the future, results of operations may fall below the expectations of securities analysts and investors. In that event, the price of our Class A common stock could be adversely impacted.

***The market price and trading volume of our Class A common stock has been, and may in the future, be volatile, which could result in rapid and substantial losses for our stockholders, and you may lose all or part of your investment.***

Shares of our Class A common stock sold in this offering may experience significant volatility on the Nasdaq. An active, liquid and orderly market for our Class A common stock may not be sustained, which could depress the trading price of our Class A common stock or cause it to be highly volatile or subject to wide fluctuations. The market price of our Class A common stock has fluctuated and may fluctuate or may decline significantly in the future and you could lose all or part of your investment. Some of the factors that could negatively affect our share price or result in fluctuations in the price or trading volume of our Class A common stock include:

- variations in our quarterly or annual results of operations;
- changes in our earnings estimates (if provided) or differences between our actual results of operations and those expected by investors and analysts;
- the contents of published research reports about us or our industry or the failure of securities analysts to cover our Class A common stock;
- additions or departures of key management personnel;
- any increased indebtedness we may incur in the future;
- any issuances of additional shares of Class A common stock in the future or additional “synthetic secondary” transactions;
- announcements by us or others and developments affecting us;
- actions by institutional stockholders;
- litigation and governmental investigations;
- legislative or regulatory changes;
- judicial pronouncements interpreting laws and regulations;
- changes in government programs;
- changes in market valuations of similar companies;
- restaurant or dining area closures or modified operating hours due to the COVID-19 pandemic;
- reduced guest traffic due to illness, quarantine or government or self-imposed restrictions placed on our restaurants’ operations;
- changes in consumer spending behaviors (e.g., continued practice of social distancing, decrease in consumer confidence in general macroeconomic conditions and a decrease in consumer discretionary spending);
- speculation or reports by the press or investment community with respect to us or our industry in general;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic relationships, joint ventures or capital commitments; and
- general market, political and economic conditions, including local conditions in the markets in which we operate.

These broad market and industry factors may decrease the market price of our Class A common stock, regardless of our actual financial performance. The stock market in general has from time to time experienced extreme price and volume fluctuations, including recently. In addition, in the past, following periods of volatility in the overall market and decreases in the market price of a company’s securities, securities class action litigation



## [Table of Contents](#)

has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources, which could have a material adverse effect on our business, financial condition and results of operations.

***The market price of our Class A common stock could be negatively affected by sales of substantial amounts of our Class A common stock in the public markets.***

After this offering, we will have 42,111,955 shares of Class A common stock outstanding (or 71,891,676 shares of Class A common stock assuming that the Continuing Pre-IPO LLC Members redeem or exchange all of their LLC Units and shares of Class B common stock for newly issued shares of our Class A common stock on a one-for-one basis). Of our issued and outstanding shares, all the Class A common stock sold in this offering will be freely transferable, except for any shares held by our "affiliates," as that term is defined in Rule 144 under the Securities Act. Following the closing of this offering, approximately 52.7% of our Class A common stock on an as-converted basis (or 51.1% if the underwriters' option to purchase additional shares is fully exercised), will be beneficially owned by funds managed by Berkshire, and can be resold into the public markets in the future in accordance with the requirements of Rule 144. See "*Shares Eligible For Future Sale*" elsewhere in this prospectus.

***The future issuance of additional Class A common stock in connection with any equity plans, acquisitions or otherwise will dilute all other stockholdings.***

We may issue all these shares of Class A common stock without any action or approval by our stockholders, subject to certain exceptions. Any Class A common stock issued in connection with any equity incentive plan, the exercise of outstanding stock options, or otherwise, would dilute the percentage ownership held by the investors who purchase Class A common stock in this offering.

***For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies.***

We are an emerging growth company, as defined in Section 2(a) of the Securities Act, as modified by the JOBS Act, and we have elected to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies. These provisions include, but are not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and of stockholder approval of any golden parachute payments not previously approved. We do not know if some investors will find our Class A common stock less attractive as a result of our decision to avail ourselves of certain of these exemptions. The result may be a less-active trading market for our Class A common stock and our stock price may be more volatile.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of this exemption and, therefore, we can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.

We could remain an emerging growth company for up to five years or until the earliest of (a) the last day of the first fiscal year in which our annual gross revenues exceed \$1.07 billion, (b) the date that we become a large accelerated filer as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock that is held by non-affiliates exceeds \$700 million as of the last business day of our most recently completed second fiscal quarter, or (c) the date on which we have issued more than \$1 billion in non-convertible debt securities in the preceding three-year period.

---

[Table of Contents](#)

The exact implications of the JOBS Act are still subject to interpretations and guidance by the SEC and other regulatory agencies, and we cannot assure you that we will be able to take advantage of all of the benefits of the JOBS Act. In addition, investors may find our Class A common stock less attractive to the extent we rely on the exemptions and relief granted by the JOBS Act. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may decline or become more volatile.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. Forward-looking statements can be identified by words such as “anticipates,” “intends,” “plans,” “seeks,” “believes,” “estimates,” “expects” and similar references to future periods, or by the inclusion of forecasts or projections. Examples of forward-looking statements include, but are not limited to, statements we make regarding the outlook for our future business and financial performance.

Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national or global political, economic, business, competitive, market and regulatory conditions and the following:

- continued adverse effects of the COVID-19 pandemic or future pandemics or disease outbreaks on our financial condition and results of operations;
- our vulnerability to changes in consumer preferences and economic conditions;
- increases in the cost of our frequently used food items or shortages or disruptions in the supply or delivery of frequently used food items;
- our inability to open new restaurants in new and existing markets;
- the number of visitors to areas where our restaurants are located may decline;
- our inability to generate same-restaurant sales growth;
- our marketing programs and limited-time or seasonal menu offerings may fail to generate profits;
- incidents involving food-borne illness and food safety, including food tampering or contamination, which we may be unable to prevent;
- our inability to compete successfully with other lunch and dinner restaurants;
- our vulnerability to adverse geographic, demographic, unemployment, economic, regulatory and weather conditions;
- damage to our reputation and negative publicity, even if unwarranted;
- our vulnerability to changes in the digital and delivery business;
- our inability or failure to recognize, respond to and effectively manage the accelerated impact of social media;
- our reliance on a small number of suppliers and distributors for a substantial amount of our food and beverages;
- our failure to effectively address environmental, social and other sustainability matters affecting our industry, or to set and meet relevant sustainability goals;
- our level of indebtedness and our duty to comply with covenants under our Credit Facilities;
- the interests of Berkshire may differ from those of our public stockholders;
- our failure to adequately protect our network security;
- compliance with federal and local environmental, labor, employment and food safety laws and regulations; and
- our inability to effectively manage our internal controls over financial reporting.

---

[Table of Contents](#)

See “*Risk Factors*” elsewhere in this prospectus and the documents incorporated by reference for a further description of these and other factors. For the reasons described above, we caution you against relying on any forward-looking statements, which should also be read in conjunction with the other cautionary statements that are included elsewhere in this prospectus. Any forward-looking statement made by us in this prospectus speaks only as of the date on which we make it. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.



## ORGANIZATIONAL STRUCTURE

### Structure Prior to the Reorganization Transactions

We currently conduct our business through Portillo's OpCo and its subsidiaries. We are a holding company and our sole material asset is our ownership interest in Portillo's OpCo. Portillo's Inc. was incorporated as a Delaware corporation on June 8, 2021 to serve as the issuer of the Class A common stock in the IPO.

### The Reorganization Transactions

In connection with the IPO, we entered into the Reorganization Transactions.

In connection with the Reorganization Transactions, Portillo's Inc. became the sole managing member of Portillo's OpCo. Because we manage and operate the business and control the strategic decisions and day-to-day operations of Portillo's OpCo and because we also have a substantial financial interest in Portillo's OpCo, we consolidated the financial results of Portillo's OpCo, and a portion of our net income will be allocated to the noncontrolling interest to reflect the entitlement of the Continuing Pre-IPO LLC Members to a portion of Portillo's OpCo's net income. In addition, because Portillo's OpCo is under the common control of the Pre-IPO LLC Members before and after the Reorganization Transactions (both directly and indirectly through their ownership of us), we have accounted for the Reorganization Transactions as a reorganization of entities under common control and measure the interests of the Continuing Pre-IPO LLC Members in the assets and liabilities of Portillo's OpCo at their carrying amounts as of the date of the completion of the consummation of the Reorganization Transactions.

Our amended and restated certificate of incorporation authorizes the issuance of two classes of common stock: Class A common stock and Class B common stock. Each share of common stock will entitle its holder to one vote per share on all matters submitted to a vote of our stockholders. The Class B common stock is not entitled to economic interests in Portillo's Inc. See "*Description of Capital Stock*" elsewhere in this prospectus.

Prior to the completion of the IPO, we acquired, directly and indirectly, LLC Units through the Mergers. Upon completion of the IPO, the Reorganization Parties collectively held 12,496,361 shares of Class A common stock of Portillo's Inc. and did not directly hold interests in Portillo's OpCo.

In connection with the Reorganization Transactions, each Continuing Pre-IPO LLC Member was issued a number of shares of our Class B common stock in an amount equal to the number of LLC Units held by such Continuing Pre-IPO LLC Member.

Portillo's OpCo entered into the Amended LLC Agreement in connection with the Reorganization Transactions and the IPO. Under the Amended LLC Agreement, holders of LLC Units (other than us and our wholly owned subsidiaries), including the Continuing Pre-IPO LLC Members, have the right to require Portillo's OpCo to redeem all or a portion of their LLC Units for newly issued shares of Class A common stock on a one-for-one basis in accordance with the terms of the Amended LLC Agreement. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement. Except for transfers to us or to certain permitted transferees pursuant to the Amended LLC Agreement, the LLC Units and corresponding shares of Class B common stock may not be sold, transferred or otherwise disposed of.

In connection with the Reorganization Transactions and the IPO, we entered into a Tax Receivable Agreement that obligates us to make payments to the TRA Parties in the aggregate generally equal to 85% of the applicable cash savings that we actually realize, or in certain circumstances are deemed to realize, as a result of

## [Table of Contents](#)

(i) our allocable share of existing tax basis in depreciable or amortizable assets relating to LLC Units acquired in the IPO, (ii) certain favorable tax attributes we acquired from the Blocker Companies in the Mergers, (iii) increases in our allocable share of then existing tax basis in depreciable or amortizable assets, and adjustments to the tax basis of the tangible and intangible assets, of Portillo's OpCo and its subsidiaries, as a result of (x) sales or exchanges of interests in Portillo's OpCo in connection with the IPO and (y) subsequent redemptions or exchanges of LLC Units by Continuing Pre-IPO LLC Members for cash or Class A common stock, including in connection with this offering, and (iv) certain other tax benefits related to entering into the Tax Receivable Agreement, including payments made under the Tax Receivable Agreement. We retain the benefit of the remaining 15% of these tax savings.

### **Holding Company Structure and the Tax Receivable Agreement**

We are a holding company and our sole material asset is our ownership interests in Portillo's OpCo. The number of LLC Units that we own directly and indirectly in the aggregate at any time will equal the aggregate number of outstanding shares of our Class A common stock. The economic interest represented by each LLC Unit that we own directly and indirectly corresponds to one share of our Class A common stock, and the total number of LLC Units owned directly and indirectly by us and the holders of our Class B common stock at any given time equals the sum of the outstanding shares of all classes of our common stock.

Our Class B common stock is not listed (and we do not intend to list our Class B common stock) on any stock exchange.

We acquired certain favorable tax attributes from the Blocker Companies in the Mergers. In addition, acquisitions by us of LLC Units in connection with the IPO (including the repayment of the redeemable preferred units) and from Continuing Pre-IPO LLC Members in connection with subsequent redemptions or exchanges by the Continuing Pre-IPO LLC Members of LLC Units for shares of our Class A common stock or cash are expected to result in favorable tax attributes that will be allocated to us. These tax attributes would not be available to us in the absence of those transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future.

We are party to the Tax Receivable Agreement with the TRA Parties. Under the Tax Receivable Agreement, we generally are required to pay to the TRA Parties, in the aggregate, 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax that we actually realize, or in certain circumstances are deemed to realize, as a result of (i) our allocable share of existing tax basis in depreciable or amortizable assets relating to LLC Units acquired in the IPO, (ii) certain favorable tax attributes we acquired from the Blocker Companies in the Mergers, (iii) increases in our allocable share of then existing tax basis in depreciable or amortizable assets, and adjustments to the tax basis of the tangible and intangible assets, of Portillo's OpCo and its subsidiaries, as a result of (x) sales or exchanges of interests in Portillo's OpCo in connection with the IPO and (y) subsequent redemptions or exchanges of Units by Continuing Pre-IPO LLC Members for cash or Class A common stock, including in connection with this offering, and (iv) certain other tax benefits related to entering into the Tax Receivable Agreement, including payments made under the Tax Receivable Agreement.

Based on several assumptions, it was estimated that, as of June 26, 2022, our obligation for future payments under the Tax Receivable Agreement totaled \$154.9 million. Amounts payable under the Tax Receivable Agreement are contingent upon, among other things, (i) generation of future taxable income over the term of the Tax Receivable Agreement and (ii) future changes in tax laws. If we do not generate sufficient taxable income in the aggregate over the term of the Tax Receivable Agreement to utilize the tax benefits, then we would not be required to make the related Tax Receivable Agreement payments. The payments that we are required to make will generally reduce the amount of overall cash flow that might have otherwise been available to us, but we expect the cash tax savings we will realize to fund the required payments. Assuming no material changes in relevant tax law and that we earn sufficient taxable income to realize all tax benefits that are subject to the Tax Receivable Agreement, we estimate that the tax savings associated with all tax attributes described above

## [Table of Contents](#)

would aggregate to approximately \$182.2 million as of June 26, 2022. Under this scenario, we would be required to pay the TRA Parties approximately 85% of such amount, or \$154.9 million, primarily over the next 15 years, substantially declining in year 16 through year 47. The actual amounts we will be required to pay may materially differ from these hypothetical amounts, because potential future tax savings that we will actually realize or be deemed to realize, and the Tax Receivable Agreement payments made by us, will be calculated based in part on the market value of our Class A common stock at the time of each exchange of an LLC Unit for a share of Class A common stock and the prevailing applicable federal tax rate (plus the assumed combined state and local tax rate) applicable to us over the life of the Tax Receivable Agreement and will depend on our generating sufficient taxable income to realize the tax benefits that are subject to the Tax Receivable Agreement.

Payments under the Tax Receivable Agreement will be based on the tax reporting positions we determine, and the IRS or another taxing authority may challenge all or part of the existing tax basis, deductions, tax basis increases, net operating losses or other tax attributes subject to the Tax Receivable Agreement, and a court could sustain such challenge. Payments we will be required to make under the Tax Receivable Agreement generally will not be reduced as a result of any taxes imposed on us, Portillo's OpCo or any direct or indirect subsidiary thereof that are attributable to a tax period (or portion thereof) ending on or before the Mergers or the date of the completion of the IPO. Further, the TRA Parties will not reimburse us for any payments previously made if such tax attributes are subsequently challenged by a taxing authority and are ultimately disallowed, except that any excess payments made to a TRA Party will be netted against future payments otherwise to be made to such TRA Party under the Tax Receivable Agreement, if any, after our determination of such excess. As a result, in such circumstances we could make future payments under the Tax Receivable Agreement that are greater than our actual cash tax savings and may not be able to recoup those payments, which could negatively impact our liquidity. See "*Part I. Item 1A. Risk Factors—Risks Related to Our Organizational Structure—We will not be reimbursed for any payments made to the TRA Parties under the Tax Receivable Agreement in the event that any tax benefits are disallowed*" in our Annual Report which is incorporated by reference herein.

Our obligations under the Tax Receivable Agreement will also apply with respect to any person who is issued LLC Units in the future and who becomes a party to the Tax Receivable Agreement.

We are a holding company with no operations of our own and our ability to make payments under the Tax Receivable Agreement will depend on the ability of Portillo's OpCo to make distributions to us. Deterioration in the financial condition, earnings, or cash flow of Portillo's OpCo and its subsidiaries for any reason could limit or impair their ability to pay such distributions. To the extent that we are unable to make payments under the Tax Receivable Agreement for any reason, such payments generally will be deferred and will accrue interest until paid. Nonpayment for a specified period, however, may constitute a breach of a material obligation under the Tax Receivable Agreement and therefore accelerate payments due under the Tax Receivable Agreement (unless, generally, such nonpayment is due to a lack of sufficient funds) which could negatively impact our results of operations and could also affect our liquidity in periods in which such payments are made.

## USE OF PROCEEDS

We estimate that the net proceeds to us from our sale of 8,000,000 shares of Class A common stock in this offering will be approximately \$199.1 million, assuming an offering price of \$25.79 per share, the last reported share price of our Class A common stock on Nasdaq on August 4, 2022, after deducting estimated underwriting discounts and commissions, but before deducting any estimated expenses payable by us in connection with this offering.

We intend to use all of the net proceeds from this offering to purchase or cancel, as the case may be, LLC Units, shares of Class A common stock or options under the 2021 Plan, as applicable, of the selling stockholders in a “synthetic secondary” transaction, at a price per LLC Unit, share of Class A common stock or cancelled option, as applicable, equal to the public offering price per share of Class A common stock in this offering, less the underwriting discounts and commissions, the exercise price of the cancelled option (if applicable) and any withholding taxes. As a result, Portillo’s OpCo will not receive any proceeds from this offering (other than the exercise price in connection with the cancellation of the options).

The underwriters also have an option to purchase up to an additional 1,200,000 shares of Class A common stock from us. We estimate that the net proceeds to us, if the underwriters exercise their right to purchase the maximum of 9,200,000 shares of Class A common stock from us, will be approximately \$229.0 million, assuming an offering price of \$25.79 per share, the last reported share price of our Class A common stock on Nasdaq on August 4, 2022, after deducting estimated underwriting discounts and commissions, but before deducting any estimated expenses payable by us in connection with this offering. We will use the additional net proceeds we receive pursuant to any exercise of the underwriters’ option to purchase additional LLC Units or shares of Class A common stock from certain selling stockholders.

We estimate that the offering expenses (other than the underwriting discount and commissions) will be approximately \$1.1 million. All of such offering expenses will be paid for or otherwise borne by Portillo’s OpCo.

A \$1.00 increase (decrease) in the assumed public offering price of \$25.79 per share would increase (decrease) the amount of proceeds to us from this offering available by approximately \$7.7 million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts. An increase (decrease) of 1,000,000 shares from the expected number of shares to be sold by us in this offering, assuming no change in the assumed public offering price per share, would increase (decrease) the amount of proceeds to us from this offering available by approximately \$24.9 million.

## DIVIDEND POLICY

We do not currently intend to pay cash dividends on our Class A common stock in the foreseeable future. However, in the future, subject to the factors described below and our future liquidity and capitalization, we may change this policy and choose to pay dividends. Any determination to pay dividends in the future will be at the discretion of our Board and will depend upon our results of operations, cash requirements, financial condition, contractual restrictions, restrictions imposed by applicable laws and other factors that our Board may deem relevant.

We are a holding company that does not conduct any business operations of our own, and we have no material assets other than our ownership of LLC Units in Portillo's OpCo. As a result, our ability to pay cash dividends on our common stock, if our Board determines to do so, will be dependent upon the ability of Portillo's OpCo to pay cash dividends and distributions to us. The ability of Portillo's OpCo to pay cash dividends and distributions to us is not restricted by the terms of our Credit Facilities but the ability of certain subsidiaries of Portillo's OpCo to make such cash dividend and distributions to Portillo's OpCo may be restricted by the terms of the Credit Facilities. See "*Description of Material Indebtedness*" elsewhere in this prospectus.

If Portillo's OpCo makes such distributions, the holders of LLC Units will be entitled to receive equivalent distributions from Portillo's OpCo. However, because we must pay taxes, make payments under the Tax Receivable Agreement and pay our expenses, amounts ultimately distributed as dividends to holders of our Class A common stock are expected to be less than the amounts distributed by Portillo's OpCo to the other holders of LLC Units on a per share basis.

