

AMENDMENT TO THE OPERATOR AGREEMENT

This Amendment to the Operator Agreement is made as of the _____ day of _____, 200__, between GALARDI GROUP FRANCHISE & LEASING, LLC, a California Limited Liability Company, hereinafter referred to as "GGFL", GALARDI GROUP FRANCHISE CORP., a California Corporation, hereinafter referred to as "GGFC", and _____, hereinafter referred to as "Operator", with reference to and in contemplation of the following facts:

1. GGFL, GGFC and Operator entered into an Operator Agreement dated _____, _____ pursuant to which Operator leased from GGFL and GGFC those certain premises known as Original Hamburger Stand No. _____ located at _____.

2. GGFL, GGFC and Operator mutually desire to continue their relationship at a different Original Hamburger Stand restaurant location.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter described, that certain Operator Agreement hereinabove described is amended in the following particulars:

1. Paragraph 1. PREMISES is deleted in its entirety and the following substituted therefor:

"1. PREMISES

GGFL hereby leases to Operator the premises known as Original Hamburger Stand # _____, at _____, in the city of _____, state of _____, together with the furniture, furnishings, fixtures, equipment and small wares used in the operation of such restaurant business and presently situated in or on the premises, all of which are hereinafter collectively referred to as the "premises". Operator hereby acknowledges receipt of the premises in good and safe condition and repair."

2. Paragraph 1. of Paragraph 3. RENT is deleted in its entirety and the following substituted therefor:

"1. Operator shall pay the rental provided herein by weekly payments in the amounts as follows:

<u>Month</u>	<u>Weekly Payment</u>	<u>Month</u>	<u>Weekly Payment</u>
January	\$ _____	July	\$ _____
February	\$ _____	August	\$ _____
March	\$ _____	September	\$ _____
April	\$ _____	October	\$ _____
May	\$ _____	November	\$ _____
June	\$ _____	December	\$ _____

Said weekly payments are due and payable at GGFL's office on each of the last four (4) Mondays of each month during the term hereof and such sums shall be credited against Operator's monthly rent obligations to GGFL. Operator shall pay any rent balance in excess of such weekly payments within seven (7) days after the last day of the previous calendar month ("previous month").

Unless GGFL shall notify Operator in writing to pay any applicable state sales tax directly to the taxing authority, in addition to any sums due in excess of the weekly payments, Operator shall pay to GGFL within such seven (7) day period the applicable state sales tax for goods sold from the premises. GGFL shall administer such sums as provided in paragraph 17 hereof.

In the event the weekly rent payments are in excess of the rent due for the month, GGFL shall apply any excess toward the following amounts due GGFL in the listed order:

- (1) State sales tax;
- (2) Any other sums due GGFL under this Operator Agreement or otherwise; and
- (3) The next weekly payment of rent."

3. Paragraph A. of Paragraph 4. SECURITY DEPOSIT is deleted in its entirety and the following substituted therefor:

"A. Upon execution of this Operator Agreement, Operator shall deposit the sum of _____ (\$_____) DOLLARS as a non-interest bearing deposit (which may be co-mingled with GGFL's other funds) to secure Operator's performance and observance of the covenants and conditions of this Operator Agreement, and the payment of any indebtedness or liability of Operator to GGFL, however incurred, or to any other person in any manner arising out of this Operator Agreement, the occupancy of the leased premises or the operation of the Original Hamburger Stand business conducted on or from the premises. Upon execution of this Operator Agreement, said deposit shall be paid in cash or, at the option of GGFL, in installments of THREE HUNDRED AND 00/100 (\$300.00) DOLLARS per month under the terms of a promissory note in the form of Exhibit "D" hereto."

4. Exhibit "A" is deleted in its entirety and Exhibit "A" attached hereto is substituted therefor.

5. All other terms and conditions of said Operator Agreement, as amended, shall remain in full force and effect.

EXECUTED at Newport Beach, California.

GGFL & GGFC:

OPERATOR:

GALARDI GROUP FRANCHISE & LEASING, LLC,
a California Limited Liability Company

By: Its Managing Member
GALARDI GROUP FRANCHISE & LEASING, INC.

Operator

By: _____
Vice President

GALARDI GROUP FRANCHISE CORP.

By: _____
Vice President

EXHIBIT "A"
ORIGINAL HAMBURGER STAND # _____
RENT SCHEDULE

Operator shall pay to GGFL the greater of the Minimum Monthly Rent, as set forth below, or the sum of the Monthly Percentage Rent and Monthly Increased Sales Percentage Rent, as set forth below, monthly in accordance with the terms and conditions of this Operator Agreement.

1. Minimum Monthly Rent, Monthly Percentage Rent, Base Net Sales & Utility Adjustment.

"Minimum Monthly Rent" shall be the amount set forth below for each month. Monthly Percentage Rent shall be an amount equal to the Net Sales for the month times the Percentage Rent minus the Utility Adjustment for each month.

<u>Month</u>	<u>Minimum Monthly Rent</u>	<u>Percentage Rent</u>	<u>Base Net Sales</u>	<u>Utility Adjustment</u>
January	\$ _____	_____ %	\$ _____	\$ _____
February	\$ _____	_____ %	\$ _____	\$ _____
March	\$ _____	_____ %	\$ _____	\$ _____
April	\$ _____	_____ %	\$ _____	\$ _____
May	\$ _____	_____ %	\$ _____	\$ _____
June	\$ _____	_____ %	\$ _____	\$ _____
July	\$ _____	_____ %	\$ _____	\$ _____
August	\$ _____	_____ %	\$ _____	\$ _____
September	\$ _____	_____ %	\$ _____	\$ _____
October	\$ _____	_____ %	\$ _____	\$ _____
November	\$ _____	_____ %	\$ _____	\$ _____
December	\$ _____	_____ %	\$ _____	\$ _____

2. Monthly Increased Sales Percentage Rent.

"Monthly Increased Sales Percentage Rent" shall be an amount equal to _____ and _____ Percent (_____ %) times the dollar increase between the Base Net Sales, as set forth above, and the Net Sales for each month.