Under the Amended LLC Agreement, Portillo's OpCo generally is required from time to time to make pro rata distributions in cash to us and the other holders of LLC Units at certain assumed tax rates in amounts that are intended to be sufficient to cover the income taxes payable on our and the other LLC Unit holders' respective allocable shares of the taxable income of Portillo's OpCo. We may receive tax distributions significantly in excess of our tax liabilities and obligations to make payments under the Tax Receivable Agreement. Our Board, in its sole discretion, will make any determination from time to time with respect to the use of any such excess cash so accumulated, which may include, among other uses, funding repurchases of shares of Class A common stock; acquiring additional newly issued LLC Units from Portillo's OpCo at a per unit price determined by reference to the market value of the Class A common stock; paying dividends, which may include special dividends, on its shares of Class A common stock; or any combination of the foregoing. We will have no obligation to distribute such cash (or other available cash other than any declared dividend) to our stockholders. We also expect, if necessary, to undertake ameliorative actions, which may include pro rata or non-pro rata reclassifications, combinations, subdivisions or adjustments of outstanding LLC Units, to maintain one to one parity between LLC Units and shares of Class A common stock. See "*Part I. Item 1A. Risk Factors—In certain circumstances, Portillo's OpCo will be required to make distributions to us and the other holders of LLC Units, and the distributions that Portillo's OpCo will be required to make may be substantial*" in our Annual Report.

See "*Organizational Structure*," "*Description of Material Indebtedness*," "*Description of Capital Stock*" in this prospectus and "*Part I. Item 1A. Risk Factors—Risks Related to this Offering and Ownership of Our Class A Common Stock—We do not anticipate paying any dividends on our Class A common stock in the foreseeable future*" and "*Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources*" in our Annual Report which has been incorporated by reference herein.



**CAPITALIZATION**

The following table sets forth our cash and cash equivalents and our capitalization as of June 26, 2022:

- on an actual basis for Portillo’s Inc.; and
- on an as adjusted basis to give effect to this offering and the application of the net proceeds from this offering.

This table should be read in conjunction with “Use of Proceeds,” “Unaudited Pro Forma Consolidated Financial Information,” and “Description of Capital Stock” and the consolidated financial statements and notes thereto appearing elsewhere in this prospectus and with “Part II. Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report which is incorporated by reference herein.

	<b>Portillo’s Inc.</b>	
	<b>As of June 26, 2022</b>	
	<b>Actual</b>	<b>As Adjusted</b>
	(in thousands)	
Cash and cash equivalents and restricted cash	<u>\$ 49,730</u>	<u>\$ 48,630</u>
Debt:		
Current portion of long-term debt	3,324	3,324
Long-term debt, net of current portion	<u>315,410</u>	<u>315,410</u>
Total debt(1)(2)	318,734	318,734
Equity:		
Preferred stock, \$0.01 par value per share, 10,000,000 shares authorized, 0 issued and outstanding	—	—
Class A common stock, \$0.01 par value per share, 380,000,000 shares authorized, 36,218,355 and 42,111,955 shares issued and outstanding, actual and as adjusted	362	421
Class B common stock, \$0.00001 par value per share, 50,000,000 shares authorized, 35,673,321 and 29,779,721 shares issued and outstanding, actual and as adjusted	—	—
Additional paid-in capital	192,862	230,429
Accumulated deficit	<u>(10,645)</u>	<u>(11,745)</u>
Total Stockholders’ Equity attributable to Portillo’s Inc.	<u>182,579</u>	<u>219,105</u>
Non-controlling interest(3)	<u>261,233</u>	<u>217,176</u>
Total Stockholders’ Equity	<u>433,812</u>	<u>436,281</u>
Total capitalization	<u>\$762,546</u>	<u>\$ 755,015</u>

(1) Total debt includes unamortized debt discount and deferred issuance costs as of June 26, 2022.

(2) For a description of our debt, see “Description of Material Indebtedness” elsewhere in this prospectus.

(3) Represents Continuing Pre-IPO LLC Members’ LLC Units.

## UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

We have derived the unaudited consolidated pro forma statement of operations for the year ended December 26, 2021 set forth below by the application of pro forma adjustments to the audited consolidated financial statements of Portillo's Inc. and its subsidiaries included in our Annual Report, which is incorporated by reference herein. We have derived the unaudited consolidated pro forma statement of operations for the two quarters ended June 26, 2022 set forth below by the application of pro forma adjustments to the unaudited consolidated financial statements of Portillo's Inc. and its subsidiaries included in our 2022 Q2 Quarterly Report, which is incorporated by reference herein. We have derived the unaudited pro forma consolidated balance sheet as of June 26, 2022 set forth below by the application of pro forma adjustments to the unaudited consolidated financial statements of Portillo's Inc. and its subsidiaries included in our 2022 Q2 Quarterly Report, which is incorporated by reference herein.

The following unaudited pro forma consolidated statement of operations for the year ended December 26, 2021 gives effect to the pro forma adjustments related to (i) the IPO and the Reorganization Transactions, which we refer to as the "IPO and Reorganization Transactions," and (ii) the offering and sale of 8,000,000 shares of Class A common stock (excluding shares issuable upon exercise of the underwriters' option to purchase additional shares) and the application of net proceeds in this offering, as if all such transactions had been completed as of December 28, 2020. The unaudited pro forma consolidated statement of operations for the two quarters ended June 26, 2022 presents our consolidated results of income to give pro forma effect unaudited pro forma to the offering and sale of 8,000,000 shares of Class A common stock (excluding shares issuable upon exercise of the underwriters' option to purchase additional shares) and the application of net proceeds in this offering, as if all such transactions had been completed as of December 27, 2021. The unaudited pro forma balance sheet as of June 26, 2022 presents our financial position to give pro forma effect to the offering and sale of 8,000,000 shares of Class A common stock (excluding shares issuable upon exercise of the underwriters' option to purchase additional shares) and the application of net proceeds in this offering, as if it had occurred on June 26, 2022.

The unaudited pro forma financial information has been prepared by our management and is based on Portillo's Inc. historical financial statements and the assumptions and adjustments described in the notes to the unaudited pro forma financial information below. The presentation of the unaudited pro forma financial information is prepared in conformity with Article 11 of Regulation S-X rules effective January 1, 2021.

We based the pro forma adjustments on available information and on assumptions that we believe are reasonable under the circumstances in order to reflect, on a pro forma basis, the impact of the relevant transactions on the historical financial information of Portillo's. See the notes to unaudited pro forma financial information below for a discussion of assumptions made. The unaudited pro forma financial information does not purport to be indicative of our results of operations or financial position had the relevant transactions occurred on the dates assumed and does not project our results of operations or financial position for any future period or date.

The IPO and Reorganization Transactions are described in the notes to the unaudited pro forma consolidated financial information and primarily include:

- adjustments for the IPO and Reorganization Transactions, the entry into the Amended LLC Agreement and the entry into the Tax Receivable Agreement;
- the issuance of shares of our Class A common stock to the purchasers in the IPO and Reorganization Transactions in exchange for net proceeds of approximately \$437.1 million, after deducting underwriting discounts and commissions but before offering expenses (including exercise of the underwriters' option to purchase additional shares);
- the application by Portillo's Inc. of the net proceeds from the IPO and Reorganization Transactions to acquire newly issued LLC Units from Portillo's OpCo at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock, net of underwriting discounts and commissions;

## Table of Contents

- the application by Portillo's OpCo of a portion of the proceeds of the sale of LLC Units to Portillo's Inc. to repay the redeemable preferred units in full (including the redemption premium) and to repay all of the borrowings outstanding under the Second Lien Credit Agreement (including prepayment penalties), in each case, in the IPO and Reorganization Transactions;
- a provision for federal, state and local income taxes of Portillo's Inc. as a taxable corporation; and
- the allocation of net income between non-controlling and Portillo's Inc. based on Portillo's Inc.'s 50.1% ownership of Portillo's OpCo following the IPO and Reorganization Transactions.

The Offering Adjustments are described in the notes to the unaudited pro forma consolidated financial information and primarily include:

- the offering and issuance of shares of 8,000,000 shares of Class A common stock (excluding shares issuable upon exercise of the underwriters' option to purchase additional shares) in exchange for net proceeds of approximately \$199.1 million, assuming an offering price of \$25.79 per share, the last reported share price of our Class A common stock on Nasdaq on August 4, 2022, after deducting underwriting discounts and commissions but before offering expenses (and, unless otherwise indicated, assuming no exercise of the underwriters' option to purchase additional shares);
- the application by Portillo's Inc. of the net proceeds from this offering to acquire newly issued LLC Units from Portillo's OpCo at a purchase price per LLC Unit equal to the assumed offering price of Class A common stock net of underwriting discounts and commissions;
- the application by Portillo's OpCo of the proceeds of the sale of LLC Units to Portillo's Inc. to purchase shares of Class A common stock, after deducting underwriting discounts and commissions, in this offering to purchase LLC Units from certain Continuing Pre-IPO LLC Members and to purchase shares of Class A common stock from the Reorganization Parties;
- the application by Portillo's OpCo of a portion of the proceeds of the sale of LLC Units to Portillo's Inc., as well as cash on hand, to pay fees and expenses, including underwriting discounts and commissions, of approximately \$8.3 million in connection with this offering;
- the adjustment to the Tax Receivable Agreement liability and related deferred income taxes for the increase in expected tax benefits to be realized from the exchange of common units for a corresponding number of shares of Class A common stock in connection with this offering;
- adjustments to the provision for income taxes and deferred income taxes reflecting the increased ownership of Portillo's OpCo by Portillo's Inc.; and
- the allocation of net income between non-controlling interests and Portillo's Inc. based on Portillo's Inc. 58.6% ownership of Portillo's OpCo following this offering.

The unaudited pro forma consolidated financial information is provided for informational purposes only and is not necessarily indicative of the operating results that would have occurred if the IPO and Reorganization Transactions or Offering Adjustments had been completed as of the dates set forth above, nor is it indicative of our future results. Additionally, the unaudited pro forma consolidated financial information does not give effect to the potential impact of any anticipated synergies, operating efficiencies, or cost savings that may result.

The unaudited pro forma consolidated financial information should be read together with "*Organizational Structure*," "*Capitalization*" and our historical financial statements and related notes incorporated by reference in this prospectus.

**UNAUDITED PRO FORMA CONSOLIDATED  
STATEMENT OF OPERATIONS**

	For the Year Ended December 26, 2021				
	Portillo's Inc	IPO and Reorganization Transactions	As Adjusted Before Offering	Offering Adjustments	Pro Forma Portillo's Inc.
	(in thousands, except per share data)				
<b>REVENUES, NET</b>	\$ 534,952	\$ —	\$ 534,952	\$ —	\$ 534,952
<b>COST AND EXPENSES:</b>					
Restaurant operating expenses:					
Cost of goods sold, excluding depreciation and amortization	166,764	—	166,764	—	166,764
Labor	138,788	1,348(8)	140,136	—	140,136
Occupancy	28,060	—	28,060	—	28,060
Other operating expenses	59,258	—	59,258	—	59,258
<b>Total restaurant operating expenses</b>	392,870	1,348	394,218	—	394,218
General and administrative expenses	87,089	5,950(8)	93,039	—	93,039
Pre-opening expenses	3,565	—	3,565	—	3,565
Depreciation and amortization	23,312	—	23,312	—	23,312
Net income attributable to equity method investment	(797)	—	(797)	—	(797)
Other income, net	(1,099)	—	(1,099)	—	(1,099)
<b>OPERATING INCOME</b>	30,012	(7,298)	22,714	—	22,714
Interest expense	39,694	(15,084)(6)	24,610	—	24,610
Loss on debt extinguishment	7,265	—	7,265	—	7,265
<b>INCOME (LOSS) BEFORE INCOME TAXES</b>	(16,947)	7,786	(9,161)	—	(9,161)
Income tax (benefit) expense	(3,531)	4,492(1)	961	258(3)	1,219
<b>NET (LOSS) INCOME</b>	(13,416)	3,294	(10,122)	(258)	(10,380)
Less: Redeemable preferred units accretion	(21,176)	21,176(7)	—	—	—
<b>NET (LOSS) INCOME ATTRIBUTABLE TO COMMON HOLDERS</b>	(34,592)	24,470	(10,122)	(258)	(10,380)
Net (loss) income attributable to non-controlling interests	(19,408)	14,836(2)	(4,572)	779(4)	(3,793)
<b>NET (LOSS) INCOME ATTRIBUTABLE TO PORTILLO'S INC.</b>	<u>\$ (15,184)</u>	<u>\$ 9,634</u>	<u>\$ (5,550)</u>	<u>\$ (1,037)</u>	<u>\$ (6,587)</u>
Earnings per share:					
Weighted-average shares outstanding:					
Basic	35,807,171				41,700,771(5)
Diluted	35,807,171				41,700,771(5)
Earnings per share:					
Basic	\$ (0.42)				\$ (0.16)(5)
Diluted	\$ (0.42)				\$ (0.16)(5)

*See accompanying notes to unaudited pro forma financial information.*

**UNAUDITED PRO FORMA CONSOLIDATED  
STATEMENT OF OPERATIONS**

	For the Two Quarters Ended June 26, 2022		
	Portillo's Inc	Offering Adjustments	Pro Forma Portillo's Inc.
	(in thousands, except per share data)		
<b>REVENUES, NET</b>	\$ 285,105	\$ —	\$ 285,105
<b>COST AND EXPENSES:</b>			
Restaurant operating expenses:			
Cost of goods sold, excluding depreciation and amortization	98,040	—	98,040
Labor	75,219	—	75,219
Occupancy	15,134	—	15,134
Other operating expenses	30,343	—	30,343
<b>Total restaurant operating expenses</b>	218,736	—	218,736
General and administrative expenses	31,126	—	31,126
Pre-opening expenses	979	—	979
Depreciation and amortization	10,514	—	10,514
Net income attributable to equity method investment	(398)	—	(398)
Other income, net	(105)	—	(105)
<b>OPERATING INCOME</b>	24,253	—	24,253
Interest expense	12,196	—	12,196
Tax Receivable Agreement liability adjustment	(1,754)	—	(1,754)
<b>INCOME BEFORE INCOME TAXES</b>	13,811	—	13,811
Income tax expense	2,505	428(3)	2,933
<b>NET INCOME (LOSS) ATTRIBUTABLE TO COMMON HOLDERS</b>	11,306	(428)	10,878
Net loss attributable to non-controlling interests	6,001	(1,011)(4)	4,990
<b>NET INCOME ATTRIBUTABLE TO PORTILLO'S INC.</b>	<u>\$ 5,305</u>	<u>\$ 583</u>	<u>\$ 5,888</u>
Earnings per share:			
Weighted-average shares outstanding:			
Basic	35,899,125		42,111,955(5)
Diluted	39,839,292		46,052,122(5)
Earnings per share of common stock:			
Basic	\$ 0.15		\$ 0.14(5)
Diluted	\$ 0.13		\$ 0.13(5)

*See accompanying notes to unaudited pro forma financial information.*



**Notes to Unaudited Pro Forma Statement of Operations**  
**(Year Ended December 26, 2021 and Two Quarters ended June 26, 2022)**

- (1) Portillo's Inc. is subject to U.S. federal income taxes, in addition to state and local taxes, with respect to its allocable share of any net taxable income of Portillo's OpCo. The adjustment of \$4.5 million to the income tax expense resulting from the IPO and Reorganization Transactions reflects our statutory tax rate of 27.9% applied to Portillo's Inc.'s economic interest of 50.1% of Portillo's OpCo following the IPO and Reorganization Transactions further applied to the portion of net income of Portillo's OpCo that relates to pass-through entities whose income has not been previously subject to income tax expense for the period between December 28, 2020 and the date of the Company's IPO.
- (2) Following the consummation of the IPO and Reorganization Transactions, Portillo's Inc. became the sole managing member of Portillo's OpCo, and as sole managing member, the Company operates and controls all of the business and affairs of Portillo's OpCo. As a result, Portillo's Inc. consolidates the financial results of Portillo's OpCo and reports a non-controlling interest representing the economic interest in Portillo's OpCo held by the other members of Portillo's OpCo. Following the IPO and Reorganization Transactions, we held approximately 50.1% of Portillo's OpCo's outstanding LLC Units, and the remaining LLC Units of Portillo's OpCo would be held by the Continuing Pre-IPO LLC Members. Immediately following the IPO and Reorganization Transactions, the ownership percentage held by the noncontrolling interest was approximately 49.9%. Net income attributable to the noncontrolling interest represents approximately 49.9% of net income.
- (3) Portillo's Inc. is subject to U.S. federal income taxes, in addition to state and local taxes, with respect to its allocable share of any net taxable income of Portillo's OpCo. For the year ended December 26, 2021 and the two quarters ended June 26, 2022, the pro forma adjustment of \$0.3 million and \$0.4 million, respectively, to the income tax expense resulting from the Offering Adjustments reflects our statutory tax rate of 27.9% applied to the additional 8.2% economic interest in Portillo's OpCo that will be held by Portillo's Inc. upon consummation of the offering and issuance by us of 8,000,000 newly-issued shares of our Class A common stock in this offering and the exchange by the Continuing pre-IPO LLC Members participating in this offering further applied to the portion of net income of Portillo's OpCo that relates to pass-through entities whose income has not been previously subject to income tax expense.
- (4) Following the Offering Adjustments, we held approximately 58.6% of Portillo's OpCo's outstanding LLC Units, and the remaining LLC Units of Portillo's OpCo would be held by the Continuing Pre-IPO LLC Members. Immediately following the Offering Adjustments, the ownership percentage held by the noncontrolling interest was approximately 41.4%. The pro forma adjustment reflects the reduction in the allocation of Portillo's OpCo net income to the non-controlling interests. The remaining economic ownership of Portillo's OpCo will be held by Portillo's Inc. following the consummation of this offering.
- (5) Pro forma basic net income per share of Class A common stock is computed by dividing the pro forma net income available to Class A common stockholders by the pro forma weighted-average shares of Class A common stock outstanding during the period. Pro forma diluted net income per share of Class A common stock is computed by dividing the pro forma net income available to Class A common stockholders by the pro forma weighted-average shares of Class A common stock outstanding to give effect to potentially dilutive securities.

	Year Ended December 26, 2021	Two Quarters Ended June 26, 2022
	(in thousands)	
<b>Pro Forma loss per share of Class A common stock</b>		
<b>Numerator:</b>		
Pro forma net income (loss) attributable to the Issuer's Class A common stockholders (basic and diluted)	\$ (6,587)	\$ 5,888
<b>Denominator:</b>		
Pro forma weighted average of shares of Class A common stock common stock outstanding (basic)	41,700,771	42,111,955
Pro forma weighted average of shares of Class A common stock common stock outstanding (diluted)	41,700,771	46,052,122
<b>Pro forma basic earnings (loss) per share</b>	<b>\$ (0.16)</b>	<b>\$ 0.14</b>
<b>Pro forma diluted earnings (loss) per share</b>	<b>\$ (0.16)</b>	<b>\$ 0.13</b>

Pro forma net income per share of Class B common stock is not presented because Class B common stock is not entitled to economic interests in Portillo's Inc.

- (6) Portillo's OpCo used a portion of the proceeds from the issuance of LLC Units to Portillo's Inc. in connection with the IPO and Reorganization Transactions to repay its Second Lien Term B-3 Loans. Our unpaid balance of our indebtedness on the Second Lien Term B-3 Loans, including unamortized debt discount and deferred issuance costs was \$149.7 million bearing an effective interest at a rate of 11.83% as of December 28, 2020. We incurred a loss on extinguishment of debt of \$8.4 million, consisting of \$3.1 million for prepayment penalties and \$5.3 million for the write-off of debt discount and deferred issuance costs. As such, interest expense will be reduced by \$15.1 million as a result of the lower borrowings outstanding for the year ended December 26, 2021.
- (7) Portillo's OpCo used a portion of the proceeds from the issuance of LLC Units to Portillo's Inc. in connection with the IPO to repay its redeemable preferred units in its entirety. As such, we have eliminated the preferred unit accretion for the year ended December 26, 2021.
- (8) This adjustment represents the increase in compensation expense we would incur if the 1,794,195 performance stock options and 882,875 restricted stock units granted to certain employees and directors in connection with the IPO were granted on December 28, 2020 instead of on October 21, 2021 in connection with the IPO. This amount was calculated assuming the performance stock options and restricted stock units were granted on December 28, 2020 with the performance stock options having an exercise price equal to \$20.00 per share, the initial public offering price of the shares of Class A common stock issued and sold in our IPO. The grant date fair values of the stock options were determined using a Monte Carlo simulation model.

**UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET (AS OF JUNE 26, 2022)**

	Portillo's Inc	Offering Adjustments	Pro Forma Portillo's Inc.
	(in thousands, except per share data)		
<b>ASSETS</b>			
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents and restricted cash	\$ 49,730	\$ (1,100)(1)	\$ 48,630
Accounts receivable	8,830	—	8,830
Inventory	5,639	—	5,639
Prepaid expenses	5,082	—	5,082
<b>Total current assets</b>	<b>69,281</b>	<b>(1,100)</b>	<b>68,181</b>
Property and equipment, net	193,813	—	193,813
<b>OTHER ASSETS:</b>			
Goodwill	394,298	—	394,298
Trade names	223,925	—	223,925
Other intangible assets, net	34,263	—	34,263
Equity method investment	16,083	—	16,083
Deferred tax assets	71,949	48,160(2)(4)	120,109
Other assets	4,282	—	4,282
<b>Total other assets</b>	<b>744,800</b>	<b>48,160</b>	<b>792,960</b>
<b>TOTAL ASSETS</b>	<b><u>\$1,007,894</u></b>	<b><u>47,060</u></b>	<b><u>\$1,054,954</u></b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
<b>CURRENT LIABILITIES:</b>			
Accounts payable	\$ 20,382	—	\$ 20,382
Current portion of long-term debt	3,324	—	3,324
Current deferred revenue	4,649	—	4,649
Accrued expenses	25,123	—	25,123
<b>Total current liabilities</b>	<b>53,478</b>	<b>—</b>	<b>53,478</b>
<b>LONG-TERM LIABILITIES:</b>			
Long-term debt, net	315,410	—	315,410
Deferred rent	36,511	—	36,511
Tax receivable agreement liability	154,883	54,591(4)	209,474
Other long-term liabilities	3,800	—	3,800
<b>Total long-term liabilities</b>	<b>510,604</b>	<b>54,951</b>	<b>565,195</b>
<b>Total liabilities</b>	<b>564,082</b>	<b>54,951</b>	<b>618,673</b>
<b>STOCKHOLDERS' EQUITY:</b>			
Preferred stock, \$0.01 par value per share, 10,000,000 shares authorized, 0 issued and outstanding on a pro forma basis	—	—	—
Class A common stock, \$0.01 par value per share, 380,000,000 shares authorized, and 42,111,955 shares issued and outstanding on a pro forma basis	362	59(6)	421
Class B common stock, \$0.00001 par value per share, 50,000,000 shares authorized, and 29,779,721 shares issued and outstanding on a pro forma basis	—	—	—
Additional paid-in-capital	192,862	37,567(7)	230,429
Accumulated deficit	(10,645)	(1,100)(3)(8)	(11,745)
<b>Total stockholders' equity attributable to Portillo's Inc.</b>	<b>182,579</b>	<b>36,526</b>	<b>219,105</b>
Non-controlling interest	261,233	(44,057)(5)	217,176
<b>Total stockholders' equity</b>	<b>443,812</b>	<b>(7,531)</b>	<b>436,281</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b><u>\$1,007,894</u></b>	<b><u>\$ 47,060</u></b>	<b><u>\$1,054,954</u></b>

See accompanying notes to unaudited pro forma financial information.

**Notes to Unaudited Pro Forma Consolidated Balance Sheet (as of December 26, 2021)**

- (1) Reflects the receipt of proceeds from the Offering Adjustments of \$206.3 million, based on the sale of 8,000,000 shares of Class A common stock at an assumed offering price of \$25.79 per share of common stock, which is the last reported share price of our Class A common stock on Nasdaq on August 4, 2022, excluding the exercise by the underwriters of their option to purchase additional shares of common stock, after deducting underwriting discounts and commissions.

The proceeds from Offering Adjustments were used for the following (in thousands):

Gross proceeds from Offering Adjustments	\$ 206,320
Payments of underwriting discounts and commissions	(7,221)
Net cash proceeds received	199,099
Payment of non-underwriting offering costs	(1,100)
Payment for purchase of LLC Units or shares of Class A common stock	(199,099)
Offering Adjustments use of cash on hand	<u>\$ (1,100)</u>

- (2) We are subject to U.S. federal, state and local income taxes and will file income tax returns for U.S. federal and certain state and local jurisdictions. This adjustment reflects the recognition of deferred taxes in connection with the Reorganization Transaction assuming the federal rates currently in effect and the highest statutory rates apportioned to each state and local jurisdiction.

We have recorded a pro forma deferred tax asset adjustment of \$48.2 million (assuming that the underwriters do not exercise their option to purchase additional shares of Class A common stock). The pro forma deferred tax asset adjustment includes (i) a \$33.3 million deferred tax liability related to temporary differences in the book basis as compared to the tax basis of our investment in Portillo's OpCo, (ii) \$11.3 million related to tax benefits from future deductions attributable to payments under the Tax Receivable Agreement as described further in Note (4) below and (iii) \$3.6 million related to imputed interest on the additional Tax Receivable Agreement liability.

- (3) We estimate \$1.1 million of additional offering costs will have been incurred in connection with the Offering Adjustments. Offering costs will be expensed as incurred.

- (4) In connection with the IPO and Reorganization Transactions, we became a party to a Tax Receivable Agreement with the TRA Parties. Under the Tax Receivable Agreement, we generally will be required to pay 85% of the applicable cash savings, if any, in U.S. federal, state and local income tax that we actually realize as a result of (i) our allocable share of existing tax basis in depreciable or amortizable assets relating to LLC Units acquired in the IPO, (ii) certain favorable tax attributes we acquired from the Blocker Companies in the Mergers, (iii) increases in our allocable share of then existing tax basis in depreciable or amortizable assets, and adjustments to the tax basis of the tangible and intangible assets, of Portillo's OpCo and its subsidiaries, as a result of (x) sales or exchanges of interests in Portillo's OpCo in connection with the IPO and (y) subsequent redemptions or exchanges of LLC Units by Continuing Pre-IPO LLC Members for cash or Class A common stock, including in connection with this offering, and (iv) certain other tax benefits related to entering into the Tax Receivable Agreement, including payments made under the Tax Receivable Agreement.

The net deferred tax asset adjustment of \$48.2 million, resulting from this offering, and the \$54.6 million adjustment related to the Tax Receivable Agreement liability are assuming: (i) only exchanges associated with this offering, (ii) a share price equal to \$25.79, which is the last reported share price of our Class A common stock on Nasdaq on August 4, 2022, (iii) an estimated statutory tax rate of 27.9%, (iv) we will have sufficient taxable income to fully utilize the tax benefits, (v) no material changes in tax law and (vi) future Tax Receivable Agreement payments.

The net impact of the adjustments to net deferred taxes and the Tax Receivable Agreement liability of \$6.4 million has been recorded as a decrease to additional paid-in capital, as these adjustments arise from equity transactions of the Company.

## [Table of Contents](#)

If all of the Continuing Pre-IPO LLC Members were to exchange their Portillo's OpCo units, we would recognize a liability of approximately \$485.3 million, assuming (i) that the Continuing Pre-IPO LLC Members exchanged all of their Portillo's OpCo units immediately after the completion of this offering at an assumed offering price of \$25.79 per share, the last reported share price of our Class A common stock on Nasdaq on August 4, 2022, (ii) no material changes in relevant tax law, (iii) that we have sufficient taxable income in each year to realize on a current basis the increased depreciation, amortization and other tax benefits that are the subject of the Tax Receivable Agreement and (iv) the underwriters' option to purchase additional shares of Class A common stock was not exercised.

These amounts are estimates and have been prepared for informational purposes only. The actual amount of deferred tax assets and related liabilities that we will recognize will differ based on, among other things, the timing of the exchanges, the price of shares of our Class A common stock at the time of the exchange and the tax rates then in effect.

- (5) Upon completion of this offering, we would hold 42,111,955 LLC Units, constituting 58.6% of the outstanding economic interests in Portillo's OpCo, assuming that the underwriters' option to purchase additional shares of Class A common stock was not exercised.

The following table is a reconciliation of the Offering Adjustments impacting non-controlling interest related to this offering (in thousands):

Gross proceeds from the Offering Adjustments	\$ 206,320
Payments of underwriting discounts and commissions	(7,221)
Payment of non-underwriting offering costs	<u>(1,100)</u>
Net cash proceeds received	197,999
Payment for purchase of LLC Units or shares of Class A common stock	<u>(199,099)</u>
Total	(1,100)
Non-controlling interest percentage	41.4%
Non-controlling interest	<u>\$ (455)</u>
Change in non-controlling interest due to change in ownership adjustment	44,512
Non-controlling interest adjustment	<u>\$ 44,057</u>

- (6) The following table is a reconciliation of the Offering Adjustments impacting Class A common stock:

Based on the sale of 8,000,000 shares of Class A common stock at an offering price of \$25.79 per share of common stock, which is the last reported share price of our Class A common stock on Nasdaq on August 4, 2022	8,000,000
Reorganization Parties shares sold	<u>(2,106,400)</u>
Total shares	5,893,600
\$0.01 par value	<u>\$ 0.01</u>
Class A common stock, par value (in thousands)	<u>\$ 59</u>



## [Table of Contents](#)

- (7) Represents an adjustment to stockholders' equity reflecting (i) par value of \$0.01 for Class A common stock and \$0.00001 for Class B common stock to be outstanding following the Offering Adjustments and (ii) a decrease of \$44.1 million in members' equity to allocate a portion of Portillo's Inc.'s equity to the noncontrolling interests, which is calculated as approximately 41.4% of total Stockholders' equity, as described in Note 5. The reconciliations below assume that the underwriters' option to purchase additional shares of Class A common stock was exercised.

The following table is a reconciliation of the Offering Adjustments impacting additional paid-in-capital for this offering (in thousands):

Gross proceeds from this offering	\$ 206,320
Payments of underwriting discounts and commissions	(7,221)
Payment for purchase of shares of Class A common stock	(199,099)
Net adjustment from recognition of deferred tax asset and tax receivable liability described in Note 2 and 4	(6,431)
Adjustment for noncontrolling interests as described in Note 5	44,057
Par value of Class A common stock as described in Note 6	(59)
Total	<u>\$ 37,567</u>

- (8) The following table is a reconciliation of the Offering Adjustments impacting retained earnings (accumulated deficit) for this offering (in thousands):

Payment for offering costs	\$1,100
Total	<u>\$1,100</u>

**PRINCIPAL STOCKHOLDERS**

The following table sets forth information regarding the beneficial ownership of our Class A common stock as of August 4, 2022 (i) prior to this offering, and (ii) following this offering by:

- each person or group whom we know to own beneficially more than 5% of our common stock;
- each of the directors and named executive officers individually; and
- all directors and executive officers as a group.

The following table assumes that the Continuing Pre-IPO LLC Members redeem or exchange all of their LLC Units and shares of Class B common stock for newly issued shares of our Class A common stock on a one-for-one basis. In accordance with the rules of the SEC, beneficial ownership includes voting or investment power with respect to securities and includes the shares issuable pursuant to stock options that are exercisable within 60 days of August 4, 2022. In computing the number of shares of our Class A common stock beneficially owned by a person and the percentage ownership, we deemed outstanding shares of our Class A common stock subject to options held by that person that are currently exercisable or exercisable within 60 days of August 4, 2022. We did not deem these shares of our Class A common stock outstanding, however, for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the address for each listed stockholder is: c/o Portillo's Inc., 2001 Spring Road, Suite 400, Oak Brook, Illinois 60523. To our knowledge, except as indicated in the footnotes to this table and pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all shares of common stock.

Name and Address of Beneficial Holder	Shares of Class A common stock beneficially owned before this offering		Shares of Class A common stock beneficially owned after this offering (assuming no exercise of the option to purchase additional shares)		Shares of Class A common stock beneficially owned after this offering (assuming full exercise of the option to purchase additional shares)	
	Number of Shares	Percentage of Shares	Number of Shares	Percentage of Shares	Number of Shares	Percentage of Shares
<b>5% stockholders</b>						
Funds managed by Berkshire(1)	45,554,689	65.61%	37,875,937	54.32%	36,724,122	52.64%
Select Equity Group, L.P.(2)	1,949,925	5.38%	1,949,925	4.63%	1,949,925	4.54%
<b>Named executive officers and directors:</b>						
Michael Osanloo	1,916,228	5.02%	1,916,228	4.35%	1,916,228	4.27%
Michelle Hook	24,335	*	24,335	*	24,335	*
Sherri Abruscato	550,777	1.50%	550,777	1.29%	550,777	1.26%
Michael A. Miles, Jr.	847,455	2.29%	847,455	1.97%	847,455	1.93%
Ann Bordelon	41,647	*	41,647	*	41,647	*
Noah Glass(3)	82,953	*	82,953	*	82,953	*
Gerard J. Hart(4)	109,714	*	109,714	*	109,714	*
Richard K. Lubin(5)	—	—	—	—	—	—
Joshua A. Lutzker(5)	—	—	—	—	—	—
Paulette Dodson	—	—	—	—	—	—
<b>All directors and executive officers as a group (15 persons):</b>	<b>4,131,792</b>	<b>10.42%</b>	<b>4,131,792</b>	<b>9.07%</b>	<b>4,131,792</b>	<b>8.90%</b>

\* Less than 1%

(1) Represents (i) 12,343,204 shares of Class A common stock owned by Berkshire Fund VIII-A, L.P. ("Berkshire Fund VIII-A"), (ii) 29,706,279 shares of Class B common stock owned by Berkshire Fund VIII, L.P. ("Berkshire Fund VIII"), (iii) 816,386 shares of Class B common stock owned by Berkshire

## Table of Contents

Investors III LLC (“Berkshire Investors III”), and (iv) 2,688,820 shares of Class B common stock owned by Berkshire Investors IV LLC (“Berkshire Investors IV” and together with Berkshire Fund VIII-A, Berkshire Fund VIII, Berkshire Investors III, the “Berkshire Entities”). Eighth Berkshire Associates LLC, a Delaware limited liability company (“8BA”), is the general partner of Berkshire Fund VIII-A and Berkshire Fund VIII. The managing members of 8BA are Samantha Adams, Michael C. Ascione, Matthew J. Berner, David C. Bordeau, Kenneth S. Bring, Kevin T. Callaghan, Matthew B. Gooch, Blake L. Gottesman, Christopher J. Hadley, Lawrence S. Hamelsky, Saad Hasan, Sharlyn C. Heslam, Elizabeth L. Hoffman, Matthew A. Janchar, Ross M. Jones, Benjamin D. Levy, Joshua A. Lutzker, Jonathan J. Meyer, Greg Pappas, Marni F. Payne, Anil Seetharam, Raleigh A. Shoemaker, Robert J. Small, Samuel W. Spirn and Edward J. Whelan, Jr. (the “Berkshire Principals”). Mr. Lutzker is a director of the Company. The Berkshire Principals are also the managing members of Berkshire Investors III and Berkshire Investors IV. Berkshire Fund VIII, Berkshire Fund VIII-A, Berkshire Investors III and Berkshire Investors IV often make acquisitions in, and dispose of, securities of an issuer on the same terms and conditions and at the same time. Berkshire Partners LLC, a Massachusetts limited liability company (“Berkshire Partners”), is the investment advisor to Berkshire Fund VIII and Berkshire Fund VIII-A (collectively, the “Funds”). The Berkshire Principals make investment and voting decisions for the Funds by majority vote. Berkshire Partners, the Funds, Berkshire Investors III, Berkshire Investors IV and 8BA may be deemed to constitute a “group” for purposes of Section 13(d) of the Exchange Act, although they do not admit to being part of a group, nor have they agreed to act as part of a group. The address of all the entities and the managing members mentioned above is 200 Clarendon Street, 35th Floor, Boston, Massachusetts 02116-5021.

- (2) According to Amendment No. 2 to Schedule 13G filed on May 23, 2022, Select Equity Group, L.P., a Delaware limited partnership (“Select LP”), SEG Partners II, L.P. a Delaware limited partnership (“SEG Partners II”), and George S. Loening, a United States citizen (“Loening”), who is the majority owner of Select L.P. and managing member of its general partner, and the managing member of SEG Partners II’s general partner, share voting control and investment discretion over part or all of the interests shown as follows: (i) Select LP shares voting and investment discretion over 1,949,925 shares, (ii) SEG Partners II shares voting and investment discretion over 1,170,987 shares and (iii) Loening shares voting and investment discretion over 1,949,925 shares. The business address of each of Select LP, SEG Partners II and Loening is 380 Lafayette Street, 6th Floor, New York, New York 10003.
- (3) Represents shares owned by the Glass Family Trust dated December 29, 2016.
- (4) Represents shares held by PENSCO Trust Company LLC, on behalf of and as custodian for the Gerard J. Hart IRA.
- (5) Excludes shares of Class A common stock and Class B common Stock held by the Berkshire Entities, as disclosed in footnote (1) above, in which Mr. Miles, Mr. Lubin and Mr. Lutzker have a pecuniary interest. Mr. Lubin and Mr. Lutzker disclaim beneficial ownership of the shares of Class A common stock and Class B common stock held by the Berkshire Entities except to the extent of their respective pecuniary interests therein.

**DESCRIPTION OF MATERIAL INDEBTEDNESS**

**First Lien Credit Facilities**

On August 1, 2014, Portillo’s Holdings, LLC, a Delaware limited liability company (the “Borrower”), entered into a first lien credit agreement (the “First Lien Credit Agreement”), among the Borrower, PHD Intermediate LLC, a Delaware limited liability company (“Holdings”), UBS AG, Stamford Branch, as administrative agent and collateral agent (the “First Lien Administrative Agent”), and the lenders from time to time party thereto, pursuant to which the lenders party thereto agreed to provide secured credit facilities, consisting of (i) an initial term loan facility in an original principal amount equal to \$335.0 million (the “Initial First Lien Term B Loans”) and (ii) a revolving credit facility in an original principal amount equal to \$30.0 million, including a letter of credit sub-facility with a \$7.5 million sublimit (the “Revolving Facility” and the loans thereunder, the “Revolving Loans”). On October 25, 2016, the Borrower entered into a first amendment to the First Lien Credit Agreement (the “First Amendment to First Lien Credit Agreement”), pursuant to which the lenders party thereto agreed to add additional term loans in a principal amount equal to \$71.0 million (the “First Lien Term B-2 Loans”). On May 18, 2018, the Borrower entered into a second amendment to the First Lien Credit Agreement pursuant to which the maturity date of the revolving loan commitments was extended. On December 6, 2019, the Borrower entered into a third amendment to the First Lien Credit Agreement (the “Third Amendment to First Lien Credit Agreement”), pursuant to which (i) the lenders party thereto agreed to increase the aggregate commitments with respect to the Revolving Facility to \$50.0 million and (ii) the Initial First Lien Term B Loans and the First Lien Term B-2 Loans were either repaid or converted into a single tranche of term loans (the “First Lien Term B-3 Loans,” and together with the Revolving Facility, the “First Lien Credit Facilities”).

*Interest Rate and Fees*

Borrowings under the First Lien Credit Facilities bear interest, at the Borrower’s option, at a rate per annum equal to either (a)(i) an adjusted London interbank offered rate (the “Eurocurrency Rate”); provided that in no event will the Eurocurrency Rate be less than 1.00% plus (ii) the applicable Eurocurrency Rate spread or (b)(i) the base rate (“Base Rate”) plus (ii) the applicable Base Rate spread. Base Rate is a floating rate per annum equal to the highest of (i) the federal funds effective rate plus 0.50%, (ii) to rate of interest in effect for such day as the Administrative Agent’s “prime rate,” and (iii) the Eurocurrency Rate for a 1-month interest period on such day plus 1.00%; provided that in no event will the Base Rate be less than 2.00%.

With respect to the First Lien Term B-3 Loans, the applicable spread for (i) any loans using the Eurocurrency Rate is 5.50% and (ii) any loans using the Base Rate is 4.50%.

The applicable Eurocurrency Rate spread and Base Rate spread for Revolving Loans and letters of credit and the commitment fee for the amount of unused commitments under the Revolving Facility will be calculated based upon the first lien net leverage ratio of the Borrower and its restricted subsidiaries on a consolidated basis, as set forth below.

<u>Pricing Level</u>	<u>Consolidated First Lien Net Leverage Ratio</u>	<u>Eurocurrency Rate spread Revolving Loans and Letters of Credit</u>	<u>Base Rate spread Revolving Loans</u>	<u>Commitment Fee Rate</u>
1	>4.25:1.00	3.75%	2.75%	0.500%
2	≤4.25:1.00 and >3.75:1.00	3.50%	2.50%	0.375%
3	≤3.75:1.00	3.25%	2.25%	0.250%

The following fees are required to be paid under the First Lien Credit Facilities:

- a participation fee to each revolving lender payable quarterly in arrears at a rate equal to the applicable Eurocurrency Rate for Revolving Loans multiplied by the daily face amount of such revolving lender’s letter of credit exposure;

## Table of Contents

- a customary fronting fee to each issuing bank payable quarterly in arrears on the daily face amount of such issuing bank's letter of credit exposure and such issuing bank's standard fees with respect to the issuance, amendment, renewal or extension of letters of credit or processing of drawings thereunder; and
- an annual administrative agency fee payable to the First Lien Administrative Agent.

### *Voluntary Prepayments*

Subject to certain notice requirements, the Borrower may voluntarily prepay outstanding loans under the First Lien Credit Agreement in whole or in part without premium or penalty other than customary "breakage" costs with respect to Eurocurrency Rate loans.

### *Amortization; Mandatory Prepayments; Final Maturity*

The First Lien Term B-3 Loans amortize at an annual rate equal to 1.00% per annum, payable in equal quarterly installments of 0.25% of the original principal amount of the First Lien Term B-3 Loans. The Revolving Loans do not require amortization payments.

In addition, the First Lien Credit Agreement requires mandatory prepayments of the loans thereunder with:

- 50% of excess cash flow for each fiscal year, minus, at the Borrower's option, the amount of any voluntary prepayment of loans under the First Lien Credit Facilities (in the case of any voluntary prepayment of Revolving Loans, to the extent accompanied by a permanent reduction of the related commitment), subject to other exceptions and subject to stepdowns to (i) 25% if the secured net leverage ratio is less than or equal to 5.50:00 and greater than 5.00:1.00 and (ii) 0% if the secured net leverage ratio is less than or equal to 5.00:1.00;
- 100% of the net cash proceeds of certain asset sales and/or insurance/condemnation events; and
- 100% of the net cash proceeds of any issuance or incurrence of debt that is not permitted by the First Lien Credit Agreement.

The maturity dates of the First Lien Term B-3 Loans and the Revolving Loans is September 6, 2024 and June 6, 2024, respectively.

### *Guarantors*

The obligations of the Borrower under the First Lien Credit Agreement are guaranteed by Holdings and each wholly-owned domestic subsidiary of the Borrower, subject to certain exceptions. Certain future-formed or acquired wholly owned domestic subsidiaries of the Borrower (subject to certain exceptions) will also be required to guarantee the obligations under the First Lien Credit Agreement.

### *Security*

The obligations of the Borrower under the First Lien Credit Agreement are secured by first-priority security interests in substantially all of the assets of the Borrower and the guarantors, subject to permitted liens and other exceptions.

### *Certain Covenants; Representations and Warranties*

The First Lien Credit Agreement contains customary affirmative covenants (including reporting obligations) and negative covenants and require the Borrower to make customary representations and warranties.



## Table of Contents

The negative covenants, among other things and subject to certain exceptions, limit the ability of the Borrower and certain of its subsidiaries to:

- incur or guarantee additional indebtedness;
- create liens;
- pay dividends or make other distributions in respect of equity;
- make payments in respect of subordinated debt;
- enter into burdensome agreements with negative pledge clauses or restrictions on subsidiary distributions;
- make investments, including acquisitions, loans, and advances;
- consolidate, merge, liquidate, or dissolve;
- sell, transfer, or otherwise dispose of assets;
- engage in transactions with affiliates;
- materially alter the business conducted by the Borrower and certain of its subsidiaries;
- change the fiscal year of the Borrower; and
- amend or otherwise change the terms of the documentation governing certain restricted debt.

### *Financial Covenant*

The Revolving Facility includes a springing financial covenant that will be tested only if the revolving credit exposure exceeds 35% of the aggregate amount of revolving credit commitments as of the last day of any fiscal quarter (which calculation will exclude letter of credit obligations that have been cash collateralized or backstopped in full and obligations with respect to other letters of credit in an aggregate amount not to exceed \$5.0 million). If such condition is met, the financial covenant requires the Borrower to maintain a ratio of consolidated first lien net debt to consolidated EBITDA (with certain adjustments) no greater than 6.50 to 1.00 on the last day of each of its four most recent fiscal quarters.

The First Lien Term B-3 Loans do not include a financial covenant.

### *Events of Default*

The First Lien Credit Agreement contains customary events of default, subject in certain circumstances to specified grace periods, thresholds and exceptions, including, among others, payment defaults, cross-defaults to certain material indebtedness, covenant defaults, material inaccuracy of representations and warranties, bankruptcy events, material judgments, material defects with respect to guarantees and collateral and change of control. If an event of default occurs, the lenders will be entitled to take various actions, including acceleration of the loans and termination of the commitments under the First Lien Credit Agreement, foreclosure on collateral and all other remedial actions available to a secured creditor. Bankruptcy events and the failure to pay certain amounts owing under the First Lien Credit Agreement may result in an increased interest rate equal to 2.00% per annum plus the applicable interest rate for such outstanding loans.

## DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of, and is qualified in its entirety by, our certificate of incorporation and bylaws, which are filed as exhibits to the registration statement of which this prospectus forms a part. Under “Description of Capital Stock,” “we,” “us,” “our” and “our company” refer to Portillo’s Inc.

### General

Our authorized capital stock consists of 380,000,000 shares of Class A common stock, par value \$0.01 per share, 50,000,000 shares of Class B common stock, par value \$0.00001, and 10,000,000 shares of preferred stock, par value \$0.01 per share. Unless our Board determines otherwise, we will issue all shares of our capital stock in uncertificated form.

### Common stock

#### *Class A Common Stock*

Holders of shares of our Class A common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. The holders of our Class A common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class A common stock are entitled to receive dividends when and if declared by our Board out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of our Class A common stock will be entitled to receive pro rata our remaining assets available for distribution.

All shares of our Class A common stock that will be outstanding at the time of the completion of the offering will be fully paid and non-assessable. The Class A common stock will not be subject to further calls or assessments by us. The rights, powers and privileges of our Class A common stock will be subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

#### *Class B Common Stock*

Each share of Class B common stock will entitle its holder to one vote per share on all matters submitted to a vote of our stockholders. If at any time the ratio at which LLC Units are redeemable or exchangeable for shares of our Class A common stock changes from one-for-one, the number of votes to which Class B common stockholders are entitled will be adjusted accordingly. The holders of our Class B common stock do not have cumulative voting rights in the election of directors.

Except for transfers to us pursuant to the Amended LLC Agreement or to certain permitted transferees, the LLC Units and corresponding shares of Class B common stock may not be sold, transferred or otherwise disposed of. Holders of shares of our Class B common stock will vote together with holders of our Class A common stock as a single class on all matters on which stockholders are entitled to vote, except as otherwise required by law.

## [Table of Contents](#)

The Class B common stock is not entitled to economic interests in Portillo's Inc. Holders of our Class B common stock do not have any right to receive dividends or to receive a distribution upon a liquidation or winding up of Portillo's Inc. However, if Portillo's OpCo makes distributions to Portillo's Inc., the other holders of LLC Units, including the Continuing Pre-IPO LLC Members, will be entitled to receive distributions pro rata in accordance with the percentages of their respective LLC Units. The Class B common stock will not be subject to further calls or assessment by us.

### **Preferred Stock**

No shares of preferred stock will be issued or outstanding immediately after the offering contemplated by this prospectus. Our amended and restated certificate of incorporation authorizes our Board to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or any stock exchange, the authorized shares of preferred stock will be available for issuance without further action by holders of our common stock. Our Board may determine, with respect to any series of preferred stock, the powers (including voting powers), preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, including, without limitation:

- the designation of the series;
- the number of shares of the series, which our Board may, except where otherwise provided in the preferred stock designation, increase (but not above the total number of authorized share of the class) or decrease (but not below the number of shares then outstanding);
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of our company;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of our company or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

We could issue a series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of the holders of our common stock might believe to be in their best interests or in which the holders of our common stock might receive a premium over the market price of the shares of common stock. Additionally, the issuance of preferred stock may adversely affect the holders of our common stock by restricting dividends on the common stock, diluting the voting power of the common stock or subordinating the liquidation rights of the common stock. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our common stock.

### **Authorized but Unissued Capital Stock**

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of the Nasdaq, which apply so long as the shares of Class A common stock remain listed

## [Table of Contents](#)

on the Nasdaq, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or the then outstanding number of shares of Class A common stock (we believe the position of the Nasdaq is that the calculation in this latter case treats as outstanding shares of Class A common stock issuable upon redemption or exchange of outstanding LLC Units not held by Portillo's Inc.). These additional shares of Class A common stock may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved common stock or preferred stock may be to enable our Board to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares at prices higher than prevailing market prices.

### **Dividends**

The DGCL permits a corporation to declare and pay dividends out of "surplus" or, if there is no "surplus," out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. "Surplus" is defined as the excess of the net assets of the corporation over the amount determined to be the capital of the corporation by its board of directors. The capital of the corporation is typically calculated to be (and cannot be less than) the aggregate par value of all issued shares of capital stock. Net assets equal the fair value of the total assets minus total liabilities. The DGCL also provides that dividends may not be paid out of net profits if, after the payment of the dividend, remaining capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets. Declaration and payment of any dividend will be subject to the discretion of our Board. See also "Dividend Policy."

### **Stockholder Meetings**

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that annual stockholder meetings will be held at a date, time and place, if any, as exclusively selected by our Board. Our amended and restated certificate of incorporation provides that, subject to any special rights of the holders as required by law, special meetings of the stockholders can only be called by the chairman of the Board, the chief executive officer of the Company. Stockholders are not permitted to call a special meeting or to require the Board to call a special meeting. To the extent permitted under applicable law, we may conduct meetings by remote communications, including by webcast.

### **Transferability, Redemption and Exchange**

Under the Amended LLC Agreement, the holders of LLC Units have the right, from and after the completion of the IPO, to require Portillo's OpCo to redeem all or a portion of their LLC Units for newly issued shares of Class A common stock on a one-for-one basis in accordance with the terms of the Amended LLC Agreement. Shares of Class B common stock will be canceled on a one-for-one basis if we, following a redemption request of a holder of LLC Units, redeem or exchange LLC Units of such holder of LLC Units pursuant to the terms of the Amended LLC Agreement.

Except for transfers to us pursuant to the Amended LLC Agreement or to certain permitted transferees, the LLC Units and corresponding shares of Class B common stock may not be sold, transferred or otherwise disposed of.

### **Other Provisions**

Neither the Class A common stock nor the Class B common stock has any preemptive or other subscription rights.

## [Table of Contents](#)

There will be no redemption, conversion or sinking fund provisions applicable to the Class A common stock or Class B common stock.

At such time when no LLC Units remain redeemable or exchangeable for shares of our Class A common stock, our Class B common stock will be canceled.

### **Anti-takeover Provisions**

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that delay, defer or discourage transactions involving an actual or potential change in control of us or change in our management. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are designed to encourage persons seeking to acquire control of us to first negotiate with our Board, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give our Board the power to discourage transactions that some stockholders may favor, including transactions in which stockholders might otherwise receive a premium for their shares or transactions that our stockholders might otherwise deem to be in their best interests. Accordingly, these provisions could adversely affect the price of our common stock.

### ***Special Meetings of Stockholders***

Our amended and restated bylaws provide that special meetings of the stockholders may be called only upon the request of a majority of our Board, our Chair or the Chief Executive Officer. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers or changes in control or management of our company.

### ***Advance Notice of Nominations and Other Business***

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of our Board or a committee of our Board. In order for any matter to be “properly brought” before a meeting, a stockholder will have to comply with the advance notice requirements of directors, which may be filled only by a vote of a majority of directors then in office, even though less than a quorum, and not by the stockholders. Our amended and restated bylaws allow the presiding officer at a meeting of the stockholders to adopt rules and regulations for the conduct of meetings, which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquiror from conducting a solicitation of proxies to elect the acquiror’s own slate of directors or otherwise attempting to obtain control of our company.

### ***Board of Directors and Related Provisions***

Our amended and restated certificate of incorporation provides that our Board will be elected annually to serve until the next annual meeting of stockholders or until their successors are duly elected and qualified. Our amended and restated bylaws will provide that our directors will be elected by plurality vote.

The number of directors constituting our Board is determined from time to time by our Board. Our amended and restated certificate of incorporation also provides that, subject to any rights of any preferred stock then outstanding, any director may be removed from office at any time with or without cause and only by the affirmative vote of the holders of a majority of the voting power of the shares entitled to vote for the election of directors, considered for this purpose as one class. In addition, subject to the rights of any holders of preferred stock, our amended and restated bylaws provide that any vacancy on the Board, including a vacancy that results from an increase in the number of directors, may be filled only by a majority of the directors then in office.

## [Table of Contents](#)

or by an affirmative vote of the sole remaining director, except that, for so long as stockholders may act by written consent, such vacancies may also be filled by a majority of the voting power of our outstanding common stock entitled to vote generally in the election of directors, voting together as a single class. This provision prevents stockholders from filling the resulting vacancies with their own nominees following such time that stockholders may not act by written consent.

### ***No Stockholder Action by Written Consent***

Our amended and restated certificate of incorporation provides that after the time that our Sponsor and its affiliates collectively own less than 50% of our then outstanding common stock, subject to the rights of any holders of preferred stock to act by written consent instead of a meeting, stockholder action may be taken only at an annual meeting or special meeting of stockholders and may not be taken by written consent instead of a meeting. Failure to satisfy any of the requirements for a stockholder meeting could delay, prevent or invalidate stockholder action.

### ***Section 203 of the DGCL***

Our amended and restated certificate of incorporation provides that the provisions of Section 203 of the DGCL, which relate to business combinations with interested stockholders, do not apply to us. Section 203 of the DGCL prohibits a publicly held Delaware corporation from engaging in a business combination transaction with an interested stockholder (a stockholder who owns more than 15% of our common stock) for a period of three years after the interested stockholder became such unless the transaction fits within an applicable exemption, such as Board approval of the business combination or the transaction that resulted in such stockholder becoming an interested stockholder. These provisions will apply even if the business combination could be considered beneficial by some stockholders. Our amended and restated certificate of incorporation contains provisions that have the same effect as Section 203 of the DGCL, but such provisions do not apply to our Sponsor and its affiliates. Although we have elected to opt out of the statute's provisions, we could elect to be subject to Section 203 in the future.

### **Amendment to Bylaws and Certificate of Incorporation**

Any amendment to our amended and restated certificate of incorporation must first be approved by a majority of our Board and if required by law, thereafter be approved by a majority of the outstanding shares entitled to vote on the amendment. Our amended and restated bylaws may be amended by (i) the affirmative vote of a majority of the directors then in office, subject to any limitations set forth in the bylaws, without further stockholder action or (ii) the affirmative vote of at least a majority of the outstanding shares entitled to vote on the amendment, without further action by our Board.

### **Exclusive Forum**

Our amended and restated certificate of incorporation provides that, unless we consent in writing to an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery lacks jurisdiction, a state court located within the State of Delaware or the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for any (i) derivative action or proceeding brought on our behalf, (ii) action asserting a claim of breach of a fiduciary duty or other wrongdoing by any current or former director, officer, employee, agent or stockholder to us or our stockholders, (iii) action asserting a claim arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation, or our amended and restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware.

Our amended and restated certificate of incorporation also provides that the foregoing exclusive forum provision does not apply to actions brought to enforce any liability or duty created by the Securities Act or Exchange Act, or any other claim or cause of action for which the federal courts have exclusive jurisdiction.



## [Table of Contents](#)

Additionally, because the Securities Act provides for concurrent federal and state jurisdiction, our amended and restated certificate of incorporation also provides that, unless we consent in writing to an alternative forum, the federal district courts of the United States shall be the sole and exclusive forum for the resolution of any action asserting a claim arising under the Securities Act, or the rules and regulations promulgated thereunder. Pursuant to the Exchange Act, claims arising there under must be brought in federal district courts of the United States.

To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in any shares of our capital stock shall be deemed to have notice of and consented to the forum provision in our amended and restated certificate of incorporation. In any case, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. Our amended and restated certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and consented to this choice of forum provision. These exclusive forum provisions may have the effect of discouraging lawsuits against our directors and officers.

### **Corporate Opportunities**

Our amended and restated certificate of incorporation provides that neither our Sponsor nor a director affiliated with our Sponsor has any obligation to offer us an opportunity to participate in business opportunities presented to our Sponsor even if the opportunity is one that we might reasonably have pursued (and therefore may be free to compete with us in the same business or similar businesses), and that, to the extent permitted by law, our Sponsor will not be liable to us or our stockholders for breach of any duty by reason of any such activities.

### **Listing**

Our Class A common stock is listed on the Nasdaq under the symbol "PTLO."

### **Transfer Agent and Registrar**

The transfer agent and registrar for the Class A common stock is American Stock Transfer & Trust Company, LLC.

## SHARES ELIGIBLE FOR FUTURE SALE

We cannot make any prediction as to the effect, if any, that sales of Class A common stock or the availability of Class A common stock for future sales will have on the market price of our Class A common stock. The market price of our Class A common stock could decline because of the sale of a large number of shares of our Class A common stock or the perception that such sales could occur in the future. These factors could also make it more difficult to raise funds through future offerings of Class A common stock. See “*Risk Factors—Risks Related to Our Class A common stock and This Offering—Future offerings of debt or equity securities by us may have a material adverse effect on the market price of our Class A common stock*” elsewhere in this prospectus.

### Sale of Restricted Shares

Upon consummation of this offering, we will have 42,111,955 shares of Class A common stock outstanding (or 71,891,676 shares of Class A common stock assuming that the Continuing Pre-IPO LLC Members redeem or exchange all of their LLC Units and shares of Class B common stock for newly issued shares of our Class A common stock on a one-for-one basis). The 23,310,810 shares sold in the IPO and the 8,000,000 shares sold in this offering are freely tradable, without further restriction or registration under the Securities Act, except any shares held by our “affiliates,” as that term is defined in Rule 144 under the Securities Act. In the absence of registration under the Securities Act, shares held by affiliates may only be sold in compliance with the limitations of Rule 144 described below or another exemption from the registration requirements of the Securities Act. As defined in Rule 144, an affiliate of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the issuer.

The Continuing Pre-IPO LLC Members own all of the shares of our Class B common stock. The Continuing Pre-IPO LLC Members, from time to time, may require Portillo’s OpCo to redeem or exchange all or a portion of their LLC Units for newly-issued shares of Class A common stock on a one-for-one basis. Shares of our Class B common stock will be canceled on a one-for-one basis if we, following a redemption request of a Continuing Pre-IPO LLC Member, redeem or exchange LLC Units of such Continuing Pre-IPO LLC Member pursuant to the terms of the Amended LLC Agreement. Shares of our Class A common stock issuable to the Continuing Pre-IPO LLC Members upon a redemption or exchange of LLC Units would be considered “restricted securities,” as that term is defined under Rule 144 and would also be subject to the “lock-up” period noted below.

Restricted securities may be sold in the public market only if they qualify for an exemption from registration under Rule 144 under the Securities Act, which is summarized below, or any other applicable exemption under the Securities Act, or pursuant to a registration statement that is effective under the Securities Act. Immediately following the consummation of this offering, the holders of approximately 52.7% of the shares of our Class A common stock (on an assumed as-exchanged basis) will be considered affiliates and will be entitled to dispose of their shares following the expiration of the lock-up period pursuant to the holding period, volume and other restrictions of Rule 144. Jefferies LLC and Morgan Stanley & Co. LLC are entitled to waive these lock-up provisions at their discretion prior to the expiration dates of such lock-up agreements.

### Lock-up Arrangements and Registration Rights

In connection with this offering, we, each of our directors and executive officers and the selling stockholders have agreed to enter into lock-up agreements that restrict the sale of our securities for 75 days after the date of this prospectus.

In addition, we entered into a registration rights agreement in connection with the IPO pursuant to which certain stockholders have the right, subject to certain conditions, to require us to register the sale of their shares of our common stock under federal securities laws. If these stockholders exercise this right, our other existing stockholders may require us to register their registrable securities.

## [Table of Contents](#)

Following the lock-up period (as defined herein), all of the shares of our common stock that are restricted securities or are held by our affiliates as of the date of this prospectus will be eligible for sale in the public market in compliance with Rule 144 under the Securities Act.

### **Lock-up Agreements**

In connection with this offering, our executive officers and directors and the selling stockholders in this offering have agreed that, for a period of 75 days from the date of this prospectus, they will not, without the prior written consent of Jefferies LLC and Morgan Stanley & Co. LLC, dispose of or hedge any shares of our common stock or any securities convertible into or exchangeable for our common stock (including LLC Units and options for shares of our Class A common stock) subject to certain exceptions. See “*Underwriting*.”

In connection with this offering and the “synthetic secondary,” Jefferies LLC and Morgan Stanley & Co. LLC intend to waive, with respect to the LLC Units and the shares of Class A common stock being sold in the “synthetic secondary,” the restrictions under the lock-up agreements applicable to the participants in the “synthetic secondary.” This waiver relates only to the sale of securities in the “synthetic secondary” and becomes effective at the time of pricing of this offering. The remaining securities held by such participants and not sold in the “synthetic secondary” will be locked up under the lock-up agreements entered into in connection with this offering.

### **Rule 144**

The shares of our Class A common stock sold in this offering will generally be freely transferable without restriction or further registration under the Securities Act, except that any shares of our Class A common stock held by an “affiliate” of ours may not be resold publicly except in compliance with the registration requirements of the Securities Act or under an exemption under Rule 144 or otherwise. Rule 144 permits our Class A common stock that has been acquired by a person who is an affiliate of ours, or has been an affiliate of ours within the past three months, to be sold into the market in an amount that does not exceed, during any three-month period, the greater of:

- one percent of the total number of shares of our Class A common stock outstanding; or
- the average weekly reported trading volume of our Class A common stock for the four calendar weeks prior to the sale.

Such sales are also subject to specific manner of sale provisions, a six-month holding period requirement, notice requirements and the availability of current public information about us.

Rule 144 also provides that a person who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has for at least two quarters beneficially owned shares of our Class A common stock that are restricted securities, will be entitled to freely sell such shares of our Class A common stock subject only to the availability of current public information regarding us. A person who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned for at least one year shares of our Class A common stock that are restricted securities, will be entitled to freely sell such shares of our Class A common stock under Rule 144 without regard to the current public information requirements of Rule 144.

### **Rule 701**

Rule 701 generally allows a stockholder who purchased shares of our capital stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required to wait until 90 days after the date of this prospectus before selling those shares pursuant to Rule 701.

**Stock Issued Under Employee Plans**

We filed registration statements on Form S-8 under the Securities Act on October 21, 2021 and October 28, 2021 (and post-effective amendments thereto on November 5, 2021), which became effective upon filing, to register an aggregate of 13,574,135 shares of Class A common stock issuable pursuant to awards granted under our 2021 Plan. Accordingly, shares of Class A common stock registered under such registration statement are available for sale in the open market following the effective date, unless such shares are subject to vesting restrictions with us, Rule 144 restrictions applicable to our affiliates or the lock-up restrictions described above.

## MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following is a summary of certain material U.S. federal income tax consequences of the purchase, ownership and disposition of shares of our Class A common stock as of the date hereof. Except where noted, this summary deals only with Class A common stock that is held as a capital asset by a non-U.S. holder (as defined below).

A “non-U.S. holder” means a beneficial owner of shares of our Class A common stock (other than an entity treated as a partnership for U.S. federal income tax purposes) that is not, for U.S. federal income tax purposes, any of the following:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below. This summary does not address all aspects of U.S. federal income taxes and does not deal with other U.S. federal taxes or with foreign, state, local or other tax considerations that may be relevant to non-U.S. holders in light of their particular circumstances. In addition, it does not represent a detailed description of the U.S. federal income tax consequences applicable to you if you are subject to special treatment under the U.S. federal income tax laws (including if you are a U.S. expatriate, foreign pension fund, “controlled foreign corporation,” “passive foreign investment company” or a partnership or other pass-through entity for U.S. federal income tax purposes). We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds shares of our Class A common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our Class A common stock, you should consult your tax advisors.

**If you are considering the purchase of our Class A common stock, you should consult your own tax advisors concerning the particular U.S. federal income tax consequences to you of the purchase, ownership and disposition of our Class A common stock, as well as the consequences to you arising under other U.S. federal tax laws and the laws of any other taxing jurisdiction.**

### Dividends

In the event that we make a distribution of cash or other property (other than certain pro rata distributions of our Class A common stock) in respect of shares of our Class A common stock, the distribution generally will be treated as a dividend for U.S. federal income tax purposes to the extent it is paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Any portion of a distribution that exceeds our current and accumulated earnings and profits generally will be treated first as a tax-free return of capital, causing a reduction in the adjusted tax basis of a non-U.S. holder’s Class A common stock, and to the extent the amount of the distribution exceeds a non-U.S. holder’s adjusted tax basis in shares of

our Class A common stock, the excess will be treated as gain from the disposition of shares of our Class A common stock (the tax treatment of which is discussed below under “—Gain on Disposition of Class A Common Stock”). Dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, subject to the discussion of FATCA below under “—Additional Withholding Requirements.” However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, are attributable to a U.S. permanent establishment) are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to U.S. federal income tax on a net income basis in the same manner as if the non-U.S. holder were a U.S. person as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional “branch profits tax” at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A non-U.S. holder who wishes to claim the benefit of an applicable treaty rate and avoid backup withholding, as discussed below, for dividends will be required (a) to provide the applicable withholding agent with a properly executed IRS Form W-8BEN or Form W-8BEN-E (or other applicable form) certifying under penalty of perjury that such holder is not a U.S. person as defined under the Code and is eligible for treaty benefits or (b) if our Class A common stock is held through certain foreign intermediaries, to satisfy the relevant certification requirements of applicable U.S. Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that are pass-through entities rather than corporations or individuals.

A non-U.S. holder eligible for a reduced rate of U.S. federal withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

### **Gain on Disposition of Class A Common Stock**

Subject to the discussion of backup withholding below, any gain realized by a non-U.S. holder on the sale or other disposition of our Class A common stock generally will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment of the non-U.S. holder);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a “U.S. real property holding corporation” for U.S. federal income tax purposes and certain other conditions are met.

A non-U.S. holder described in the first bullet point immediately above will be subject to tax on the gain derived from the sale or other disposition in the same manner as if the non-U.S. holder were a U.S. person as defined under the Code. In addition, if any non-U.S. holder described in the first bullet point immediately above is a foreign corporation, the gain realized by such non-U.S. holder may be subject to an additional “branch profits tax” at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a 30% (or such lower rate as may be specified by an applicable income tax treaty) tax on the gain derived from the sale or other disposition, which gain may be offset by U.S. source capital losses even though the individual is not considered a resident of the United States, provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

Generally, a corporation is a “U.S. real property holding corporation” if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real



## [Table of Contents](#)

property interests and its other assets used or held for use in a trade or business (all as determined for U.S. federal income tax purposes). We believe we are not and do not anticipate becoming a “U.S. real property holding corporation” for U.S. federal income tax purposes.

### **Information Reporting and Backup Withholding**

Distributions paid to a non-U.S. holder and the amount of any tax withheld with respect to such distributions generally will be reported to the IRS. Copies of the information returns reporting such distributions and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will not be subject to backup withholding on dividends received if such holder certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person as defined under the Code), or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale or other disposition of our Class A common stock made within the United States or conducted through certain U.S.-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person as defined under the Code), or such owner otherwise establishes an exemption.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a non-U.S. holder’s U.S. federal income tax liability provided the required information is timely furnished to the IRS.

### **Additional Withholding Requirements**

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as FATCA), a 30% U.S. federal withholding tax may apply to any dividends paid on our Class A common stock to (i) a “foreign financial institution” (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner which avoids withholding, or (ii) a “non-financial foreign entity” (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA or (y) adequate information regarding certain substantial U.S. beneficial owners of such entity (if any). Under proposed U.S. Treasury regulations promulgated by the Treasury Department on December 13, 2018, which state that taxpayers may rely on the proposed Treasury regulations until final Treasury regulations are issued, this withholding tax will not apply to the gross proceeds from the sale or disposition of our Class A common stock. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. If a dividend payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under “—Dividends,” the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. You should consult your own tax advisors regarding these requirements and whether they may be relevant to your ownership and disposition of our Class A common stock.

## UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated \_\_\_\_\_, 2022, among us and Jefferies LLC and Morgan Stanley & Co. LLC as the representatives of the underwriters named below, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of shares of Class A common stock shown opposite its name below.

<u>Underwriter</u>	<u>Number of Shares</u>
Jefferies LLC	
Morgan Stanley & Co. LLC	
BofA Securities, Inc.	
Piper Sandler & Co.	
Total	<u>8,000,000</u>

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of Class A common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the completion of this offering, they currently intend to make a market in the Class A common stock as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the Class A common stock, that you will be able to sell any of the common stock held by you at a particular time or that the prices that you receive when you sell will be favorable.

The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares of Class A common stock from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

### Commission and Expenses

The underwriters have advised us that they propose to offer the shares of Class A common stock to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of \$ \_\_\_\_\_ per share of Class A common stock. After the offering, the public offering price, concession and reallowance to dealers may be reduced by the representatives. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares of Class A common stock.

## [Table of Contents](#)

		Total	
	Per Share	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares
Public offering price	\$	\$	\$
Underwriting discounts and commissions paid by us	\$	\$	\$
Proceeds to us, before expenses	\$	\$	\$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately \$1,100,000.

### **Listing**

Our common stock is listed on the Nasdaq under the trading symbol "PTLO."

### **Stamp Taxes**

If you purchase shares of common stock offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

### **Option to Purchase Additional Shares**

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of 1,200,000 shares of Class A common stock from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares of Class A common stock proportionate to that underwriter's initial purchase commitment as indicated in the table above.

### **No Sales of Similar Securities**

In connection with this offering, our executive officers and directors and the selling stockholders in this offering have agreed that, for a period of 75 days from the date of this prospectus (the "lock-up period"), they will not, without the prior written consent of Jefferies LLC and Morgan Stanley & Co. LLC, dispose of or hedge any shares of our common stock or any securities convertible into or exchangeable for our common stock (including LLC Units and options for shares of our Class A common stock) subject to certain exceptions noted below.

During the lock-up period, we and our officers, directors and certain Pre-IPO LLC Members and Reorganization Parties have agreed not to directly or indirectly, without the prior written consent of Jefferies LLC and Morgan Stanley & Co. LLC:

- sell or offer to sell any shares of Class A common stock or Related Securities, in each case currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act), or
- enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of shares of Class A common stock or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise, or
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration

## [Table of Contents](#)

statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or otherwise dispose of any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or

- publicly announce an intention to do any of the foregoing.

The foregoing lock-up restrictions will not apply to the registration of the offer and sale of shares of Class A common stock, the sale of shares of Class A common stock to the underwriters, the sale of the stockholder's LLC Units, shares of Class A common stock or other Related Securities to us or any of our subsidiaries in connection with the purchase of LLC Units from the stockholder by us or any of our subsidiaries with the net proceeds of this offering, and any exchange, transfer or sale as contemplated by this prospectus. In addition, the foregoing lock-up restrictions shall not apply to the transfer of shares of Class A common stock or Related Securities:

- by gift or for bona fide estate planning purposes;
- by will or intestate succession;
- to a family member or to a trust whose beneficiaries consist exclusively of one or more of the signatory and/or a family member, or if the signatory is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;
- to a partnership, limited liability company or other entity of which a signatory or the immediate family of the signatory are the legal and beneficial owner of all of the outstanding equity securities or similar interests;
- to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under the first four bullet points above;
- if the signatory is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act) of the signatory, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the signatory or affiliates of the signatory (including, for the avoidance of doubt, where the signatory is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to members, partners or shareholders of the signatory;
- by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement;
- to the Company from an employee of the Company upon death, disability or termination of employment or other service relationship with the Company or the signatory's failure to meet certain conditions set out upon receipt of such securities, in each case, of such employee;
- as part of a sale of shares of Class A common stock or Related Securities acquired in open market transactions after the completion of this offering;
- pursuant to an order of a court or regulatory agency having jurisdiction over the signatory;
- in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of Class A common stock or Related Securities (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights; provided that any such shares of Class A common stock received upon such exercise, vesting or settlement shall be subject to the terms of this letter agreement; and provided further that any such restricted stock units, options, warrants or rights are held by the

## [Table of Contents](#)

signatory pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in this prospectus;

- pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the board of directors of the Company and made to all holders of the Company's capital stock involving the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the signatory's shares of Class A common stock and Related Securities shall remain subject to the provisions of the lock-up agreement; or
- the establishment of trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Class A common stock or Related Securities; provided that (1) such plans do not provide for the transfer of such shares of Class A common stock or Related Securities during the lock-up period and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan.

*provided*, that in the case of any transfer pursuant to the first through seventh bullets above, such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver a written agreement accepting the restrictions set forth in the preceding paragraph; *provided further* that in the case of any transfer pursuant to the first, and third through eleventh bullets above, it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Class A common stock or Related Securities in connection with such transfer or distribution shall be legally required during the lock-up period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer.

Jefferies LLC and Morgan Stanley & Co. LLC may, in their sole discretion and at any time or from time to time before the termination of the lock-up period release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our shareholders who will execute a lock-up agreement, providing consent to the sale of shares prior to the expiration of the lock-up period.

In connection with this offering and the "synthetic secondary," Jefferies LLC and Morgan Stanley & Co. LLC intend to waive, with respect to the LLC Units and the shares of Class A common stock, as the case may be, in the "synthetic secondary," the restrictions under the lock-up agreements applicable to the participants in the "synthetic secondary". This waiver relates only to the sale of securities in the "synthetic secondary" and becomes effective at the time of pricing of this offering. The remaining securities held by such participants and not sold in the "synthetic secondary" will be locked up under the lock-up agreements entered into in connection with this offering.

### **Stabilization**

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the common stock at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either "covered" short sales or "naked" short sales.

## [Table of Contents](#)

“Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of our common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of our common stock or purchasing shares of our common stock in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares.

“Naked” short sales are sales in excess of the option to purchase additional shares of our common stock. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of our common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the common stock. A syndicate covering transaction is the bid for or the purchase of shares of common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriter’s purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we, nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

### **Electronic Distribution**

A prospectus in electronic format may be made available by e-mail or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters’ web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

### **Other Activities and Relationships**

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriter and certain of its affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses, including acting as underwriters for our IPO.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative

## [Table of Contents](#)

securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the common stock offered hereby. Any such short positions could adversely affect future trading prices of the common stock offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In addition, certain of the underwriters and/or their affiliates are lenders under our First Lien Credit Facilities.

### **Selling Restrictions**

#### **Canada**

##### *Resale Restrictions*

The distribution of the shares in Canada is being made only in the provinces of Ontario, Quebec, Alberta, British Columbia, Manitoba, New Brunswick and Nova Scotia on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of these shares are made. Any resale of the shares in Canada must be made under applicable securities laws which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the shares.

##### *Representations of Canadian Purchasers*

By purchasing shares in Canada and accepting delivery of a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- (a) the purchaser is entitled under applicable provincial securities laws to purchase the shares without the benefit of a prospectus qualified under those securities laws as it is an “accredited investor” as defined under National Instrument 45-106 – *Prospectus Exemptions* or Section 73.3(1) of the *Securities Act* (Ontario), as applicable,
- (b) the purchaser is a “permitted client” as defined in National Instrument 31-103—*Registration Requirements, Exemptions and Ongoing Registrant Obligations*,
- (c) where required by law, the purchaser is purchasing as principal and not as agent, and
- (d) the purchaser has reviewed the text above under Resale Restrictions.

##### *Conflicts of Interest*

Canadian purchasers are hereby notified that certain of the underwriters are relying on the exemption set out in section 3A.3 or 3A.4, if applicable, of National Instrument 33-105 – *Underwriting Conflicts* from having to provide certain conflict of interest disclosure in this document.

##### *Statutory Rights of Action*

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the prospectus (including any amendment thereto) such as this document contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser



## Table of Contents

within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser of these shares in Canada should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

### *Enforcement of Legal Rights*

All of our directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon us or those persons. All or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada.

### *Taxation and Eligibility for Investment*

Canadian purchasers of shares should consult their own legal and tax advisors with respect to the tax consequences of an investment in the share in their particular circumstances and about the eligibility of the shares for investment by the purchaser under relevant Canadian legislation.

### **Australia**

This prospectus is not a disclosure document for the purposes of Australia's Corporations Act 2001 (Cth) of Australia, or Corporations Act, has not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

You confirm and warrant that you are either:

- (a) a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;
- (b) a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the Company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made;
- (c) a person associated with the Company under Section 708(12) of the Corporations Act; or
- (d) a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act.

To the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor, associated person or professional investor under the Corporations Act any offer made to you under this prospectus is void and incapable of acceptance.

You warrant and agree that you will not offer any of the shares issued to you pursuant to this prospectus for resale in Australia within 12 months of those shares being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

### **European Economic Area**

In relation to each Member State of the European Economic Area (each, a "Relevant State"), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which have been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority

## Table of Contents

in that Relevant State, all in accordance with the Prospectus Regulation, except that the shares may be offered to the public in that Relevant State at any time:

- (a) to any legal entity which is a “qualified investor” as defined under Article 2 of the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the Prospectus Regulation), subject to obtaining the prior consent of representatives for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the shares shall require us or any of the representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression “offer to the public” in relation to the shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

### ***Hong Kong***

No shares have been offered or sold, and no shares may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (“SFO”) and any rules made under that Ordinance; or in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong (“CO”) or which do not constitute an offer or invitation to the public for the purpose of the CO or the SFO. No document, invitation or advertisement relating to the shares has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under that Ordinance.

This prospectus has not been registered with the Registrar of Companies in Hong Kong. Accordingly, this prospectus may not be issued, circulated or distributed in Hong Kong, and the shares may not be offered for subscription to members of the public in Hong Kong. Each person acquiring the shares will be required, and is deemed by the acquisition of the shares, to confirm that he is aware of the restriction on offers of the shares described in this prospectus and the relevant offering documents and that he is not acquiring, and has not been offered any shares in circumstances that contravene any such restrictions.

### ***Israel***

This document does not constitute a prospectus under the Israeli Securities Law, 5728-1968, or the Securities Law, and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, and any offer of the shares is directed only at, (i) a limited number of persons in accordance with the Israeli Securities Law and (ii) investors listed in the first addendum, or the Addendum, to the Israeli Securities Law, consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters, venture capital funds, entities with equity in excess of NIS 50 million and “qualified individuals,” each as defined in the Addendum (as it may be amended from time to time), collectively

## Table of Contents

referred to as qualified investors (in each case, purchasing for their own account or, where permitted under the Addendum, for the accounts of their clients who are investors listed in the Addendum). Qualified investors are required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

### **Japan**

The offering has not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended), or FIEL, and the underwriters will not offer or sell any shares, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

### **Singapore**

This prospectus has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:
  - i. to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
  - ii. where no consideration is or will be given for the transfer;
  - iii. where the transfer is by operation of law;
  - iv. as specified in Section 276(7) of the SFA; or
  - v. as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

### **Switzerland**

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This prospectus

## [Table of Contents](#)

has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the Company or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

### **United Kingdom**

No shares have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the shares which has been approved by the Financial Conduct Authority, except that the shares may be offered to the public in the United Kingdom at any time:

- (a) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or
- (c) in any other circumstances falling within Section 86 of the FSMA,

provided that no such offer of the shares shall require the Company or any Manager to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an “offer to the public” in relation to the shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares and the expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

## LEGAL MATTERS

Weil, Gotshal & Manges LLP, New York, New York, has passed upon the validity of the Class A common stock offered hereby on behalf of us. Certain legal matters will be passed upon on behalf of the underwriters by Latham & Watkins LLP.

## EXPERTS

The financial statements of Portillo's Inc. as of December 26, 2021 and December 27, 2020 and for each of the three years in the period ended December 26, 2021, incorporated by reference in this Prospectus by reference to Portillo's Inc.'s annual report on Form 10-K for the fiscal year ended December 26, 2021 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such financial statements are incorporated by reference in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our Class A common stock offered by this prospectus. For purposes of this section, the term registration statement means the original registration statement and any and all amendments including the schedules and exhibits to the original registration statement or any amendment. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules thereto as permitted by the rules and regulations of the SEC. For further information about us and our Class A common stock, you should refer to the registration statement, including the exhibits. This prospectus summarizes provisions that we consider material of certain contracts and other documents to which we refer you. Because the summaries may not contain all of the information that you may find important, you should review the full text of those documents.

This registration statement, including its exhibits and schedules, will be filed with the SEC. The SEC maintains a website at <http://www.sec.gov> from which interested persons can electronically access the registration statement, including the exhibits and schedules to the registration statement. We intend to furnish our stockholders with annual reports containing financial statements audited by our independent auditors.

We have not authorized anyone to give you any information or to make any representations about us or the transactions we discuss in this prospectus other than those contained in this prospectus. If you are given any information or representations about these matters that is not discussed in this prospectus, you must not rely on that information. This prospectus is not an offer to sell or a solicitation of an offer to buy securities anywhere or to anyone where or to whom we are not permitted to offer or sell securities under applicable law.

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We are “incorporating by reference” into this prospectus certain information that we have filed with the SEC, which means that we are disclosing important information to you by referring you to that document we have filed separately with the SEC. The documents that have been incorporated by reference are an important part of the prospectus, and you should review that information in order to understand the nature of any investment by you in the Class A common stock. Any statement contained in a document or report incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. We are incorporating by reference the documents listed below:

This prospectus incorporates by reference the following (excluding any portions of such documents that have been “furnished” but not “filed” for purposes of the Exchange Act, unless otherwise expressly identified in such filings as being incorporated by reference into this prospectus):

- our Annual Report on [Form 10-K](#) for the fiscal year ended December 26, 2021, filed with the SEC on March 10, 2022;
- our [Definitive Proxy Statement](#) filed with the SEC on May 9, 2022;
- our Quarterly Report on Form 10-Q for the quarter ended March 27, 2022 filed with the SEC on [May 5, 2022](#) and our Quarterly Report on Form 10-Q for the quarter ended June 26, 2022 filed with the SEC on [August 4, 2022](#); and
- our Current Reports on Form 8-K filed with the SEC on [April 20, 2022](#) and [June 27, 2022](#);

We are also incorporating by reference additional documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this prospectus through the completion of the offering. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed “filed” with the SEC, including any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

Statements contained in this prospectus as to the contents of any contract or other document referred to in this prospectus do not purport to be complete, and, where reference is made to the particular provisions of such contract or other document, such provisions are qualified in all respects by reference to all of the provisions of such contract or other document.

You may obtain copies of these documents free of charge on our website, <https://investors.portillos.com/financial-information/annual-reports>, as soon as reasonably practicable after they have been filed with the SEC and through the SEC’s website, <http://www.sec.gov>. You may also obtain such documents by submitting a written request either to the General Counsel and Secretary, Portillo’s, Inc., 2001 Spring Road, Suite 400, Oak Brook, IL 60523, or to [Investors@portillos.com](mailto:Investors@portillos.com), or an oral request by calling the Company’s General Counsel and Secretary at (877) 596-1991. The Company will provide to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or all of the reports that have been incorporated by reference in the prospectus contained in the registration statement but not delivered with the prospectus upon oral or written request, at no cost to the requester, by contacting the Company as noted above.



**8,000,000 Shares**

**Class A Common Stock**

---

**PRELIMINARY PROSPECTUS**

---

**Jefferies**

**Morgan Stanley**

**BofA Securities**

**Piper Sandler**

, 2022

---

---



**PART II—INFORMATION NOT REQUIRED IN PROSPECTUS****Item 13. Other Expenses of Issuance and Distribution.**

The following table sets forth all costs and expenses, other than the underwriting discount, paid or payable by us in connection with the sale of the Class A common stock being registered. All amounts shown are estimates except for the SEC registration fee and the Financial Industry Regulatory Authority (“FINRA”) filing fee.

	<b>Amount Paid or to be Paid</b>
SEC registration fee	\$ 20,468
FINRA filing fee	32,970
Printing and engraving expenses	245,000
Legal fees and expenses	350,000
Accounting fees and expenses	350,000
Transfer agent and registrar fees and expenses	5,000
Miscellaneous expenses	96,562
Total	<u>\$ 1,100,000</u>

**Item 14. Indemnification of Officers and Directors.**

The Registrant is governed by the DGCL. Section 145 of the DGCL provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was or is an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such officer, director, employee or agent acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the corporation’s best interest and, for criminal proceedings, had no reasonable cause to believe that such person’s conduct was unlawful. A Delaware corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys’ fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys’ fees) which such officer or director actually and reasonably incurred in connection therewith.

The Registrant’s amended and restated bylaws will authorize the indemnification of its officers and directors, consistent with Section 145 of the DGCL, as amended. The Registrant intends to enter into indemnification agreements with each of its directors and executive officers. These agreements, among other things, will require the Registrant to indemnify each director and executive officer to the fullest extent permitted by Delaware law, including indemnification of expenses such as attorneys’ fees, judgments, fines and settlement amounts incurred by the director or executive officer in any action or proceeding, including any action or proceeding by or in right of the Registrant, arising out of the person’s services as a director or executive officer.

## [Table of Contents](#)

Reference is made to Section 102(b)(7) of the DGCL, which enables a corporation in its original amended and restated certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director for violations of the director's fiduciary duty, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL, which provides for liability of directors for unlawful payments of dividends of unlawful stock purchase or redemptions or (iv) for any transaction from which a director derived an improper personal benefit.

The Registrant expects to maintain standard policies of insurance that provide coverage (i) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (ii) to the Registrant with respect to indemnification payments that it may make to such directors and officers.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement provides for indemnification to the Registrant's directors and officers by the underwriters against certain liabilities.

### **Item 15. Recent Sales of Unregistered Securities**

The following sets forth information regarding securities sold or issued by the predecessors to the registrant in the three years preceding the date of this registration statement. No underwriters were involved in these sales. There was no general solicitation of investors or advertising, and we did not pay or give, directly or indirectly, any commission or other remuneration, in connection with the offering of these shares. In each of the transactions described below, the recipients of the securities represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the securities issued in these transactions.

#### ***LLC Unit Issuances***

- (1) From August 2018 to October 2021, PHD Group Holdings LLC issued 4,479,404.09 LLC Units to board members in exchange for capital contributions.
- (2) In December 2018, PHD Group Holdings LLC issued 2,173,913.04 LLC Units to a management member in exchange for a capital contribution and promissory note payable to PHD Group Holdings LLC. In connection with such issuance, PHD Group Holdings LLC and the management member entered into a promissory note for \$1,000,000 whereby any dividends and distributions received from the LLC Units will be used to pay off the principal amount under the promissory note.

#### ***Option Grants and Common Stock Issuances***

- (3) From October 2018 to October 2021, PHD Group Holdings LLC granted to its directors, officers, employees and consultants options to purchase an aggregate of 23,725,176 LLC Units under its 2014 Equity Incentive Plan, at exercise prices ranging from \$0.58 to \$0.78 per share.
- (4) In June 2021, Portillo's Inc. issued 100 shares of common stock to PHD Group Holdings LLC in exchange for a capital contribution of \$1.00.
- (5) In October 2021, Portillo's Inc. issued 12,496,361 shares of Class A common stock to the Reorganization Parties and 35,673,321 shares of Class B common stock to the Continuing Pre-IPO LLC Members, each in connection with the Reorganization Transactions and the IPO.

The offers, sales and issuances of the securities described in (3), (4) and (5) above were deemed to be exempt from registration in reliance upon Section 4(a)(2) of the Securities Act or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions between an issuer not involving any public offering within the

## Table of Contents

meaning of Section 4(a)(2) of the Securities Act or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. The recipients in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof.

### **Item 16. Exhibits and Financial Statement Schedules**

#### **(a) Exhibits:**

<u>Exhibit No.</u>	<u>Description</u>
1.1*	<a href="#"><u>Form of Underwriting Agreement</u></a>
3.1	<a href="#"><u>Amended and Restated Certificate of Incorporation of Portillo's Inc. (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of Portillo's Inc. (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)</u></a>
4.1	<a href="#"><u>Form of Certificate of Class A Common Stock. (incorporated by reference to Exhibit 4.1 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a>
5.1*	<a href="#"><u>Opinion of Weil, Gotshal &amp; Manges LLP</u></a>
10.1(a)	<a href="#"><u>First Lien Credit Agreement, dated as of August 1, 2014, among Portillo's Holdings, LLC, as Borrower, PHD Intermediate LLC, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the lenders from time to time party thereto. (incorporated by reference to Exhibit 10.1(a) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a>
10.1(b)	<a href="#"><u>First Amendment to First Lien Credit Agreement, dated as of October 25, 2016, among Portillo's Holdings, LLC, as Borrower, PHD Intermediate LLC, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the lenders from time to time party thereto. (incorporated by reference to Exhibit 10.1(b) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a>
10.1(c)	<a href="#"><u>Second Amendment to First Lien Credit Agreement, dated as of May 18, 2018, among Portillo's Holdings, LLC, as Borrower, PHD Intermediate LLC, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the lenders from time to time party thereto. (incorporated by reference to Exhibit 10.1(c) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a>
10.1(d)	<a href="#"><u>Third Amendment to First Lien Credit Agreement, dated as of December 6, 2019, among Portillo's Holdings, LLC, as Borrower, PHD Intermediate LLC, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the lenders from time to time party thereto. (incorporated by reference to Exhibit 10.1(d) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a>
10.3	<a href="#"><u>2014 Equity Incentive Plan. (incorporated by reference to Exhibit 10.3 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)†</u></a>
10.4	<a href="#"><u>Portillo's Inc. 2021 Equity Incentive Plan. (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)†</u></a>
10.5(a)	<a href="#"><u>Form of Time Option Award Agreement under 2014 Equity Incentive Plan. (incorporated by reference to Exhibit 10.5(a) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)†</u></a>

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
10.5(b)	<a href="#"><u>Form of Performance Option Award Agreement under 2014 Equity Incentive Plan. (incorporated by reference to Exhibit 10.5(b) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.5(c)	<a href="#"><u>Form of Time Option Award Agreement under 2014 Equity Incentive Plan (Independent Directors). (incorporated by reference to Exhibit 10.5(c) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.5(d)	<a href="#"><u>Form of Performance Option Award Agreement under 2014 Equity Incentive Plan (Independent Directors). (incorporated by reference to Exhibit 10.5(d) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.6(a)	<a href="#"><u>Form of restricted stock unit award agreement under Portillo's Inc. 2021 Equity Incentive Plan. (incorporated by reference to Exhibit 10.6(a) to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.6(b)	<a href="#"><u>Form of option award agreement under Portillo's Inc. 2021 Equity Incentive Plan. (incorporated by reference to Exhibit 10.6(b) to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)</u></a> †
10.7	<a href="#"><u>Form of 2021 Executive Officer and Director Indemnification Agreement for Portillo's Inc. (incorporated by reference to Exhibit 10.7 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.8	<a href="#"><u>Employment Agreement between PHD Group Holdings LLC and Michael Osanloo, entered into as of August 3, 2018. (incorporated by reference to Exhibit 10.8 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.9	<a href="#"><u>Employment Agreement between PHD Group Holdings LLC and Sherri Abruscato, entered into as of August 1, 2014. (incorporated by reference to Exhibit 10.9 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.10	<a href="#"><u>Letter Agreement between PHD Group Holdings LLC and Michelle Hook entered into as of November 14, 2020. (incorporated by reference to Exhibit 10.10 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.11	<a href="#"><u>Letter Agreement between PHD Group Holdings LLC and Jill Waite entered into as of May 22, 2019. (incorporated by reference to Exhibit 10.11 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</u></a> †
10.12	<a href="#"><u>Tax Receivable Agreement among Portillo's Inc. and the TRA Parties. (incorporated by reference to Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)</u></a>
10.13	<a href="#"><u>Amended LLC Agreement (incorporated by reference to Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)</u></a>
10.14	<a href="#"><u>Form of Registration Rights Agreement (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2021 filed with the SEC on November 18, 2021)</u></a>
10.15*	<a href="#"><u>Form of Stock and Unit Purchase Agreement by and among Portillo's Inc. and the parties named therein.</u></a>
10.16	<a href="#"><u>Portillo's Inc. Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 26, 2022 filed with the SEC on August 4, 2022)</u></a>

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
21.1	<a href="#">List of subsidiaries (incorporated by reference to Exhibit 21.1 to the Amendment No. 5 to the Company's Registration Statement on Form S-1 (File No. 333-259810) filed with the SEC on October 20, 2021)</a>
23.1*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm, for Portillo's Inc. and subsidiaries</a>
23.3*	<a href="#">Consent of Weil, Gotshal &amp; Manges LLP (included in Exhibit 5.1)</a>
24.1	<a href="#">Power of Attorney (included on signature page)</a>
107*	<a href="#">Filing Fee Table</a>

† Management contract or compensatory plan or arrangement.

\* Filed herewith.

### **(b) Financial Statement Schedules:**

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes thereto.

### **Item 17. Undertakings**

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Oak Brook, State of Illinois, on August 8, 2022.

### PORTILLO'S INC.

By: /s/ Michelle Hook  
Name: Michelle Hook  
Title: Chief Financial Officer and Treasurer

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Michael Osanloo, Michelle Hook and Susan Shelton or any of them, each acting alone, his/her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his/her name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-1 (including all pre-effective and post-effective amendments and registration statements filed pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on August 8, 2022.

<u>Signature</u>	<u>Title</u>
<u>/s/ Michael Osanloo</u> Michael Osanloo	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Michelle Hook</u> Michelle Hook	Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)
<u>/s/ Ann Bordelon</u> Ann Bordelon	Director
<u>/s/ Paulette Dodson</u> Paulette Dodson	Director
<u>/s/ Noah Glass</u> Noah Glass	Director
<u>/s/ Gerard J. Hart</u> Gerard J. Hart	Director
<u>/s/ Richard K. Lubin</u> Richard K. Lubin	Director
<u>/s/ Joshua A. Lutzker</u> Joshua A. Lutzker	Director
<u>/s/ Michael A. Miles, Jr.</u> Michael A. Miles, Jr.	Director

**Portillo's Inc.**  
**Class A Common Stock, Par Value \$0.01 Per Share**

**Underwriting Agreement**

August [●], 2022

Jefferies LLC  
520 Madison Avenue  
New York, New York 10022

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

As representatives (the "Representatives") of the several Underwriters  
named in Schedule I hereto

Ladies and Gentlemen:

Portillo's Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this "Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of 8,000,000 shares (the "Firm Shares") and, at the election of the Underwriters, up to 1,200,000 additional shares (the "Optional Shares") of Class A common stock, par value \$0.01 per share ("Stock"), of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares").

The Company and PHD Holdings, LLC, a Delaware limited liability company, are collectively referred to herein as the "Portillo's Parties."

1. The Portillo's Parties represent and warrant to, and agree with, each of the Underwriters that:

(a) A registration statement on Form S-1 (File No. 333-[●]) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or, to the Portillo's Parties' knowledge, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or



filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a “Preliminary Prospectus”; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the “Registration Statement”; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the “Pricing Prospectus”; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called a “Prospectus”; and any oral or written communication with potential investors undertaken in reliance on Rule 163B under the Act is hereinafter called a “Testing-the-Waters Communication”; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a “Written Testing-the-Waters Communication” and any “issuer free writing prospectus” as defined in Rule 433 under the Act relating to the Shares is hereinafter called an “Issuer Free Writing Prospectus”);

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(c) of this Agreement);

(c) For the purposes of this Agreement, the “Applicable Time” is [●] p.m. (Eastern time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule II(c) hereto, taken together (collectively, the “Pricing Disclosure Package”), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(d) [Reserved];

(e) (i) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective, and as of each Time of Delivery, conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and (ii) the Pricing Prospectus conforms, and the Prospectus and any further amendments or supplements to the Prospectus will, when they are filed with the Commission, and as of each Time of Delivery, conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representation and warranty in (i) and (ii) shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(f) Neither of the Portillo's Parties nor any of their subsidiaries have, since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any loss or interference with its business that is material to the Portillo's Parties and their subsidiaries taken as a whole from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Portillo's Parties and their subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Portillo's Parties and their subsidiaries taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (x) any change in the capital stock (other than as a result of (i) the exercise, if any, of stock options or the award, if any, of stock options or restricted stock in the ordinary course of business pursuant to the Portillo's Parties' equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the issuance, if any, of stock upon conversion of Company securities as described in the Pricing Prospectus, (iii) the Reorganization Transactions (as defined in the Registration Statement, the Pricing Disclosure Package and the Prospectus) or (iv) and other than as described in the Pricing Prospectus and Prospectus) or any material change in long-term debt of the Portillo's Parties or any of their subsidiaries or (y) any Material Adverse Effect (as defined below); as used in this Agreement, "Material Adverse Effect" shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, assets, liabilities, prospects, general affairs, management, financial position, stockholders' equity or results of operations of the Portillo's Parties and their subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (ii) the ability of the Portillo's Parties to perform their obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus;

(g) Except as disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, the Portillo's Parties and their subsidiaries do not own any real property and have good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or such as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect; and the real property, improvements, equipment and personal property held under lease by the Portillo's Parties or any of their subsidiaries are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary;

(h) Each of the Portillo's Parties and each of their subsidiaries has been (i) duly organized and is validly existing and in good standing (to the extent such concept is applicable) under the laws of its jurisdiction of organization, with power and authority (corporate and other) and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing (to the extent such concept is applicable) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect; and each subsidiary (other than any immaterial and inactive subsidiary) of the Company has been listed in the Registration Statement;

(i) The Company has an authorized capitalization as set forth in the Pricing Prospectus under the heading "Capitalization" in the "Actual" column, and all of the issued shares of capital stock of each Portillo's Party have been duly and validly authorized and issued and are fully paid and non-assessable and conform to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Portillo's Parties have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Portillo's Parties, free and clear of all liens, encumbrances, equities or claims, except for such liens or encumbrances described in the Pricing Prospectus and the Prospectus;

(j) The Shares to be issued and sold by the Company to the Underwriters hereunder have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights;

(k) The issue and sale of the Shares and the compliance by the Portillo's Parties with this Agreement and the consummation of the transactions contemplated in this Agreement and the Pricing Prospectus will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which any Portillo's Party or any of its subsidiaries is a party or by which any Portillo's

Party or any of its Significant Subsidiaries is bound or to which any of the property or assets of any Portillo's Party or any of its subsidiaries is subject, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of any Portillo's Party or any of its subsidiaries, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Portillo's Party or any of their subsidiaries or any of their properties, except, in the case of clauses (A) and (C) above, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Portillo's Parties of the transactions contemplated by this Agreement, except such as have been obtained under the Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the approval by FINRA of the underwriting terms and arrangements and such consents, approvals, authorizations, registrations or qualifications as may be required by Nasdaq (the "Exchange") or under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(l) Neither of the Portillo's Parties nor any of their subsidiaries are (i) in violation of its certificate of incorporation or by-laws (or other applicable organizational document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Portillo's Party or any of its subsidiaries or any of their properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(m) The statements set forth in the Pricing Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the Stock, and under the caption "Material U.S. Federal Income Tax Considerations for Non-U.S. Holders" insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects;

(n) Other than as set forth in the Pricing Prospectus, there is no action, suit, proceeding, inquiry or investigation brought by or before any legal or governmental entity to which any Portillo's Party or any of its subsidiaries or, to the Portillo's Parties' knowledge, any officer or director of any Portillo's Party, is a party or of which any property of the Company or any of its subsidiaries or, to the Portillo's Parties' knowledge, any officer or director of any Portillo's Party, is the subject which, if determined adversely to any Portillo's Party or any of its subsidiaries (or such officer or director), would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the Portillo's Parties' knowledge, no such proceedings are threatened or contemplated by governmental authorities or others;

(o) The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof, will not be an "investment company," as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(p) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined under Rule 405 under the Act;

(q) Deloitte & Touche LLP, who have certified the financial statements of the Portillo’s Parties and their subsidiaries is an independent registered public accounting firm with respect to the Portillo’s Parties and their subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Act and the rules and regulations of the Commission thereunder;

(r) Each Portillo’s Party maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that (i) has been designed to comply with the requirements of the Exchange Act, (ii) has been designed by the Portillo’s Parties’ respective principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and (iii) is sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management’s general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and each Portillo’s Party is not aware of any material weaknesses in its internal control over financial reporting (it being understood that nothing in this Agreement shall require the Company to comply with Section 404 of the Sarbanes Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”) as of an earlier date than it would otherwise be required to so comply under applicable law);

(s) Except as disclosed in the Pricing Prospectus, since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in any Portillo’s Party’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, such Portillo’s Party’s internal control over financial reporting;

(t) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company’s principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(u) This Agreement has been duly authorized, executed and delivered by each Portillo’s Party;

(v) Neither Portillo's Party nor any of their subsidiaries, nor any director, officer, controlled affiliate or employee of any Portillo's Party or any of its subsidiaries nor, to the knowledge of the Portillo's Parties, any agent, non-controlled affiliate or other person acting on behalf of the Portillo's Parties or any of their subsidiaries has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense (or taken any act in furtherance thereof); (ii) made, offered, promised or authorized any direct or indirect unlawful payment; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977 (the "FCPA"), the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law; the Portillo's Parties and their subsidiaries and, to the knowledge of the Portillo's Parties, the Portillo's Parties' affiliates have conducted their respective businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. Neither the Portillo's Parties nor their subsidiaries nor, to the knowledge of the Portillo's Parties, the Portillo's Parties' affiliates will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-bribery or anti-corruption laws;

(w) The operations of the Portillo's Parties and their subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Portillo's Parties and their subsidiaries conduct business (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Portillo's Party or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Portillo's Parties, threatened;

(x) (i) Neither Portillo's Party nor any of its subsidiaries, nor any director, officer, controlled affiliate or employee of any Portillo's Party or any of its subsidiaries nor, to the knowledge of the Portillo's Parties, any agent, non-controlled affiliate or other person acting on behalf of any Portillo's Party or any of its subsidiaries, is an individual or entity that is, or is owned or controlled by one or more persons that are (a) currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the European Union, Her Majesty's Treasury, the United Nations Security Council, or other relevant sanctions authority (collectively, "Sanctions") or (b) located, organized or resident in a country or territory that is the subject or target of Sanctions (including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine), and (ii) the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (a) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions or (b) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or

otherwise) of Sanctions; for the past five years, the Portillo's Parties and their subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any country or territory that is the subject or the target of Sanctions;

(y) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Portillo's Parties and their subsidiaries at the dates indicated and the statements of operations, stockholders' equity and cash flows of the Portillo's Parties and their subsidiaries for the periods specified; said financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement and the Pricing Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement and the Pricing Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language included in the Registration Statement, the Pricing Prospectus and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto;

(z) Each Portillo's Party and its subsidiaries own or possess, or can acquire on reasonable terms, adequate rights to all material patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither Portillo's Party nor any of its subsidiaries has received any written notice of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property which could render any Intellectual Property invalid or inadequate to protect the interest of the Portillo's Parties or any of their subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, could be reasonably expected to have a Material Adverse Effect;

(aa) (i) To the knowledge of the Portillo's Parties, there has been no material security breach or incident, unauthorized access or disclosure, or other compromise of or relating to the Portillo's Parties or their subsidiaries information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective customers, employees, suppliers, vendors and any third-party data maintained, processed or stored by the Portillo's Parties and their subsidiaries, and any such data processed or stored by third parties on behalf of any Portillo's Party and



its subsidiaries), equipment or technology (collectively, "IT Systems and Data"); (ii) neither Portillo's Party nor its subsidiaries have been notified of, and each of them have no knowledge of any event or condition that could result in, any security breach or incident, unauthorized access or disclosure or other compromise to their IT Systems and Data; (iii) the Portillo's Parties and their subsidiaries have implemented appropriate controls, policies, procedures, and technological safeguards to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards; and (iv) the Portillo's Parties and their subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except in the case of each of clauses (i) through (iv) as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect;

(bb) Any statistical and market-related data included in the Registration Statement and the Prospectus are based on or derived from sources that the Portillo's Parties believe, after reasonable inquiry, to be reliable and accurate in all material respects and, to the extent required, the Portillo's Parties have obtained the written consent to the use of such data from such sources;

(cc) The Portillo's Parties and their subsidiaries carry or are entitled to the benefits of insurance in such amounts and covering such risks as the Portillo's Parties believe are adequate to protect the Portillo's Parties and their subsidiaries and their respective businesses. The Portillo's Parties have no reason to believe that they or any of their subsidiaries will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions at a reasonable cost that would not result in a Material Adverse Effect;

(dd) Other than any taxes the payment of which by a Portillo's Party or its applicable subsidiary is subject of a good faith dispute by such Portillo's Party or its applicable subsidiary and with respect to which reserves in conformity with GAAP have been provided on the books of such Portillo's Party or its applicable subsidiary, the Portillo's Parties and their subsidiaries have paid all material federal, state, local and foreign taxes and filed all material tax returns required to be paid or filed through the date hereof; and except as otherwise disclosed in the Pricing Prospectus, there is no tax deficiency that has been, or could reasonably be expected to be asserted against the Portillo's Parties or any of their subsidiaries or any of their respective properties or assets that could reasonably be expected, individually or in the aggregate, have a Material Adverse Effect;

(ee) No labor dispute with the employees of any Portillo's Party or any of its subsidiaries exists or, to the knowledge of the Portillo's Parties, is imminent, and the Portillo's Parties are not aware of any existing or imminent labor disturbance by the employees of any of their or any subsidiary's principal vendors, customers or contractors, except as would not reasonably be expected to have a Material Adverse Effect;

(ff) There is and has been no failure on the part of any Portillo's Party or any Portillo's Party directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications;

(gg) The Company does not have any debt securities or preferred stock that are rated by any “nationally recognized statistical rating agency” (as defined in Section 3(a)(62) of the 1934 Act).

(hh) Neither of the Portillo’s Parties nor any of their subsidiaries have taken, directly or indirectly, any action designed to or that might cause or result in stabilization or manipulation of the price of the Shares or of any “reference security” (as defined in Rule 100 of Regulation M under the Exchange Act (“Regulation M”)) with respect to the Shares, whether to facilitate the sale or resale of the Offered Shares or otherwise, and has taken no action which would directly or indirectly violate Regulation M;

(ii) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included in any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

(jj) The Portillo’s Parties and their subsidiaries possess such valid and current certificates, authorizations or permits required by state, federal or foreign regulatory agencies or bodies to conduct their respective businesses as currently conducted and as described in the Registration Statement, the Pricing Prospectus and the Prospectus, and any amendment or supplement thereto (“Permits”), except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect. Neither of the Portillo’s Parties nor any of their subsidiaries are in violation of, or in default under, any of the Permits or has received any notice of proceedings relating to revocation or modification of, or non-compliance with, any such certificate, authorization or permit, except where the failure to pay or file or where such revocation, modification or non-compliance has not and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(kk) Except as could not be expected, individually or in the aggregate, to result in a Material Adverse Effect: (i) neither Portillo’s Party nor any of its subsidiaries is in violation of any applicable federal, state, local or foreign statute, law, rule, regulation, ordinance, code or rule of common law or any judicial or administrative interpretation thereof, including any applicable judicial or administrative order, consent, decree or judgment, relating to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, applicable laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, “Hazardous Materials”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, “Environmental Laws”); (ii) the Portillo’s Parties and their subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements; (iii) there are no pending or, to the knowledge of the Portillo’s Parties, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against any Portillo’s Party or any of its subsidiaries; and (iv) to the knowledge of the Portillo’s Parties there are no events or circumstances that might

reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting any Portillo's Party or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws;

(ll) Except as would not reasonably be expected to have a Material Adverse Effect, each Portillo's Party and its subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "ERISA")) established or maintained by any Portillo's Party, its subsidiaries or their "ERISA Affiliates" (as defined below) are in compliance with ERISA. "ERISA Affiliate" means, with respect to any Portillo's Party or any of its subsidiaries, any member of any group of organizations described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "Code") of which such Portillo's Party or such subsidiary is a member. (i) No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by any Portillo's Party, its subsidiaries or any of their ERISA Affiliates, (ii) no "employee benefit plan" established or maintained by any Portillo's Party, its subsidiaries or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA), (iii) neither Portillo's Party, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (A) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (B) Sections 412, 4971, 4975 or 4980B of the Code, and (iv) each employee benefit plan established or maintained by any Portillo's Party, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification; and

(mm) The Company is an "emerging growth company" as defined in Section 2(a)(19) of the Act (an "Emerging Growth Company").

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of \$[●], the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to 1,200,000 Optional Shares, at the purchase price per share set forth in the paragraph above, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Prospectus and the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance. The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on August 15, 2022 or such other time and date as the Representatives and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m. New York time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery," such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery," and each such time and date for delivery is herein called a "Time of Delivery."

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(j) hereof, will be delivered at the offices of Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020 (the "Closing Location"), and the Shares will be delivered through DTC, all at such Time of Delivery. A meeting will be held at the Closing Location at 2:00 p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Portillo's Parties agree with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Portillo's Parties with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required);

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to

time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to the Company's securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158); provided that the Company will be deemed to have furnished such statement to its securityholders to the extent it is filed on the Commission's Electronic Data Gathering, Analysis and Retrieval system;

(e) During the period commencing on and including the date hereof and continuing through and including the 75th day following the date of the Prospectus (such period, as extended as described below, being referred to herein as the "Lock-up Period"), the Company will not, without the prior written consent of Jefferies LLC and Morgan Stanley & Co. LLC, directly or indirectly: (i) sell, offer to sell, contract to sell or lend any Shares or Related Securities (as defined below); (ii) effect any short sale, or establish or increase any "put equivalent position" (as defined in Rule 16a-1(h) under the Exchange Act) or liquidate or decrease any "call equivalent position" (as defined in Rule 16a-1(b) under the Exchange Act) of any Shares or Related Securities; (iii) pledge, hypothecate or grant any security interest in any Shares or Related Securities; (iv) in any other way transfer or dispose of any Shares or Related Securities; (v) enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of any Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise; (vi) announce the offering of any Shares or Related Securities; (vii) submit or file any registration statement under the Securities Act in respect of any Shares or Related Securities (other than as contemplated by this Agreement with respect to the Offered Shares); (viii) effect a reverse stock split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding Shares; or (ix) publicly announce the intention to do any of the foregoing; provided, however, that the Company may (A) effect the transactions contemplated hereby, including the offer and sale of the Shares, and the secondary sales by certain equityholders as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (B) the issuance by the Company of stock options, restricted stock units, and employee stock purchase plan ("ESPP") purchase rights pursuant to the Company's equity incentive plans described in the Pricing Prospectus and the Prospectus, (C) the issuance by the Company of shares of Class A Common Stock upon the exercise of stock options or ESPP purchase rights or upon the settlement of restricted stock units, in each case outstanding as of the date of this Agreement or issued after the date of this Agreement pursuant to the Company's equity incentive plans described in the Pricing Prospectus and the Prospectus, (D) the issuance by the Company of shares of Class A Common Stock upon the conversion of shares of Class B common stock of the Company or redemption of

limited liability company units of PHD Group Holdings, LLC, (E) the exchange or conversion (or other means by which shares of one class or series can become another class or series) of any class or series of capital stock of the Company for any other class or series of shares of capital stock of the Company as described and as contemplated in the Prospectus, (F) the filing of any registration statement(s) on Form S-8 relating to the securities (or the shares underlying such securities) granted or to be granted pursuant to the Company's equity incentive plans that are described in the Pricing Prospectus and the Prospectus; or (G) assist any stockholder of the Company in the establishment of a trading plan by such stockholder pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Class A Common Stock, provided that such plan does not provide for the transfer of shares of Class A Common Stock during the Lock-Up Period, and the establishment of such plan does not require or otherwise result in any public filings or other public announcement of such plan during such Lock-Up Period and such plan is otherwise permitted to be implemented during the Lock-up Period pursuant to the terms of the lock-up agreement between such stockholder and the Underwriters in connection with the offering of the Offered Shares. For purposes of the foregoing, "Related Securities" shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, Shares.

(f) During a period of three years from the effective date of the Registration Statement, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission), unless otherwise publicly available;

(g) To use the net proceeds received by the Company from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(h) To use their best efforts to list, subject to notice of issuance, the Shares on the Exchange;

(i) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(j) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (17 CFR 202.3a);

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred; and



(l) To promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act and (ii) the last Time of Delivery.

6. (a) Each Portillo's Party represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Underwriter represents and agrees that, without the prior consent of the Portillo's Parties and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Portillo's Parties and the Representatives is listed on Schedule II(a) or Schedule II(c) hereto;

(b) Each Portillo's Party has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending;

(c) Each Portillo's Party agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, such Portillo's Party will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission;

(d) Each Portillo's Party represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that such Portillo's Party reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communication, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(d) hereto; and each Portillo's Party reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications; and

(e) Each Underwriter represents and agrees that any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act.

7. Each Portillo's Party covenants and agrees with the several Underwriters that the Portillo's Parties will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Portillo's Parties' counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey up to an aggregate of \$5,000; (iii) all fees and expenses in connection with listing the Shares on the Exchange; (iv) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares (provided that the reimbursement obligation of such fees and expenses of counsel for the Underwriters shall not, in the aggregate, exceed \$30,000); (v) the cost of preparing stock certificates; (vi) the cost and charges of any transfer agent or registrar; (vii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section; and (viii) all expenses incurred by the Portillo's Parties in connection with any "roadshow" presentation to potential investors and 50% of the costs of any aircraft chartered in connection with the "road show" presentation. It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Portillo's Parties herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Portillo's Parties shall have performed all of their obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by any Portillo's Party pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Latham & Watkins LLP, counsel for the Underwriters, shall have furnished to you such written opinion and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Weil, Gotshal & Manges LLP, counsel for the Portillo's Parties, shall have furnished to you their written opinion and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to you;

(d) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Deloitte & Touche LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(e) (i) Neither Portillo's Party nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or any loss or interference from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus, there shall not have been any change in the capital stock (other than as a result of (i) the exercise, if any, of stock options or the award, if any, of stock options or restricted stock in the ordinary course of business pursuant to Portillo's Parties' equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the issuance, if any, of stock upon conversion of Portillo's Party securities as described in the Pricing Prospectus or (iii) and other than as described in the Pricing Prospectus and Prospectus) or any material change in or short-term debt or long-term debt of any Portillo's Party or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of any Portillo's Party and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus and the Prospectus, or (y) the ability of any Portillo's Party to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(f) On the date of this Agreement date and on each Time of Delivery, the Company shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its chief financial officer with respect to certain financial data contained in in the Pricing Prospectus and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

(g) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the

Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) The Shares to be sold at such Time of Delivery shall have been duly listed, subject to notice of issuance, on the Exchange;

(i) The Portillo's Parties shall have obtained and delivered to the Underwriters executed copies of an agreement from each person or entity listed on Schedule IV hereto, substantially to the effect set forth in Schedule III hereto in form and substance satisfactory to you;

(j) The Portillo's Parties shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and

(k) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (e) of this Section and as to such other matters as you may reasonably request.

9. (a) Each Portillo's Party, jointly and severally, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow"), or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Written Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that the Portillo's Parties shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) [Reserved].

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Portillo's Parties against any losses, claims, damages or liabilities to which the Portillo's Parties may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Written Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Written Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse such Portillo's Party for any legal or other expenses reasonably incurred by such Portillo's Party in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Portillo's Parties by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the first sentence of the third paragraph under the caption "Underwriting," the concession and reallowance amounts, if any, in the first paragraph under the caption "Underwriting—Commission and Expenses," and the first sentence under the caption "Underwriting—Stabilization," in the Preliminary Prospectus, the Pricing Prospectus and the Prospectus.

(d) Promptly after receipt by an indemnified party under subsection (a) or (c) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall retain counsel reasonably satisfactory to such indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonably incurred fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses

of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the indemnifying party shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all indemnified parties, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by the Representatives, and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company shall be designated in writing by any one of them. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party, in form and substance reasonably satisfactory to such indemnified party, from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof), in such proportion as is appropriate to reflect the relative benefits received by any Portillo's Party on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of any Portillo's Party on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Portillo's Parties on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by any Portillo's Party bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a

material fact or the omission or alleged omission to state a material fact relates to information supplied by any Portillo's Party on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Portillo's Parties and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Portillo's Parties under this Section 9 shall be in addition to any liability which a Portillo's Party may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Portillo's Party and to each person, if any, who controls a Portillo's Party within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Portillo's Parties and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or any Portillo's Party, or any officer or director or controlling person of any Portillo's Party, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Portillo's Parties shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason, any Shares are not delivered by or on behalf of the Company as provided herein or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Portillo's Parties, severally and jointly, will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Portillo's Parties shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Jefferies and Morgan Stanley & Co. LLC on behalf of you as the representatives.



All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the representatives in care of Jefferies, at 520 Madison Avenue, New York, New York 10022, Attention: Global Head of Syndicate; and Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: General Counsel; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the underwriters to properly identify their respective clients.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Portillo's Parties and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Portillo's Parties and each person who controls any Portillo's Party or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Portillo's Parties with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Portillo's Parties on other matters) or any other obligation to the Portillo's Parties except the obligations expressly set forth in this Agreement, (iv) each Portillo's Party has consulted its own legal and financial advisors to the extent it deemed appropriate and (v) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. Each Portillo's Party agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Portillo's Party, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Portillo's Parties and the Underwriters, or any of them, with respect to the subject matter hereof.

18. **This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. Each Portillo's Party agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.**

19. Each Portillo's Party and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed Agreement by one party to any other party may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

21. Notwithstanding anything herein to the contrary, each Portillo's Party is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to such Portillo's Party relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

22. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such

Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Portillo's Parties. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Portillo's Parties for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Portillo's Inc.

By: \_\_\_\_\_  
Name:  
Title:

PHD Group Holdings, LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Underwriting Agreement]*

---

Accepted as of the date hereof:

Jefferies LLC

By: \_\_\_\_\_  
Name:  
Title:

Morgan Stanley & Co. LLC

By: \_\_\_\_\_  
Name:  
Title:

On behalf of each of the Underwriters

*[Signature Page to Underwriting Agreement]*

SCHEDULE I

<u>Underwriter</u>	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Jefferies LLC	[●]	[●]
Morgan Stanley & Co. LLC	[●]	[●]
[●]	[●]	[●]
Total	<u>8,000,000</u>	<u>1,200,000</u>

---

**SCHEDULE II**

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:

Electronic roadshow dated [●], 2022.

(b) Additional Documents Incorporated by Reference:

None

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package:

The public offering price per share for the Shares is \$[●]

The number of Shares purchased by the Underwriters is [●]

(d) Written Testing-the-Waters Communications:

SCHEDULE III

**Form of Lock-Up Agreement**

[•], 2022

Jefferies LLC  
Morgan Stanley & Co. LLC  
As Representatives of the Several Underwriters

c/o Jefferies LLC  
520 Madison Avenue  
New York, New York 10022

and

c/o Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

RE: Portillo's Inc. (the "**Company**")

Ladies & Gentlemen:

The undersigned is an owner of shares of Class A common stock, par value \$0.01 per share, of the Company ("**Shares**") or Related Securities. The Company proposes to conduct a public offering of Shares (the "**Offering**") for which Jefferies LLC and Morgan Stanley & Co. LLC will act as the representatives (the "**Representatives**") of the underwriters. The undersigned recognizes that the Offering will benefit each of the Company, the selling stockholders named in the Underwriting Agreement (as defined below) and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the "**Underwriting Agreement**") with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not, without the prior written consent of the Representatives, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned,
- enter into any Swap,
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or



- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Shares, the sale of the Shares to the underwriters, the sale of the undersigned's LLC Units, Class B Shares, Shares or Related Securities to the Company or any of its subsidiaries in connection with the purchase of LLC Units, Class B Shares, Shares or Related Securities from the undersigned by the Company or any of its subsidiaries with the net proceeds of the public offering, as contemplated by the Registration Statement. In addition, the foregoing restrictions shall not apply to the transfer of Shares or Related Securities:

(a) (i) by gift or for bona fide estate planning purposes;

(ii) by will or intestate succession;

(iii) to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above;

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to members, partners or shareholders of the undersigned;

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement;

(viii) to the Company from an employee of the Company upon death, disability or termination of employment or other service relationship with the Company or the undersigned's failure to meet certain conditions set out upon receipt of such securities, in each case, of such employee;

(ix) as part of a sale of Shares or Related Securities acquired in open market transactions after the completion of the Offering;

(x) pursuant to an order of a court or regulatory agency having jurisdiction over the undersigned;

(xi) in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase Shares or Related Securities (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and

tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights; *provided* that any such Shares received upon such exercise, vesting or settlement shall be subject to the terms of this letter agreement; and *provided further* that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement;

(xii) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); *provided* that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Shares and Related Securities shall remain subject to the provisions of this letter agreement; or

(xiii) the conversion of the undersigned's Class B Shares or the redemption of the undersigned's LLC Units in exchange for Shares issued by the Company; *provided* that any such Shares received shall be subject to the terms of this letter agreement;

*provided that:*

(A) in the case of any transfer pursuant to any of clauses (a)(i), (ii), (iii), (iv), (v), (vi) or (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this letter agreement;

(B) in the case of any transfer pursuant to any of clause (a)(i), (iii), (iv), (v), (vi), (vii), (viii), (ix), (x) or (xi), it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act or other public filing, report or announcement reporting a reduction in beneficial ownership of Shares or Related Securities in connection with such transfer or distribution shall be legally required during the Lock-up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer; and

(b) the undersigned may establish trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Shares or Related Securities; *provided* that (1) such plans do not provide for the transfer of such Shares or Related Securities during the Lock-up Period and (2) no filing by any party under the Exchange Act or other public announcement shall be made voluntarily in connection with such trading plan and to the extent any such filing or public announcement regarding the establishment of such plan is required to be made, such announcement or filing shall include a statement to the effect that no transfer of Shares or Related Securities may be made under such plan during the Lock-up Period in contravention of this letter agreement.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of Shares or Related Securities held by the undersigned except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the underwriters may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to the undersigned in connection with the Offering, the underwriters are not making a recommendation to the undersigned to participate in the Offering, enter into this letter agreement, or sell any Shares at the price determined in the Offering, and nothing set forth in such disclosures is intended to suggest that any underwriter is making such a recommendation.

Nothing in this letter agreement shall prevent the undersigned from making a demand for, or exercising any right with respect to, the registration of the undersigned's Shares, except for any such demand or any such exercise that is publicly disclosed (or required to be publicly disclosed) by the undersigned or any of its affiliates prior to the expiration of the Restricted Period; *provided* that in no event shall the Company be obligated to take an action in violation of Section 5(e) of the Underwriting Agreement.

The undersigned understands that, if (1) the Company files an application to withdraw the Registration Statement related to the Offering prior to the execution of the Underwriting Agreement, (2) the Underwriting Agreement does not become effective by September 30, 2022, (3) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, or (4) the Representatives, on behalf of the Underwriters, advise the Company, or the Company advises the Representatives, in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Offering, the undersigned shall be released from all obligations under this letter agreement.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Delivery of this letter agreement by one party to any other party may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signature page follows]

---

Signature

---

Printed Name of Person Signing

*(Indicate capacity of person signing if signing as custodian or trustee, or on behalf of an entity)*

**Certain Defined Terms  
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Class B Shares**” shall mean Class B common stock, par value \$0.00001 per share, of the Company.
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**LLC Units**” shall mean limited liability company units of PHD Group Holdings, LLC.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 75 days after the date of the Prospectus.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Registration Statement**” shall mean that certain registration statement on Form S-1 (File No. 333-[●]) in respect of the Shares filed with the Securities and Exchange Commission and any post-effective amendment thereto.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
  1. – sell, offer to sell, contract to sell or lend,
  2. – effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position
  3. – pledge, hypothecate or grant any security interest in, or
  4. – in any other way transfer or dispose of,in each case whether effected directly or indirectly.
- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

---

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this lock-up agreement.

---

**SCHEDULE IV**

[Lock-Up Parties]

**Weil, Gotshal & Manges LLP**

767 Fifth Avenue  
New York, NY 10153-0119  
+1 212 310 8000 tel  
+1 212 310 8007 fax

August 8, 2022

Portillo's Inc.  
2001 Spring Road, Suite 400  
Oak Brook, IL 60523

Ladies and Gentlemen:

We have acted as counsel to Portillo's Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission of the Company's Registration Statement on Form S-1, as amended, and including any subsequent registration statement on Form S-1 filed pursuant to Rule 462(b), (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Act"), relating to the registration of the offer, issuance and sale by the Company of the number of shares of Class A common stock, par value \$0.01 per share (the "Common Stock") of the Company specified in the Registration Statement (together with any additional shares of Common Stock that may be sold by the Company pursuant to Rule 462(b) under the Act, the "Shares"). The Shares are to be issued and sold by the Company pursuant to an underwriting agreement among the Company, PHD Group Holdings, LLC and the underwriters named therein (the "Underwriting Agreement"), the form of which will be filed as Exhibit 1.1 to the Registration Statement.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Amended and Restated Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware on October 20, 2021, filed as Exhibit 3.1 to the Registration Statement; (ii) the Amended and Restated Bylaws of the Company, effective October 20, 2021, filed as Exhibit 3.2 to the Registration Statement; (iii) the Registration Statement; (iv) the prospectus contained within the Registration Statement; (v) the form of the Underwriting Agreement; (vi) the form of the Certificate of Class A Common Stock of the Company, filed as Exhibit 4.1 to the Registration Statement; and (vii) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that the Shares, when issued and sold as contemplated in the Registration Statement and the Underwriting Agreement, and upon payment and delivery in accordance with the Underwriting Agreement, will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the corporate laws of the State of Delaware and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement, to the incorporation by reference of this letter into any subsequent registration statement on Form S-1 filed by the Company pursuant to Rule 462(b) of the Act with respect to the Shares and to the reference to our firm under the caption "Legal Matters" in the prospectus which is a part of the Registration Statement. In giving such consent we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP



**STOCK AND UNIT PURCHASE AGREEMENT**

THIS STOCK AND UNIT PURCHASE AGREEMENT (this “Agreement”) is entered into as of August 5, 2022 by and among Portillo’s Inc., a Delaware corporation (the “Company”), and certain persons listed on Schedule I hereto (each such securityholder a “Seller” and collectively, the “Sellers”).

**BACKGROUND**

A. The Board of Directors of the Company (the “Board”) has determined to effect an underwritten public offering (the “Public Offering”) of shares of Class A Common Stock of the Company, \$0.01 par value per share (the “Class A Common Stock”).

B. In order to effect the Public Offering, the Company will enter into an Underwriting Agreement with Jefferies LLC and Morgan Stanley & Co. LLC, as representatives of the several underwriters named therein (the “Underwriters”). Pursuant to the Underwriting Agreement, the Underwriters will agree to purchase a certain number of Firm Shares (as defined in the Underwriting Agreement) (the “Base Offering”) and the Company will grant the Underwriters an option to purchase, at one or more times, additional shares of Class A Common Stock from the Company in an aggregate amount of up to 15% of the Base Offering (each, an “Over-Allotment Option”), in each case, at the price and upon the terms and conditions provided therein.

C. The Company intends to use the net proceeds from the Public Offering to (i) purchase limited liability company units (“LLC Units”) of PHD Group Holdings, LLC, a Delaware limited liability company (“Portillo’s OpCo”), from certain Sellers (the “Purchased LLC Units”) and (ii) purchase shares of Class A Common Stock from certain Sellers (the “Purchased Shares”) and, together with the Purchased LLC Units, the “Purchased Equity Interests”), in each case, in private, non-underwritten transactions, at the price and upon the terms and conditions provided in this Agreement. For purposes of this Agreement, the Purchased Equity Interests to be purchased with the net proceeds of the Base Offering are referred to as the “Firm Purchased Equity Interests” and the Purchased Equity Interests to be purchased with the net proceeds of the Over-Allotment Option are referred to as the “Optional Purchased Equity Interests.”

D. In connection with each exercise of an Over-Allotment Option by the Underwriters, each Seller will sell to the Company a number of Purchased Equity Interests at the price and upon the terms and conditions provided in this Agreement.

E. The Company and the Sellers agree that the transactions contemplated by this Agreement are being undertaken to reduce each Seller’s interest in the Company after the Public Offering.

## AGREEMENT

### 1. Purchase of Company and Portillo's OpCo Equity Interests.

(a) The per share or unit purchase price, as applicable, for each Purchased LLC Unit or Purchased Share to be purchased by the Company pursuant to Sections 1(b) or 1(c), shall be equal to the price at which the shares of Class A Common Stock are sold in the Public Offering, less any underwriting discounts and commissions (the "Share/LLC Unit Price"); *provided* that the Share/LLC Unit Price for any Optional Purchased Equity Interests to be purchased by the Company pursuant to Section 1(c), shall also include an amount per Purchased Equity Interest equal to any dividends or distributions declared by the Company and payable on Firm Shares (as defined in the Underwriting Agreement) but not payable on the Optional Shares (as defined in the Underwriting Agreement).

(b) At the Initial Closing (as defined below), subject to the satisfaction of the terms and conditions set forth herein, each of the Sellers hereby agrees to sell and the Company agrees to purchase from each of them, at the Share/LLC Unit Price, a number of shares of Class A Common Stock or LLC Units (in each case, rounded to the nearest whole number), as applicable, equal to (x) the total number of shares of Class A Common Stock sold by the Company in the Base Offering *multiplied by* (y) such Seller's pro rata percentage as set forth opposite such Seller's name on Schedule I hereto.

(c) If the Underwriters exercise an Over-Allotment Option, at each Option Closing (as defined below) and subject to the satisfaction of the terms and conditions set forth herein, each Seller shall sell, and the Company shall purchase from each of them, at the Share/LLC Unit Price, a number of shares of Class A Common Stock or LLC Units (rounded to the nearest whole number), as applicable, equal to (i) the total number of shares of Class A Common Stock sold by the Company in the applicable Over-Allotment Option *multiplied by* (ii) such Seller's pro rata percentage as set forth opposite such Seller's name on Schedule I hereto.

(d) In connection with any purchase of LLC Units by the Company pursuant to this Agreement, the corresponding shares of Class B common stock of the Company, par value \$0.00001 per share, shall be retired and canceled for no consideration.

(e) The obligations of each Seller to sell its Firm Purchased Equity Interests to the Company at the Initial Closing shall be conditioned upon each of (i) the public filing with the Securities and Exchange Commission ("SEC") of the Company's Registration Statement on Form S-1, (ii) the consummation of the Offering immediately prior to the transactions contemplated by this Agreement pursuant to the Underwriting Agreement no later than ten (10) business days from the date of this Agreement and (iii) each of the representations and warranties made by the Company in Section 2 being true and correct (disregarding all qualifications or limitations as to "materially", "Material Adverse Effect" and words of similar import set forth therein) as of the date of the Initial Closing (the "Initial Closing Date"), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement.

(f) The obligations of the Company to purchase a Seller's Firm Purchased Equity Interests at the Initial Closing shall be conditioned upon each of (i) the public filing with the SEC of the Company's Registration Statement on Form S-1, (ii) the consummation of the Offering immediately prior to the transactions contemplated by this Agreement pursuant to the Underwriting Agreement no later than ten (10) business days from the date of this Agreement and (iii) each of the representations and warranties made by such Seller in Section 3 being true and correct (disregarding all qualifications or limitations as to "materially", "Material Adverse Effect" and words of similar import set forth therein) as of the Initial Closing Date, except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement.

(g) The obligations of each Seller to sell its Optional Purchased Equity Interests to the Company at an Option Closing (if other than at the Initial Closing) shall be conditioned upon each of the representations and warranties made by the Company in Section 2 being true and correct (disregarding all qualifications or limitations as to "materially", "Material Adverse Effect" and words of similar import set forth therein) as of the date of such Option Closing (an "Option Closing Date" and together with the Initial Closing Date, a "Closing Date"), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement.

(h) The obligations of the Company to purchase a Seller's Optional Purchased Equity Interests at an Option Closing (if other than at the Initial Closing) shall be conditioned upon each of the representations and warranties made by such Seller in Section 3 being true and correct (disregarding all qualifications or limitations as to "materially", "Material Adverse Effect" and words of similar import set forth therein) as of the date of such Option Closing Date, except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement.

(i) The closing of the transactions contemplated by Section 1(b) (the "Initial Closing") shall occur immediately after the closing of the Public Offering, or at such other time or place after the Public Offering as may be agreed upon by the Company and the Sellers. At the Initial Closing, the Sellers shall deliver to the Company customary duly executed stock powers or other transfer instruments relating to the applicable Firm Purchased Equity Interests, and the Company agrees to deliver to the Sellers an aggregate dollar amount equal to the product of (x) the applicable Share/LLC Unit Price and (y) the total number of applicable Firm Purchased Equity Interests by wire transfer of immediately available funds pursuant to the wire transfer instructions set forth opposite such Seller's name on Schedule II hereto.

(j) The closing of any transactions contemplated by Section 1(c), which for the avoidance of doubt may be at the same time as the Initial Closing (an "Option Closing"), shall occur as promptly as practicable following the Company's receipt of proceeds from the Underwriters pursuant to such Over-Allotment Option, or at such other time or place as may be agreed upon by the Company and the Sellers. At such Option Closing, the Sellers shall deliver to the Company customary duly executed stock powers or other transfer instruments relating to the

applicable Optional Purchased Equity Interests, and the Company agrees to deliver to the Sellers an aggregate dollar amount equal to the product of (x) the applicable Share/LLC Unit Price and (y) the total number of applicable Optional Purchased Equity Interests by wire transfer of immediately available funds pursuant to the wire transfer instructions set forth opposite such Seller's name on Schedule II hereto.

(k) Notwithstanding any other provision in this Agreement, the Company and its agents and affiliates shall have the right to deduct and withhold taxes from any payments to be made to any Seller pursuant to this Agreement if, in their reasonable opinion, such withholding is required by law, and shall be provided with any necessary tax forms, including Form W-9 or the appropriate series of Form W-8, as applicable, and any similar information. To the extent that any of the aforementioned amounts are so withheld and paid to the applicable governmental authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the recipient of the payments in respect of which such deduction and withholding was made. To the extent that any payment pursuant to this Agreement is not reduced by any such required deduction or withholding, the Company may deduct and withhold with respect to any future payment to such person to cover such amounts. The Company and Sellers agree to cooperate in good faith to reduce or eliminate any applicable withholding tax.

2. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants to the Sellers as of each Closing Date that:

(a) All consents, approvals, authorizations and orders necessary for the execution, delivery and performance by the Company of this Agreement and for the purchase and receipt of the applicable Purchased Equity Interests to be purchased by the Company hereunder, have been obtained; and the Company has full right, power and authority to enter into this Agreement and to purchase and receive the applicable Purchased Equity Interests to be purchased by the Company hereunder.

(b) The Company is a corporation duly organized and existing under the laws of the State of Delaware.

(c) This Agreement has been duly authorized, executed and delivered by the Company.

(d) The compliance by the Company with this Agreement and the consummation of the transactions herein contemplated will not (i) conflict with or result in a breach or violation of any of the material terms or provisions of, or constitute a default under any material indenture, material mortgage, material deed of trust, material loan agreement or other material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) violate any provision of the certificate of incorporation or by-laws, or other organizational documents, as applicable, of the Company or its subsidiaries or (iii) violate any applicable statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; except, in the case of clauses (i), (ii) and (iii), as would not reasonably be expected to have a material adverse effect on the business, management, financial position or results of operations of the Company and its subsidiaries, taken as a whole or the ability of the Company to consummate the transactions contemplated by this Agreement.

3. **Sellers Representations.** In connection with the transactions contemplated hereby, each of the Sellers, severally and not jointly, represents and warrants to the Company as of each Closing Date that:

(a) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Seller of this Agreement and for the sale and delivery of the applicable Purchased Equity Interests to be sold by such Seller hereunder, have been obtained, except where the failure to obtain any such consent, approval, authorization or order would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement; and such Seller has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the applicable Purchased Equity Interests to be sold by such Seller hereunder.

(b) This Agreement has been duly authorized, executed and delivered by such Seller.

(c) The sale of the applicable Purchased Equity Interests to be sold by such Seller hereunder and the compliance by such Seller with all of the provisions of this Agreement and the consummation of the transactions contemplated herein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material indenture, material mortgage, material deed of trust, material loan agreement or other material agreement or instrument to which such Seller is a party or by which such Seller is bound or to which any of the property or assets of such Seller is subject, (ii) violate any provision of organizational documents of such Seller, if applicable or (iii) violate any applicable statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such Seller or any of its properties; except, in the case of clauses (i), (ii) and (iii), as would not reasonably be expected to, individually or in the aggregate, have a material adverse effect the ability of such Seller to consummate the transactions contemplated by this Agreement.

(d) Immediately prior to the delivery of the applicable Purchased Equity Interests to the Company at the Initial Closing or Option Closing, such Seller holds and will hold valid title to the applicable Purchased Equity Interests, and holds and will hold such applicable Purchased Equity Interests free and clear of all liens, encumbrances, equities or claims, except for any encumbrances (i) imposed under applicable securities laws or the organizational documents of the Company or Portillo's OpCo or (ii) as would not reasonably be expected to, individually or in the aggregate, have a material adverse effect the ability of such Seller to consummate the transactions contemplated by this Agreement.

(e) Such Seller (either individually or each together with its advisors) has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the transactions contemplated by this Agreement. Such Seller has had the opportunity to ask questions and receive answers concerning the terms and conditions of the transactions contemplated by this Agreement as such Seller has requested. Such Seller has received all information that it believes is necessary or appropriate in connection with the transactions

contemplated by this Agreement. Such Seller acknowledges that it has not relied upon any express or implied representations or warranties of any nature made by or on behalf of the Company, whether or not any such representations, warranties or statements were made in writing or orally, except as expressly set forth for the benefit of the Sellers in this Agreement.

4. Termination. This Agreement shall automatically terminate and be of no further force and effect in the event that any of the conditions set forth in Section 1(e) or Section 1(f) of this Agreement is not satisfied.

5. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier, or sent via facsimile or electronic mail to the recipient. Such notices, demands and other communications will be sent to the address indicated below:

To the Company:

Portillo's Inc.  
2001 Spring Road, Suite 400  
Oak Brook, IL 60523

with a copy, which shall not constitute notice, to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Alexander D. Lynch and Merritt S. Johnson  
Email: alex.lynch@weil.com; merritt.johnson@weil.com;

If to a Seller, to the address set forth on Schedule II opposite the name of such Seller.

6. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Severability. If any term or other provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

(c) No Prior Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) among the parties hereto with respect to the subject matter hereof.

(d) Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any of the parties without the prior written consent of the other parties. This Agreement shall be binding upon and inure solely to the benefit of the Sellers and the Company and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

(e) No Third Party Beneficiaries or Other Rights. This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and such successors and permitted assigns.

(f) Governing Law; Jurisdiction. THIS AGREEMENT AND ANY MATTERS RELATED TO THIS TRANSACTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF DELAWARE. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Each of the parties to this Agreement (i) irrevocably submits to the personal jurisdiction of any state or federal court sitting in Wilmington, Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding relating to or arising out of, under or in connection with this Agreement, (ii) agrees that all claims in respect of such suit, action or proceeding, whether arising under contract, tort or otherwise, shall be brought, heard and determined exclusively in the Delaware Court of Chancery (provided that, in the event that subject matter jurisdiction is unavailable in that court, then all such claims shall be brought, heard and determined exclusively in any other state or federal court sitting in Wilmington, Delaware), (iii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (iv) agrees not to bring any action or proceeding relating to or arising out of, under or in connection with this Agreement in any other court, tribunal, forum or proceeding. Each of the parties to this Agreement waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this paragraph. Each of the parties to this Agreement agrees that service of any process, summons, notice or document by U.S. registered mail to its address set forth herein shall be effective service of process for any action, suit or proceeding brought against it in accordance with this paragraph, provided that nothing in the foregoing sentence shall affect the right of any party to serve legal process in any other manner permitted by law.

(g) Remedies. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement, that any breach of the provisions of this Agreement shall cause the other parties irreparable harm, and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance or other injunctive relief in order to enforce, or prevent any violations of, the provisions of this Agreement.

(h) Amendment and Waiver. The provisions of this Agreement may be amended or waived at any time only by the written agreement of the Sellers and the Company. Any waiver, permit, consent or approval of any kind or character on the part of any such holders of any provision or condition of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in writing. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

(i) Further Assurances. Each of the Company and the Sellers shall execute and deliver such additional documents and instruments and shall take such further action as may be necessary or appropriate to effectuate fully the provisions of this Agreement.

(j) Mutuality of Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(k) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or PDF file (portable document file format) (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes, and will be binding upon such party.

*[Signatures appear on following pages.]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Company:**

PORTILLO'S INC.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Stock and Unit Purchase Agreement]*

---

**Sellers:**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-1 of our report dated March 10, 2022, relating to the financial statements of Portillo's Inc., appearing in the Annual Report on Form 10-K of Portillo's Inc. for the fiscal year ended December 26, 2021. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Chicago, Illinois  
August 8, 2022

## Calculation of Filing Fee Table

Form S-1  
(Form Type)Portillo's Inc.  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
<b>Newly Registered Securities</b>												
Fees to be paid	Equity	Class A common stock, \$0.01 par value per share	Rule 456(c)	9,200,000 <sup>(1)</sup>	\$24.00 <sup>(2)</sup>	\$220,800,000 <sup>(2)</sup>	.0000927	\$20,468.16	N/A	N/A	N/A	N/A
Fees Previously Paid	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Carry Forward Securities</b>												
Carry Forward Securities	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Offering Amounts</b>						9,200,000		\$20,468.16				
<b>Total Fees Previously Paid</b>								\$0.00				
<b>Total Fee Offsets</b>								\$0.00				
<b>Net Fee Due</b>								\$20,468.16				

- (1) Includes 1,200,000 shares of Class A common stock that are subject to the underwriters' option to purchase additional shares.
- (2) Estimated solely for the purpose of computing the amount of the registration fee in accordance with Rule 457(c) under the Securities Act based on the average of the high and low prices of the Common Shares on August 4, 2022 as reported on The Nasdaq Global Select Market, which was \$24.00 per share.